

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
September 17, 2018
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** – August 20, 2018
- III. EXAMINATION OF CLAIMS** – August 24, 2018 for \$1,386,885.98 and September 7, 2018 for \$48,199.64
- IV. EXAMINATION OF PAYROLL REGISTERS**–August 17, 2018 for \$30,009.19 and August 31, 2018 for \$30,125.23
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. OLD BUSINESS**
 - A. Resolution 18-46: Approval of Funding for the Fourth Street Garage Consultant
- VII. NEW BUSINESS**
 - A. Resolution 18-48: Approval of Funding Agreement for Boys & Girls Club
 - B. Resolution 18-49: Approval of Funding Agreement for Community Kitchen
 - C. Resolution 18-50: Approval of Funding Agreement for Hoosier Hills Food Bank
 - D. Resolution 18-51: Approval of Funding Agreement for Monroe County United Ministries (MCUM)
 - E. Resolution 18-52: Approval of Funding Agreement for Middle Way House (MWH)
 - F. Resolution 18-53: Approval of Funding Agreement for Mother Hubbard’s Cupboard (MHC)
 - G. Resolution 18-54: Approval of Preliminary Engineering Contract Supplement 2 (2nd Street/Bloomfield Road Multimodal Safety Improvements Project)
 - H. Resolution 18-55: Reimbursement of Right of Way Acquisition
 - I. Resolution 18-56: Amendment to Grant Right of Entry to Pedcor Investments
- VIII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, August 20, 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, and Eric Sandweiss

Commissioners Absent: Mary Alice Rickert, Sue Sgambelluri, and Kelly Smith

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

Others Present: Jeff Underwood, City of Bloomington Controller; Ernest Rollins, Herald-Times; Alex Crowley, Director, Economic & Sustainable Development; Larry Allen, Attorney, City Legal Department; Karen Valiquett, CORE Planning Strategies; Brian Payne, Assistant Director Small Business Development, Economic & Sustainable Development

II. READING OF THE MINUTES –Eric Sandweiss moved to approve the August 6, 2018 minutes and the Memorandum of Executive Session for August 6, 2018. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – David Walter moved to approve the claim register for August 10, 2018, for \$148,793.70. Eric Sandweiss seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Eric Sandweiss moved to approve the payroll register for August 3, 2018, for \$35,184.68. David Walter seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Eric Sader was available to answer questions.

B. Legal Report. Larry Allen stated at a previous RDC meeting he was asked to double-check the efficiency of the air conditioning unit at the Buskirk-Chumley. Allen reported the old unit was a 12 seer and the new unit is a 16 seer, there was an increase in efficiency which does make the new unit an appropriate expense of TIF funds.

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

D. CTP Update. Alex Crowley was available to answer questions.

VI. NEW BUSINESS

A. Resolution 18-46: Approval of Funding for Fourth Street Garage Consultant.
Larry Allen stated he planned to table this resolution until the next meeting. Allen explained he only has a draft agreement with CORE Planning Strategies and hasn't received their full scope of services yet.

Alex Crowley introduced Karen Valiquett from CORE Planning Strategies. Crowley stated the city is proposing to engage with CORE Planning Strategies to evaluate renovating and improving the 4th Street parking garage and the potential construction of a new parking garage within the Trades District.

Valiquett stated that their general scope of services includes advising the city on how to procure the parking garages, managing the design and construction process, and assisting with communications involving key stake holders.

David Walter asked Valiquett about her experience with parking garages. Valiquett stated she is a licensed civil engineer. She has worked on several parking garages throughout Indiana from conception to final construction. Five of the garages were in Carmel, Indiana, within the last 3-4 years. She also has experience working with designers, contractors, and redevelopment commissions.

Walter asked who will design the structure, and he asked for some specific names of companies she has previously worked with. Valiquett stated she has worked with the following companies:

- Design - Axis Architecture, American Structurepoint, and CSO Architects
- Construction - Wilhelm Construction and Garmong Construction
- Structural Engineers - Fink Roberts and Petrie, Inc., and McComas Engineering

Walter said it feels like we are getting a double design. Valiquett stated CORE will not handle any of the design construction documents. They will aid in the hiring of the architect or engineer that will be the best fit for these projects.

Crowley stated that CORE will organize the process, lay out time frames, keep the project on track, and assist in determining future parking needs. Valiquett stated a parking garage has a 50-year lifespan, and with a structure that long-lasting, we will be looking at reuse and sustainability elements.

Walter asked if the study on the Fourth Street garage is available. Jeff Underwood said yes, it is available.

Eric Sandweiss asked Valiquett to compare her likely scope of services for this project to previous projects, and more specifically, he asked her to compare the \$200,000 consulting fee. Valiquett stated the Carmel Redevelopment Commission hired CORE 2 years ago with a similar project: they needed two parking garages in a downtown area where stakeholder and downtown coordination was needed. CORE developed all of the design criteria, design standards, and created the RFQ. The RFP went through the process to select the design builder, at which time CORE drove the design and the construction. The consulting fee is determined by attaching an hourly rate to an estimated amount of time required for creating documents, attending design meetings, bi-weekly meetings, and construction-site visits.

Sandweiss asked Valiquett if she understands the need for contractors and architects who have the adaptability to provide the potential future needs or uses for a large concrete structure. Valiquett said yes, it will be at the top of the list. Underwood said city staff will actively be involved in the process.

Don Griffin asked if the commission was voting on the resolution today. Allen explained that the Commission has two options; 1) amend the resolution giving the city authorization to continue negotiating the contract, and once the contract is approved, Don Griffin will have the authority to sign the agreement; or 2) table the resolution until the next meeting.

David Walter pointed out that the Trades District is not mentioned in the title of the resolution. Allen will amend the title to include the Trades District.

Eric Sandweiss said he will vote against approval with the amendments and prefers to postpone the resolution.

Eric Sandweiss moved to postpone Resolution 18-47 until the next meeting. David Walter seconded the motion. The board unanimously approved.

- B.** Resolution 18-47: Approval of Funding for Appraisals for Property along South Walnut Street for the Purpose of Possible Acquisition. Brian Payne stated the city is exploring the possibility of acquiring two properties adjacent to Switchyard Park development. Bids were sent out to all city approved appraisal vendors. Staff has identified Gilbert S. Mordoh & Co, Inc. and First Appraisal Group, Inc. as the best providers of appraisal services.

Don Griffin asked for public comment. There were no comments from the public.

David Walter moved to approve resolution 18-47. Eric Sandweiss seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

18-46
AMENDED RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND CORE PLANNING STRATEGIES, LLC, REGARDING RENOVATION AND IMPROVEMENT OF FOURTH STREET PARKING GARAGE AND CONSULTATION FOR A POTENTIAL PARKING GARAGE IN THE TRADES DISTRICT

- WHEREAS,** pursuant to Indiana Code § 36-7-14 et seq., the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and,
- WHEREAS,** the Consolidated TIF is an allocation area for purposes of tax increment financing; and,
- WHEREAS,** the City of Bloomington (“City”) owns the 4th Street Parking Garage, which is located within the Consolidated TIF; and,
- WHEREAS,** in May 2005, the City of Bloomington’s (“City”) application for Certified Technology Park (“CTP”) designation was approved by the Indiana Economic Development Corporation, for an area encompassing 65 acres in northwest downtown Bloomington; and
- WHEREAS,** the Redevelopment Commission (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of the 12 acres within the CTP to create the geographical center of innovation now called the Trades District; and
- WHEREAS,** in Resolution 15-60, the RDC approved a Project Review and Approval form supporting the effort to begin infrastructure improvements in the Trades District (the “Infrastructure Project”), which is also within the Consolidated TIF; and
- WHEREAS,** tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and,
- WHEREAS,** the definition of “local public improvement” includes parking facilities; and,
- WHEREAS,** in Resolution 18-45, the RDC approved a Project Review and Approval Form (“Form”) supporting improving the hiring of a project manager and consultant to evaluate renovating and improving the 4th Street Parking Garage and the potential construction of new parking garage within the Trades District (“Project”); and

WHEREAS, Phase 1 of the Project is identified as “Pre-Design” and Phase 2 is “Design/Construction”; and

WHEREAS, pursuant to the City’s procurement policies, Staff has identified CORE Planning Strategies, LLC, (“Project Manager”) as the best provider of the consulting and project management services; and

WHEREAS, Staff has negotiated an agreement with CORE Planning Strategies, LLC that is attached to this Resolution as Exhibit A (“Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, CORE Planning Strategies, LLC will consult and manage development of the Project for an amount not to exceed Two Hundred Thousand Dollars (\$200,000); and

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

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

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the above described expenditures for the Project serve the public’s best interests and are an appropriate use of either the TIF or Bond.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Two Hundred Thousand Dollars (\$200,000) to pay for the Project, to be payable in accordance with the terms of the Agreement, including all not to exceed amounts contained within the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.

5. Unless extended by the Redevelopment Commission in a resolution, the authorization provided under this Resolution shall expire on August 31, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

PROJECT MANAGEMENT AGREEMENT

CITY OF BLOOMINGTON, INDIANA

THIS PROJECT MANAGEMENT AGREEMENT (the "Agreement") is effective as of the ___ day of August, 2018, between the City of Bloomington, Indiana, the City of Bloomington Redevelopment Commission (collectively the "Owner"), and CORE Planning Strategies, LLC, ("Project Manager").

WHEREAS, the Owner desires to build two parking garages in the downtown area. A new 4th Street Garage would serve the downtown area as well as the upcoming hotel and convention center. The Trades District Garage would be a new parking garage to support existing and future development in the Trades District herein as the "Projects." The estimated cost for the projects has not yet determined.

Agreement

NOW, THEREFORE, the parties hereby agree as follows:

1.1 The term "Designer" means and includes all architects and engineers furnishing architectural/engineering services in connection with any aspect of the Projects (the "Work").

1.2 The term "Builder" means and includes all contractors, subcontractors, materialmen, suppliers and vendors performing and/or furnishing labor, services, materials, supplies and equipment (the "Work") and incorporated herein.

1.3 The term "Developer" means and includes both the Designer and the Builder who have teamed together to design, build, and develop the property.

1.4 The term "Contract Documents" means and includes the drawings and specifications relating to any project prepared or to be prepared by the Designer. All of the service described in this Section 1.7 and in the following Sections 1.8-1.12 shall all be considered "Services" under this Agreement.

1.5 The Services to be performed under this Agreement shall commence the date of this Agreement and shall be completed no later than the schedule outline in Section 1.10.

1.6 The Project Manager is not an agent of the Owner, but an independent contractor with authority to act on behalf of the Owner only to the extent provided in this Agreement.

1.7 The Project Manager shall further the interests of the Owner by furnishing the Project Manager's best skill and judgment in planning, managing, and coordinating the design and construction phases of the Projects. The Project Manager's Representative shall furnish a qualified professional staff for the performance of the services under this Agreement. The Project Manager shall provide the persons identified in Exhibit A attached hereto.

1.8 Standard of Care. Project Manager shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Project Manager and by mutual agreement between the parties, the Project Manager will, without additional compensation, correct those services not meeting such a standard.

1.9 Notwithstanding any other provision of this Agreement, it is the intent of the parties that CORE Planning Strategies, LLC shall act as the Project Manager in connection with the Projects. Therefore, the Project Manager shall (i) assist the Owner in the performance of all Owner obligations under the Contract Documents; (ii) review all documents submitted to the Owner for review and make appropriate recommendations to the

Owner, and (iii) take such action as it deems necessary to protect the Owner's interests in the Projects, including budgeting, scheduling and quality.

1.10 The Project Manager shall provide services as denoted in Exhibit B.

1.10.1 Overarching goals of the Projects are:

- Attract development to downtown Bloomington
- Expand public parking capacity
- Serve existing businesses

1.11 The Project Manager shall develop an overall project schedule and budget. The cost reporting system will be provided by the Owner. The preliminary schedule is forecasted as:

Phase 1 - Pre-Design: August 2018 – December 2018

Phase 2: Design/Construction: January 2019 – May 2020

1.12 The Project Manager shall coordinate and provide direction to the Owner's Developer.

1.13 Phase II Work as outlined in Exhibit B will include the following:

1.13.1 The Project Manager will provide a technical review of Design and Construction Documents at each of two design phases and provide a written deficiency list for Owner review and comment. Project Manager will also work with Designer to work through all identified deficiencies.

1.13.2 The Project Manager shall, upon request by the Owner, act on behalf of the Owner during design and construction and take such action (or recommend such action to the Owner) to see that the Projects are completed in accordance with its requirements.

1.13.3 The Project Manager shall participate in the Builder's "punch lists" walkthrough to identify construction items which may be unfinished, outstanding, incomplete or in need or correction and shall supplement or modify any such punch list based upon the Project Manager's own inspection of the Work.

1.13.4 The Project Manager shall review each Builder's final application for payment and monitor the final payment process to ensure that payment is made in accordance with the Contract Documents.

1.14 Basic Compensation.

1.14.1 For all services, as described in this Agreement, Project Manager's Compensation shall be an amount not to exceed \$200,000, which includes the following:

Phase I - PRE-DESIGN	\$36,800	(assumes 5 months)
Phase II – DESIGN/CONSTRUCTION	\$97,500	(assumes 17 months)
Reimbursable Expenses:	\$6,000	(Estimated for mileage and copies only)
Reimbursable Expenses:	TBD as Required	(Invoiced at cost + 10% management)*
		*This includes site surveys, environmental studies, geotechnical studies, or other due diligence studies required to develop project scope/requirements.
Allowance for Conceptual Designs	\$8,000	

1.14.1.1 Such amount includes all amounts payable to Project Manager.

Payment shall be made in monthly installments as identified in the Exhibit C – Fee Schedule. In the event of delay, such monthly payments shall be recalculated and paid as agreed upon by the Owner and the Project Manager, based on the percentage of work completed.

1.15 Compensation for Additional Services.

1.15.1 Compensation for Additional Services shall be based upon hourly rates of compensation computed based on the following Hourly Rates. No Additional Services shall be provided or billed for by Project Manager unless agreed to in writing by Owner.

1.15.2 Rate Schedule:

Employee Classification	2018 Hourly Rate
Managing Principal	\$ 204
Project Manager	\$ 131
Project Coordinator	\$ 105
Executive Administrative Assistant	\$ 85

Hourly rates increase at a rate of 5% each year at the beginning of each calendar year.

1.16 Reimbursable expenses include mileage (based on IRS standard rate) and any large format and/or color copies beyond what is required for owner review meetings. These items will be billed to the Owner as a reimbursable cost. It is assumed large scale prints/reproductions of the design and construction documents will be provided by Developer. If not provided by the Developer, this will also be a reimbursable expense.

1.17 Payments are due and payable forty-five (45) days from the date of the invoice.

1.18 Insurance.

1.18.1 The Project Manager, at no expense to the Owner, shall carry and maintain during the continuance of this Agreement and for a period of one (1) year after Substantial Completion of the Projects, professional liability insurance in the amount of Two Million Dollars (\$2,000,000.00) for single claims and Two Million Dollars (\$2,000,000.00) in the aggregate. Owner shall be named as an additional insured on the General Liability Policy and a copy of the Certificate will be provided evidencing Owner as an additional insured.

1.18.2 During the performance of any and all Services under this Agreement, Project Manager shall also maintain, at no cost to the Owner, Commercial General Liability insurance, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and Automobile Liability Insurance, with a minimum combined single limit of \$500,000 for each person and \$500,000 for each accident.

1.18.3 The Project Manager will carry workers' compensation insurance in at least the statutory minimum and provide copies of policies showing Owner as an additional insured and requiring 30 days' notice to Owner before any change or cancellation and requiring the Project Manager's Representative to provide a certificate from the State Workers' Compensation Board demonstrating coverage.

1.18.4 All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. Owner, the City of Bloomington, and its officers, employees shall be included as additional insured under the Commercial General Liability, and Automobile policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

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

1.19 The Project Manager agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Project Manager's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom the Project Manager is legally liable. Neither the Owner nor the Project Manager shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

1.20 The Project Manager will undertake all such additional activities not expressly stated that are reasonably necessary or appropriate to advise the owner on all foreseeable issues in the design and construction of the new building without additional compensation unless otherwise agreed to by the parties in writing.

1.21 This Agreement shall be governed by the laws of the State of Indiana without regard to conflict of laws.

1.22 All of the remedies permitted or available to either party under this Agreement, or at law in equity, shall be cumulative and shall survive the termination of this Agreement or the completion of the Projects, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. However, remedies that survive termination of this Agreement as stated above only survive for an amount of time equal to the applicable statute of limitations for a specific claim brought.

1.23 In the event that any term or provision, or part thereof, of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in whole or in part, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is held invalid, void or unenforceable shall not be affected thereby and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

1.24 The Project Manager and the Owner hereby irrevocably consent to the jurisdiction of the State or Federal courts located in Monroe County, Indiana, over any matter relating to this Agreement and, to the extent permitted by law, waive any objection based on venue to a proceeding in any such court.

1.25 If the Project Manager employs any person, firm or corporation to perform any of its services, payment for such service or performance shall be the sole responsibility of the Project Manager.

1.26 If the Owner cancels this Agreement, the Owner agrees to pay for any time or costs incurred before receipt of the cancellation.

1.27 Termination Without Cause. Either party may terminate this agreement without cause upon thirty (30) days written notice. In the event of termination, Owner shall pay Project Manager the monthly installment provided in Exhibit C, pro-rated through the date of termination. No additional amounts shall be due from Owner to Project Manager.

1.28 Notice. Any notice required by this Agreement shall be made in writing to the addresses specified below:

Owner:

Larry Allen, Assistant City Attorney
City of Bloomington
401 N. Morton Street, Suite 220
Bloomington, IN 47404

Project Manager:

Debra S. Kunce, Managing Principal
CORE Planning Strategies, LLC
200 S. Meridian Street, Suite 301
Indianapolis, IN 46225

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

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

1.30 Verification of Employees' Immigration Status. Project Manager 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). Project Manager shall sign an affidavit, attached as Exhibit D, affirming that Project Manager 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.

Project Manager 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 Project Manager or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Project Manager or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Project Manager or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Project Manager 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 Project Manager or its subcontractor did not knowingly employ an unauthorized alien. If the Project Manager 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 project manager. If the City terminates the Agreement, the Project Manager or its subcontractor is liable to the City for actual damages.

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

1.31 Non-Collusion. Project Manager is required to certify that it has not, nor has any other member, representative, or agent of the Project Manager, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer, and that this offer is made without reference to any other offer. Project Manager shall swear under oath, via signed affidavit, attached as Exhibit F and by this reference incorporated herein, that Project Manager has not engaged in any collusive conduct.

OWNER:

City of Bloomington

By: _____
Philippa Guthrie, Corporation Counsel

PROJECT MANAGER:

CORE Planning Strategies, LLC

By:  _____
Debra S. Kunce, Managing Principal

City of Bloomington Redevelopment Commission

By: _____
Donald Griffin, RDC President

ATTEST:

By: _____
Mary Alice Rickert, Secretary

Exhibit A – Proposed Staffing

Staff Name	Company Name	Team Role
Karen Valiquett, PE	CORE Planning Strategies, LLC	Project Manager
Deb Kunce, FAIA	CORE Planning Strategies, LLC	Managing Principal
TBD	CORE Planning Strategies, LLC	Project Coordinator

CORE Planning Strategies offers a team that blends decades of experience in planning, design and construction with helping owners see projects through from concept to concrete. The proposed team includes both Deb Kunce and Karen Valiquett. Karen will lead the Pre-Design and the Design/Construction phases and be the day-to-day contact, with Deb advising and assisting as needed.

Exhibit B – Matrix of Responsibilities

Proposed Responsibility Matrix



		Owner / Legal / Insurance	Project Manager (CORE Planning Strategies)	Designer/Contractor
Master Budget and Schedule				
	Develop, Update, and Report		x	
	Project Accounting/Audit	x	x – review and compliance	
	Review and Approve	x		
Communications				
	Communications Plan	x - approve	x - develop	
	Identify and Engage Stakeholders	x	x	
	Coordination with City Agencies	x		x
	Monthly Update for Stakeholders	x - approve/distribute	x - develop	
	Public Meetings (if req'd)	x		
	External Communications	x		
	Regular Updates	x	x - develop	
Contract Procurement - Design/Build				
	Criteria Development	x - approve	x - develop	
	D/B RFQ & RFP	x - approve	x - develop	
	Evaluation / Selection	x	x - facilitate	
	Final contract agreements	x - lead	x - support	
	Contract Management	x	x - compliance	
Design Phase / Preconstruction				
	Design and Documentation	x - approve	x - review	x
	Utilities Coordination	x - support	x - support	x
	Coordination Meetings	x	x	x - lead
	Work thru Project Constraints	x	x	x
	Construction cost estimates		x - review	x
	Construction scheduling	x - approve	x - support	x
	Technical Reviews and value engineering	x - approve	x	x
	Deviations List from Project Parameters		x	
Regulatory Approvals				
	Identify Governmental & Regulatory Approvals	x	x - support	x - lead
	Code Compliance			x
	Application Process	x - approve		x - lead
	Public Notice	x - approve		x
	Financial	x		
	Hearings/presentations	x	x	x
Construction Phase				
	Pre-construction Coordination Meeting	x	x	x
	Construction Permitting	x - approve	x - compliance	x
	Construction			x
	Attend Bi-Weekly Construction Progress Meetings	x	x	x
	Construction Site Visits / Monthly Reports		x	
	Submittals	x-review	x-facilitate owner comments	x
	RFI's			x
	Change Orders	x-approve	x-review	x
	Punch List	x-participate	x-participate	x-generate
	As-Builts	x-approve	x-review	x

Exhibit C – Fee / Invoicing Schedule

PREDEVELOPMENT PHASE	FEE
Sept 2018	\$7,360
Oct 2018	\$7,360
Nov 2018	\$7,360
Dec 2018	\$7,360
Jan 2019	\$7,360
Feb 2019	\$5,735
Mar 2019	\$5,735
Apl 2019	\$5,735
May 2019	\$5,735
June 2019	\$5,735
July 2019	\$5,735
Aug 2019	\$5,735
Sept 2019	\$5,735
Oct 2019	\$5,735
Nov 2019	\$5,735
Dec 2019	\$5,735
Jan 2020	\$5,735
Feb 2020	\$5,735
Mar 2020	\$5,735
Apl 2020	\$5,735
May 2020	\$5,735
June 2020	\$5,735
Total	\$134,295.00

Exhibit D – E-Verify Affidavit

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Debra S. Kunce, Managing Principal

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2018.

Notary Public’s Signature

Printed Name of Notary Public

Notary Commission Number: _____

My Commission Expires on: _____

Exhibit E – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
08/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walker & Associates 7364 E. Washington Street Indianapolis IN 46219		CONTACT NAME: Jessica Crews PHONE (A/C, No, Ext): (317) 353-8000 FAX (A/C, No): (317) 351-7149 E-MAIL ADDRESS: jessica@walkeragency.com	
INSURED Core Planning Strategies, LLC 200 S. Meridian St. Suite 301 Indianapolis IN 46225		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: RLJ Insurance Co. INSURER B: Liberty International Underwriters 23043 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL181211373 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC. OTHER:			PSB0001950	01/09/2018	01/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0001950	01/09/2018	01/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001969	01/09/2018	01/09/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0001867	01/09/2018	01/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (claims-made form)			AEXNYAA9BRG002	01/09/2018	01/09/2020	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability, Automobile and Umbrella coverage shown above provides for additional insured when agreed by contract or agreement. General Liability, Automobile and Umbrella coverage is provided on a primary, non-contributory basis when agreed by contract or agreement. General Liability, Automobile and Workers Compensation include a waiver of subrogation when agreed by contract or agreement. General Liability includes Contractual Liability per the terms of the policy. Umbrella liability does NOT extend over professional liability.

CERTIFICATE HOLDER City of Bloomington 401 N. Morton St Bloomington IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit F – Non-Collusion Affidavit

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

CORE PLANNING STRATEGIES, LLC

By: _____

Printed Name and Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature

Printed Name of Notary Public

Notary Commission Number: _____

My Commission Expires on: _____

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: **4th Street Garage Improvement and Parking Garage Evaluation**

Project Manager: Jeff Underwood, Controller

Project Description:

This is a project is to retain the services of a project manager and consultant to renovate and improve the 4th Street Parking Garage and to evaluate the potential construction of a parking garage within the Trades District.

Project Timeline:

Start Date: August 2018

End Date: August 2020

Financial Information:

Estimated full cost of project:	\$200,000
Sources of funds:	Consolidated TIF / 2015 TIF Bond

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

Step	Description	Quoted Cost	Timeline
1.	Consultant – Pre-Design	\$36,800	Aug. 2018 – Feb. 2019
2.	Conceptual Design and Expenses	\$8,000	Feb. 2019
3.	Due Diligence, Site Surveys, and Technical/Environmental Studies	TBD/As Needed	TBD
4.	Design/Construction (Includes Reimbursable Expenses)	\$103,500	Feb. 2019 – Aug. 2020

TIF District: Consolidated TIF (Downtown)/2015 TIF Bond

Resolution History: 18-45: Approval of Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**18-48
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-18-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Crestmont Boys and Girls Club Program, Boys and Girls Clubs of Bloomington have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Boys and Girls Clubs of Bloomington for the provision of services for the Crestmont Club Program is approved for an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
BOYS AND GIRLS CLUBS OF BLOOMINGTON, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON

THIS AGREEMENT, entered into this ____ day of _____, 2018, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Boys & Girls Clubs of Bloomington, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 803 N. Monroe Street, Bloomington, IN 47404 (Hereinafter referred to as “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-18-MC-18-0013 to the Subrecipient; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Crestmont Boys and Girls Club Program during CDBG Year 2018-2019 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide afterschool youth programming at the Crestmont Club focused on academic success, healthy lifestyles, and character & leadership
-------------	---

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one of the CDBG program’s National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

Presumed benefit: _____

Income Eligibility: _____

Activity Nature and Location: Providing subsidized after school care to at risk youth and the service is located within the local Bloomington Housing Authority; demographic information will be collected to demonstrate that 51% or more of households served are CDBG eligible.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	40	480

Unit of activity would equal one CDBG eligible youth served.

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2018 and end on the 31st day of May, 2019. The last claim for services rendered must be filed before May 10, 2019.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$25,000
Per Unit Accomplishment Amount	\$52

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Twent-Five Thousand Dollars (\$25,000.00)**. Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient’s funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department’s CDBG programs.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

<p>Grantee:</p> <p>Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Jeff Baldwin, Executive Director Boys & Girls Clubs of Bloomington, Inc. P.O. Box 1716 Bloomington, Indiana 47402 Tel: (812) 332-5311 Fax: (812) 332-9750</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

- A. General Compliance**
The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. “Independent Contractor”**
Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.
- C. Hold Harmless**
The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.
- D. Workers’ Compensation**
The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.
- E. Grantor Recognition**
The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.
- F. Amendments**
The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principals for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
- g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
- h. "Monthly Client Profile Form" each month through May 31, 2019;
- i. Submit performance measurements as required by HUD; and,
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.

3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:

- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. **Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly

basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- June, July, August, September, October and November claims must be submitted no later than December 12, 2018.
- December, January and February claims must be submitted no later than March 15, 2019.
- March, April and May claims must be submitted no later than May 10, 2019.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient

with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit B, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City

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

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

IX. OTHER APPLICABLE FEDERAL REQUIREMENTS

A. CFR 24 Part 570 Subpart K – Other Program Requirements

- 1. 570.600 General
- 2. 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
- 3. 570.602 Section 109 of the Act.
- 4. 570.603 Labor standards.
- 5. 570.604 Environmental standards.
- 6. 570.605 National Flood Insurance Program.
- 7. 570.606 Displacement, relocation, acquisition, and replacement of housing
- 8. 570.607 Employment and contracting opportunities.
- 9. 570.608 Lead-based paint.
- 10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
- 11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
- 12. 570.611 Conflict of interest.
- 13. 570.612 Executive Order 12372.
- 14. 570.613 Eligibility restrictions for certain resident aliens.
- 15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
- 16. 570.615 Housing counseling.

B. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

1. FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

a. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

b. System for Award Management (SAM)

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

c. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

Donald Griffin, President

Date: _____

Mary Alice Rickert, Secretary

Date: _____

Boys and Girls Clubs of Bloomington, Inc.

Jeff Baldwin, Executive Director

Date: _____

**18-49
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-18-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Free Meals Program, Community Kitchen of Monroe County, Inc. have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Community Kitchen of Monroe County, Inc. for the provision of services for the Free Meals Program is approved for an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**18-50
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-18-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Food Distribution Program, Hoosier Hills Food Bank, Inc. have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Hoosier Hills Food Bank, Inc. for the provision of services for the Food Bank Program is approved for an amount not to exceed Twenty-two Thousand Eight Hundred Forty-Nine Dollars (\$22,849.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**18-51
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-18-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Childcare Program, Monroe County United Ministries have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Monroe County United Ministries for the provision of services for the Childcare Program is approved for an amount not to exceed Thirteen Thousand Eight Hundred Forty-Nine Dollars (\$13,849.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**18-52
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-18-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Emergency Domestic Violence Shelter, Middle Way House, Inc. have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Middle Way House, Inc. for the provision of services for the Domestic Violence Shelter Program is approved for an amount not to exceed Thirteen Thousand Eight Hundred Forty-Nine Dollars (\$13,849.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**18-53
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-18-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Food Pantry Program, Mother Hubbard's Cupboard have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Mother Hubbard's Cupboard for the provision of services for the Food Pantry Program is approved for an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

18-54
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**APPROVAL OF SECOND SUPPLEMENT TO AGREEMENT AND
AMENDMENT TO FUNDING APPROVAL IN RESOLUTION 17-18 FOR
DESIGN OF 2ND STREET / BLOOMFIELD ROAD MULTIMODAL SAFETY
IMPROVEMENTS**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, on December 5, 2016, the City of Bloomington (“City”) brought the RDC a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would complete multimodal safety improvements along West 2nd Street / West Bloomfield Road (“Project”); and
- WHEREAS, the RDC approved the Form in Resolution 16-78, which identified the Consolidated TIF as a potential source of funding for the Project; and
- WHEREAS, Step 1 of the Project was identified as “Preliminary Engineering”; and
- WHEREAS, pursuant to the RDC’s approval of the Project in Resolution 16-78, Staff solicited responses, and identified the response from Parsons Brinckerhoff, Inc., which thereafter changed its corporate name to WSP USA Inc. (“WSP USA”) for \$246,986.04 for the Preliminary Engineering Services for the Project as the best response; and
- WHEREAS, Staff negotiated an agreement with WSP USA that is attached to this Resolution as Exhibit A (“Agreement”); and
- WHEREAS, in Resolution 17-18, the RDC approved the Agreement in an amount not to exceed \$246,986.04 to pay for the Preliminary Engineering Services; and

WHEREAS, the RDC approved a supplement to the agreement in Resolution 18-06 that included a revised scope of services and increased the total cost of the project by \$34,765.00, for a total project cost not to exceed \$281,751.04; and

WHEREAS, Staff and WSP USA have determined that the Agreement must be supplemented again as set forth in the attached Exhibit B to refine the scope of services in order for WSP USA to complete the services to the City's satisfaction; and

WHEREAS, the revised scope of services will result in an increased cost of \$11,437.08, for a total project cost not to exceed \$293,188.12; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Preliminary Engineering Services for the Project pursuant to the terms of the Agreement; and

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

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC approves the supplement to the Agreement as set forth in Exhibit B to this Resolution. The funding approvals in Resolutions 17-18 and 18-06 for an amount not to exceed Two Hundred Eighty-One Thousand Seven Hundred Fifty-One Dollars and Four Cents (\$281,751.04) to pay for the Preliminary Engineering Services shall be replaced by an approval for an amount not to exceed Two Hundred Ninety-Three Thousand One Hundred Eighty-Eight Dollars and Twelve Cents (\$293,188.12) to pay for such services. Resolutions 17-18 and 18-06 remain otherwise unchanged.

3. The funding authorizations contained in this Resolution are contingent on the Board of Public Works approving the amendment to the Agreement. In the event that the Board of Public Works does not approve the amendment to the Agreement, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC's records.

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 2/21, 20 17 ("Effective Date") by and between the City of Bloomington, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Parsons Brinckerhoff, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of New York.

Des. No.: 1601851

Project Description: Signal upgrades at the intersections of Bloomfield & Landmark and Bloomfield & Patterson, and the design of a segment of multiuse path along the north side of Bloomfield between Adams & Patterson

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 I 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 12/31/19. 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 **\$246,986.04**.

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:

Neil Kopper, PE
Planning & Transportation Dept, City of Bloomington
401 N. Morton St., Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Ericka Miller, PE, PTOE
WSP | Parsons Brinckerhoff, Inc.
115 W. Washington Street, Suite 1270S
Indianapolis, IN 46204

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.

[Remainder of Page Intentionally Left Blank]

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.

CONSULTANT

Shelby Swango
Signature

Shelby A Swango Area Manager
(Print or type name and title)

Attest:

N Bolden 2/23/17
Signature

Nicole Bolden, Clerk
(Print or type name and title)

LOCAL PUBLIC AGENCY

Kyla Cox Deckard
Signature

Kyla Cox Deckard President, Board of
(Print or type name and title) 2/21/17 Public works

Frank Sabatine 2/23/17
Signature

Frank Sabatine, Interim Director, Dept. of
(Print or type name and title) Planning + Transportation

Philippa M. Guthrie
Signature

John Hamilton, Mayor
(Print or type name and title)

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 2.14.17

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 2/16/17
FUND/ACCT: 439

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:

SCOPE OF WORK

2nd/Bloomfield

The CONSULTANT has been selected to prepare final contract documents for a new segment of multiuse path along the north side of Bloomfield between Adams & Patterson and traffic signal replacements at the intersections of Bloomfield & Landmark and Bloomfield & Patterson. Design plans will include one signal head per lane, traffic signal backplates, pedestrian countdown indications, accessible push-buttons, and upgraded curb ramps. Some minor geometric improvements are also expected. The final contract documents will include plans, specifications and a cost estimate. The following Scope of Work outlines the key steps necessary for project development:

Task 1. Project Set-Up and Ongoing Management

Through its Business Management System (BMS), the CONSULTANT has a recognized project management and quality control system with an established series of tracking templates. It is through the BMS that the CONSULTANT manages its projects, facilitating the team's adherence to project scope, schedule and budget. The CONSULTANT's project manager, Ericka Miller, will comply with the BMS procedures by preparing a project management plan and associated documents to guide the project. This shall include a schedule and monthly reviews of project budget and expenditures.

Monthly invoices will be prepared for submittal to the LPA. Invoices will include a monthly progress report and will show percent of each task completed during the billing cycle, as well as the total percent of each task completed to date. At the LPA's request, project manager Ericka Miller will also assist with quarterly reports for the Bloomington/Monroe County Metropolitan Planning Organization (BMCMPPO) and call into quarterly tracking meetings as necessary.

Task 2. Topographic Survey Data Collection

The CONSULTANT will provide topographic survey as follows:

- intersection of Bloomfield & Landmark
 - 250' back from stop bar on west leg; 350' back from stop bar on east leg
 - 70' north/south of centerline, for 140' total width
 - 200' back from stop bar on north leg
 - 50' east/west of centerline, for 100' total width
 - 50' back from sidewalk crossing on south leg
 - Corridor width – approx. 50' width centered on driveway

- intersection of Bloomfield & Patterson
 - 250' back from stop bar on all legs
 - 100' total width, 50' from centerline
- Bloomfield Rd from Adams St to Patterson Dr
 - Will tie in with intersection above
 - Western limit should include curb ramps on the NW & SW corners of Bloomfield & Adams – survey through intersection to pick up all four ramps
 - Corridor Width
 - south side of Bloomfield - 50' from centerline
 - north side of Bloomfield - 75' from centerline

As a part of this effort, the CONSULTANT will:

- Prepare a Notice of Survey to comply with Indiana Code IC 8-23-7-26 through 8-23-7-28.
- Determine the location of monuments which may control the centerline, right-of-way lines and other boundary lines.
- Establish vertical data based on the North American Vertical Datum of 1988.
- Identify horizontal location of utilities as marked by the individual utilities through a notice sent to Indiana811. Where utilities are accessible through structures, vertical information regarding the utilities shall be shown.
- Set and reference survey centerlines in accordance with the current Indiana Design Manual.
- Prepare a field survey book that complies with INDOT requirements and include a location control route survey plat.

Task 3. Environmental Document

The following scope is based on the assumption of a Level 1 CE document (R/W less than 0.5 acre).

Field Reconnaissance: NS Services will send survey notice letters to adjacent property owners. NS Services will visit the project area and record all pertinent data necessary for the CE document.

Early Coordination & Red Flag: NS Services will send early coordination letters and appropriate graphics to pertinent agencies or persons to elicit responses for inclusion into the project commitments for the CE document. NS Services will complete an RFI report and submit to INDOT for approval.

Archaeological/Historic Architecture (Section 106): It is assumed that this project will fall under the Minor Project Programming Agreement (MPPA), requiring INDOT Cultural Resource Office (CRO) review.

A qualified professional historian will conduct a field check to document the existing conditions of the project vicinity and confirm that no unusual features contributing to the historic district would be impacted. A summary of their findings will be written and submitted to INDOT Cultural Resources Office (CRO) to obtain their concurrence. If no unusual features are identified, and INDOT, CRO concurs with the finding, Section 106 responsibilities would be concluded.

If unusual features are identified, which would invalidate the usage of the MPPA, a full Section 106 review will be required. These documents would be outside of this scope of work and would require additional fees.

Categorical Exclusion / Environmental Documentation: The CE documentation includes gathering and documenting information applicable to the scope of the project and the resulting impacts to the natural and

man-made environment. The draft CE Documents will be submitted to INDOT for review, approval and signature. The signature would serve as the final approval of the document, as the project is not expected to exceed the guidelines for required public involvement of the INDOT Public Involvement Manual.

Task 4. Conceptual Design

The CONSULTANT will develop preliminary design concepts for the LPA's review/approval. Per the scoping meeting held on 1/5/17, the CONSULTANT will review recently completed capacity analysis related to the project area. Synchro files will be provided to the CONSULTANT by the LPA. Final decisions regarding possible geometric changes will consider the results of the capacity analysis. Per the LPA, only existing year traffic volumes will be considered.

The following design elements will be considered:

- Multiuse path along the north side of Bloomfield between Adams & Patterson
 - 10'-width desired; 8'-width minimum (these widths assume there is a buffer between the path and the street)
 - INDOT standard pavement section will be utilized
 - Installation of curb & gutter from Plumbing Supply driveway east to Patterson
 - Potential for reduced lane widths on Bloomfield
 - Minimum lane width of 10' preferred (minimum lane width of 11' for curb lane)
 - Potential for retaining wall (cast-in-place wall with a form-liner)
- Signal upgrades – Bloomfield & Patterson and Bloomfield & Landmark
 - Explore strategies to reduce motor vehicle turning speeds and reduce pedestrian exposure. Strategies may include smaller corner radii or other geometric features.
 - Storm sewer design as necessary
 - New traffic signal controllers
 - Proprietary materials justification will likely be required for Econolite Cobalt controllers
 - One signal head per lane with backplates
 - Black mast arms and poles
 - Pedestrian countdown indications and APS push-buttons
 - Proprietary materials justification will likely be required for Polara push-buttons
 - Continental crosswalks and PROWAG-compliant curb ramps (two ramps per corner where possible)
 - Emergency vehicle preemption at the intersection of Bloomfield & Patterson
 - Proprietary materials justification will likely be required for Opticom emergency vehicle preemption

Task 5. Stage 2

After the LPA has reviewed and commented on the design concepts, the CONSULTANT will refine the design and provide preliminary plans to the LPA to include on a project website. A preliminary cost estimate will also be provided to the LPA at this stage. The Stage 2 plans and estimate will be submitted to the LPA only (not INDOT).

The CONSULTANT will schedule a preliminary field check with LPA staff, applicable utilities and INDOT representatives to review the preliminary design plans. Plans will be distributed to utility representatives in

advance of this meeting, and meeting minutes will be distributed to attendees after the meeting. After the preliminary field check, the CONSULTANT will review utility concerns and work with the utilities to determine the best means to resolve conflicts, either through redesign or utility relocation. The CONSULTANT will coordinate with the utilities to obtain work-plans for all utilities that are potentially impacted by the project.

At this stage, pavement design will be coordinated with INDOT for approval in the form of an INDOT LPA Pavement Design Request form and abbreviated proposed pavement design.

Task 6. Stage 3

After the LPA has reviewed and commented on the Stage 2 plans, the CONSULTANT will prepare Stage 3 plans and specifications, and will include applicable items from the Indiana Design Manual (IDM) 14-2.01(12). All design will be in accordance with the current IDM, the current Indiana Manual on Uniform Traffic Control Devices (IN MUTCD), and the Public Rights-of-Way Accessibility Guidelines (PROWAG). At the completion of the utility coordination effort, work-plans will be gathered, and a corresponding utility certification form will be submitted to INDOT. The CONSULTANT will submit the contract prep document to the INDOT Area Engineer and upload Stage 3 plans to ERMS for INDOT review/comment. The CONSULTANT will also provide the Stage 3 design documents to the LPA for review/comment.

The CONSULTANT will send one representative to participate in up to two meetings with property owners in Bloomington; it is assumed that these meetings will be coordinated by the LPA.

Task 7. Final Tracings

After the receipt of comments from the LPA and INDOT, the CONSULTANT will make necessary changes/updates, and a final plan set will be developed for bid. Final Tracings design documents will include applicable items from IDM 14-1.02(04).

Construction cost estimates will be based on the CONSULTANT's professional experience and judgment and shall be deemed to represent the CONSULTANT's opinion. The CONSULTANT has no control over the cost of labor, material, equipment and other relevant factors that could influence the ultimate construction costs. Thus, the CONSULTANT does not guarantee that proposals, bids, or the actual facility cost will be the same as the CONSULTANT's estimate of probable construction cost or that construction costs will not vary from its opinions of probable cost.

The CONSULTANT will upload Final Tracings to ERMS for INDOT approval. The CONSULTANT will also provide the Final Tracings design documents to the LPA for reference.

Task 8. Bidding Process & Post Bid Services

The CONSULTANT will be available to answer questions related to the final contract documents; up to 20 hours of services will be provided by the CONSULTANT.

Task 9. Geotechnical Services

The CONSULTANT will obtain the necessary geotechnical data and prepare the geotechnical report.

Results/Deliverables will include:

- Geotechnical data collection and analysis
- Geotechnical Report
- Geotechnical Review of Final tracings submittal

The project will require a geotechnical investigation in accordance with the INDOT Office of Geotechnical Services 2016 INDOT Geotechnical Manual. Based on review of published geologic mapping, bedrock is anticipated to be shallow and encountered within 10 feet of the ground surface. Furthermore, nearby bedrock units may be karst prone.

The investigation is anticipated to consist of the following elements:

- For Intersection Improvements at Bloomfield Rd and Patterson Dr
 - 1 Traffic Structure Cantilever Borings TS-1
 - 1 Road Boring RB-1 to Top of Rock (assumed 10 feet)
 - 2 pavement cores (1 taken at each boring location)

- For Retaining Wall on North Side of Bloomfield Rd from Adams St to Patterson Dr
 - Wall Height 6 feet with sloping backfill
 - Wall Length 550 feet
 - Retaining Wall Back Borings Every 100 feet for wall less than 20 feet high
 - RW-1, RW-3, RW-5, RW-7 with 10 foot rock core
 - RW-2, RW-4, RW-6 to top of rock

- For Intersection Improvements at Bloomfield Rd and Landmark Dr
 - 1 Traffic Structure Cantilever Borings TS-2
 - 1 Road Boring RB-2 to Top of Rock (3 SPTs) (assumed depth of 10 feet)
 - 2 pavement cores (1 taken at each boring location)

Activities will include:

- Geotechnical Scoping Meeting with INDOT Office of Geotechnical Services to coordinate geotechnical investigation.
- Coordinate selection of pavement core and test boring locations with INDOT OGS.
- Coordinate Indiana 811 (formerly Indiana Underground Plant Protection Service) for underground utility locate service requests at and around test boring locations.
- Provide traffic control on Bloomfield Rd to obtain pavement cores and soil samples.
- Obtain full depth pavement cores with base material thickness measurements and four continuous split-spoon samples through the subgrade and underlying material.
- Perform laboratory testing on soil samples including classification tests and moisture content.
- Develop geotechnical report including test boring logs, discussion of findings including pavement core photographs and geotechnical recommendations.

Task 10. Title Research and Right-of-Way Plan Development

Per the scoping meeting held on 1/5/17, it is assumed that construction could impact up to ten (10) parcels. The CONSULTANT will perform title research on ten (10) parcels to INDOT minimum standards, for a 20-year search, which will include copies of all required documents. The CONSULTANT will provide right-of-way engineering services for the ten (10) parcels in accordance with INDOT Right-of-Way Engineering Procedures Manuals (1975 and 1998) and Indiana Administrative Code 865 IAC 1-12, (Rule 12). Appraisal Problem Analysis (APA) will also be performed for the ten (10) parcels in accordance with the INDOT Real Estate Division Manual (2016).

It should be noted that appraisals could begin before environmental approval is obtained if necessary, per MAP21.

Assumptions/Exclusions:

- Although the Long Range Plan shows Bloomfield as a future five-lane section, it should be noted that this project will not increase the number of motor vehicle lanes.
- It is assumed that a Level 1 CE document will suffice for this project. Additional environmental documentation can be prepared, if required by INDOT, for an additional fee, to be mutually agreed upon.
- Based on aerial review of the project area, no streams, ditches or water bodies are present; therefore, a Waters Report is not required. If necessary, a Waters Report can be developed for an additional fee, to be mutually agreed upon.
- Noise/air quality services are not included in this scope of work, but can be conducted for an additional fee, to be mutually agreed upon.
- If this project does not fall under the MPPA, a full Section 106 can be completed for an additional fee, to be mutually agreed upon.
- It is assumed that there will be two (2) plan submittals to INDOT: Stage 3 and Final Tracings.
- It is assumed that a full pavement design report will not be required by INDOT. However, the CONSULTANT will submit a pavement design request form to INDOT that summarizes the following information:
 - Project Summary
 - Existing Conditions
 - Traffic Data
 - Proposed Patching and Pavement Treatment Options
- No traffic counts or pedestrian counts are included in this scope of work, but can be conducted for an additional fee, to be mutually agreed upon.
- The CONSULTANT will provide deliverables and interim written materials in PDF format. When the project is complete, final MicroStation files can also be provided to the LPA.
- No public meetings are included in this Scope of Work, although up to two meetings with property owners are included.
- The following services are not included in this Scope of Work, but can be provided for an additional fee, to be mutually agreed upon: Construction Engineering and Construction Inspection.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- Any existing topographic survey data related to the project area.
- Existing construction plans, if available, for traffic signals at Bloomfield & Landmark and Bloomfield & Patterson.
- Existing signal timing plans for traffic signals at Bloomfield & Landmark and Bloomfield & Patterson.
- The following GIS data layers (shapefiles), if available:
 - Street centerlines
 - Sidewalks
 - Right-of-Way
 - Pedestrian Facilities
 - Traffic Signal Equipment
 - Drainage Structures
 - Utilities
 - Street Lights
 - Signs
- Existing AADT on Bloomfield
- Existing peak hour turning movement counts for the following intersections:
 - Bloomfield & Patterson
 - Bloomfield & Adams
 - Bloomfield & Landmark
- Existing Synchro capacity analysis files for the following intersections:
 - Bloomfield & Patterson
 - Bloomfield & Adams
 - Bloomfield & Landmark

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:

Task 1 – Project Set-Up and Ongoing Management

Project set-up will be completed within two (2) weeks of receiving Notice to Proceed (NTP) from the LPA. Management activities will be ongoing throughout the course of the project.

Task 2 – Topographic Survey Data Collection

Topographic survey data collection will be completed within six (6) weeks of receiving NTP from the LPA, weather permitting.

Task 3 – Environmental Document

This task will be completed within eight (8) months of receiving NTP from the LPA.

Task 4 – Conceptual Design

This task will be completed within four (4) weeks of the completion of Task 2.

Task 5 – Stage 2

This task will be completed within four (4) weeks of receiving feedback on Task 4 from the LPA.

Task 6 – Stage 3

This task will be completed within eight (8) weeks of receiving feedback on Task 5 from the LPA. In order to submit Stage 3 documents by 8/24/18 (to make the 1/16/19 letting date), the CONSULTANT will need to receive comments on Stage 2 plans by 6/29/18.

Task 7 – Final Tracings

This task will be completed within four (4) weeks of receiving feedback on Task 6 from the LPA and INDOT. In order to submit Final Tracings by 10/8/18 (to make the 1/16/19 letting date), the CONSULTANT will need to receive comments on Stage 3 documents by 9/10/18.

Task 8 – Bidding Process & Post Bid Services

This task will be completed at the client's request and within a mutually agreeable timeframe.

APPENDIX "D"

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a firm fixed price lump sum of \$246,986.04 which shall not be increased unless a modification of this Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

B. Method of Payment

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage completed, and prior payments.
2. The LOCAL PUBLIC AGENCY, for and in consideration of the rendering of the professional services provided for Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
 - i. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LOCAL PUBLIC AGENCY but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.

**LPA – CONSULTING CONTRACT
SUPPLEMENT NO. 2**

This supplemental contract is made and entered into this _____ day of September, 2018, by and between the City of Bloomington, Indiana, hereinafter referred to as the "LPA", and WSP USA, Inc., hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the LPA on February 21, 2017, entered into a contract, providing for the necessary services required in connection with the signal upgrades at the intersections of Bloomfield & Landmark and Bloomfield & Patterson, and the design of a segment of multiuse path along the north side of Bloomfield between Adams & Patterson.

WHEREAS, in order to provide for completion of these services it is necessary to amend and supplement the Contract again, which was previously amended via Supplement No. 1.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. SECTION I of the original contract is revised as summarized in Appendix "E", annexed hereto and by this reference incorporated herein for all purposes as if fully set forth.
2. SECTION IV of the original contract is amended 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 "F" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ **293,188.12.**

3. All other terms and conditions of the contract shall remain in full force and effect.

Redevelopment Commission Resolution 18-54
Exhibit B

The parties having read and understand the foregoing terms of the Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

Duane McKinney, Area Manager
Print or type name and title

Signature and date

ATTEST:

LOCAL PUBLIC AGENCY

Recommended for approval by:

John Hamilton, Mayor
Print or type name and title

Signature and date

Kyla Cox Deckard, President,
Board of Public Works
Print or type name and title

Signature and date

Print or type name and title

Signature and date

ATTEST:

(Print or type name and title)

(Signature)

APPENDIX "E"
 ADDITIONAL SCOPE

2nd/Bloomfield, Des No 1601851

The amended scope/fee included the following:

Task	Unit Cost / Parcel	Number of Parcels	Total Dollars
Right of Way Acquisition Management	\$1,050	8	\$8,400.00
Appraisal			
<i>Waiver Valuation</i>	\$630	4	\$2,520.00
<i>Value Finding</i>	\$1,785	1	\$1,785.00
<i>Short Form</i>	\$2,625	3	\$7,875.00
Appraisal Review			
<i>Waiver Valuation</i>	\$370	4	\$1,480.00
<i>Value Finding</i>	\$895	1	\$895.00
<i>Short Form</i>	\$1,260	3	\$3,780.00
Buying	\$1,785	8	\$14,280.00
Recording			\$600.00
Total			\$41,615.00

Based on Stage 3 design, only seven parcels will be acquired, not eight. Therefore, the scope/fee will be modified as follows (a decrease in fee of \$7,825.00):

Task	Unit Cost / Parcel	Number of Parcels	Total Dollars
Right of Way Acquisition Management	\$1,050	7	\$7,350.00
Appraisal			
<i>Monroe Owen</i>	Varies	7	\$8,715.00
Appraisal Review			
<i>First Appraisal Group</i>	Varies	7	\$4,530.00
Buying	\$1,785	7	\$12,495.00
Recording			\$700.00
Total			\$33,790.00

Exhibit B

However, per the request of the LPA, the following will be added to the scope/fee (an additional fee of \$19,262.08):

Hydraulics Report

Design closed drainage system to convey runoff into existing storm sewer system. This includes drainage area determination, runoff calculations, inlet spacing based on allowable spread, pipe sizing, pipe capacity, and pipe material determination. The design of the proposed storm sewer system is also detailed in plan sheets, drainage profiles, structure data table, and a pipe material summary table. A drainage report will summarize all assumptions, calculations, and supporting documents.

40 hours, Supv Engineer	40 x \$149.56 = \$5,982.40
40 hours, Lead Engineer	40 x \$138.33 = \$5,533.20

Lighting Design

WSP will perform voltage drop calculations to determine cable sizes, fuse sizes, and other information needed to produce a data service table. Additionally, WSP will produce plan sheets that show the service point, location of luminaires, light source, luminaire wattage, and underground materials including cables, conduit, handholes, and cable duct markers as needed. This task includes two reviews by INDOT.

40 hours, Lead Engineer	40 x \$138.33 = \$5,533.20
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Additional Utility Coordination for Lighting Design

WSP will coordinate with the utility company to verify proposed locations for service. This task will include up to one (1) meeting with the utility company.

4 hours, Lead Engineer	4 x \$138.33 = \$553.32
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Signal Detection Change

WSP will change the vehicle detection at both signals from wireless pucks to video detection. This will include plan & quantity changes and new special provisions.

12 hours, Lead Engineer	12 x \$138.33 = \$1,659.96
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Exhibit B

APPENDIX "F"

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a firm fixed price lump sum of \$293,188.12 which shall not be increased unless a modification of this Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

B. Method of Payment

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage completed, and prior payments.
2. The LOCAL PUBLIC AGENCY, for and in consideration of the rendering of the professional services provided for Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
 - i. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LOCAL PUBLIC AGENCY but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.

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: 2nd Street / Bloomfield Road Multimodal Safety Improvements Project

Project Manager: Neil Kopper

Project Description:

This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West 2nd Street/West Bloomfield Road corridor by:

- Constructing new multiuse path on the north side of the road from South Patterson Drive to South Adams Street
- Providing marked crosswalks, accessible curb ramps, signal heads, and push buttons for pedestrians for the intersection at South Landmark Avenue and at South Patterson Drive
- Improving the signalized intersections at South Landmark Avenue and at South Patterson Drive to reflect current standards (back plates, number of signal heads, flashing yellow arrow signals, appropriate corner radii, etc.)

This project implements elements of numerous adopted City plans and addresses a location (West 2nd Street at South Patterson Drive) that is ranked 19th on the Bloomington/Monroe County Metropolitan Planning Organization's (BMCMPPO) most recent Crash Report for the top fifty crash locations based on crash severity.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Highway Safety Improvement Program (HSIP), the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$104,331 in federal funds for preliminary

engineering, \$50,491 for construction engineering, and \$743,376 in federal funds for construction.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West 2nd Street / West Bloomfield Road Corridor, improving access to the Bloomfield Road, Adams Crossing, Thomson, and Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 01, 2017
End Date: September 30, 2020

Financial Information:

Estimated full cost of project:	\$1,826,973.12
Sources of funds:	
Federal Funding	\$898,198¹
Consolidated TIF or 2015 TIF Bond	\$928,775.12²

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	Estimated Timeline
1	Preliminary Engineering	\$293,188.12	Jan 2017 – Sept 2020
2	Right-of-Way Acquisition	\$40,785	2018
3	Construction	\$1,350,000	Jan 2019 – Sept 2020
4	Construction Engineering	\$143,000	Jan 2019 – Sept 2020

TIF District: Consolidated TIF (Adams Crossing)

Resolution History: 16-78 Original Project Review and Approval Form
 17-18 Approval of Preliminary Engineering Contract
 18-06 Approval of Preliminary Engineering Contract Supplement
18-54 Approval of Preliminary Engineering Contract Supplement 2

¹ INDOT administers the distribution of federal funding to local transportation projects.

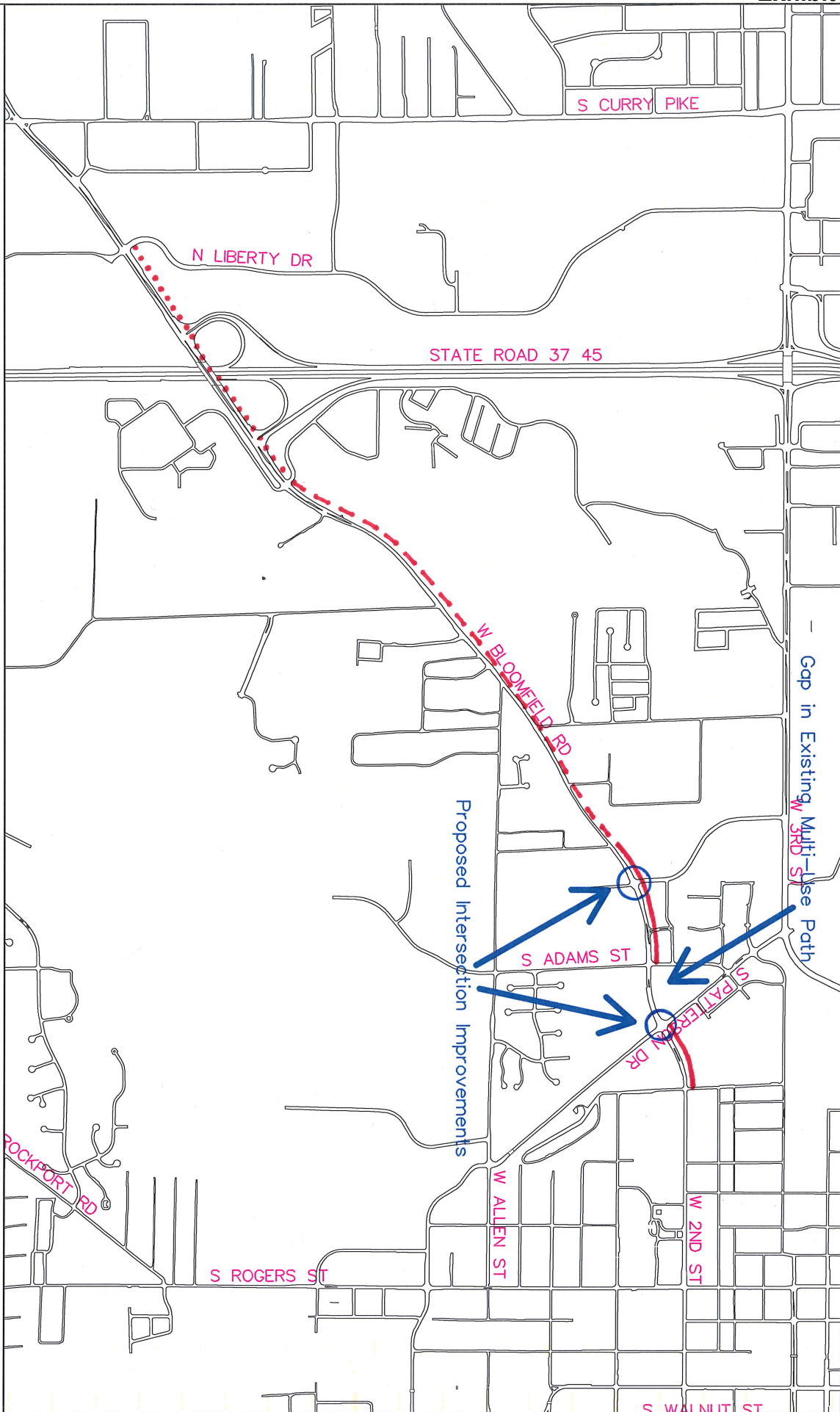
² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

18-55 Reimbursement of Right of Way Acquisition

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

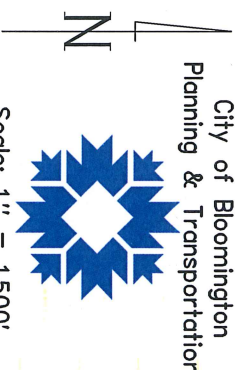


- Multi-Use Path (Existing)
- - - Multi-Use Path (Under Construction)
- Multi-Use Path (Scheduled for Near-Term Construction)

By: Kopperrn
22 Jan 16



For reference only; map information NOT warranted.



Scale: 1" = 1500'

18-55
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF REIMBURSEMENT FOR
2ND STREET / BLOOMFIELD ROAD RIGHT-OF-WAY ACQUISITION

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to reimburse the City for expenditures made by it for local public improvements that are physically located in the Consolidated TIF or that are physically connected to the Consolidated TIF; and
- WHEREAS, on December 5, 2016, the RDC approved in Resolution 16-78 a Project Review and Approval Form (“Form”) that would complete multimodal safety improvements along West 2nd Street / West Bloomfield Road (“Project”); and
- WHEREAS, the Project is located within what was formerly known as the Adams Crossing Economic Development Area and is now within and serves the Consolidated TIF; and
- WHEREAS, Step 2 of the Form was identified as Right-of-Way Acquisition; and
- WHEREAS, the City has incurred actual costs for right of way acquisition, depicted on the Invoice that is attached to this Resolution as Exhibit A; and
- WHEREAS, the City now seeks reimbursement of those costs from the RDC; and
- WHEREAS, the RDC has available funds in the Consolidated TIF to reimburse the costs shown on Exhibit A; and
- WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC reiterates that the Project is an appropriate use of the Consolidated TIF, because the Project will improve the pedestrian access along West Bloomfield Road, improve

entrance and egress from Twin Lakes Recreation Center, which serves the Consolidated TIF, and that the Construction of the Project serves the public's best interests.

3. The RDC hereby approves payment of an amount not to exceed \$40,785.00 from the Consolidated TIF to reimburse the City for the Right of Way expenditures noted on the Invoice which is attached to this Resolution as Exhibit A. The funding authorization contained in this Paragraph shall terminate on September 17, 2019.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date



CITY OF BLOOMINGTON

P.O. Box 100
Bloomington, IN 47402-0100
(812) 349-3412 fax (812) 349-3456

Invoice No. 1601851-1

INVOICE

Industry: Bloomington Redevelopment Commission
401 N Morton St., Suite 130
Bloomington, IN 47404

Date: September 12, 2018

Terms:

Qty	Description	Unit Price	TOTAL
1	Doc Premier Landmark MOBs, LLC	\$1,405.00	\$ 1,405.00
1	Adams Crossing LLC	\$7,600.00	\$ 7,600.00
1	Terrie A. & Frances MacMorran	\$ 7,640.00	\$ 7,640.00
1	Awesi Investments LLC	\$ 1,840.00	\$ 1,840.00
1	Omega Visions, LLC	\$ 3,060.00	\$ 3,060.00
1	Anita Shields	\$ 2,510.00	\$ 2,510.00
1	CFC, Inc	\$ 16,730.00	\$ 16,730.00
	*Property acquisition fees associated with the 2nd-Bloomfield Multiuse Path and Intersection Improvements Project.		
Account #	601-02-0000-47080	SubTotal	\$ 40,785.00
		TOTAL	\$ 40,785.00

*Please remit payment to the City of Bloomington,
Office of the Controller, Attention: Amy Silkworth, P.O.
Box 100, Bloomington, IN 47402.*

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:** 2nd Street / Bloomfield Road Multimodal Safety Improvements Project**Project Manager:** Neil Kopper**Project Description:**

This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West 2nd Street/West Bloomfield Road corridor by:

- Constructing new multiuse path on the north side of the road from South Patterson Drive to South Adams Street
- Providing marked crosswalks, accessible curb ramps, signal heads, and push buttons for pedestrians for the intersection at South Landmark Avenue and at South Patterson Drive
- Improving the signalized intersections at South Landmark Avenue and at South Patterson Drive to reflect current standards (back plates, number of signal heads, flashing yellow arrow signals, appropriate corner radii, etc.)

This project implements elements of numerous adopted City plans and addresses a location (West 2nd Street at South Patterson Drive) that is ranked 19th on the Bloomington/Monroe County Metropolitan Planning Organization's (BMCMPPO) most recent Crash Report for the top fifty crash locations based on crash severity.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Highway Safety Improvement Program (HSIP), the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$104,331 in federal funds for preliminary

engineering, \$50,491 for construction engineering, and \$743,376 in federal funds for construction.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West 2nd Street / West Bloomfield Road Corridor, improving access to the Bloomfield Road, Adams Crossing, Thomson, and Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 01, 2017

End Date: September 30, 2020

Financial Information:

Estimated full cost of project:	\$1,826,973.12
Sources of funds:	
Federal Funding	\$898,198 ¹
Consolidated TIF or 2015 TIF Bond	\$928,775.12 ²

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	Estimated Timeline
1	Preliminary Engineering	\$293,188.12	Jan 2017 – Sept 2020
2	Right-of-Way Acquisition	\$40,785	2018
3	Construction	\$1,350,000	Jan 2019 – Sept 2020
4	Construction Engineering	\$143,000	Jan 2019 – Sept 2020

TIF District: Consolidated TIF (Adams Crossing)

Resolution History: 16-78 Original Project Review and Approval Form
 17-18 Approval of Preliminary Engineering Contract
 18-06 Approval of Preliminary Engineering Contract Supplement
 18-54 Approval of Preliminary Engineering Contract Supplement 2

¹ INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

18-55 Reimbursement of Right of Way Acquisition

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

18-56
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

TO EXTEND RIGHT OF ENTRY TO PEDCOR INVESTMENTS
FOR ACCESS 621 N. ROGERS STREET

WHEREAS, the Redevelopment Commission of the City of Bloomington owns property at 621 North Rogers Street, which is south of West 11th Street, east of Bender Lumber, and north of the B-Line Trail (the "Property"); and

WHEREAS, on June 4, 2018, the RDC approved Resolution 18-38, approving a Right of Entry Agreement with Pedcor Investments-2015-CXLIX, L.P. ("Pedcor Investments") to temporarily relocate its construction trailer onto the Property; and

WHEREAS, the Right of Entry Agreement was set to terminate four months after the date of its execution unless the parties agreed to an extension in writing; and

WHEREAS, Pedcor Investments has requested an extension of the term of that Right of Entry Agreement, and City Staff and Pedcor Investments believe it is in the best interest of the project to extend the term of the Right of Entry Agreement until February 1, 2019; and

WHEREAS, an Addendum to the Right of Entry Agreement is attached to this Resolution as Exhibit A, whereby the RDC will allow Pedcor Investments to keep its construction trailer on the Property until February 1, 2019.

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

1. The Addendum to the Agreement for Right of Entry Agreement in Exhibit A is approved.
2. Donald Griffin is authorized to sign an agreed upon final Agreement for Right of Entry on behalf of the Redevelopment Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

Redevelopment Commission Resolution 18-56
Exhibit A

**ADDENDUM TO RIGHT OF ENTRY AGREEMENT BETWEEN CITY OF
BLOOMINGTON REDEVELOPMENT COMMISSION AND PEDCOR INVESTMENTS**

This Addendum supplements the Right of Entry Agreement (“Agreement”) between City of Bloomington Redevelopment Commission (the “Commission”) and Pedcor Investments-2015-CXLIX, L.P. (“Pedcor Investments”) that was executed on June 18, 2018, as follows:

1. Term: Article 2 of the Agreement states: “This Right of Entry shall terminate upon the earlier of four (4) months from the date of execution of this agreement or October 31, 2018, unless otherwise agreed to in writing by the parties.” The Commission and Pedcor Investments believe it is in the best interest of the project to extend the term until February 1, 2019.

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION PEDCOR INVESTMENTS-2015-CXLIX, L.P.

Donald Griffin, President

Printed Name: _____

Date: September _____, 2018

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Donald Griffin, who executed the above and foregoing instrument as his/her/their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 2018.

Notary Public

Name Printed: _____

Residing in _____ County

Notary Identification Number: _____

My Commission Expires: _____

Redevelopment Commission Resolution 18-56
Exhibit A

EXHIBIT A
(Property Subject to Right of Entry)

