

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
February 5, 2018
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –January 22, 2018
- III. EXAMINATION OF CLAIMS** –January 26, 2018 for \$2,354,333.03
- IV. EXAMINATION OF PAYROLL REGISTERS**–January 19, 2018 for \$30,367.68
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**
 - Public Hearing**
 - A. Resolution 18-07: Approval of CDBG Allocation Recommendations
 - B. Resolution 18-08: Approval of Amendment to the 2017 CDBG Annual Action Plan
 - End of Public Hearing**
 - C. Resolution 18-09: Approval for Additional Funds to Complete the Project at 713 South Clifton
 - D. Resolution 18-10: Approval of Project Review and Approval Form Regarding Purchase of IU Health Bloomington Hospital Site at 2nd and Rogers Streets and Planning for Future Redevelopment of the Site
 - E. Resolution 18-11: Second Amendment of Funding Approval in Redevelopment Commission Resolution 17-19 (Animal Shelter Construction to Approve Change Order)
 - F. Resolution 18-12: Amendment to Contract for Construction Inspection Services Regarding Downtown Curb Ramps
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, January 22, 2018 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, Kelly Smith and Mary Alice Rickert

Commissioners Absent: None

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, Housing and Neighborhood Development (HAND)

Others Present: Jeff Underwood, City Controller; Matt Smethurst, Project Manager, Planning & Transportation; Andrew Cibor, Transportation & Traffic Engineer, Planning & Transportation; Philippa Guthrie, Corporation Council, City Legal Department

II. READING OF THE MINUTES –Sue Sgambelluri made a motion to approve the January 8, 2018 minutes. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS –David Walter made a motion to approve the claim registers for January 12, 2018 for \$352,124.10. Mary Alice Rickert seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS –Sue Sgambelluri made a motion to approve the payroll registers for January 5, 2018 for \$29,539.92. Mary Alice Rickert seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims reported the Community Development Block Grant (CDBG) process is ongoing. The Citizen's Advisory Committee (CAC) physical improvement sub-committee has completed their recommendations. The social service sub-committee will meet January 23 to finalize their recommendations. All recommendations will be presented to the Redevelopment Commission (RDC) on February 5, which will be a public hearing.

Sims stated the Neighborhood Workshop was scheduled to take place on January 12, however, due to bad weather it was re-scheduled for Saturday, February 3 from 10am-12pm.

The Redevelopment Commission has a representative that sits on the Neighborhood Improvement Grants Committee. Neighborhood Associations apply for grants for improvements in their neighborhood. The application process will start on January 29, 2018. All funding agreements will be approved by the RDC. David Walter was last year's RDC representative.

Sims mentioned Jennie Vaughan resigned as commissioner at the end of December 2017. The new Redevelopment Commissioner is Eric Sandweiss. Sims will meet with the new commissioner prior to the next meeting.

- B. Legal Report. Philippa Guthrie was available to answer questions.
- C. Treasurer's Report. Jeff Underwood was available to answer questions.
- D. CTP Update Report. Jeff Underwood stated there is a bid opening on January 30, 2018 at 2:00 p.m. in the City Council Chambers. Staff will bring a recommendation for approval to the February 5, 2018 RDC meeting. Underwood stated the goal is to activate the Mill by the end of October 2018.

Underwood reported that Pedcor anticipates closing in February with ground breaking by March 1, 2018.

VI. NEW BUSINESS

- A. Resolution 18-03: Approval of Change Order to Agreement for Right of Way Clearing at Intersection of Tapp Road and Rockport Road. Matt Smethurst stated this change order is for additional tree removal and tree trimming as well as shed and fence removals. The total amount of this change order is \$7,200.

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

Sue Sgambelluri made a motion to approve Resolution 18-03. David Walter seconded the motion. The board unanimously approved.

- B. Resolution 18-05: Amending Funding Approval in Redevelopment Commission Resolution 17-84 to Approve Change Orders 2 and 3 to E&B Paving Contract for 2nd and College Street Intersection Improvements. Smethurst stated change order 2 is a materials change with no cost adjustment. Change order 3 is for concrete pavement removal with a cost of \$2,033.62.

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

David Walter made a motion to approve Resolution 18-05. Mary Alice Rickert seconded the motion. The board unanimously approved.

- C. Resolution 18-06: Approval of Supplement to Agreement and Amendments to Funding Approval in Resolution 17-18 for Design of 2nd Street/Bloomfield Road Multimodal Safety Improvements. Neil Kopper reported Resolution 17-18 approved an agreement with Parsons Brinckerhoff, Inc., which changed its corporate name to WSP USA Inc., for preliminary engineering services for this project. Staff and WSP USA have determined that the agreement must be supplemented to refine the scope of services. The revised scope of services will result in an increased cost of \$34,765, for a total project cost not to exceed \$281,751.04.

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

Sue Sgambelluri made a motion to approve Resolution 18-06. Mary Alice Rickert seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

David Walter volunteered to continue as the neighborhood improvement grant representative. Don Griffin nominated David Walter to continue as representative. Sue Sgambelluri seconded the nomination. The board unanimously approved.

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

18-07
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, the City of Bloomington, Indiana, is eligible for Community Development Block Grant (CDBG) funds in the approximate amount of \$700,000 of grant funds for Fiscal Year 2018, and

WHEREAS, 15% of the grant can be used for social services, 20% for administration and 65% for physical improvements which allocations are as follows:

\$455,000 for Physical Improvements
\$105,000 for Social Services
\$140,000 for the Administration of the program; and

WHEREAS, the advice and input of the community as to the allocation of the Community Development Block Grant funds has been solicited and received through the efforts of the Citizens' Advisory Committee; and

WHEREAS, the Citizens' Advisory Committee has also made recommendations on how to distribute any funds received that are over or less than the estimated amount since the final allocation amount as not been received; and

WHEREAS, the Redevelopment Commission has reviewed the recommendations of the Citizens' Advisory Committee for allocation of funds anticipated to be received;

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

The Bloomington Redevelopment Commission hereby approves:

- 1) The Citizens' Advisory Committee's recommendations of the programs (attached hereto and made a part herein as Exhibit A and Exhibit B) that will best serve the local and national objectives of the program;

- 2) If the received allocation is more or less than expected, the adjustment will be made to all of the approved social service programs and the approved physical improvement programs in accordance with the recommendations of the Citizens' Advisory Committees as outlined in Exhibit A and Exhibit B.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

PHYSICAL IMPROVEMENT RECOMMENDATIONS

	<u>2018 Request</u>	<u>CAC</u> <u>Recommendation</u>
<u>PUBLIC HOUSING IMPROVEMENTS</u>		
Bloomington Housing Authority – Crestmont Interior Rehabilitation	<u>\$150,000.00</u>	<u>\$150,000.00</u>
<i>SUBTOTAL</i>	\$150,000.00	\$150,000.00
<u>FACILITY IMPROVEMENTS</u>		
Middle Way House - Improve computer and data storage area at 338 South Washington Street	\$19,000.00	\$0.00
Centerstone – Blair House Interior Rehabilitation	\$50,000.00	\$40,000.00
Boys and Girls Clubs – Soundproofing Gymnasium	\$37,000.00	\$20,000.00
LifeDesigns – Facility Rehabilitation at 2727 N. Dunn Street and 1701 E. Winslow Drive	<u>\$11,926.00</u>	<u>\$11,000.00</u>
<i>SUBTOTAL</i>	\$117,926.00	\$71,000.00
<u>PUBLIC INFRASTRUCTURE PROJECTS</u>		
COB: Planning and Transportation – Adams-Kirkwood-3 rd Pedestrian Improvements	\$300,000.00	\$94,000.00
City of Bloomington Utilities – Broadview Sanitary Sewers	<u>\$200,000.00</u>	<u>\$140,000.00</u>
<i>SUBTOTAL</i>	\$ 500,000.00	\$234,000.00
TOTAL REQUESTED /ALL FUNDED PROJECTS:	\$767,926.00	\$455,000.00
TOTAL AMOUNT ALLOCATED		\$455,000.00

If the City of Bloomington's actual 2018 CDBG allocation for Physical Improvements exceeds \$455,000 then the remaining funds will be dispersed equally between LifeDesigns, Centerstone and Boys and Girls Clubs until those activities have been fully funded. If additional CDBG funds remain then those funds will be equally split between the City of Bloomington's Planning and Transportation Department and City of Bloomington Utilities. If the City of Bloomington's actual 2018 CDBG allocation for Physical Improvements is less than 4455,000 then each funded activity will be reduced by the same percentage.

SOCIAL SERVICE RECOMMENDATIONS

	<u>2018 Request</u>	<u>CAC</u> <u>Recommendations</u>
<u>EMERGENCY NEEDS</u>		
Community Kitchen	\$25,000.00	\$24,000.00
Mother Hubbard's Cupboard	\$25,000.00	\$20,000.00
Hoosier Hills Food Bank	\$25,000.00	\$19,000.00
Middle Way House Emergency Services	\$25,000.00	\$10,000.00
<i>SUBTOTAL</i>	\$100,000.00	\$73,000.00
<u>NON-EMERGENCY NEEDS</u>		
Boys & Girls Clubs of Bloomington	\$25,000.00	\$22,000.00
Monroe County United Ministries	\$25,000.00	\$10,000.00
Big Brothers/Big Sisters	\$25,000.00	\$0.00
South Central Indiana Housing Opportunities	\$20,000.00	\$0.00
<i>SUBTOTAL</i>	\$95,000.00	\$32,000.00
TOTAL REQUESTED ALL FUNDED AGENCIES	\$195,00.00	
TOTAL AMOUNT OF FUNDS AVAILABLE		\$105,000.00
TOTAL AMOUNT ALLOCATED		\$105,000.00

If the 2018 funding level is greater than 105,000 then overage funds will be distributed as follows:

- If the overage is greater than or equal to \$9,000, then the overage funds will be distributed such that (1) Community Kitchen, Boys and Girls Club, and Mother Hubbard's Cupboard will receive full funding for their requested amount, and (2) the remaining funds will be divided equally among Hoosier Hills Food Bank, Monroe County United Ministries, and Middle Way House.
- If the overage is less than \$9,000 then the priority will be to fund, up to the maximum fund request for these agencies in the following order: Community Kitchen, Boys and Girls Club, and Mother Hubbard's Cupboard

If the 2018 funding level is less than 105,000 then the shortage will be distributed as follows:

- If the shortage is equal to or less than \$4,000 then equal amounts will be subtracted from Monroe County United Ministries and Middle Way House.
- If the shortage is greater than \$4,000 then \$2,000 will be subtracted from Monroe County United Ministries and Middle Way House, and the remaining shortage amount will be equally subtracted from Hoosier Hills Food Bank, Mother Hubbard's Cupboard, Boys and Girls Clubs, and Community Kitchen.

**18-08
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, HAND's Residential Rehabilitation Program is an eligible activity under the Community Development Block Grant Program

WHEREAS, an amendment to the Department's Annual Action Plan is required in order to fund said program, and

WHEREAS, an amendment to the department's 2017 Annual Action Plan to add the program has been advertised for public comment and to date, no comments have been received, and

WHEREAS, the Community Development Block Grant has available unprogrammed funds to fund the program,

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

The Redevelopment Commission does hereby approve to amend the 2017 Community Development Block Grant Annual Action Plan and amend the Community Development Program budget to add the following program:

HAND's Residential Rehabilitation Program	\$ 50,000.00
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BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**18-09
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**TO INCREASE THE ENERGY GRANT AWARD FOR THE OWNER
OCCUPIED REHAB AT 713 SOUTH CLIFTON DRIVE**

WHEREAS, the City of Bloomington Housing and Neighborhood Development Department (HAND) entered into a funding agreement on June 28, 2017 with the property owner at 713 South Clifton Drive that provided \$41,862.40 in HOME funds under the Owner Occupied Rehabilitation (OOR) program, which included an energy grant in the amount of \$10,111.93; and,

WHEREAS, the existing storm windows were priced to be repaired for the amount of \$680.12, but were determined to be not repairable; and the anticipated cost of new storm windows is \$2,155.75, however, only \$1,789.50 remains in the rehabilitation budget, and

WHEREAS, HUD program guidelines require that the structure be brought up to certain energy efficiency standards, additional funds not to exceed \$1,000.00 is needed to complete this work as part of an energy grant allowed by HAND's OOR guidelines, and

WHEREAS, there are currently HOME funds available to fund the additional \$1,000 energy grant.

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

The funding agreement for this project be amended to include additional funding not to exceed \$1,000 as an energy grant award.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**18-10
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING PURCHASE OF
IU HEALTH BLOOMINGTON HOSPITAL SITE AT 2ND AND ROGERS STREETS AND
PLANNING FOR FUTURE REDEVELOPMENT OF THE SITE**

WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC to negotiate terms for the purchase of the IU Health Bloomington Hospital site at 2nd and Rogers Streets and begin planning its redevelopment and reuse (“Project”); and

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

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

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: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Hospital Site”)

Project Manager: Andrew Cibor

Project Description:

Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code §36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018

End Date: December 31, 2021

Financial Information:

Estimated full cost of project:	\$6,685,000
Sources of funds:	
Consolidated TIF	\$6,685,000

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	Urban Land Institute Consulting Contract	\$135,000	Services to be Completed by 2018
2	Appraisals	\$50,000	2018-2020
3	Property Acquisition	\$6,500,000	2020

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

Resolution History: 18-09 Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**18-11
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**SECOND AMENDMENT OF FUNDING APPROVAL IN REDEVELOPMENT
COMMISSION RESOLUTION 17-19 (ANIMAL SHELTER CONSTRUCTION)
TO APPROVE CHANGE ORDER**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “2015 TIF Bond”) to “spur, promote, and encourage the development and redevelopment of the Consolidated Economic Development Area” including the upgrade of the Animal Shelter; and

WHEREAS, in Resolution 15-48, the RDC approved a Project Review and Approval Form (“Form”) supporting the upgrade of the Animal Shelter; and

WHEREAS, in Resolution 17-19, the RDC approved funding for a contract to Neidigh Construction Corporation (“Neidigh”), attached as Exhibit A, in the amount of One Million Nine Hundred Forty Thousand Eleven Dollars (\$1,940,011) for the construction contract for the Animal Shelter; and

WHEREAS, in Resolution 17-70, the RDC approved a change order to the construction contract that increased the cost of the construction of the Project by \$40,433.62 to \$1,980,444.62 and extended the completion date from January 31, 2018 to February 27, 2018; and

WHEREAS, City Staff and Neidigh believe that a second change order to the construction contract is appropriate (“Second Change Order”); and

WHEREAS, a copy of the proposed change order is attached to this Resolution as Exhibit B; and this Second Change Order would increase the cost of the contract by Fifteen Thousand Dollars (\$15,000) to One Million Nine Hundred and Ninety-Five Thousand Four Hundred and Forty-Four Dollars and Sixty-Two Cents (\$1,995,444.62); and

WHEREAS, there are sufficient funds in the 2015 TIF Bond to pay for the Second Change Order; and

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

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 amends the funding approval it made in Resolution 17-19 and amended in Resolution 17-70. The funding approval made in Resolution 17-19 for an amount not to exceed \$1,940,011 and amended to an amount not to exceed \$1,980,444.62, shall be further amended to an amount not to exceed One Million Nine Hundred and Ninety-Five Thousand Four Hundred and Forty-Four Dollars and Sixty-Two Cents (\$1,995,444.62) to pay for the construction. The funding approval for the construction shall terminate on August 1, 2018. For the avoidance of doubt, Resolution 17-19 remains otherwise unchanged.
3. The amendment contained the paragraph above is contingent upon the Board of Public Works approving the Second Change Order. Staff is asked to ensure that a fully executed copy of the Second Change Order is kept with the RDC's files.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date



MEMORANDUM

TO: Office of the Mayor

FROM: Department of Public Works

DATE: March 16, 2017

RE: Contract with Neidigh Construction Corporation for the Animal Shelter Additions & Renovations Project

BPW Meeting Date: March 21, 2017

BPW Contract Number: BC 2017-24

Funding Source: Consolidated TIF Fund and/or 2015 TIF Bond

Total Dollar Amount of Contract: \$1,940,011.00

Expiration Date of Contract: January 31, 2018

Department Head Initials of Approval: Adam Wason,

AW

Department/Division: Animal Care & Control

Due Date For Signature: March 21, 2017

Record Destruction Date (Legal Dept to fill in): December 31, 2028

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Jackie Moore

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:
Christina Smith**

Summary of Contract: This contract with Neidigh Construction Corporation is for the construction of the additions and renovations to the current Animal Shelter Facility. The not to exceed cost of this Contract is \$1,940,011.00.



Board of Public Works Staff Report

Project/Event: Animal Care & Control Shelter Additions & Renovations Project

Petitioner/Representative: Animal Care & Control Division

Staff Representative: Virgil Sauder

Meeting Date: March 21, 2017

The Animal Care & Control Division recently solicited sealed bids for the additions and renovations of the current Animal Shelter Facility.

Staff received five bids for this project. The results are as follows:

Neidigh Construction Corporation-\$1,968,107.00

Building Associates, Inc.-\$2,251,400.00

CDI, Inc- \$2,305,000.00

SCS Construction Services-\$2,296,083.00

Dunlap & Co., Inc.-\$2,423,200.00

Staff has reviewed the bids received and determined that Alternates 5 and 6 should not be awarded. Staff recommends awarding the contract to Neidigh Construction Corporation for the Animal Care & Control Shelter Additions & Renovations Project with a not to exceed cost of \$1,940,011.00.

This project is funded from the bond proceeds of the Consolidated TIF Fund and/or 2015 TIF Bond.

Recommend **Approval** **Denial** by: **Virgil Sauder**

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-first day of March in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Bloomington Board of Public Works
401 N. Morton
Bloomington, IN 47404

and the Contractor:
(Name, legal status, address and other information)

Neidigh Construction Corporation
2220 West Vernal Pike
Bloomington, IN 47404

for the following Project:
(Name, location and detailed description)

Animal Care and Control Shelter - Additions and Renovations
3410 South Walnut Street
Bloomington, IN 47405 .

The Architect:
(Name, legal status, address and other information)

Kirkwood Design Studio, pc
113 East 6th Street
Bloomington, IN 47404

The Owner and Contractor agree as follows.

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.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA1B)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

** See Article 9.2.1

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

** See Article 9.3.1.1

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three hundred fourteen (314) days from the date of commencement, or as follows:

Init.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
Phase I : New Addition	No later than September 30, 2017
Phase II: Renovation Work	No later than January 31, 2018

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a not-to-exceed amount of One Million Nine Hundred Forty Thousand Eleven Dollars and Zero Cents (\$ 1,940,011.00), subject to additions and deductions as provided in the Contract Documents

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Reference Exhibit 'A' attached herewith for not-to-exceed amounts for the accepted alternates.

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Unit Price No. 1: Rock Excavation	cubic yard, including	\$ 200.00 / cubic yard
Unit Price No. 2: Earth Excavation/Unsuitable Soils Removal	hauling off-site	\$ 68.00 / cubic yard
Unit Price No. 3: Borrow Material	cubic yard, including	\$ 38.00 / cubic yard
	hauling off-site	
	cubic yard, in place and compacted	

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Tenth (10th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the twenty-Fifth (25th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

All progress payments shall be subject to the retainage by Owner of an amount equal to Five percent (5%) of the dollar value of all work satisfactorially completed until the work to be performed under this contract is complete. Such Retainage shall be held in an Escrow Account in accordance with the Escrow Agreement attached herewith.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

The Owner's final payment to the Contractor shall be made no later than Forty-Five (45) days after the issuance of the Architect's final Certificate for Payment

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

Every effort should be made to resolve disputes through a non-adjudicative dispute resolution procedure. These include mediations, minitrials, settlement conferences and advisory arbitrations.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Zero %

§ 8.3 The Owner's representative:
(Name, address and other information)

Adam Wason, Director, Department of Public Works
City of Bloomington
401 N. Morton
Bloomington, IN 47404

§ 8.4 The Contractor's representative:
(Name, address and other information)

Larry Neidigh, President
Kent Kimmel, Project Manager
2220 West Vernal Pike
Bloomington, IN 47404

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

8.6.1 Final Payment, including all escrowed principal and escrowed interest shall be due within sixty-one (61) days following the Date of Substantial Completion, as defined above. If at that time there are any remaining uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Architect shall be withheld until said time or items are completed.

**See article 9.8.6.2 for additional provisions 8.6.2 through 8.6.5

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual, dated January 9, 2017:

Document	Title	Date	Pages
Reference Exhibit 'B', attached herewith.	Supplementary and other Conditions of the Contract		

§ 9.1.4 The Specifications:

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User Notes:

(389ADA1B)

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Reference Exhibit 'C', attached herewith.

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Reference Exhibit 'D', attached herewith.

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addenda No. 1	February 3, 2017	71 pages (including attachments)
Addenda No. 2	February 8, 2017	9 pages (including attachments)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- Exhibit 'A' - Accepted Alternates with not-to-exceed amounts
- Exhibit 'B' - Supplementary and Other Conditions of the Contract attached herewith (Article 9.1.3)
- Exhibit 'C' - Specifications attached herewith.(Article 9.1.4)
- Exhibit 'D' - Drawings attached herewith (Article 9.1.5)
- Exhibit 'E' - Subcontractors and Products Lists attached herewith.
- Exhibit 'F' - Contractors Drug Testing Plan and Compliance Affidavit
- Exhibit 'G' - Contractos Affidavit in Compliance with Trench Safety Systems.
- Exhibit 'H' - Escrow Agreement

9.1.8 Supplementary Conditions to AIA Document A101 - 2007, Standard Form of Agreement Between Owner and Contractor, attached herewith as pages 9 through 11 are incorporated as part of this Agreement.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

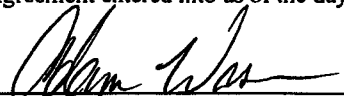
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond
In the Project Manual, See General
Conditions and Supplementary
Conditions, Article 11 - Insurance and
Bonds

Limit of liability or bond amount (\$0.00)

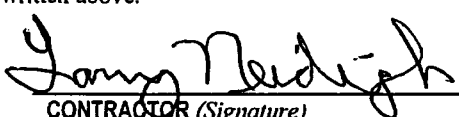
The Deductible on the Umbrella
Liability shall not be more than \$10,000.

This Agreement entered into as of the day and year first written above.



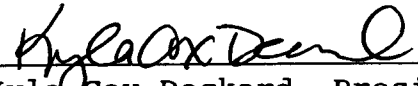
OWNER (Signature)
Adam Wason, Director, Department of Public
Works

(Printed name and title)

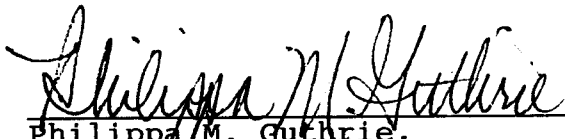


CONTRACTOR (Signature)
Larry Neidigh, President

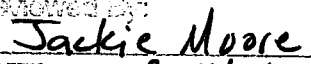
(Printed name and title)




Kyla Cox Deckard, President
Board of Public Works



Philippa M. Guthrie,
Corporation Counsel

CITY OF BLOOMINGTON
Legal Department
Reviewed By:


DATE: 3.14.17

CITY OF BLOOMINGTON
Controller
Reviewed by:


DATE: 3/21/17
FUND/ACCT: 439 2/09 976

Init.

**SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A101 - 2007,
Standard Form of Agreement Between Owner and Contractor**

City of Bloomington Animal Care & Control Shelter Additions and Renovations

The following supplements modify the Standard Form of Agreement Between Owner and Contractor, AIA Document A101 - 2007. Where a portion of the Agreement is modified or deleted by these Supplementary Conditions, the unaltered portions of the Agreement shall remain in effect

9.2.1 ARTICLE 2 - THE WORK OF THIS CONTRACT

Add the following paragraphs 2.1 and 2.2 as follows:

2.1 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.

2.2 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.

9.3.1.1 ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Add the following sub-paragraph 3.1.1 as follows:

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.

9.8.6.2 ARTICLE 8 - MISCELLANEOUS PROVISIONS

Add the following miscellaneous provision 8.6.2 as follows:

8.6.2 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.

**SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A101 - 2007,
Standard Form of Agreement Between Owner and Contractor**

City of Bloomington Animal Care & Control Shelter Additions and Renovations

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 will 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.

Add the following miscellaneous provision 8.6.3 as follows:

8.6.3 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 the 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.

Add the following miscellaneous provision 8.6.4 as follows:

8.6.4 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.

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

**SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A101 - 2007,
Standard Form of Agreement Between Owner and Contractor**

City of Bloomington Animal Care & Control Shelter Additions and Renovations

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) feet in depth.

Add the following miscellaneous provisions 8.6.5 as follows:

8.6.5 Steel or Foundry Products

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.

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.”

Domestic Foundry products are defined as follows:

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

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

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

EXHIBIT 'A'

Kirkwood Design Studio
Project No. 2015-14

ACCEPTED ALTERNATE BIDS

City of Bloomington
Animal Care & Control Shelter

ALTERNATE BIDS FOR THE WORK (Refer to Division 1 Section "Alternates" for complete descriptions of each Alternate Bid). State amount to be added to or deducted from the Base Bid, should the specific Alternate Bid be accepted.

ALTERNATE BID NO. 1: The amount to add to the Base Bid to provide the Sallyport as indicated in the Construction Documents.	Not-to-exceed \$ 83,468
ALTERNATE BID NO. 2: The amount to add to the Base Bid to provide the renovation work on the existing building as indicated in the Construction Documents.	Not-to-exceed \$ 189,291
ALTERNATE BID NO. 3: The amount to add to the Base Bid to provide the resinous flooring in lieu of densified-concrete in rooms as indicated in the Construction Documents.	Not-to-exceed \$ 37,921
ALTERNATE BID NO. 4: The amount to add to the Base Bid to provide built-in self-contained cat cages with individual exhausts to Rooms A116, A118, A119, A130, A131, and A 132 as shown on the Construction Documents.	Not-to-exceed \$ 70,831
ALTERNATE BID NO. 7: The amount to add to the Base Bid to provide a new keying system for the entire facility including replacing cylinder cores in all existing pad-locks, dead-locks and locksets to remain as shown on the Construction Documents.	Not-to-exceed \$ 8,500

EXHIBIT 'B'

Kirkwood Design Studio
Project No. 2015-14

**SUPPLEMENTARY AND
AND OTHER CONDITIONS**

City of Bloomington
Animal Care & Control Shelter

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Document 00 0110	Advertisement for Bids
Document 00 1000	Instructions to Bidders
Document 00 1010	Supplementary Instructions to Bidders
Document 00 1020	Table of Exhibits
Document 00 2200	Geotech Report (<i>Addendum No. 1</i>)
Document 00 2510	Pre-Bid Conference
Document 00 3000	Bid Form
Document 00 4350	Subcontractor and Material List
Document 00 5010	Owner-Contractor Agreement
Document 00 7000	General Conditions
Document 00 8000	Supplementary Conditions
Document 00 9000	Escrow Agreement

DIVISION 01 - GENERAL REQUIREMENTS

Section 01 1000	Summary
Section 01 2300	Alternates
Section 01 2500	Contract Modification Procedures
Section 01 2900	Payment Procedures
Section 01 3100	Project Management and Coordination
Section 01 3200	Construction Progress Documentation
Section 01 3300	Submittal Procedures
Section 01 4000	Quality Requirements
Section 01 4200	References
Section 01 5000	Temporary Facilities and Controls
Section 01 6000	Product Requirements
Section 01 7300	Execution Requirements
Section 01 7310	Cutting and Patching
Section 01 7700	Closeout Procedures

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

DIVISION 02 – EXISTING CONDITIONS

Section 02 4119 Selective Demolition

DIVISION 03 - CONCRETE

Section 03 3000 Cast-In-Place Concrete

DIVISION 04 - MASONRY

Section 04 2200 Concrete Unit Masonry

Section 04 2613 Brick Masonry Veneer

DIVISION 05 - METALS

Section 05 1200 Structural Steel

Section 05 5000 Metal Fabrications

Section 05 5213 Pipe and Tube Railings

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

Section 06 1000 Rough Carpentry

Section 06 1600 Sheathing

Section 06 1753 Shop-Fabricated Wood Trusses

Section 06 2013 Exterior Finish Carpentry

Section 06 2023 Interior Finish Carpentry

Section 06 4116 Plastic-Laminate-Faced Cabinets

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 07 2100 Thermal Insulation

Section 07 2413 Exterior Insulation and Finish System

Section 07 3113 Asphalt Shingles

Section 07 4213 Metal Wall and Soffit Panels

Section 07 4633 Vinyl Siding

Section 07 4646 Fiber-Cement Siding

Section 07 5423 TPO Roofing

Section 07 6200 Sheet Metal Flashing and Trim

Section 07 8413 Penetration Firestopping

Section 07 9200 Joint Sealants

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

DIVISION 08 - OPENINGS

Section 08 1113	Steel Doors and Frames
Section 08 3113	Access Doors and Frames
Section 08 3323	Overhead Coiling Doors
Section 08 4113	Aluminum Entrances and Storefronts
Section 08 5313	Vinyl Windows
Section 08 7100	Door Hardware
Section 08 8000	Glazing
Section 08 9119	Fixed Louvers

DIVISION 09 - FINISHES

Section 09 2900	Gypsum Board
Section 09 5113	Acoustical Panel Ceilings
Section 09 5423	Linear Metal Ceilings
Section 09 6513	Resilient Base and Accessories
Section 09 6714	Resinous Flooring
Section 09 7200	Fiberglass Reinforced Plastic Paneling
Section 09 9000	Painting
Section 09 9600	High-Performance Coatings

DIVISION 10 - SPECIALTIES

Section 10 1423	Signage
Section 10 1426	Post and Panel Signage
Section 10 2601	Wall and Corner Protection
Section 10 2800	Toilet and Bath Accessories
Section 10 4413	Fire Extinguisher Cabinets
Section 10 7313	Fabric Awnings

DIVISION 11 – EQUIPMENT

Section 11 3300	Telescoping Attic Access Stair
Section 11 4213	Stainless Steel Equipment
Section 11 7510	Kennel Units, Fencing and Gates
Section 11 7520	Vertical Sliding Kennel Doors
Section 11 7530	Modular Animal Cages

END OF VOLUME I

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

VOLUME II OF II
FIRE SUPPRESSION, PLUMBING, HEATING VENTILATING AND AIR CONDITIONING,
ELECTRICAL AND SITE DEVELOPMENT SPECIFICATIONS

DIVISION 20 – FIRE SUPPRESSION, PLUMBING AND HVAC

SECTION 20 0010	Common Work Results For Fire Suppression, Plumbing and HVAC
SECTION 20 0050	Common Materials and Methods for Fire Suppression, Plumbing and HVAC
SECTION 20 0060	Common Pipe, Valves and Fittings and Hangers for Fire Suppression, Plumbing and HVAC
SECTION 20 0180	Common Insulation for Plumbing and HVAC

DIVISION 22 – PLUMBING

SECTION 22 1119	Domestic Water Specialties
SECTION 22 1123	Domestic Circulation Pumps
SECTION 22 1319	Waste Specialties
SECTION 22 1323	Interceptors
SECTION 22 1423	Storm Specialties
SECTION 22 3400	Gas-Fired Water Heaters
SECTION 22 4000	Plumbing Fixtures
SECTION 22 6315	Natural Gas Piping Specialties

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

SECTION 23 0593	Testing and Balancing
SECTION 23 2300	Refrigerant Piping
SECTION 23 3113	Metal Ducts
SECTION 23 3300	Air Duct Accessories
SECTION 23 3713	Diffusers, Registers, Grilles & Louvers
SECTION 23 6201	Air Cooled Condensing Unit
SECTION 23 8220	Blower Coil Unit
SECTION 23 8239	Unit Heaters

DIVISION 26 – ELECTRICAL

SECTION 26 0500	Common Work Results for Electrical
SECTION 26 0519	Low-Voltage Electrical Power Conductors & Cables
SECTION 26 0526	Grounding & Bonding for Electrical Systems
SECTION 26 0529	Hangers & Supports for Electrical Systems
SECTION 26 0533	Raceways & Boxes for Electrical Systems
SECTION 26 0544	Sleeves & Sleeve Seals For Electrical Systems
SECTION 26 0553	Identification for Electrical Systems
SECTION 26 0923	Lighting Control Devices
SECTION 26 2200	Low-Voltage Transformers

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

SECTION 26 2416 Panelboards
SECTION 26 2726 Wiring Devices
SECTION 26 2813 Fuses
SECTION 26 2816 Enclosed Switches & Circuit Breakers
SECTION 26 2913 Enclosed Controllers
SECTION 26 4313 Surge Protection for Low-Voltage Electrical Power Circuits
SECTION 26 5100 Interior Lighting

DIVISION 27 – COMMUNICATIONS

SECTION 27 0500 Common Work Results for Communications

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

SECTION 28 3111 Digital, Addressable Fire-Alarm System

DIVISION 31 - EARTHWORK

Section 31 2000 Earthwork
Section 31 2513 Soil Erosion Control

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 32 1116 Granular Base Course
Section 32 1216 Asphaltic Concrete Paving
Section 32 1313 Concrete Paving
Section 32 1380 Exterior Concrete
Section 32 1723 Paving Marking
Section 32 3113 Chain Link Fences and Gates
Section 32 9113 Soil Preparation

DIVISION 33 - UTILITIES

Section 33 4000 Storm Drainage Facilities

END OF VOLUME II

DRAWING INDEX

COVER Cover Sheet

A001 Life Safety Plans & Code Review

C000 Site/Civil Cover Sheet

C101 Misc. Details – *Rev. Addendum No. 1*

C201 Site Demolition Plan – *Rev. Addendum No. 1*

C202 Site, Grading, Utilities, and SWPP Plan – *Rev. Addendum No. 1*

C203 Construction Sequencing – *Rev. Addendum No. 1*

C204 Landscape Plan – *Rev. Addendum No. 1*

C301 SWPPP Information – *Rev. Addendum No. 1*

C302 SWPPP Details – *Rev. Addendum No. 1*

A002 Overall Floor Plan

A100 Demolition Floor Plans

A101 New Building Floor Plan

A102 Existing Building Floor Plan

A103 Roof Plan

A104 Large Scale Floor Plan

A110 Reflected Ceiling Plans

A201 Exterior Elevations

A202 Exterior Elevations

A301 Building Sections

A302 Building Sections

A303 Wall Sections & Details

A501 Door & Window Schedule

A510 Room Finish Schedule

A601 Casework Elevations

A602 Animal Cage Elevations

S101 Foundation Plan

S102 Framing Plan

S401 Foundation Sections & Details

S402 Framing Sections & Details

S403 Framing Sections & Details

S501 Structural Notes

S502 Structural Notes

M001 Symbols, Abbrev. And General Notes

MD201 Mechanical Demolition Plan

M201 Mechanical Plan

M202 Mechanical Plan – Mezzanine

M220 Mechanical Plan – Roof

M401 Mechanical Details

M501 Airflow Schematic

M600 Mechanical Schedules

P200 Plumbing Combination Plan

P201 Plumbing Foundation Plan

P202 Plumbing Floor Plan

P203 Plumbing Attic Plan
P401 Plumbing Large-Scale Plans and Diagrams
P601 Plumbing Schedules and Details

FP201 Fire Protection Floor and Attic Plan
FP401 Fire Protection Diagrams

E001 Electrical Symbols & Abbreviations
E100 Electrical Site Plan
ED201 Electrical Demolition Plan
E201 Lighting Floor Plan
E211 Power Floor Plan
E220 Electrical Roof Plan
E601 Power Floor Plan

EXHIBIT 'E'

Kirkwood Design Studio **DOCUMENT 00 4350 - SUBCONTRACTOR** City of Bloomington
 Project No. 2015-14 **AND MATERIAL LIST** Animal Care & Control Shelter

1.4 SUBCONTRACTOR AND MATERIALS LIST - DIVISIONS 2 - 14

A. Submitted By General Contractor: Neidigh Construction Corporation

B. Authorized Signature:  Larry Neidigh, President

<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
02 4119	Selective Demolition	<u>Neidigh</u>	<u>per specs</u>
03 3300	Cast-In-Place Concrete	<u>Neidigh</u>	<u>per specs</u>
04 2200	Concrete Unit Masonry	<u>Neidigh</u>	<u>Northfield</u>
04 2613	Brick Masonry Veneer	<u>Neidigh</u>	<u>Sioux City</u>
05 1200	Structural Steel	<u>Neidigh</u>	<u>Graber</u>
05 5000	Metal Fabrications	<u>Neidigh</u>	<u>Graber</u>
05 5213	Pipe and Tube Railings	<u>Neidigh</u>	<u>Graber</u>
06 1000	Rough Carpentry	<u>Neidigh</u>	<u>Carfor</u>
06 1600	Sheathing	<u>Neidigh</u>	<u>Weverhaeuser</u>
06 1753	Shop-Fabricated Wood Trusses	<u>Neidigh</u>	<u>K & K Truss</u>
06 2013	Exterior Finish Carpentry	<u>Neidigh</u>	<u>Hardie</u>
06 2023	Interior Finish Carpentry	<u>Neidigh</u>	<u>Corian</u>
06 4116	Plastic-Laminate-Faced Cabinets	<u>Lee Supply</u>	<u>per specs</u>
07 2100	Thermal Insulation	<u>RWS</u>	<u>Knauf Johns Manville</u>
07 2413	Exterior Insulation and Finish System (EIFS)	<u>Neidigh</u>	<u>STO</u>
07 3113	Asphalt Shingles	<u>Neidigh</u>	<u>Owen Corning</u>
07 4213	Metal Wall and Soffit Panels	<u>Neidigh</u>	<u>MBCI</u>
07 4633	Vinyl Siding	<u>Neidigh</u>	<u>Owens Corning</u>
07 4646	Fiber-Cement Siding	<u>Neidigh</u>	<u>Hardie</u>
07 5423	TPO Roofing	<u>Neidigh</u>	<u>Goodyear</u>
07 6200	Sheet Metal Flashing and Trim	<u>Neidigh</u>	<u>per specs</u>
07 8413	Penetration Firestopping	<u>Neidigh</u>	<u>3M</u>
07 9200	Joint Sealants	<u>Neidigh</u>	<u>Sonneborn</u>
08 1113	Steel Doors and Frames	<u>IN Door</u> & Hardware	<u>Curry</u>

01/09/17

SUBCONTRACTOR AND MATERIAL LIST

00 4350 - 2

EXHIBIT 'E'

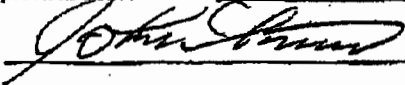
Kirkwood Design Studio **DOCUMENT 00 4350 - SUBCONTRACTOR** City of Bloomington
 Project No. 2015-14 **AND MATERIAL LIST** Animal Care & Control Shelter

08 3113	Access Doors and Frames	<u>Lee Supply</u>	<u>Nystrom</u>
08 3323	Overhead Coiling Doors	<u>Overhead Doors</u>	<u>per specs</u>
08 4113	Aluminum Entrances and Storefront	<u>City Glass</u>	<u>US Aluminum</u>
08 5313	Vinyl Windows	<u>Neidigh</u>	<u>Quaker</u>
08 7100	Door Hardware	<u>IN Door & Hardware</u>	<u>per specs</u>
08 8000	Glazing	<u>City Glass</u>	<u>per specs</u>
08 9119	Fixed Louvers	<u>Neidigh</u>	<u>Vent Products</u>
09 2900	Gypsum Board	<u>RC Drywall</u>	<u>National Gypsum</u>
09 5100	Acoustical Panel Ceilings	<u>Neidigh</u>	<u>USG</u>
09 5423	Linear Metal Ceilings	<u>Neidigh</u>	<u>ATAS</u>
09 6513	Resilient Base and Accessories	<u>Wyllies</u>	<u>Roppe</u>
06 6714	Resinous Flooring	<u>Dixon</u>	<u>Dura Flex</u>
09 7200	Fiberglass Reinforced Plastic Paneling	<u>RWS</u>	<u>Crane</u>
09 9000	Painting	<u>Neidigh</u>	<u>MAB</u>
09 9600	High-Performance Coatings	<u>Neidigh</u>	<u>Dura Flex</u>
10 1423	Signage	<u>ASI</u>	<u>ACE</u>
10 1426	Post and Panel Signage	<u>ASI</u>	<u>ACE</u>
10 2601	Wall and Corner Protection	<u>Lee Company</u>	<u>Wall Guards</u>
10 2800	Toilet and Bath Accessories	<u>Lee Company</u>	<u>American Specialties</u>
10 4413	Fire-Extinguisher Cabinets	<u>Lee Company</u>	<u>J. L. Industries</u>
10 7317	Fabric Awnings	<u>USA Awnings</u>	<u>per specs</u>
11 3300	Telescoping Attic Access Stair	<u>Neidigh</u>	<u>Bessler</u>
11 4213	Stainless Steel Equipment	<u>Neidigh</u>	<u>Harry J. Kloeppe</u>
11 7510	Kennel Units, Fencing and Gates	<u>Mason Co.</u>	<u>per specs</u>
11 7520	Vertical Sliding Kennel Doors	<u>Mason Co.</u>	<u>per specs</u>
11 7530	Modular Animal Cages	<u>Mason Co.</u>	<u>per specs</u>

EXHIBIT 'E' EIDIGH CONSTRUCTION

Kirkwood Design Studio DOCUMENT 00 4350 - SUBCONTRACTOR AND MATERIAL LIST
Project No. 2015-14 City of Bloomington Animal Care & Control Shelter

1.5 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 21

- A. Submitted By Fire Suppression Subcontractor: CRAPTSMAN FIRE PROTECTION LLC
 B. Authorized Signature: 

<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
21 05 19	Pressure gauges	Craftsman	AMTHER
21 11 19	Double Check Detector Valve	Craftsman	AMES
21 13 13	Sprinkler heads	Craftsman	TYCO
	Tamper switches	Craftsman	POTTER
	Flow switches	Craftsman	POTTER
	Valves	Craftsman	VICTAULIC
	Pipe and fittings	Craftsman	BULL MOOSE ANVIL

1.6 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 22

- A. Submitted By Plumbing Subcontractor: _____
 B. Authorized Signature: _____

<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
22 07 19	Pipe insulation	_____	_____
22 11 19	Backflow preventers	_____	_____
22 11 23	Water circulating pumps	_____	_____
22 13 19	Sanitary floor drains and floor sinks	_____	_____
22 14 26	Storm roof drains	_____	_____
22 34 00	Water heaters	_____	_____
22 34 05	Thermostatic mixing valves	_____	_____
22 42 00	Water closets and urinals	_____	_____
	Lavatories and sinks	_____	_____
	Faucets	_____	_____
	Flushometers	_____	_____
	Drinking fountains/water coolers	_____	_____
	Shower Enclosure & Faucet	_____	_____

EXHIBIT 'E'

**Kirkwood Design Studio DOCUMENT 00 4350 - SUBCONTRACTOR
Project No. 2015-14 AND MATERIAL LIST**

**City of Bloomington
Animal Care & Control Shelter**

1.5 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 21

A. Submitted By Fire Suppression Subcontractor: _____

B. Authorized Signature: _____

<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
21 05 19	Pressure gauges	_____	_____
21 11 19	Double Check Detector Valve	_____	_____
21 13 13	Sprinkler heads	_____	_____
	Tamper switches	_____	_____
	Flow switches	_____	_____
	Valves	_____	_____
	Pipe and fittings	_____	_____

1.6 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 22

A. Submitted By Plumbing Subcontractor: South Hill Maintenance LLC

B. Authorized Signature: 

<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
22 07 19	Pipe insulation	<u>SIM</u>	<u>JOHN MANVILLE</u>
22 11 19	Backflow preventers	<u>SIM</u>	<u>ZERN</u>
22 11 23	Water circulating pumps	<u>SIM</u>	<u>BEG</u>
22 13 19	Sanitary floor drains and floor sinks	<u>SIM</u>	<u>ZERN</u>
22 14 26	Storm roof drains	<u>SIM</u>	<u>ZERN</u>
22 34 00	Water heaters	<u>SIM</u>	<u>BRANDON WHITE</u>
22 34 05	Thermostatic mixing valves	<u>SIM</u>	<u>LAULLK</u>
22 42 00	Water closets and urinals	<u>SIM</u>	<u>AMERICAN STANDARD</u>
	Lavatories and sinks	<u>SIM</u>	<u>" "</u>
	Faucets	<u>SIM</u>	<u>CHICAGO</u>
	Flushometers	<u>SIM</u>	<u>FLOIN</u>
	Drinking fountains/water coolers	<u>SIM</u>	<u>LLKAY</u>
	Shower Enclosure & Faucet	<u>SIM</u>	<u>AQUA BATH COMMERCIALS</u>

EXHIBIT 'E'

Kirkwood Design Studio DOCUMENT 00 4350 - SUBCONTRACTOR City of Bloomington
 Project No. 2015-14 AND MATERIAL LIST Animal Care & Control Shelter

1.7 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 23

A. Submitted By Mechanical Subcontractor: Air-Master Heating and Air LLC

B. Authorized Signature: 

C. Sub-subcontractors:

Sheet Metal Subcontractor: Air-Master HVAC

Insulation Subcontractor: Air-Master HVAC

Balancing Subcontractor: National Test and Balance

Temperature Control Subcontractor: Air-Master HVAC

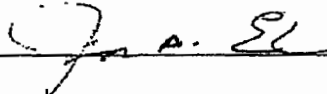
<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
23 05 93	Testing and Balancing	<u>National Test & Balance</u>	<u>N/A</u>
23 09 00	Temperature controls	<u>Air-Master</u>	<u>Honeywell</u>
23 31 00	Sheetmetal Fabrication Drawings	<u>SHAPE MET</u>	<u>Polysag Steel</u>
23 34 23	Fans	<u>Air-Master</u>	<u>Greenheck</u>
23 37 00	Grilles/Registers/Diffusers	<u>Air-Master</u>	<u>Titus</u>
23 54 00	Condensing Furnaces	<u>Air-Master</u>	<u>Bryant</u>
23 62 02	Condensing Units	<u>Air-Master</u>	<u>Bryant</u>
23 72 01	Packaged ERV	<u>Air-Master</u>	<u>Rever-Aire</u>
23 74 17	Packaged OA Rooftop Units	<u>Air-Master</u>	<u>Bryant</u>
23 82 39	Wall and Ceiling Unit Heaters	<u>Air-Master</u>	<u>Qmark</u>

EXHIBIT 'E'

Kirkwood Design Studio DOCUMENT 00 4350 - SUBCONTRACTOR **City of Bloomington**
Project No. 2015-14 **AND MATERIAL LIST** **Animal Care & Control Shelter**

1.8 SUBCONTRACTOR AND MATERIALS LIST - DIVISIONS 26, 27 and 28

A. Submitted By Electrical Subcontractor: Gaylor Electric

B. Authorized Signature: 

<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
26 24 16	Panelboards	<u>Gaylor</u>	<u>Square D</u>
26 27 26	Wiring devices	<u>Gaylor</u>	<u>Pass</u>
26 51 00	Light Fixtures	<u>Gaylor</u>	<u>—</u>
	R1	<u>Gaylor</u>	<u>Columbia</u>
	R2	<u>Gaylor</u>	<u>Columbia</u>
	S1	<u>Gaylor</u>	<u>Columbia</u>
	S2	<u>Gaylor</u>	<u>Prascalite</u>
	W1	<u>Gaylor</u>	<u>Dual-Lite</u>
	X1	<u>Gaylor</u>	<u>Dual-Lite</u>
27 11 00	Communications Equipment Room Fittings	<u>Fairchild</u>	<u>—</u>
	Equipment Racks	<u>Fairchild</u>	<u>Leviton</u>
27 13 00	Communications Backbones Cabling	<u>Fairchild</u>	<u>—</u>
	Cable	<u>Fairchild</u>	<u>General Cable</u>
	Patch Panels	<u>Fairchild</u>	<u>Leviton</u>
27 15 00	Communications Horizontal Cabling	<u>Fairchild</u>	<u>—</u>
	Telecommunications Outlets	<u>Fairchild</u>	<u>Leviton</u>
	Cable	<u>Fairchild</u>	<u>General Cable</u>
	Patch Panels	<u>Fairchild</u>	<u>Leviton</u>
28 31 12	Zoned (dc loop) Fire-Alarm System	<u>Koorsen</u>	<u>Fire-Lite</u>

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF DOCUMENT 00 4350

EXHIBIT 'F'

ATTACHMENT D

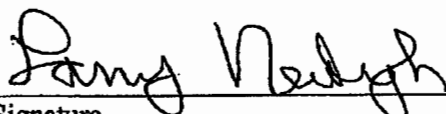
COMPLIANCE AFFIDAVIT
REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the President of
(job title)
Neidigh Construction Corporation
(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:
 - 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. 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

Larry Neidigh

Printed Name

EXHIBIT 'F'

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared
Larry Neidigh and acknowledged the execution
of the foregoing this 14th day of February, 2017.

My Commission Expires: 12/15/2024 Debra D. Johnson
Signature of Notary Public

County of Residence: Monroe Debra D. Johnson
Printed Name of Notary Public

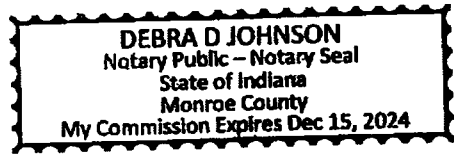


EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

A. POLICY

To provide our company a reasonable plan that, when effectively implemented, will favorably impact the work place by reducing employee injury rates, absenteeism, discipline, labor turnover and help decrease the cost of Workers' Compensation Insurance. Our company complies with the Indiana Code 4-13-18, contractor's employee drug testing.

B. SCOPE

All company employee and management staff.

C. REFERENCE

Federal Drug Free Workplace Act of 1988 and state legislation.

D. EXPLANATION

The need for a policy on employee use of drugs, alcohol and controlled substances is something each organization should individually address. Any policy developed should clearly indicate how it will be enforced and the consequences of non-compliance. Issues of prevention, education, enforcement, protection from misadministration and treatment/Employee Assistance Plans (EAS) become the policy's main components.

Some key points to consider when developing a policy and an enforcement program are:

- **Qualifications of Policy Developers**

Neidigh Construction will select qualified individuals to take part in the development of the policy. External legal assistance is highly recommended during the policy development phase to ensure compliance with all applicable state and federal laws.

- **Policy Design**

Our policy is not designed to dictate moral conduct or to enforce the law. However, reasonable rules may be implemented to discourage employees' possession or distribution of illegal drugs at work. In addition, federal contractors must incorporate the six elements of the Drug-Free Work Environment rules listed in Exhibit 1 into their company drug policies.

- **Enforcement**

Our policy will be fairly enforced and in keeping with the intent of our policy. Violations will be handled consistently, on a non-discriminatory and confidential basis. We will decide before on what action will be taken should violators be found, rather than "after the fact."

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

- Pre-employment Screening

Neidigh Construction believes screening is the backbone of our drug testing policy. However, we check and obey all local and state laws before undertaking such screenings and incorporating them into our job candidate program. The employer and employees have the right to consistent and reasonable procedures in administering the tests. At this time we will advise all applicant(s) considered for employment that they will be tested for use of illegal drugs, or at any time thereafter in accordance with our established policy.

- Employee Involvement

The best way to gain support for the program is to involve employees at the first stages of policy development. Get their input and answer their questions so they understand that the policy is designed to improve working conditions. Indicate exactly what drugs will be included in the testing. The most commonly tested drugs are listed in Exhibit 2. Levels of detection also included are those recognized as levels of abuse by the National Institute on Drug Abuse (NIDA). These levels have been successfully defended in numerous legal challenges.

- Policy Section

Our policy includes our employer's or laboratory's method of maintaining the integrity of specimens. This portion of the policy states the employees' rights and, at minimum, should include the employer's commitment to maintaining confidentiality in enforcing the drug testing policies. The employees' rights also include freedom from libel, slander and humiliation, and proper administration of the test. This section includes statements of the right of the employer to conduct the test and the action that will be taken if an employee refuses. Typically, refusal to submit a sample can result in termination or other disciplinary action.

- Employee Challenge

Neidigh Construction may provide an appeals process to their employees or job applicants who challenge a positive test. A typical provision is challenge testing at a cost to the employee/applicant with a provision that the challenge test must be conducted on the same sample as the first test. If retesting proves negative, the employer pays the cost. The employer's explicit intentions should be in the written policy prior to implementation of the program. No statement regarding challenge testing should be made unless the contract with the laboratory guarantees they will retain the specimen for further testing.

- Positive Test Results

Job applicants who are currently abusing any of the chemical substances being tested will not be hired. When an applicant or an employee tests positive for any of the listed substances, a confirmation test by an alternate, more specific, method must be conducted. The test must be conducted before reporting the positive results.

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

- Education of Employees

Once our policy is completed, an educational program will be conducted that includes issuing copies of the policy to current employees, posting the policy at entrances, lunchrooms, bulletin boards, etc. In addition, we will schedule meetings with all supervisory personnel to make them aware of what is about to happen.

- Employee Agreement

All employees should be required to sign an acknowledgement that they have been informed of, and agree to comply with, the new drug policy. This acknowledgement constitutes an amendment to the initial employment agreement, whether stated or implied. Exhibit 3 may be used to ensure that your existing employees have read and understand the company's policy.

- Post-Incident Testing

This policy applies to all Company employees involved in a work-related or near miss incident. This policy also serves to reinforce the Company's intolerance for illegal drug use and working under the influence of alcohol.

Any employees involved in a work-related or near miss incident must inform a supervisor immediately. If the incident involved property damage or requires medical attention, the employee will be directed to go to have the injury taken care of and to provide a breath and urine sample as soon as possible following the accident. If possible, this testing will be in conjunction with medical treatment. The test results will be released to the Human Resources Manager. The test will consist of a breath alcohol test, along with a urine analysis to test for the following non-prescribed illegal substances listed in Exhibit 'A'.

- Consequences

Per Indiana Statute 4-13-18, Drug Testing of Employees of Public Works Contractors, (1) Our employees will be drug tested at least once a year. (2) testing will be random and at least two percent (2%) of our employees will be tested on a monthly basis. (3) Our program contains at least a five (5) drug panel that test for the following as listed in Exhibit A. (4) Any employee who tests positive for illegal substances will be terminated immediately.

If the blood alcohol test comes back with an alcohol level exceeding .02, it will be grounds for disciplinary action up to and including immediate termination. In addition, an employee who refuses to submit to the testing procedure will be considered insubordinate and will be grounds for immediate termination.

EXHIBIT A: Non-prescribed illegal substances:

Amphetamines (Speed, pep pills)	Barbiturates (Depressants)
Benzodiazepines (Valium)	Cannabinoids (Marijuana)
Cocaine (including crack)	Methadone (Morphine)
Methaqualone (Qualudes)	Opiates (Heroin)
Phencyclidine (PCP)	Propoxyphene (Darvon)

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

<u>Commonly Tested Drugs</u>	<u>Levels of Abuse</u>
Amphetamines (benzedrine, dexedrine, methamphetamine, etc.)	0.3 ug/ml (or 300 ng/ml)
Barbiturates (seconal, phenobarbital, pentobarbital, etc.)	0.3 ug/ml (or 300 ng/ml)
Benzodiazepines (vallium, chlordiazepoxide, etc.)	0.3 ug/ml (or 300 ng/ml)
Cocaine metabolites (benzoylecgonine, ecgonine, etc.)	0.3 ug/ml (or 300 ng/ml)
Methaqualone (quaaludes, meguin, mandrax, etc.)	0.75 ug/ml (or 750 ng/ml)
Opiate derivatives (heroin, opiate, morphine, codeine, demerol, oxycodone, etc.)	0.3 ug/ml (or 300 ng/ml)
Phencyclidine (PCP, angel dust)	0.075 ug/ml (or 75 ng/ml)
Cannabinoid metabolites (marijuana, THC acid, cannabidiol, cannabinol, etc.)	0.1 ug/ml (or 100 ng/ml)
Ethanol (alcohol)	0.05% or higher (in urine)
Methadone	0.3 ug/ml (or 300 ng/ml)

Reference: NIDA (National Institute on Drug Abuse)
Published October 1988 Professional Safety

EXHIBIT 'F'**Neidigh Construction Corporation Drug Free Workplace Policy****EXHIBIT 2.1****DRUG ABUSE DETECTION/TIME LIMITS PER USAGE:**

The following drugs are taken orally, except for heroin and morphine, which are administered through intravenous injections, and marijuana, which is smoked.

<u>Drug</u>	<u>Dosage in Milligrams</u>	<u>Detection Time After Usage</u>
Amphetamines	30	1-120 hours
	15	1-72 hours
	5	3.5-30 hours
Barbiturates		
Short-acting	100	4.5 days
Phenobarbital	40	7 days
Benzodiazepines	25	48 hours
Diazepam	10	None detected
	10 mg/5 times daily	3-7 days
Cocaine	250	8-48 hours
Opiates		
Heroin	10	1-4 days
Meperidine	100	4-24 hours
Methadone	38	7.5-56 hours
Morphine	10	84 hours
Methaqualone	150	Up to 60 hours
	250	Up to 72 hours
	300	Up to 90 hours
Marijuana	Once per week	7-34 days
	Daily usage	6-81 days

Reference: "Drug Testing in the Workplace," American Society of Clinical Pathologists

EXHIBIT 3.0

NEIDIGH CONSTRUCTION CORPORATION SUBSTANCE ABUSE POLICY -URINALYSIS DRUG SCREENING-

By my signature below, I _____ hereby acknowledge that I have read and understand the Substance Abuse Policy of *Neidigh Construction, which outlines the company's policy regarding the use or possession of drugs and related items. I understand that the Neidigh requires employees to submit urine specimens to be analyzed for the presence of drugs. I realize that the presence of a detectable trace of any unauthorized substance is grounds for disciplinary action and that this may include termination of my employment. I further realize that my cooperation is voluntary and that refusal to submit a specimen for testing is grounds for my termination.

I agree to cooperate and abide by this policy and understand that any failure to do so on my part is grounds for termination.

Employee Signature

Date

Signature of Supervisor or Witness

Date

JOB SITE OBJECTIVE:

Title IV of H.R. 5210 requires federal contractors to certify that they are providing a drug-free workplace as a condition for receiving the contract. The "drug-free workplace" provision would deny the awarding of a government contract unless the contractor certifies to the contracting agency that it will provide a drug-free workplace by meeting the following requirements:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensating or use of illegal drugs is prohibited in the contractor's workplace and specifying the actions that will be taken if the prohibition is violated.
2. Establishing a drug-free awareness program to inform employees of (a) the dangers of workplace drug abuse; (b) the contractor's drug-free workplace policy; (c) any available drug counseling, rehabilitation and employee assistance programs; and (d) employee penalties for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract be given a copy of the employer's anti-drug statement and, as a condition of employment, agree to abide by its terms and to notify the employer in writing of any criminal drug conviction for use of illegal drugs at the workplace, within five days after the conviction.
4. Notifying the contracting agency within ten days after learning of an employee criminal drug conviction for use of illegal drugs at the workplace.
5. Imposing a sanction, up to and including termination of employment, on any employee convicted of illegal use of drugs at the workplace or requiring the employee's "satisfactory participation" in an employee assistance or rehabilitation program.
6. Making a good faith effort to continue maintaining a drug-free workplace by implementing the previous five requirements.

Contractors who falsely certify that they are providing a drug-free workplace, or who fail to carry out the requirements described above, are subject to contract suspension, or termination, or both. In addition, the contractor can be debarred from future government work for up to five years. Determinations as to whether sanctions against a contractor are authorized shall be made by the respective agency's board of contract appeals. An adverse decision can be appealed to the U.S. Court of Appeals for the Federal Circuit within 60 days. Sanctions could be waived if the contracting agency concludes that they would "severely disrupt" the operation of the agency to the detriment of the government or the general public.

EXHIBIT 'G'

ATTACHMENT E

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

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the President of
(job title)
Neidigh Construction Corporation.
(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*:

EXHIBIT 'G'

IC 36-1-12-20

Trench safety systems; cost recovery

Sec. 20. (a) This section applies to a public works project that may require creation of a trench of at least five (5) feet in depth. (b) IOSHA regulations 29 C.F.R. 1926, Subpart P, for trench safety systems shall be incorporated into the contract documents for a public works project. (c) The contract documents for a public works project shall provide that the cost for trench safety systems shall be paid for: (1) as a separate pay item; or (2) in the pay item of the principal work with which the safety systems are associated. As added by P.L.26-1989, SEC.21.

DRAFT

AIA Document G701™ - 2001

Change Order

PROJECT (Name and address): City of Bloomington- Board of Public Works 401 N. Morton Street, suite 120 Bloomington, IN 47404	CHANGE ORDER NUMBER: 002 FINAL DATE: January 17, 2018	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Neidigh Construction Corporation 2220 W. Vernal Pike Bloomington, IN 47404	ARCHITECT'S PROJECT NUMBER: 2015-14 CONTRACT DATE: March 7, 2017 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. On a time and material basis provide work to demolish lower roof framing, necessary ductwork, electrical and thermal insulation at original building in preparation for new work as shown on the Construction Drawings. Work to include replacement of ductwork and electrical as necessary due to demolition work and to provide R-39 insulation at bottom of existing roof truss to remain. Provide owner with weekly accounting of Time and material tickets.

Time and material work not to exceed \$15,000 without owner's approval. Final accounting to be reflected on a subsequent Change Order

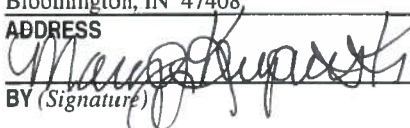
The original Contract Sum was	\$ 1,940,011.00
The net change by previously authorized Change Orders	\$ 40,433.62
The Contract Sum prior to this Change Order was	\$ 1,980,444.62
The Contract Sum will be increased by this Change Order in the amount of	\$ 15,000.00
The new Contract Sum including this Change Order will be	\$ 1,995,444.62

The Contract Time will be unchanged by zero work days (0 work) days.

The date of Substantial Completion as of the date of this Change Order therefore is changed from January 31, 2018 to February 27, 2018.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kirkwood Design Studio, PC	Neidigh Construction Corporation	City of Bloomington- Board of Public Works
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
113 East 6 th Street Bloomington, IN 47408	2220 West Vernal Pike Bloomington, IN 47404	401 N. Morton Street Bloomington, IN 47404
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Mary J. Krupinski, AIA, President		
(Typed name)	(Typed name)	(Typed name)
January 17, 2018		
DATE	DATE	DATE

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Bloomington Animal Shelter Addition/Renovation

Project Managers: Adam Wason and Virgil Sauder

Project Description:

The City of Bloomington is a leader in the animal care and control industry, which speaks to the nature and character of the community. Often, when new Bloomington residents come into the Shelter, they are blown away by the staff, environment, and the healthy pets available for adoption. Over the last decade we have reduced euthanasia by 59%, increased adoptions by 25%, and reduced the total number of animals entering the system by 23%. For us to continue this type of success we must upgrade the Shelter.

In 2011, a building analysis and planning study was completed for the Shelter. (A copy of that study is attached to this Project Review and Approval Form.) The study's goal was to recommend renovations and additions that would allow the existing facility to provide "a solid basis for service into the next two decades."

In conducting that review, the consultant concluded that the numerous issues with the 1970s era portion of the shelter—including issues with the lighting, drainage, and HVAC—would require significant renovation in order to properly support the sheltered animals in a healthy environment, and that the cost of renovations would likely exceed the value of the entire building.¹

¹ The study also noted inherently unworkable traffic patterns caused by the 1970s building and the 2004 expansion, which could not be resolved by a renovation.

This project would demolish the 1970s era portion of the shelter (which is currently used as the dog kennel area, Monroe County Humane Association Offices, Euthanasia Room, and Special Care Cat Room), reuse the 2004 expansion, and develop a new addition to accommodate the Shelter’s current and projected future needs. This will both increase the Shelter’s ability to properly care for the animals entering the Shelter and create a safe environment for the thousands of guests that enter the Shelter each year.

This project is a permissible use of Tax Increment. Although the starting point is an existing building, the scope of the project is more akin to new construction. If the TIF Test applied, all four factors would be satisfied:

1. It is substantial and complex work that involves the addition of new parts.
2. It will directly increase the value of the Shelter, replacing an old, flawed building with a new building sufficient for the next two decades.
3. The Shelter after the completion of the project will perform as well as a newly constructed Shelter.
4. This project—demolition and new construction—was not contemplated as part of the normal life cycle of the existing Shelter.

Additionally, this is a project that would be capitalized under the IRS’s guidelines.

Project Timeline:

Start Date: September 2015
 End Date: October 2018

Financial Information:

Estimated full cost of project:	2,268,466.90
Sources of funds:	TIF Bond or Consolidated TIF
Construction Change Order 2	\$15,000

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.

<u>Phase / Work to be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1. Design	\$213,850	September 2015-March 2017
2. Construction	\$1,995,444.62	March 2017-March 2018
3. Cat 6 Wiring and Fiber Optic Extension ²	\$31,660	December 2017-June 2018
4. Gate at Vehicular Entrance	\$20,000	March 2017-January 2018
5. Conduit Installation	\$2,750	May 2017-July 2017
6. Utility Relocation	\$4,762.28	July 2017 – September 2017

TIF District: Consolidated TIF (South Walnut)

Resolution History: 15-48 Original Project Review and Approval Form
15-99 Approval of Design Contract
17-19 Approval of Construction Contract
17-40 Conduit Installation
17-44 Approval of Addendum to Design Contract
17-49 Utility Relocation
17-70 Approval of First Construction Change Order
17-97 Approval of Cat 6 Wiring and Fiber Optic Extension
18-10 Approval of Second Construction Change Order

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

² The original expectation was that items 3 and 4 would be included in the Construction Bid. Staff now expects these will be separate contracts.

**18-12
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**AMENDMENT TO CONTRACT FOR CONSTRUCTION INSPECTION
SERVICES REGARDING DOWNTOWN CURB RAMPS**

- 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 a redevelopment area known as the “Downtown Redevelopment Area” and
- WHEREAS, since the Downtown Redevelopment Area was created, the Downtown Redevelopment Area has been expanded (“Downtown TIF”), recharacterized as an Economic Development Area, and consolidated into the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay for local public improvements; and
- WHEREAS, in Resolution 15-88, the RDC approved a Project Review & Approval Form (“Form”) for a project that would construct new intersection curb ramps in the Downtown, Seminary, and West 17th Street portions of the Consolidated TIF (“Project”) and;
- WHEREAS, the Form identified the Consolidated TIF as the source of funds for the City’s share of the Project; and
- WHEREAS, the Form identified Step 2 of the Project as “Construction”;
- WHEREAS, one necessary aspect of the Construction of the Project is Construction Inspection services; and
- WHEREAS, in Resolution 16-74, the RDC approved a Contract with Lochmueller Group, Inc. (“Lochmueller”) to provide Construction Inspection services for an amount not to exceed Fifty Five Thousand Dollars (\$55,000.00) (“Contract”), a copy of which is attached to this Resolution as Exhibit A; and

WHEREAS, the City and Lochmueller believe it is in the best interest of the Project to add certain additional services to the Contract; and

WHEREAS, Staff has negotiated a First Amendment to the Contract (“First Amendment”), which is attached to this Resolution as Exhibit B; and

WHEREAS, pursuant to the terms of the First Amendment, the additional services provided by Lochmueller (“Additional Services”) will increase the original contract amount by \$10,752.00, for a final contract amount not to exceed \$65,752.00; 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 C.

WHEREAS, there are available funds in the Consolidated TIF to pay for the Contract;

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

1. The RDC finds the above described expenditures to be an appropriate use of the Consolidated TIF, and finds that the First Amendment to the Contract serves the public’s best interests.
2. The RDC approves the payment of an amount not to exceed Ten Thousand Seven Hundred Fifty-Two Dollars (\$10,752.00) for the Additional Services pursuant to the terms of the First Amendment. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Sixty-Five Thousand Seven Hundred Fifty-Two Dollars (\$65,752.00) from the Consolidated TIF to pay for the Construction Inspection services, to be payable in accordance with the terms of the Contract.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of November 15, 2016 ("Effective Date") by and between the City of Bloomington, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Lochmueller Group, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1400166; Contract No.: R-37423

Project Description: Intersection Curb Ramps in the Downtown Area of the City of Bloomington, Indiana

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be August 21, 2017. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$55,000.00**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them 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 the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Lochmueller Group, Inc.
6200 Vogel Road
Evansville, Indiana 47715

Notices to the CONSULTANT shall be sent to:

City of Bloomington
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LOCHMUELLER GROUP, INC.



Michael R. Hinton
President/Chief Executive Officer


CITY OF BLOOMINGTON



Signature

Kyla Cox Deekard, President, Board of
Print Name and Title Public Works 11/15/16

Attest:



Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

November 7, 2016

Date

Signature 11/16/16

Christy Langley, Director, Planning +
Print Name and Title Trans. Dept.



Signature

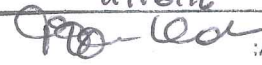
for John Hamilton, Mayor

Print Name and Title

11-16-16

Date

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 11.4.16

FUND/ACCT: 439 399
DATE: 11/16/16
Reviewed by: 
Controller
CITY OF BLOOMINGTON

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

1.0 ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Section 2.0 below of this Appendix, the CONSULTANT shall provide one (1) full-time Resident Project Representative, and Inspectors, clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation (INDOT) and no personnel shall be assigned to the project until LOCAL PUBLIC AGENCY and INDOT approval is obtained.

The Resident Project Representative shall take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The Resident Project Representative shall coordinate project activities with the LOCAL PUBLIC AGENCY's Project Coordinator and INDOT Area Engineer.

2.0 DESCRIPTION OF SERVICES

2.1 Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the LOCAL PUBLIC AGENCY detailed documentation concerning its acceptability.

2.2 Conferences: Attend pre-construction conferences as directed by the LOCAL PUBLIC AGENCY, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the LOCAL PUBLIC AGENCY for notification to those who are expected to attend. Record for the LOCAL PUBLIC AGENCY, as directed, minutes of such meetings.

The CONSULTANT shall be available for conferences as requested by the LOCAL PUBLIC AGENCY, State, and Federal Highway Administration to review working details of the project. The LOCAL PUBLIC AGENCY, State

- and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
- 2.3 Liaison: Serve as the LOCAL PUBLIC AGENCY's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the LOCAL PUBLIC AGENCY and INDOT by the Resident Project Representative.
- 2.4 Cooperate with the LOCAL PUBLIC AGENCY in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
- 2.5 Assist the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
- 2.6 Assist the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
- 2.7 Equipment: Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
- 2.8 Samples: Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate INDOT laboratory office.
- 2.9 Shop Drawings:
- 2.9.1 Receive shop drawings and falsework drawings and then forward to the Design Consultant or INDOT for review.
- 2.9.2 Record receipt of reviewed shop and falsework drawings, specifications and other submissions and maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
- 2.9.3 Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before review of shop drawings or samples, where such are required, and advise the LOCAL PUBLIC AGENCY and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
- 2.10 Review of Work, Inspection and Tests:
- 2.10.1 Conduct on-site inspections for the LOCAL PUBLIC AGENCY of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
- 2.10.2 Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Testing Frequency Manual. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the LOCAL PUBLIC AGENCY and INDOT.

- 2.10.3 Verify that required testing has been accomplished.
- 2.11 Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LOCAL PUBLIC AGENCY and INDOT.
- 2.12 Records:
 - 2.12.1 Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
 - 2.12.2 Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or log book to the LOCAL PUBLIC AGENCY.
 - 2.12.3 Maintain for the LOCAL PUBLIC AGENCY, a record of names, addresses and telephone numbers of all subcontractors and major material suppliers.
 - 2.12.4 Maintain a set of drawings on which authorized changes are noted, and deliver to the LOCAL PUBLIC AGENCY upon request, but in any event at the completion of the project.
 - 2.12.5 Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LOCAL PUBLIC AGENCY. The original document shall be submitted to INDOT with a copy to the LOCAL PUBLIC AGENCY.
- 2.13 Reports: Furnish to the INDOT and the LOCAL PUBLIC AGENCY at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
- 2.14 Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LOCAL PUBLIC AGENCY and INDOT for review and processing. The payments to the Contractor shall be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
- 2.15 Project Responsibility: The Resident Project Representative shall be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
- 2.16 Work Schedule and Suspension: The CONSULTANT'S crew shall be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the INDOT Area Engineer and project budget. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.

- 2.17 Contract Administration: The CONSULTANT shall administer the contract in accordance with INDOT procedures.
- 2.18 Utility Relocation Inspection: Monitor the relocation of utilities within the project limits to verify that conflicts between the project construction and utilities are minimal; review and approve invoices for federal reimbursement of utility relocation costs.
- 2.19 Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or prepare falsework drawings and shop drawings for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT. For purposes of this section the following definitions shall be used:

Director - Any member of the board of directors of a corporation.

Officer - The president, secretary, treasurer, or such other officers as may be prescribed by the corporation bylaws.

Owner - A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

3.0 SERVICES NOT BEING PROVIDED BY CONSULTANT

The services not being provided by CONSULTANT under this Agreement include, but are not limited to, the following:

- 3.1 Advising or assuming control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- 3.2 Advising or assuming control over security or safety practices, precautions, and programs in connection with the activities or operations of LOCAL PUBLIC AGENCY or Contractor.

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

- 1.0 LOCAL PUBLIC AGENCY shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT and the LOCAL PUBLIC AGENCY.
- 2.0 Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

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APPENDIX "C"

SCHEDULE

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT shall be prepared to begin the work under this Agreement within five (5) calendar days after the execution of this Agreement. The CONSULTANT shall complete and deliver the final construction record and final estimate to the LOCAL PUBLIC AGENCY within forty five (45) calendar days after the contractor's last day of work.

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APPENDIX "D"

1.0 AMOUNT OF PAYMENT

- 1.1 The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed Fifty Five Thousand Dollars (\$55,000.00), unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
- 1.2 The CONSULTANT shall be paid for providing the services set forth in Sections 2.1 through 2.18, inclusive, of Appendix "A" of this Agreement based on the actual hours of work performed in accordance with the following rate schedule:

	2017 Regular Rate	2017 Overtime Rate
Construction Engineer III	\$141.98	\$164.17
Construction Engineer I	\$89.60	\$103.60
Construction Inspector I	\$78.98	\$91.31

- 1.3 For those services performed by the CONSULTANT, the CONSULTANT shall be reimbursed for mileage at the current INDOT allowable mileage reimbursement rate at the time the mileage is incurred.
- 1.4 For those services performed by other than the CONSULTANT, the CONSULTANT shall be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LOCAL PUBLIC AGENCY prior to any reimbursement thereof.
- 1.5 In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime premium for any individual until forty hours have been worked on the Contract for the week by that individual. Holiday hours not worked on the Contract do not apply to the forty hour weekly total. Overtime premium wages will only be paid for those employees allowed to receive overtime premium according to the CONSULTANT's standard policy.

2.0 Method of Payment

- 2.1 The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:
- City of Bloomington
Attn: Neil Kopper
401 N. Morton Street
Bloomington, Indiana 47404
- 2.2 The invoice vouchers shall represent the value to the Local Public Agency of the partially completed work as of the date of the invoice voucher. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last invoice voucher was submitted, and the hourly rate.
- 2.3 If the LOCAL PUBLIC AGENCY does not agree with the amount claimed by the CONSULTANT on an invoice voucher, the LOCAL PUBLIC AGENCY shall send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's last known address.
- 2.4 If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify the LOCAL PUBLIC AGENCY and the status will be evaluated.

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AMENDMENT NO. 1

THIS AMENDMENT NO. 1 IS MADE AND ENTERED INTO _____, BY AND BETWEEN THE CITY OF BLOOMINGTON, HEREINAFTER REFERRED TO AS THE LOCAL PUBLIC AGENCY, AND LOCHMUELLER GROUP, INC. HEREINAFTER REFERRED TO AS THE CONSULTANT.

W I T N E S S E T H

WHEREAS, the LOCAL PUBLIC AGENCY and CONSULTANT did on November 15, 2016 enter into an Agreement to provide professional services for the Intersection Curb Ramps in the Downtown Area of the City of Bloomington, Indiana, Des No: 1400166; Contract No.: R-37423, and

WHEREAS, additional time is required to complete the Final Construction Record documentation due to the lack of a field office during construction and additional time is required due to the delays caused by the need to verify that the ramps and walks met PROWAG requirements, and

WHEREAS, the Local Public Agency desires the CONSULTANT to complete the additional services, and

WHEREAS, the CONSULTANT has expressed a willingness to provide the required additional services, and

WHEREAS, in order to provide the additional services, it is necessary to amend and supplement the original Agreement, and

NOW, THEREFORE, it is agreed by and between the parties to amend and supplement said Agreement as follows:

I. Section IV COMPENSATION is modified to read as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$65,752.00.**

II. Sections 1.1 and 1.2 of Appendix "D" are modified to read as follows:

1.1 The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed Sixty Five Thousand Seven Hundred Fifty Two Dollars (\$65,752.00), unless a modification of the Agreement is approved in writing by the Local Public Agency.

Except as herein modified, changed and amended, all terms and conditions of the original Agreement date November 15, 2016 shall continue in full force and effect.

This Amendment No. 1 increases the previous not-to-exceed total of \$55,000.00 by \$10,752.00 to a new not-to-exceed total of \$65,752.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

LOCHMUELLER GROUP, INC.

CITY OF BLOOMINGTON

Michael R. Hinton
President/Chief Executive Officer

Signature

Print Name and Title

Attest:

Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

Signature

Print Name and Title

Date

Signature

Print Name and Title

Date

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Downtown Curb Ramps

Project Manager: Neil Kopper / Roy Aten

Project Description:

This project will construct new intersection curb ramps in the Downtown, Seminary, and West 17th Street portions of the Consolidated TIF. It is possible that the Project will seek to take advantage of efficiencies, and use other funds to construct curb ramps in the downtown area outside the boundaries of the Consolidated TIF.

The project is expected to take three steps. First, an assessment of the existing intersections within these portions of the Consolidated TIF will be completed. Second, new curb ramps will be designed, prioritizing the areas determined to be most in need of new curb ramps. Third, the curb ramps will actually be constructed.

This project is a permissible use of Tax Increment, satisfying all four factors of the Legal Department's TIF Test.

1. It is substantial work that involves the addition of new parts.
2. The improved intersections should have increased value, as they will be safer and more accessible.
3. The improved intersections should perform equally well as a newly constructed intersection.
4. These improvements are not part of the normal life cycle of the intersection.

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

Project Timeline:

Start Date: December 2015
End Date: **July 31st, 2018**

Financial Information:

Estimated full cost of project:	\$662,988
Sources of funds:	
Federal Highway Administration ¹	\$423,720
Consolidated TIF	\$239,268

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	Curb Ramp Assessment and Design	\$87,800.00	January 2016 – December 2017 ²
2	Construction	\$575,188³	March – July 31, 2018

TIF District: Consolidated TIF (Downtown, Seminary, West 17th)

Resolution History: 15-88 Original Project Review and Approval Form
15-101 Approval of Design Contract
16-74 Approval of Construction Inspection Contract
17-21 Approval of Construction Funding
18-11 Approval of Amendment to Construction Inspection Contract

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ INDOT administers the distribution of federal funding to local transportation projects.
² This will extend through the construction phase to ensure engineering services are available throughout the construction process.
³ This includes Construction Inspection (\$65,752) and Construction (\$509,436).

