

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
March 20, 2017
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –March 6, 2017
- III. EXAMINATION OF CLAIMS** –March 10, for \$102,116.10
- IV. EXAMINATION OF PAYROLL REGISTERS** –March 3, 2017 for \$ 27,043.78
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**
 - A. Resolution 17-19: Approval of Funding for Animal Shelter Reconstruction
 - B. Resolution 17-23: Authorization to Record Environmental Restrictive Covenant on the West of Rogers Parcels in the Trades District
 - C. Resolution 17-24: Approval of Amendment for Offer to Purchase Real Estate (1730 S. Walnut Street)
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

**THE REDEVELOPMENT COMMISSION OF THE CITY OF NGTON, INDIANA MET on Monday,
March 6, 2017 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North
Morton Street, with Don Griffin, Jr. presiding**

I. ROLL CALL

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

Commissioners Absent: None

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

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Thomas Cameron,
Assistant City Attorney; Alex Crowley, Economic & Sustainable Development (ESD),
Director; Andrew Cibor, Planning & Transportation, Transportation & Traffic Engineer; Matt
Smethurst, Planning & Transportation, Project Manager; Neil Kopper, Planning &
Transportation, Project Engineer; Carol Walter, Citizen; Nicholas Carder, Horn Properties;
Randy Cassady, Citizen

- II. READING OF THE MINUTES** – David Walter made a motion to approve the minutes for February 13, 2017. Jennie Vaughan seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – Jennie Vaughan made a motion to approve the claims register for February 24, 2017 for \$148,801.83. Mary Alice Rickert seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Jennie Vaughan made a motion to approve the payroll register for February 17, 2017 for \$27,222.14. Mary Alice Rickert seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director's Report. Doris Sims was available to answer any questions.
 - B.** Legal Report. Thomas Cameron was available to answer questions.
 - C.** Treasurer's Report. Jeff Underwood was available to answer questions.
 - D.** CTP Update Report. Alex Crowley reported BCA Environmental Consultants is continuing environmental work on the Pedcor site to prepare for development. Pedcor has extended their due diligence period which is allowable in their contract. Thomas Cameron clarified the work BCA is performing on the Pedcor site is contracted with Pedcor and not the City or Redevelopment Commission. BCA contacted Alex Crowley and Thomas Cameron to request permission for soil borings. Crowley gave authorization to proceed with the soil boring, which was permitted under the Project Agreement because waiting until the next commission meeting would have delayed the project.
- VI. NEW BUSINESS**
- A.** Resolution 17-15: Amendment of Funding Approval in Resolution 17-02 (West 17th Street (Maple to Madison) Sidewalk Project). Matt Smethurst reported four (4) claims have been

paid under change order number 2. The first three (3) claims were related to a retaining wall. The last item on the change order was to add Fibermesh to a sidewalk. The total amount of increase to the project is \$11,221.24.

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

Jennie Vaughan made a motion to approve Resolution 17-15. Sue Sgambelluri seconded the motion. The board unanimously approved.

- B.** Resolution 17-16: Amendment of Funding Approval in Resolution 16-73 (West 2nd Street and Rolling Ridge Way Signal and Sidepath Improvements). Matt Smethurst reported this is change order number four (4). This should be the last change order on the project. Two (2) items are on the change order; additional concrete curbs and foundation removal. The total change order amount is \$5,951.00.

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

David made a motion to approve Resolution 17-16. Sue Sgambelluri seconded the motion. The board unanimously approved.

- C.** Resolution 17-17: Approval of Amended Project Review & Approval Form for Winslow & Henderson Multiuse Path. Neil Kopper stated this project is in the final design. Four parcels will need to be acquired. Appraisals have been completed and the Project Review and Approval form has been updated with the approximate dollar amount for the acquisition. The expected amount for all four (4) parcels is \$170,000.00. Cameron explained the Planning & Transportation Department will provide the funding for acquisition and come back to the commission for reimbursement of the cost incurred.

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

Jenni Vaughan made a motion to approve Resolution 17-17. Sue Sgambelluri seconded the motion. The board unanimously approved.

- D.** Resolution 17-18: Approval of Funding for Design of 2nd Street/Bloomfield Road Multimodal Safety Improvements. This project includes federal funding for preliminary engineering and construction. Therefore, INDOT's standards for request for proposals was used to obtain an engineering firm. Staff solicited and evaluated responses and identified the response from Parsons Brinckerhoff, Inc. for \$246,986.04 for the preliminary engineering services for the project as the best response. This is the upfront cost, however a portion (\$104,000) will be submitted for reimbursement from the State.

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

David Walter made a motion to approve Resolution 17-18. Jennie Vaughan seconded the motion. The board unanimously approved.

- E.** Resolution 17-20: Approval of Contract with BCA Environmental Consultants, LLC for a Supplemental Phase II Environmental Site Assessment on 1730 South Walnut Street. In preparation for the potential acquisition of the property at 1730 South Walnut, a Phase I environmental study was completed. The Redevelopment Commission also authorized a Phase II which was completed. The initial results from the Phase II assessment

recommends additional testing be performed. City staff negotiated an agreement with BCA Environmental Consultants to perform the Supplemental Phase II Site Assessment for an amount not to exceed \$19,178.

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

Jennie Vaughn made a motion to approve Resolution 17-20. Mary Alice Rickert seconded the motion. The board unanimously approved.

- F.** Resolution 17-21: Approval of Funding for Downtown Curb Ramp Reconstruction. Neil Kopper stated this project includes federal funds. The State sends out bids on the construction portion of the project. INDOT informed the City that Milestone Contractors was the low bidder, with a bid amount of \$509,436. Based on the federal funding available for the project, the City's share of the construction will be \$135,216.00.

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

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

- G.** Resolution 17-22: Approval of the Addendum to Agreement for Consulting Services with Anderson + Bohlander, LLC. Anderson + Bohlander is the design firm assisting with the infrastructure design for The Trades District. This request is for supplemental funding on their contract. On March 1, 2017, Anderson + Bohlander submitted a letter requesting additional services regarding site & infrastructure improvements. The additional services included public engagement; additional geotechnical evaluation; additional geotechnical pavement design; Rogers Street improvements; and additional utility exploration. Crowley and Cibor briefly explained the additional services needed. The additional services will cost \$40,127.

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

Sue Sgambelluri made a motion to approve 17-22. David Walter seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Don Griffin, President

Sue Sgambelluri, Secretary

Date

**17-19
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

APPROVAL OF FUNDING FOR ANIMAL SHELTER RECONSTRUCTION

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “2015 TIF Bond”) to “spur, promote, and encourage the development and redevelopment of the Consolidated Economic Development Area” including the upgrade of the Animal Shelter; and
- WHEREAS, as part of the redevelopment of the Consolidated Economic Development Area, the City desires to expand the Animal Shelter (“Project”); and
- WHEREAS, in Resolution 15-48, the RDC approved a Project Review and Approval Form (“Form”) supporting the Project; and
- WHEREAS, Step 2 of the Project is identified as “Construction”; and
- WHEREAS, pursuant to the RDC’s approval of the Project in Resolution 15-48, Staff has solicited bids, evaluated those bids, and identified the bid from Neidigh Construction Corporation (“Neidigh”) as the lowest responsive and responsible bid; and
- WHEREAS, Staff has negotiated an agreement with Neidigh that is attached to this Resolution as Exhibit A (“Agreement”); and
- WHEREAS, there are sufficient funds in the 2015 TIF Bond to pay for the Construction of the Project 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 expected cost of the Project, and which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.

2. The RDC finds the above described expenditures to be an appropriate use of TIF and the 2015 TIF Bond, and finds that the Construction serve the public's best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed One Million Nine Hundred Forty Thousand Eleven Dollars (\$1,940,011) to pay for the Construction, 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. The RDC recognizes that change orders which increase the cost of the Project ("Change Orders") may occur as a part of the Construction of the Project. The RDC hereby authorizes the Director of Public Works to approve Change Orders that: (1) do not change the scope of the Project and (2) which: (a) individually do not exceed \$7,500 and (b) collectively do not exceed 5% of the original contract price. Any Change Order in excess of this authorization, or which can be approved by the RDC without delaying construction, must be approved by the RDC in advance. Any Change Order approved by the Director of Public Works must also be approved by the Corporation Counsel's designee and the Controller prior to their implementation. All Change Orders that are approved by the Director of Public Works shall be reported to the RDC at its next scheduled meeting. For the avoidance of doubt, the approval of a Change Order by the Director of Public Works does not remove the requirement to comply with the City and the RDC's claims process.

6. Unless extended by the Redevelopment Commission in a resolution prior to July 1, 2018, the authorization provided under this Resolution shall expire on July 1, 2018.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

AIA[®] Document A101[™] – 2007

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

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

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

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

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

Neidigh Construction Corporation
2220 West Vernal Pike
Bloomington, IN 47404

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

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

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

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

The Owner and Contractor agree as follows.

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

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
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- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

** See Article 9.2.1

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

** See Article 9.3.1.1

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

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

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

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

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

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

ARTICLE 4 CONTRACT SUM

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

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

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

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

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

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

Item	Price
N/A	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.2 FINAL PAYMENT

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

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

Zero %

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

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

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

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

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

§ 8.6 Other provisions:

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

**See article 9.8.6.2 for additional provisions 8.6.2 through 8.6.5

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

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

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

§ 9.1.4 The Specifications:

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User Notes:

Init.

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

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

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

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

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

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

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

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

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

ARTICLE 10 INSURANCE AND BONDS

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

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

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

Limit of liability or bond amount (\$0.00)

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

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

OWNER *(Signature)*

Adam Wason, Director, Department of Public
Works

(Printed name and title)

CONTRACTOR *(Signature)*

Larry Neidigh, President

(Printed name and title)

Init.

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

City of Bloomington Animal Care & Control Shelter Additions and Renovations

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

9.2.1 ARTICLE 2 - THE WORK OF THIS CONTRACT

Add the following paragraphs 2.1 and 2.2 as follows:

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

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

9.3.1.1 ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Add the following sub-paragraph 3.1.1 as follows:

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

9.8.6.2 ARTICLE 8 - MISCELLANEOUS PROVISIONS

Add the following miscellaneous provision 8.6.2 as follows:

8.6.2 Verification of Employees’ Immigration Status

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

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

City of Bloomington Animal Care & Control Shelter Additions and Renovations

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

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

Add the following miscellaneous provision 8.6.3 as follows:

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

Add the following miscellaneous provision 8.6.4 as follows:

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

CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work

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

City of Bloomington Animal Care & Control Shelter Additions and Renovations

with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) feet in depth.

Add the following miscellaneous provisions 8.6.5 as follows:

8.6.5 Steel or Foundry Products

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

Domestic Steel products are defined as follows:

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

Domestic Foundry products are defined as follows:

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

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

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

EXHIBIT 'A'

Kirkwood Design Studio
Project No. 2015-14

ACCEPTED ALTERNATE BIDS

City of Bloomington
Animal Care & Control Shelter

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

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

EXHIBIT 'B'

Kirkwood Design Studio
Project No. 2015-14

**SUPPLEMENTARY AND
AND OTHER CONDITIONS**

City of Bloomington
Animal Care & Control Shelter

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

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

DIVISION 01 - GENERAL REQUIREMENTS

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

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

DIVISION 02 – EXISTING CONDITIONS

Section 02 4119 Selective Demolition

DIVISION 03 - CONCRETE

Section 03 3000 Cast-In-Place Concrete

DIVISION 04 - MASONRY

Section 04 2200 Concrete Unit Masonry

Section 04 2613 Brick Masonry Veneer

DIVISION 05 - METALS

Section 05 1200 Structural Steel

Section 05 5000 Metal Fabrications

Section 05 5213 Pipe and Tube Railings

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

Section 06 1000 Rough Carpentry

Section 06 1600 Sheathing

Section 06 1753 Shop-Fabricated Wood Trusses

Section 06 2013 Exterior Finish Carpentry

Section 06 2023 Interior Finish Carpentry

Section 06 4116 Plastic-Laminate-Faced Cabinets

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 07 2100 Thermal Insulation

Section 07 2413 Exterior Insulation and Finish System

Section 07 3113 Asphalt Shingles

Section 07 4213 Metal Wall and Soffit Panels

Section 07 4633 Vinyl Siding

Section 07 4646 Fiber-Cement Siding

Section 07 5423 TPO Roofing

Section 07 6200 Sheet Metal Flashing and Trim

Section 07 8413 Penetration Firestopping

Section 07 9200 Joint Sealants

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

DIVISION 08 - OPENINGS

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

DIVISION 09 - FINISHES

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

DIVISION 10 - SPECIALTIES

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

DIVISION 11 – EQUIPMENT

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

END OF VOLUME I

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

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

DIVISION 20 – FIRE SUPPRESSION, PLUMBING AND HVAC

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

DIVISION 22 – PLUMBING

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

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

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

DIVISION 26 – ELECTRICAL

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

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

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

DIVISION 27 – COMMUNICATIONS

SECTION 27 0500 Common Work Results for Communications

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

SECTION 28 3111 Digital, Addressable Fire-Alarm System

DIVISION 31 - EARTHWORK

Section 31 2000 Earthwork
Section 31 2513 Soil Erosion Control

DIVISION 32 – EXTERIOR IMPROVEMENTS

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

DIVISION 33 - UTILITIES

Section 33 4000 Storm Drainage Facilities

END OF VOLUME II

DRAWING INDEX

COVER	Cover Sheet
A001	Life Safety Plans & Code Review
C000	Site/Civil Cover Sheet
C101	Misc. Details – <i>Rev. Addendum No. 1</i>
C201	Site Demolition Plan – <i>Rev. Addendum No. 1</i>
C202	Site, Grading, Utilities, and SWPP Plan – <i>Rev. Addendum No. 1</i>
C203	Construction Sequencing – <i>Rev. Addendum No. 1</i>
C204	Landscape Plan – <i>Rev. Addendum No. 1</i>
C301	SWPPP Information – <i>Rev. Addendum No. 1</i>
C302	SWPPP Details – <i>Rev. Addendum No. 1</i>
A002	Overall Floor Plan
A100	Demolition Floor Plans
A101	New Building Floor Plan
A102	Existing Building Floor Plan
A103	Roof Plan
A104	Large Scale Floor Plan
A110	Reflected Ceiling Plans
A201	Exterior Elevations
A202	Exterior Elevations
A301	Building Sections
A302	Building Sections
A303	Wall Sections & Details
A501	Door & Window Schedule
A510	Room Finish Schedule
A601	Casework Elevations
A602	Animal Cage Elevations
S101	Foundation Plan
S102	Framing Plan
S401	Foundation Sections & Details
S402	Framing Sections & Details
S403	Framing Sections & Details
S501	Structural Notes
S502	Structural Notes
M001	Symbols, Abbrev. And General Notes
MD201	Mechanical Demolition Plan
M201	Mechanical Plan
M202	Mechanical Plan – Mezzanine
M220	Mechanical Plan – Roof
M401	Mechanical Details
M501	Airflow Schematic
M600	Mechanical Schedules
P200	Plumbing Combination Plan
P201	Plumbing Foundation Plan
P202	Plumbing Floor Plan

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

FP201 Fire Protection Floor and Attic Plan
FP401 Fire Protection Diagrams

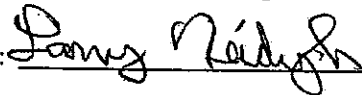
E001 Electrical Symbols & Abbreviations
E100 Electrical Site Plan
ED201 Electrical Demolition Plan
E201 Lighting Floor Plan
E211 Power Floor Plan
E220 Electrical Roof Plan
E601 Power Floor Plan

EXHIBIT 'E'

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

1.4 SUBCONTRACTOR AND MATERIALS LIST - DIVISIONS 2 - 14

A. Submitted By General Contractor: Neidigh Construction Corporation

B. Authorized Signature:  Larry Neidigh, President

<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
02 4119	Selective Demolition	<u>Neidigh</u>	<u>per specs</u>
03 3300	Cast-In-Place Concrete	<u>Neidigh</u>	<u>per specs</u>
04 2200	Concrete Unit Masonry	<u>Neidigh</u>	<u>Northfield</u>
04 2613	Brick Masonry Veneer	<u>Neidigh</u>	<u>Sioux City</u>
05 1200	Structural Steel	<u>Neidigh</u>	<u>Graber</u>
05 5000	Metal Fabrications	<u>Neidigh</u>	<u>Graber</u>
05 5213	Pipe and Tube Railings	<u>Neidigh</u>	<u>Graber</u>
06 1000	Rough Carpentry	<u>Neidigh</u>	<u>Carfor</u>
06 1600	Sheathing	<u>Neidigh</u>	<u>Weyerhaeuser</u>
06 1753	Shop-Fabricated Wood Trusses	<u>Neidigh</u>	<u>K & K Truss</u>
06 2013	Exterior Finish Carpentry	<u>Neidigh</u>	<u>Hardie</u>
06 2023	Interior Finish Carpentry	<u>Neidigh</u>	<u>Corian</u>
06 4116	Plastic-Laminate-Faced Cabinets	<u>Lee Supply</u>	<u>per specs</u>
07 2100	Thermal Insulation	<u>RWS</u>	<u>Knauf Johns Manville</u>
07 2413	Exterior Insulation and Finish System (EIFS)	<u>Neidigh</u>	<u>STO</u>
07 3113	Asphalt Shingles	<u>Neidigh</u>	<u>Owen Corning</u>
07 4213	Metal Wall and Soffit Panels	<u>Neidigh</u>	<u>MBCI</u>
07 4633	Vinyl Siding	<u>Neidigh</u>	<u>Owens Corning</u>
07 4646	Fiber-Cement Siding	<u>Neidigh</u>	<u>Hardie</u>
07 5423	TPO Roofing	<u>Neidigh</u>	<u>Goodyear</u>
07 6200	Sheet Metal Flashing and Trim	<u>Neidigh</u>	<u>per specs</u>
07 8413	Penetration Firestopping	<u>Neidigh</u>	<u>3M</u>
07 9200	Joint Sealants	<u>Neidigh</u>	<u>Sonneborn</u>
08 1113	Steel Doors and Frames	<u>IN Door</u>	<u>Curry</u>
		<u>& Hardware</u>	
01/09/17	SUBCONTRACTOR AND MATERIAL LIST		00 4350 - 2

EXHIBIT 'E'

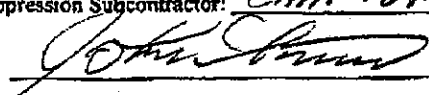
Kirkwood Design Studio **DOCUMENT 00 4350 - SUBCONTRACTOR** City of Bloomington
Project No. 2015-14 **AND MATERIAL LIST** Animal Care & Control Shelter

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

EXHIBIT 'E' EIDIGH CONSTRUCTION

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

1.5 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 21

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

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

1.6 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 22

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

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

EXHIBIT 'E'

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

1.5 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 21

A. Submitted By Fire Suppression Subcontractor: _____

B. Authorized Signature: _____

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

1.6 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 22

A. Submitted By Plumbing Subcontractor: South In Maintenance LLC

B. Authorized Signature: 

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

EXHIBIT 'E'

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

1.7 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 23

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

B. Authorized Signature: 

C. Sub-subcontractors:

Sheet Metal Subcontractor: Air-Master HVAC

Insulation Subcontractor: Air-Master HVAC

Balancing Subcontractor: National Test and Balance

Temperature Control Subcontractor: Air-Master HVAC

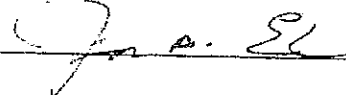
<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
23 05 93	Testing and Balancing	<u>National Test and Balance</u>	<u>N/A</u>
23 09 00	Temperature controls	<u>Air-Master</u>	<u>Honeywell</u>
23 31 00	Sheetmetal Fabrication Drawings	<u>SHAPE MFG</u>	<u>Pittsburg Steel</u>
23 34 23	Fans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

EXHIBIT 'E'

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

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

A. Submitted By Electrical Subcontractor: Gaylor Electric

B. Authorized Signature: 

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

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF DOCUMENT 00 4350

EXHIBIT 'F'

ATTACHMENT D

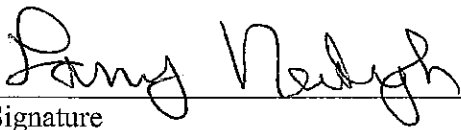
**COMPLIANCE AFFIDAVIT
REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the President of Neidigh Construction Corporation.
(job title)
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.


Signature

Larry Neidigh
Printed Name

EXHIBIT 'F'

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

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

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

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

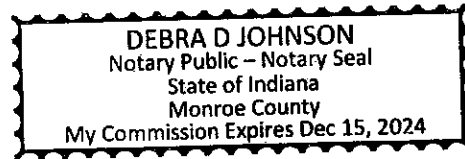


EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

A. POLICY

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

B. SCOPE

All company employee and management staff.

C. REFERENCE

Federal Drug Free Workplace Act of 1988 and state legislation.

D. EXPLANATION

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

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

- Qualifications of Policy Developers

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

- Policy Design

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

- Enforcement

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

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

- Pre-employment Screening

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

- Employee Involvement

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

- Policy Section

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

- Employee Challenge

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

- Positive Test Results

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

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

• Education of Employees

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

• Employee Agreement

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

• Post-Incident Testing

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

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

• Consequences

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

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

EXHIBIT A: Non-prescribed illegal substances:

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

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

Commonly Tested Drugs	Levels of Abuse
Amphetamines (benzedrine, dexedrine, methamphetamine, etc.)	0.3 ug/ml (or 300 ng/ml)
Barbiturates (seconal, phenobarbital, pentobarbital, etc.)	0.3 ug/ml (or 300 ng/ml)
Benzodiazepines (valium, chlordiazepoxide, etc.)	0.3 ug/ml (or 300 ng/ml)
Cocaine metabolites (benzoylecgonine, ecgonine, etc.)	0.3 ug/ml (or 300 ng/ml)
Methaqualone (quaaludes, meguin, mandrax, etc.)	0.75 ug/ml (or 750 ng/ml)
Opiate derivatives (heroin, opiate, morphine, codeine, demerol, oxycodone, etc.)	0.3 ug/ml (or 300 ng/ml)
Phencyclidine (PCP, angel dust)	0.075 ug/ml (or 75 ng/ml)
Cannabinoid metabolites (marijuana, THC acid, cannabidiol, cannabinol, etc.)	0.1 ug/ml (or 100 ng/ml)
Ethanol (alcohol)	0.05% or higher (in urine)
Methadone	0.3 ug/ml (or 300 ng/ml)
Reference: NIDA (National Institute on Drug Abuse) Published October 1988 Professional Safety	

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

EXHIBIT 2.1

DRUG ABUSE DETECTION/TIME LIMITS PER USAGE:

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

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

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

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

EXHIBIT 3.0

NEIDIGH CONSTRUCTION CORPORATION

**SUBSTANCE ABUSE POLICY
-URINALYSIS DRUG SCREENING-**

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

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

Employee Signature

Date

Signature of Supervisor or Witness

Date

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

JOB SITE OBJECTIVE:

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

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

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

EXHIBIT 'G'

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

Method of Compliance (Specify) _____

Date: February 14, 2017

Larry Neidigh
Signature

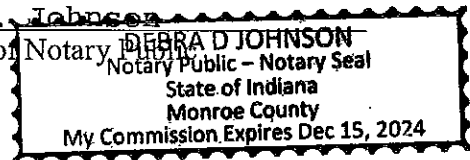
Larry Neidigh
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

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

My Commission Expires: 12/15/2014 *Debra D. Johnson*
Signature of Notary Public

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



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

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

EXHIBIT 'G'

IC 36-1-12-20

Trench safety systems; cost recovery

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

EXHIBIT 'H'

ESCROW AGREEMENT

2017 Animal Care and Control Shelter Additions & Renovations

THIS ESCROW AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Bloomington Board of Public Works (the "Owner"), and Neidigh Construction Corporation, (the "Contractor"), and First Financial Bank (the "Escrow Agent").

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of \$100,000 or more, dated the _____ day of _____, 2017, for a public works project; and,

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.
2. The Escrow Agent shall open a "Money Market" account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.
3. The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.
4. The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.
5. The Escrow Agent shall pay over the net sum held by it hereunder as follows:
 - A. The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of that amount necessary to pay any fee for the Escrow Agent's services. No escrow income shall be paid to the Contractor until the Escrow Agent's fee, if any, has been paid in full.
 - B. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner's Engineer, that Owner has exercised its right to terminate the

EXHIBIT 'H'

services of the Contractor pursuant to Article 16.02 of the General Conditions, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

- C. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in "B", above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.
- 6. The "Commercial Quick Draw" account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.
- 7. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.
- 8. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

OWNER:
 City of Bloomington
 Board of Public Works
 By:

ESCROW AGENT:
 First Financial Bank
 By:

 Kyla Cox Deckard, President

 Name: _____
 Title: _____

CONTRACTOR:
 By:

 Name: _____
 Title: _____
 Tax I.D. Number: _____

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Bloomington Animal Shelter Addition/Renovation

Project Managers: Adam Wason and Virgil Sauder

Project Description:

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

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

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

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

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

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

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

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

Project Timeline:

Start Date: September 2015
 End Date: **January 2018**

Financial Information:

Estimated full cost of project:	\$2,170,061
Sources of funds:	TIF Bond or Consolidated TIF

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

<u>Phase / Work to be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1. Design	\$185,050	September 2015-March 2017
2. Construction	\$1,940,011	March 2017-January 2018
3. Cat 6 Wiring and Fiber Optic Extension ²	\$25,000	March 2017-January 2018
4. Gate at Vehicular Entrance	\$20,000	March 2017-January 2018

TIF District: Consolidated TIF (South Walnut)

Resolution History: 15-48 Original Project Review and Approval Form
 15-99 Approval of Design Contract
 17-19 Approval of Construction Contract

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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

**17-23
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**AUTHORIZATION TO RECORD ENVIRONMENTAL RESTRICTIVE
COVENANT ON THE WEST OF ROGERS PARCELS IN THE TRADES
DISTRICT**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”); and
- WHEREAS, as part of the redevelopment of those 12 acres of land, the City desires to develop the parcels which the Redevelopment Commission purchased in the CTP that are west of North Rogers Street (“West Rogers Parcels”) as affordable and workforce housing (“Project”); and
- WHEREAS, in Resolution 15-40, the RDC approved a Project Review and Approval Form (“Form”) supporting the Project; and
- WHEREAS, in Resolution 16-20, the RDC approved a contract with BCA Environmental Consultants (“BCA”) to obtain a Site Status Letter from the Indiana Department of Environmental Management (IDEM) on the West Rogers Parcels in order to prepare that property for sale and development as affordable housing; and
- WHEREAS, as part of the Site Status Letter process, IDEM has prepared two Environmental Restrictive Covenants, which must be recorded with the applicable deeds; and
- WHEREAS, a copy of the Environmental Restrictive Covenants are attached to this Resolution as Exhibit A and Exhibit B; and
- WHEREAS, there are available bond funds to pay for the costs of recording the Environmental Restrictive Covenants; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the estimated cost of the Project, which is attached to this Resolution as Exhibit C.

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

1. The RDC finds the above described expenditures are an appropriate use of the Bond, and finds that recording the Site Status Letter serves the public's best interests.
2. The RDC hereby authorizes Donald Griffin to sign the Environmental Restrictive Covenants on behalf of the RDC, and authorizes Staff to record the Environmental Restrictive Covenants with the Monroe County Recorder.
3. The RDC hereby authorizes the City of Bloomington Controller to reimburse the City for the cost of recording the Environmental Restrictive Covenants. This cost is estimated to be less than Two Hundred Dollars (\$200.00). The reimbursement shall be made from the Bond funds (Fund 975-15-150000-53990).
4. Unless extended by the Redevelopment Commission in a resolution prior to May 31, 2017, the authorizations provided under this Resolution shall expire on May 31, 2017.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this ____ day of _____, 201__, by the City of Bloomington Redevelopment Commission ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Monroe, Indiana, which is located near North Rogers Street and 11th Street in Bloomington and more particularly described in the attached **Exhibit "A"** ("Real Estate"), which is hereby incorporated and made a part hereof. The Real Estate was acquired by deed on September 1, 2011, and recorded on September 7, 2011 as Deed Record 2011R012085 in the Office of the Recorder of Monroe County, Indiana. The Real Estate, which is comprised of two parcels on the above-referenced deed, consists of approximately 0.31 acres and is identified by the State by parcel identification number 53-05-32-112-088.000-005. The Real Estate to which this Covenant applies is depicted on a map attached hereto as **Exhibit "B"**.

WHEREAS: A Site Status Letter, a copy of which is attached hereto as **Exhibit "C"**, was prepared and issued by the Indiana Department of Environmental Management ("the Department" or "IDEM") pursuant to the Indiana Brownfields Program's ("Program") recommendation at the request of Owner to address the redevelopment potential of the Real Estate which is two of ten parcels comprising a brownfield site resulting from a release of hazardous substances relating to historical operations on or in the vicinity of the Real Estate, Program site number BFD #4160803.

WHEREAS: The Site Status Letter, as approved by the Department, provides that certain contaminants of concern ("COCs") were detected in soil on the Real Estate but will not pose an unacceptable risk to human health at the detected concentrations provided that the land use restrictions contained herein are implemented and maintained to ensure the protection of public health, safety, or welfare, and the environment. The COCs are arsenic, lead, and thallium in soil.

WHEREAS: Soil and ground water on the Real Estate were sampled for volatile organic compounds ("VOCs"), polynuclear aromatic hydrocarbons ("PAHs"), semi-volatile organic compounds ("SVOCs"), metals (antimony, arsenic, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc), herbicides and/or polychlorinated biphenyls ("PCBs"). Investigations detected levels of arsenic, lead, and thallium in soil above their respective residential direct contact screening levels ("RDCSLs") established by IDEM in the Remediation Closure Guide ("RCG") (March 22, 2012 and applicable revisions). Soil analytical results above applicable RCG screening levels are summarized on Table 1, attached hereto as **Exhibit "D"**. A site map, attached hereto as **Exhibit "E"**, depicts sample locations on the Real Estate at which the COCs were detected in soil above applicable RCG screening levels.

WHEREAS: Notwithstanding the detections of COCs in soil on the Real Estate at levels above applicable RCG screening levels, IDEM approved a conditional residential closure of environmental conditions on the Real Estate under RCG since: (1) concentrations of arsenic, lead and thallium were not detected in soil at levels above their respective IDCSLs; and, (2) no contamination was detected in ground water above Res TAP GWSLs. Therefore, environmental conditions on the Real Estate meet applicable conditional residential cleanup criteria in the RCG so long as the land use restriction required by this Covenant is maintained.

WHEREAS: Environmental reports and other documents related to the Real Estate are hereby incorporated by reference and may be examined at the Public File Room of the Department, which is located in the Indiana Government Center North at 100 N. Senate Avenue, 12th Floor East, Indianapolis, Indiana. The documents may also be viewed electronically by searching the Department's Virtual File Cabinet on the Web at: <http://www.in.gov/idem/4101.htm>.

NOW THEREFORE, the City of Bloomington Redevelopment Commission subjects the Real Estate to the following restrictions and provisions, which shall be binding on the City of Bloomington Redevelopment Commission and all future owners:

I. RESTRICTION

1. Restriction. The Owner and all future owners:

- (a) Shall neither engage in nor allow drilling or excavation of soil on the Real Estate during any residential construction without first submitting a work plan for approval by the Department at least sixty (60) days prior to beginning work for approval by the Department within thirty (30) days. Any removal, excavation or disturbance of soil from the Real Estate during any residential construction activities must be conducted in accordance with a Department-approved work plan, including all applicable requirements of IOSHA/OSHA.
 - i. Soil in any area on the Real Estate on which standalone single family or duplex residential housing will be constructed must be sampled down to 10 feet below ground surface ("bgs"). Any soil determined through such sampling to be contaminated above applicable RCG residential screening levels must be excavated, leaving only soil that meets RCG RDCSLs in place.
 - ii. Shall restore soil disturbed as a result of any excavation and construction activities on the Real Estate in such a manner that any remaining contaminant concentrations do not present a threat to human health or the environment (as determined under the RCG using residential screening levels). Upon IDEM's request, the Owner shall provide the IDEM with documentation showing the excavated and restored area, and any other area affected by excavation or construction activities, does not represent such a threat.

- iii. Any soil that is removed, excavated or disturbed on the Real Estate must be managed and disposed in accordance with all applicable federal and state laws and regulations.

II. GENERAL PROVISIONS

2. Restriction to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control ("Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Real Estate by any person shall limit the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of determining whether the land use restrictions set forth in paragraph 1 above are being properly maintained (and operated, if applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment. This right of entry includes the right to take samples, monitor compliance with the remediation work plan (if applicable), and inspect records.
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances) the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF MONROE COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any

ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and include (a) a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if the instrument has been recorded, its recording reference(s), and (c) the name and business address of the transferee.

7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate the Department if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, the Department shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that contaminants of concern on the Real Estate no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Monroe County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held

to be a waiver of any other term hereof or the breach thereof.

12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner from complying with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

City of Bloomington Redevelopment Commission
401 North Morton Street, Suite 150
Bloomington, IN 47402
ATTN: Linda Williamson

To Department:

Indiana Brownfields Program
100 N. Senate Avenue, Rm. 1275
Indianapolis, Indiana 46204
ATTN: Ken Coad

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.


15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

EXHIBIT A

Warranty Deed for the Real Estate

DULY ENTERED
FOR TAXATION

SEP 06 2011

 12
Auditor Monroe County, Indiana

2011012085 WAR \$18.00
09/07/2011 01:13:59P 2 PGS
Jim Fielder
Monroe County Recorder IN
Recorded as Presented

WARRANTY DEED

THIS INDENTURE WITNESSETH, That:

Indiana University Foundation, an Indiana Not-for-Profit Corporation,

(Grantors), of Monroe County, in the State of, CONVEYS AND WARRANTS to

City of Bloomington Redevelopment Commission, a Municipal Corporation,

(Grantees), of Monroe County, in the State of IN, for the sum of \$1.00 and other valuable consideration, the following described real estate in Monroe County, Indiana:

Lot Number Forty-seven (47) in Maple Heights Addition to the City of Bloomington, Indiana, according to the recorded plat thereof. 013-02530-00

Lot Number 49 in Maple Heights Second Addition to the City of Bloomington, Indiana, excepting therefrom 5 feet of even width off of the entire East side thereof. 013-02180-00

Tax ID: 53-05-32-112-025.000-005 & 53-05-32-112-024.000-005

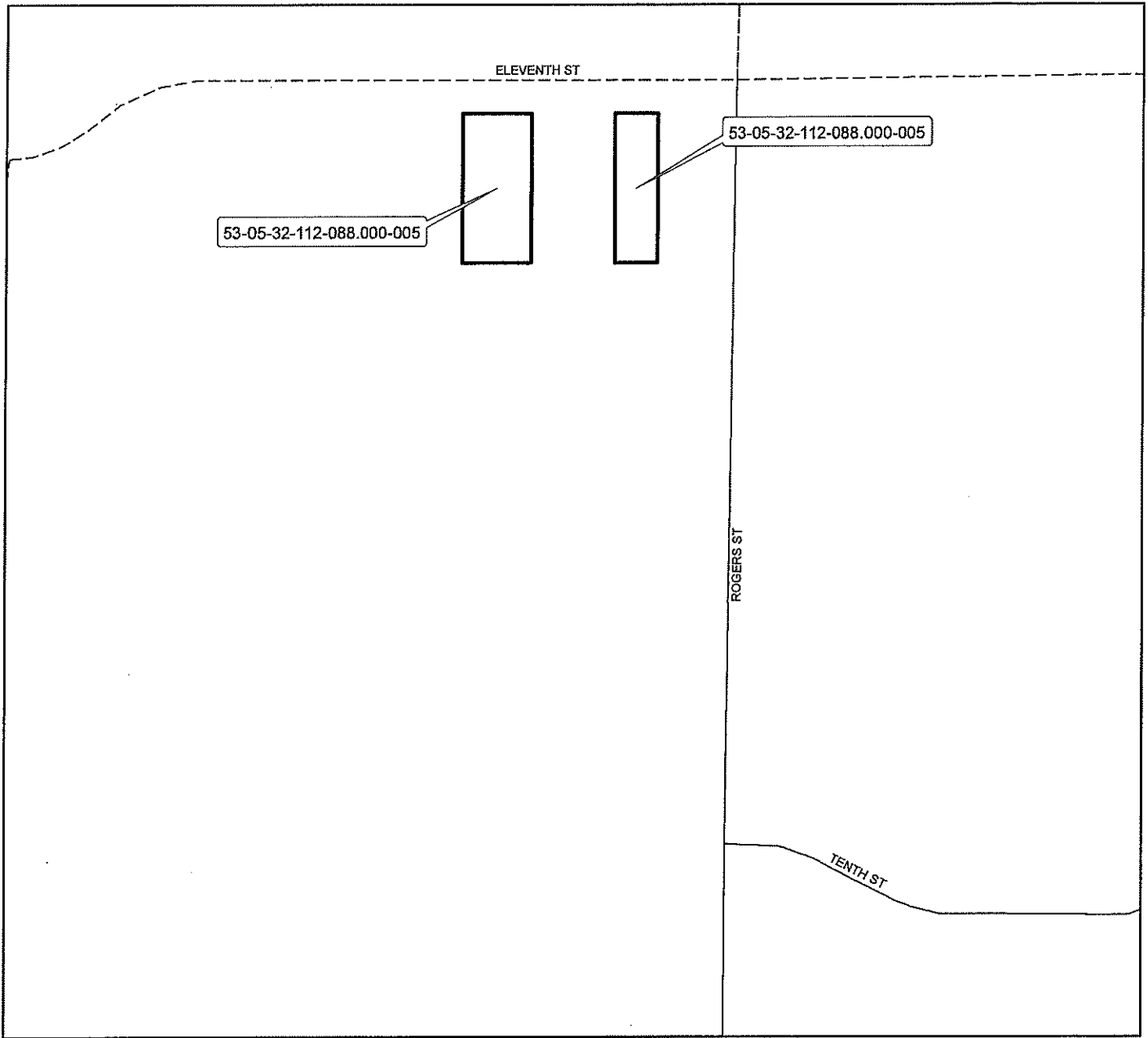
The address of the real estate described herein is 505 & 515 W. 11th Street Bloomington, IN 47404.

Subject to Taxes for the year 2011 and thereafter; and, subject to Covenants, Conditions, Restrictions and Easements contained in the plat of Maple Heights Addition to the City of Bloomington.

EXHIBIT B

Map of the Real Estate

**Indiana Brownfields Program # 4160803 - Exhibit B (Map of Real Estate)
Deed Instrument # 2011012085**



Mapped By: Mike Hill, IDEM, Office of Land Quality, Science Services Branch, Engineering & GIS Services, January 26, 2017


Deed Info: Instrument # 2011012085 Recorded 09/07/2011
Warranty Deed


Parcel IDs: 53-05-32-112-088.000-005 (2 tracts with same PIN)


PLSS Info: Section 32, T9N, R1W
Bloomington Township
Monroe County, IN


Property: Eleventh & Rogers Streets, Bloomington, IN

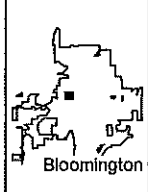
Disclaimer: This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

	Real Estate
	Street





Monroe County	
	

Project Area	
	

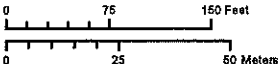


EXHIBIT C

Copy of Site Status Letter



Indiana Department of Environmental Management

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

February 2, 2017

Linda Williamson, Director
Economic & Sustainable Development Department
City of Bloomington
401 North Morton Street, Suite 150
Bloomington, Indiana 47402

Re: **Site Status Letter – Reissue 1**
IU Property
North Rogers Street & 11th Street SW
Bloomington, Monroe County
Brownfield #4160803

Dear Ms. Williamson:

In response to the request by BCA Environmental Consultants, LLC (BCA) on behalf of the City of Bloomington Redevelopment Commission (City or Owner) to the Indiana Brownfields Program (Program) for assistance concerning the property located at the southwest corner of North Rogers Street and 11th Street SW, Bloomington (Site), the Indiana Department of Environmental Management (IDEM) has agreed to provide this Site Status Letter to clarify IDEM's position on the necessity of an environmental response action at the Site.¹ This letter is not a legal release from liability. It will, however, help to establish whether environmental conditions at the Site might be a barrier to redevelopment or property transfer.

As part of the request for assistance in determining any existing environmental contamination and potential liability to undertake response activities at the Site, Program staff have reviewed the following reports:

- *Phase I Environmental Site Assessment* (April 2014 Phase I ESA), dated April 8, 2014, prepared by BCA
- *Phase II Environmental Site Assessment* (Phase II ESA), dated September 4, 2014, prepared by BCA
- *Supplemental Phase II Environmental Site Assessment* (Supplemental Phase II ESA), dated February 24, 2015, prepared by BCA

¹ A Site Status Letter (SSL) was issued by IDEM on January 13, 2017 to the City of Bloomington - Economic & Sustainable Development Department. Due to changes to Site parcel numbers made by the Monroe County, Indiana Geographic Information System (GIS), revisions to both the January 13, 2017 SSL and the two associated environmental restrictive covenant (ERCs) were necessary. This SSL supersedes the SSL for the Site dated January 13, 2017.



- *Phase I Environmental Site Assessment - Revision 1* (October 2016 Phase I ESA, Revision 1), dated October 31, 2016, prepared by BCA

These reports may be viewed electronically by searching online by the applicable Brownfield site ID # referenced above in the subject line of this letter in the Virtual File Cabinet (VFC) on IDEM's website.

Site Description and History

The approximately 3.74-acre asymmetrical-shaped Site which is "squared-off" near the northern end with the south border curved and in a similar shape as the State of Nevada. The Site is comprised of 10 parcels on two separate deeds, with multiple parcels sharing the same State parcel identification number. Refer to Table 1, below, for additional parcel information.

**TABLE 1
 Parcel Information**

Parcel Number	Former Use	Acreage
53-05-32-112-088.000-005	1898 – 2012 Residential Use	1.24
53-05-32-100-036.000-005		
53-05-32-100-018.000-005	1898-1907 Washing Machine Manufacturer 1907-1955 Basket Manufacturer 1931-1963 Farm & Feed Operation 1963-1984 Automobile Repair Shop/Junk Yard	2.5

The Site is primarily vacant with a small parking lot near the southeastern quadrant of the Site. A washing machine manufacturer (1898 through 1907), a basket manufacturer (1907 through 1955), a farm & feed operation (1931 through 1963), and an automobile repair shop/junk yard (1963 through 1984) operated on the southern portion of the Site. The northern portion of the Site remained residential from 1898 through 2012. The Site has been owned by the City of Bloomington Redevelopment Commission since September 1, 2011.

The Site is bordered by commercial properties to the north and northeast across 11th Street; to the east across North Rogers Street by vacant property which previously housed a lumber yard and residential homes (northern third of property) (1907) and later by Showers Brothers Furniture manufacturer (southern two thirds of property) and residential homes (north third of property) (1913 through at least 1963) and then by Indiana University Publications (1971 through 2010); to the southeast by North Rogers Street followed by the B-Line Rail Trail (former railroad) and the City of Bloomington government offices; to the south the B-Line Rail Trail followed by Bloomington Iron and Metal recycling company; and, to the west by Bender Lumber Company. The southern portion of the Site is expected to be redeveloped for mixed commercial and multi-tenant

residential use. Redevelopment plans for the northern portion of the Site are unknown at this time.

Environmental Conditions

For purposes of evaluating Site conditions for closure, sample analytical results were compared to IDEM's Remediation Closure Guide (RCG) (March 22, 2012 and applicable revisions) screening levels as follows: soil samples collected at depths between 0 and 10 feet below ground surface (bgs) were compared to RCG residential and commercial/industrial direct contact screening levels (RDCSLs and IDCSLs, respectively); soil samples collected between 0 and 18 feet bgs were compared to the excavation worker soil exposure direct contact screening levels (EX DCSLs); and, soil samples collected at depths greater than 18 feet bgs were not evaluated for purposes of closure because of the unlikely risk of exposure to soil at that depth. Ground water samples were compared to both residential tap ground water screening levels (Res TAP GWSLs), residential and commercial/industrial vapor exposure ground water screening levels (Res VE GWSLs and Indus VE GWSLs, respectively).

Phase I Environmental Site Assessment – April 2014

The April 2014 Phase I ESA identified the following recognized environmental conditions (RECs):

On-Site:

- Sanborn® Fire Insurance Maps (Sanborn Maps) and aerial photographs indicate that kilns, boilers, woodworking shops, veneer works, wood saw mills, lumber storage associated with a former basket manufacturing company operated on the central and southern portions of the Site. Although no historical records of specific chemicals used at the facility or locations where chemicals may have been historically used, basket manufacturing may have included wood prep (boiling and other wood treatment), wood finishing (varnishes, stains, paints, dyes, oils, solvents, etc), product assembly (veneers and glues), as well as other operations involving large equipment and kilns powered by various fuels. There is a potential for the release of these materials to have historically occurred at the Site.
- Sanborn Maps and aerial photographs indicate that a washing machine manufacturing facility, a coal yard, a feed farm and farm implement dealer, and an automobile repair facility and wrecking yard was operated at various times on the southeastern portion of the Site. No historical records of the operations, materials used, or storage areas of these materials were found. Similar manufacturing facilities utilized heavy metals such as lead and chromium in their coating or finishing processes. Coal storage yards historically have been associated with the release of polynuclear aromatic hydrocarbons (PAHs) into soil and ground water beneath the coal piles. Auto repair and wrecking yards

could have releases of various petroleum products, glycols, paints, solvents, and cleaners.

- Evidence of a former railroad spur was identified on Sanborn Maps and aerial photographs on the southern portion of the Site. Although no visual evidence of contamination was discovered during the Phase I ESA Site reconnaissance, typical contaminants along rail spurs could include: petroleum products (oil or fuel), solvents, paints, varnishes that may have been used in furniture production, coal ash and cinders from engines and boilers, and/or herbicides for weed control.
- Approximately 40 5-gallon lidded plastic buckets labeled Blacktop Sealer were noted in a wooded area located near the southwest portion of the Site. Some of the buckets were damaged and contained a tar-like material that appeared to be mostly solidified due to age. Blacktop products can contain a number of products including: petroleum (asphalt)-based sealers or coal-tar-based sealers, or a combination of both and the coal-tar variant can also include PAHs.

Off-Site:

- The Shower Brothers Furniture Company was noted on the southern half of 638 North Rogers Street (located cross-gradient and to the east of the Site) from at least 1907 until approximately 1963 and included kilns, engines, and lumber storage. A number of chemicals and hazardous materials that may have been used at this location include: glues, varnishes, stains, paints, dyes, oils, solvents, veneers, and wood treatments. The potential exists for these materials to have been historically released onto the Site.
- The former IU Printing Services Building (across North Rogers Street to the east) included off-set printing processes. Hazardous chemicals commonly used in off-set printing processes include solvents (e.g. toluene, methyl ethyl ketone, xylene, benzene, 1,1,1-trichloroethane, and/or vinyl chloride). A potential exists for these materials to have been historically released onto the Site.
- The B-Line Rail Trail (just south of and adjoining the Site) was a former rail corridor converted to a paved recreational trail in 2008. The rail corridor was extensively sampled and was found to contain various metals and PAHs due to the presence of coal ash and cinders. A potential exists for these materials to have been historically released onto the Site and may have been spread a short distance beyond the limits of the right-of-way.

Phase II Environmental Site Assessment – September 2014

In May 2014, BCA completed a subsurface investigation to evaluate each of the on-Site RECs and the off-Site REC associated with the IU Printing Services building

(638 North Rogers Street located across North Rogers Street to the east) identified in the April 2014 Phase I ESA. A total of 28 soil borings (SB-1 through SB-28) were advanced to a maximum depth of 21 feet bgs. Soil borings SB-5 and SB-6 were advanced to a depth of 8 feet bgs with soil borings SB-7, SB-21, and SB-24 advanced to ground water or to refusal, whichever was first encountered (between 10 feet and 11.5 feet bgs). Temporary monitoring wells were placed in the deeper soil borings. Soil borings SB-5 and SB-6 were advanced near the suspected coal storage and automobile repair/wrecking yard areas on the Site. Soil boring SB-7 was advanced on-Site where the buckets of Blacktop Sealer were observed within the wooded area near the southwest corner of the Site. Soil boring SB-21 was advanced in the west-central portion of the Site within the footprint of the former furniture factory, while SB-24 was placed along the former rail spur on the east side of the Site. Soil and ground water samples were analyzed for some or all of the following: volatile organic compounds (VOCs), PAHs, semi-volatile organic compounds (SVOCs), metals (antimony, arsenic, barium, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc), and herbicides.

Arsenic (SB-5, SB-21, SB-24), lead (SB-24) and thallium (SB-21 and SB-24) were detected at concentrations in soil above their respective RDCSLs, but below their respective IDCSLs. No other constituents analyzed in soil were detected at levels above applicable RCG screening levels. Ground water was not encountered in the temporary monitoring well at SB-21 and, therefore, a ground water sample was not collected at this location. No constituents analyzed in ground water were detected at levels above applicable RCG screening levels. Refer to Table 1, below, for a summary of soil analytical data above applicable RCG screening levels.

TABLE 1
May 2014 Soil Concentrations Exceeding Applicable IDEM RCG Screening Levels

Sample Location	Depth (feet bgs)	Detected Constituent and Result (in parts per million (ppm))		
		Arsenic	Lead	Thallium
SB-5	0-2	<i>11.4</i>	14.8	<1.2 [^]
DUP		<i>11.4</i>	12.4	<1.2 [^]
SB-21	2-4	<i>14.9</i>	23.8	1.9
SB-24	0-2	<i>10.3</i>	432	1.9
RDCSL		9.5	400	1.1
IDCSL		30	800	12

Notes: *italics* = above RCG Residential Direct Contact Screening Level
 DUP = field duplicate bgs = below ground surface
[^] = laboratory detection limits were higher than the RCG Residential Direct Contact Screening Level and, therefore, this data is inconclusive as an actual detected concentration

Supplemental Phase II – February 2015

In October 2014, nine soil borings (SB-39 through SB-46 and SB-48) were advanced to a maximum depth of 4 feet bgs. Bedrock refusal was encountered at each

drilling location. Soil samples from SB-39 through SB-46 were analyzed for PAHs, thallium, lead, and arsenic. The soil sample collected from SB-48 was analyzed for polychlorinated biphenyls (PCBs) only. Soil sample results collected from soil borings SB-39 through SB-46 detected arsenic at concentrations above its RDCSL with thallium detected in SB-43 at a concentration above its RDCSL, but detected arsenic and thallium concentrations were below their respective IDCSLs. No other constituents analyzed in soil were detected at levels above applicable RCG screening levels. Refer to Table 2, below, for a summary of soil analytical data above applicable RCG screening levels.

TABLE 2
October 2014 Soil Concentrations Exceeding Applicable IDEM RCG Screening Levels

Sample Location	Depth (feet bgs)	Detected Constituent and Result (in parts per million (ppm))	
		Arsenic	Thallium
SB-39	2-4	9.6	0.68
SB-40	0-2	10	0.68
	2-4	10	NR
SB-41	0-2	11.6	0.97
	2-4	10.1	NR
SB-42	2-4	13	NR
SB-43	0-2	11.6	1.3
	DUP	11.1	1.1
	2-4	11.4	NR
SB-44	0-2	9.6	1.0
	2-4	11.6	NR
SB-45	0-2	10.2	0.78
	2-4	10.5	NR
SB-46	0-2	11.3	0.91
	2-4	11.2	NR
RDCSL		9.5	1.1
IDCSL		30	12

Notes: *italics* = above RCG Residential Direct Contact Screening Level
 NR = not reported DUP = field duplicate bgs = below ground surface

Phase I Environmental Site Assessment – October 2016 (Revision 1)

The October 2016 Phase I ESA (Revision 1) identified the following RECs associated with the Site:

- Metals including arsenic, and to a lesser degree lead and thallium are present in on-Site soils at one or more locations at concentrations exceeding RCG screening levels. The occurrences are closely associated with the presence of coal ash and cinders observed during the investigations at locations throughout the Site.
- Low levels of benzo(a)pyrene were detected in surface soil (SB-7) near

the former location of the blacktop sealer pails. However, the concentrations were consistent with other locations nearby where coal ash and cinders were found in shallow soils.

Although analytical results from some on-Site soil samples exceeded the RCG residential migration to ground water screening level (Res MTGSL) for arsenic, arsenic was not detected in filtered ground water samples from the Site. Therefore, this exposure pathway is incomplete and is considered a *de minimis* condition.

- October 2016 Phase I ESA (Revision 1) also identified the following historical off-Site REC (HREC): The B-Line Rail Trail, an adjoining property located south of the Site, was a former rail corridor that was converted into a recreational trail (rail-to-trail) in 2008. Prior to conversion, the former rail corridor was investigated and was found to be contaminated with metals and PAHs above the then-applicable IDEM cleanup levels. The former rail corridor has been remediated and redeveloped as a recreational trail. Site Status Letters were issued on October 5, 2009 and August 22, 2012 for sections of the B-Line Rail Trail.

Based on available investigative activities associated with other nearby facilities including: Bloomington Iron and Metal at 503 N. Rogers Street (further south); Indiana University Shower Warehouse at 11th Street between Morton and Rogers Streets (east), Stephens Olds Honda at 300 West 11th Street, Bloomington Cleaners at 317 West 17th Street, Circle K #48 at 201 West 17th Street, former IU Print Services Building 638 North Rogers Street (across the Rogers Street to the east), former operations at these facilities are considered *de minimis* conditions.

Conclusion

Notwithstanding contaminants in soil having been detected at levels above RCG residential screening levels, IDEM can approve a conditional multi-tenant residential closure of environmental conditions at the Site under RCG since: (1) concentrations of arsenic, lead and thallium detected in soil did not exceed their respective IDCSSLs; (2) no contamination was detected in ground water above Res TAP GWSLs; and, (3) potential exposure to remaining soil contaminants can be controlled with an institutional control.

IDEM has determined based on available data that Site conditions currently present no threat to human health or the environment and that so long as the Site is maintained to uphold the land use restrictions discussed below, environmental conditions on the Site satisfy the RCG for a conditional multi-tenant residential closure.

IDEM concludes, in part based on information provided by the City of Bloomington Redevelopment Commission that:

- (1) No state or federal enforcement action at the Site is pending;
- (2) No federal grant requires an enforcement action at the Site;

- (3) No condition on the Site constitutes an imminent and substantial threat to human health or the environment;
- (4) Neither the City of Bloomington Redevelopment Commission, nor an agent or employee of the City of Bloomington Redevelopment Commission caused, contributed to, or knowingly exacerbated the release or threat of release of any hazardous substance or petroleum at the Site through an act or omission;
- (5) City of Bloomington Redevelopment Commission does not have any ownership interest in any entity that caused, contributed to, or knowingly exacerbated the release or threat of release;
- (6) There is no alternative basis for the City of Bloomington Redevelopment Commission's liability for historic contamination at the Site (e.g., liability as a generator) or by reason of the existence of a new source of contaminants on the Site; and,
- (7) Detected levels of contaminants at the Site meet conditional residential screening criteria established in IDEM's Remediation Closure Guide (March 22, 2012 and applicable revisions).

Based on the information on known contaminant levels submitted to or otherwise reviewed by IDEM, IDEM concludes that current Site conditions do not warrant a response action at this time and does not plan to take a response action at the Site at this time. If IDEM later discovers that above-referenced reports or other information submitted to IDEM was inaccurate, or if any activities undertaken by an owner or operator exacerbate the Site contamination, then IDEM reserves the right to revoke this letter and pursue any responsible parties. Additionally, this determination does not apply to any contamination that is not described in this Site Status Letter or any future releases at the Site. Furthermore, this letter does not constitute an assurance that the Site is safe or fit for any particular use. Please be advised that any work performed at the Site must be done in accordance with all applicable environmental laws.

Since levels of arsenic, lead, and thallium detected in soil underlying the Site remain above applicable RCG residential screening levels, an environmental restrictive covenant (ERC) is required to be recorded on each of the two deeds for the parcels comprising the Site. As a condition of the effectiveness of this Site Status Letter, IDEM is requiring land use restrictions via the enclosed ERCs with the following provision, summarized below:

- Neither engage in nor allow drilling or excavation of soil on the Site during any residential construction without first submitting a work plan to IDEM at least sixty (60) days prior to beginning work for approval by IDEM within thirty (30) days of its receipt. Any removal, excavation or disturbance of soil from the Site during residential redevelopment activities must be conducted in accordance with an IDEM-approved work plan, including all applicable requirements of IOSHA/OSHA.

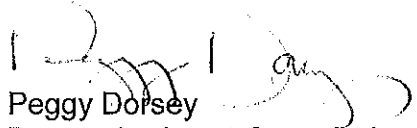
- (a) Soil in any area on the Site on which standalone single-family or duplex residential housing will be constructed must be sampled down to 10 feet bgs. Any soil determined through sampling to be contaminated above applicable RCG residential screening levels must be excavated, leaving only soil that meets RCG RDCSLs in place.
- (b) Soil disturbed as a result of excavation and construction activities on the Site must be restored in such a manner that any remaining contaminant concentrations do not present a threat to human health or the environment (as determined under the RCG using residential screening levels). Upon IDEM's request, the Owner shall provide the IDEM with documentation showing the excavated and restored area, and any other area affected by excavation or construction activities, does not represent such a threat. Any soil that is removed, excavated or disturbed on the Site must be managed and disposed of in accordance with all applicable federal and state laws and regulations.

In order for IDEM to consider this letter effective, the enclosed ERCs, each of which includes a copy of the Site Status Letter, must be recorded on the deeds for the Site in the Monroe County Recorder's Office. Please return a certified copy of each of the filed documents to the address listed below:

Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
ATTN: Ken Coad

IDEM is pleased to assist the City of Bloomington Redevelopment Commission with this request. Should you have any questions or comments, please contact Ken Coad of the Indiana Brownfields Program at 317-233-8409 or by email at kcoad@ifa.in.gov.

Sincerely,


Peggy Dorsey
Deputy Assistant Commissioner
Office of Land Quality

Enclosure

cc: Jan Pels, U.S. EPA Region 5 (*electronic copy*)
Meredith Gramelspacher, Indiana Brownfields Program (*electronic copy*)
Ken Coad, Indiana Brownfields Program (*electronic copy*)
Thomas G. Crowe, Pedcor Investments-2015-CXLIX, L.P. (*electronic copy*)
Joel Markland, BCA (*electronic copy*)

EXHIBIT D

TABLE 1
IU Property, Bloomington – BFD #4160803
Soil Concentrations Exceeding Applicable
IDEM RCG Screening Levels

TABLE 1
IU Property, Bloomington – BFD #4160803
Soil Concentrations Exceeding Applicable IDEM RCG Screening Levels

Sample Location	Date	Depth (feet bgs)	Detected Constituent and Result <i>(in parts per million (ppm))</i>		
			Arsenic	Lead	Thallium
SB-39	October 2014	0-2	<i>10.3</i>	432	<i>1.9</i>
SB-40		0-2	<i>10</i>	118	0.68
		2-4	<i>10</i>	NR	NR
RDCSL			9.5	400	1.1
IDCSL			30	800	12

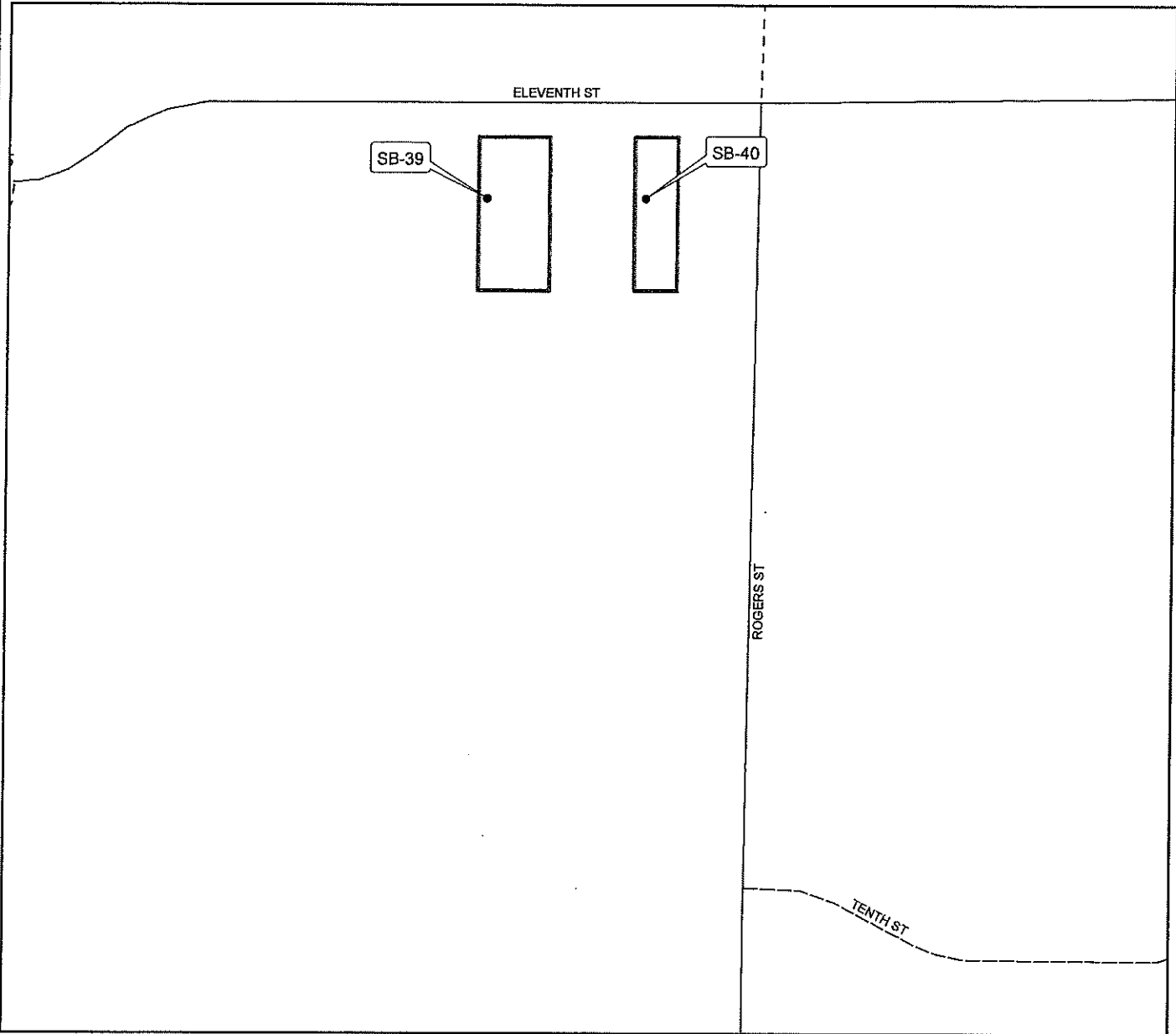
Notes: *italics* = above RCG Residential Direct Contact Screening Level
bgs = below ground surface
NR = not reported

EXHIBIT E

IU Property, Bloomington – BFD #4160803
Site Map Depicting Sampling Locations at Which
COCs Were Detected Above Applicable IDEM RCG Screening Levels

DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Real Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remediating the environmental conditions on the Real Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Real Estate, nor can it be relied upon in the future as depicting environmental conditions on the Real Estate.

**Exhibit E - BFD 4160803 (Site Map Depicting Sample Locations Where
COCs Were Detected Above Applicable IDEM RCG Screening Levels)
Deed Instrument # 2011012085**



Mapped By: Mike Hill, IDEM, Office of Land Quality, Science Services Branch, Engineering & GIS Services, January 13, 2017




Sample Location Info:
All sample locations are soil borings denoted by SB-#.

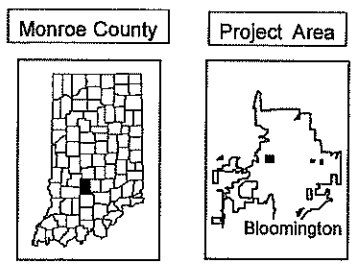
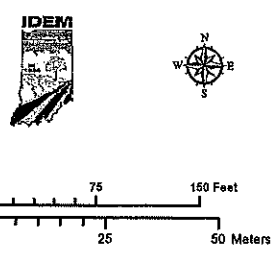
Deed Info: Instrument # 2011012085 Recorded 09/07/2011
Warranty Deed

PLSS Info: Section 32, T9N, R1W
Bloomington Township
Monroe County, IN

Property: Eleventh & Rogers Streets, Bloomington, IN

Disclaimer: This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

-  Sample Location
-  Real Estate
-  Street



Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this ____ day of _____, 201__, by the City of Bloomington Redevelopment Commission ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Monroe, Indiana, which is located near North Rogers Street and 11th Street in Bloomington, and more particularly described in the attached **Exhibit "A-1"** ("Deed of The State of Indiana"), which is hereby incorporated and made a part hereof. The property described in the Deed of The State of Indiana encompasses 12 parcels totaling approximately 11.6-acres that was acquired on September 14, 2011, and recorded on September 27, 2011 as Deed Record 2011013164 in the Office of the Recorder of Monroe County, Indiana. This Covenant applies to eight parcels on the above-referenced deed encompassing a 3.434-acre portion of the larger 11.6-acre property ("Real Estate") which are identified by the State by parcel identification numbers 53-05-32-112-088.000-005, 53-05-32-100-036.000-005, and 53-05-32-100-018.000-005. A legal description of the 3.434-acre Real Estate is attached here to as **Exhibit "A-2"** ("Environmental Restrictive Covenant Real Estate Legal Description") and the Real Estate is depicted on a map attached hereto as **Exhibit "B"** as the "Environmental Restrictive Covenant Real Estate Map".

WHEREAS: A Site Status Letter, a copy of which is attached hereto as **Exhibit "C"**, was prepared and issued by the Indiana Department of Environmental Management ("the Department" or "IDEM") pursuant to the Indiana Brownfields Program's ("Program") recommendation at the request of Owner to address the redevelopment potential of the Real Estate which is eight of ten parcels comprising a brownfield site resulting from a release of hazardous substances relating to historical operations on or in the vicinity of the Real Estate, Program site number BFD #4160803.

WHEREAS: The Site Status Letter, as approved by the Department, provides that certain contaminants of concern ("COCs") were detected in soil on the Real Estate but will not pose an unacceptable risk to human health at the detected concentrations provided that the land use restrictions contained herein are implemented and maintained to ensure the protection of public health, safety, or welfare, and the environment. The COCs are arsenic, lead, and thallium in soil.

WHEREAS: Soil and ground water on the Real Estate were sampled for volatile organic compounds ("VOCs"), polynuclear aromatic hydrocarbons ("PAHs"), semi-volatile organic compounds ("SVOCs"), metals (antimony, arsenic, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc), herbicides and/or polychlorinated biphenyls ("PCBs"). Investigations detected levels of arsenic, lead, and thallium in soil above their respective residential direct contact screening levels ("RDCSLs") established by IDEM in the Remediation Closure Guide ("RCG") (March 22, 2012 and applicable revisions). Soil analytical results above applicable RCG screening levels are summarized on Table 1, attached hereto as **Exhibit "D"**. A site map, attached hereto as **Exhibit "E"**, depicts sample locations on the Real Estate at which the COCs were detected in soil above applicable RCG screening levels.

WHEREAS: Notwithstanding the detections of COCs in soil on the Real Estate at levels above applicable RCG screening levels, IDEM approved a conditional residential closure of environmental conditions on the Real Estate under RCG since: (1) concentrations of arsenic, lead and thallium were not detected in soil at levels above their respective IDCSSLs; and, (2) no contamination was detected in ground water above Res TAP GWSLs. Therefore, environmental conditions on the Real Estate meet applicable conditional residential cleanup criteria in the RCG so long as the land use restriction required by this Covenant is maintained.

WHEREAS: Environmental reports and other documents related to the Real Estate are hereby incorporated by reference and may be examined at the Public File Room of the Department, which is located in the Indiana Government Center North at 100 N. Senate Avenue, 12th Floor East, Indianapolis, Indiana. The documents may also be viewed electronically by searching the Department's Virtual File Cabinet on the Web at: <http://www.in.gov/idem/4101.htm>.

NOW THEREFORE, the City of Bloomington Redevelopment Commission subjects the Real Estate to the following restrictions and provisions, which shall be binding on the City of Bloomington Redevelopment Commission and all future owners:

I. RESTRICTION

1. Restriction. The Owner and all future owners:

- (a) Shall neither engage in nor allow drilling or excavation of soil on the Real Estate during any residential construction without first submitting a work plan for approval by the Department at least sixty (60) days prior to beginning work for approval by the Department within thirty (30) days. Any removal, excavation or disturbance of soil from the Real Estate during any residential construction activities must be conducted in accordance with a Department-approved work plan, including all applicable requirements of IOSHA/OSHA.
 - i. Soil in any area on the Real Estate on which standalone single-family or duplex residential housing will be constructed must be sampled down to 10 feet below ground surface ("bgs"). Any soil determined through such sampling to be contaminated above applicable RCG residential screening levels must be excavated, leaving only soil that meets RCG RDCSSLs in place.
 - ii. Shall restore soil disturbed as a result of any excavation and construction activities on the Real Estate in such a manner that any remaining contaminant concentrations do not present a threat to human health or the environment (as determined under the RCG using residential screening levels). Upon IDEM's request, the Owner shall provide the IDEM with documentation showing the excavated and restored area, and any other area affected by excavation or construction activities, does not represent such a threat.

- iii. Any soil that is removed, excavated or disturbed on the Real Estate must be managed and disposed in accordance with all applicable federal and state laws and regulations.

II. GENERAL PROVISIONS

2. Restriction to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control ("Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Real Estate by any person shall limit the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of determining whether the land use restrictions set forth in paragraph 1 above are being properly maintained (and operated, if applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment. This right of entry includes the right to take samples, monitor compliance with the remediation work plan (if applicable), and inspect records.
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances) the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____, 20___, RECORDED IN THE OFFICE OF THE RECORDER OF MONROE COUNTY ON _____, 20___, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing

interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and include (a) a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if the instrument has been recorded, its recording reference(s), and (c) the name and business address of the transferee.

7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate the Department if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, the Department shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that contaminants of concern on the Real Estate no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Monroe County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner from complying with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

City of Bloomington Redevelopment Commission
401 North Morton Street, Suite 150
Bloomington, IN 47402
ATTN: Linda Williamson

To Department:

Indiana Brownfields Program
100 N. Senate Avenue, Rm. 1275
Indianapolis, Indiana 46204
ATTN: Ken Coad

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

EXHIBIT A-1

Deed of the State of Indiana

A-1

DULY ENTERED
FOR TAXATION

SEP 26 2011

 13
Auditor Monroe County, Indiana


2011013164 DEED \$0.00
09/27/2011 10:51:03A 4 PGS
Jim Fialder
Monroe County Recorder IN
Recorded as Presented

DEED OF THE STATE OF INDIANA

THE STATE OF INDIANA, for good and valuable consideration paid to THE TRUSTEES OF INDIANA UNIVERSITY, of 530 E. Kirkwood Avenue, Suite 204, Bloomington, Indiana 47408, a body politic created by and existing under the laws of The State of Indiana, does hereby convey and quitclaim to the City of Bloomington Redevelopment Commission, all right, title and interest in the real estate in Monroe County, Indiana, more particularly described on Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, The State of Indiana has caused this Deed to be executed by Mitchell E. Daniels, Jr., governor, and officially attested by Tim Berry, Auditor of Indiana, and the official seal of the State of Indiana to be affixed thereto, pursuant to Indiana Code 21-36-3-12, this 14th day of September, 2011.

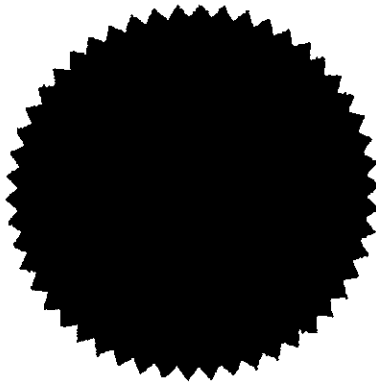
THE STATE OF INDIANA

By: 
Mitchell E. Daniels, Jr.
Governor

ATTEST:


Tim Berry, Auditor

(SEAL OF THE STATE OF INDIANA)



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for said County and State, appeared this day Mitchell E. Daniels, Jr., Governor, who, as such officer, acknowledged the execution of the foregoing Deed for and on behalf of The State of Indiana.

WITNESS my hand and Notarial Seal this 14th day of September, 2011.

Carrie L. Colborn
Notary Public
Printed: Carrie L. Colborn
Resident of MARION County

My Commission Expires:

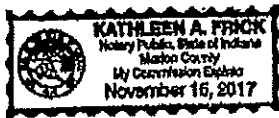
4/17/2019



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for said County and State, appeared this day Tim Berry, Auditor, who, as such officer, acknowledged the attestation of the foregoing Deed for and on behalf of The State of Indiana.

WITNESS my hand and Notarial Seal this 15th day of September, 2011.



Kathleen A. Frick
Notary Public
Printed: Kathleen A. FRICK
Resident of Marion

My Commission Expires:

November 15, 2017

Send tax statements to and
Grantee's mailing address is:

City of Bloomington
401 N. Morton Street, Suite 220
Bloomington, IN 47402

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jeffery C. Dack

This instrument prepared by Jeffery C. Dack, Esq., Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282-0200

EXHIBIT A

Legal Description

Lots 46, 48, and 50 and 5 feet off the East side of Lot 49 in Maple Heights as recorded in Plat Book 21, Page 10.

Lots 6, 7, and 8 and the alley between Lots 6 and 7 in Hunter Addition to the City of Bloomington as recorded in Plat Book 3, Page 29.

A part of the East half of Section 32 and a part of the West half of Section 33, Township 9 North, Range 1 West, Monroe County, Indiana described as follows:

Beginning at the Northwest corner of a 12 foot alley being 12 feet West of the Northwest corner of Lot 1 in Hunter Addition to the City of Bloomington; thence South 00 degrees 02 minutes 14 seconds West along the West line of said alley 336.60 feet; thence North 89 degrees 29 minutes 08 seconds West 145.30 feet; thence South 00 degrees 30 minutes 46 seconds West 416.47 feet; thence South 88 degrees 49 minutes 45 seconds West 373.70 feet to the East right-of-way of North Rogers Street; thence along said East right-of-way North 00 degrees 35 minutes 33 seconds East 755.43 feet to the South right-of-way of 11th Street; thence along said right-of-way North 89 degrees 33 minutes 21 seconds East 515.07 feet to the Point of Beginning containing 7.56 acres, more or less.

West Description

A part of the East half of Section 32, Township 9 North, Range 1 West, Monroe County, Indiana described as follows:

Beginning at the intersection of the South alley line, said alley running East and West South of Lots 46, 47, 48, 49 and 50 in Maple Heights Second Addition to the City of Bloomington and the West line of North Rogers Street said point being 144 feet South of West Eleventh Street; thence South 00 degrees 35 minutes 33 seconds West along the West line of North Rogers Street 583.19 feet to the North right-of-way of the CSX Railroad Corridor said point being on a non-tangent curve having a radius of 1490.96 feet; thence Northwesterly along said curve 376.73 feet (chord bearing North 48 degrees 47 minutes 12 seconds West 375.73 feet); thence North 00 degrees 35 minutes 33 seconds East parallel to North Rogers Street 333.37 feet to the South line of the aforementioned alley; thence North 89 degrees 32 minutes 51 seconds East 285.24 feet to the Point of Beginning; Excepting therefrom the North-South alley which extends South between Lots 47 and 48 in Maple Heights Second Addition. Containing approximately 2.91 acres.

EXHIBIT A-2

Environmental Restrictive Covenant Real Estate Legal Description

Environmental Restrictive Covenant Real Estate

Legal Description

Lots 46, 48, and 50 and 5 feet off the East side of Lot 49 in Maple Heights as recorded in Plat Book 21, Page 10.

West Description

A part of the East half of Section 32, Township 9 North, Range 1 West, Monroe County, Indiana described as follows:

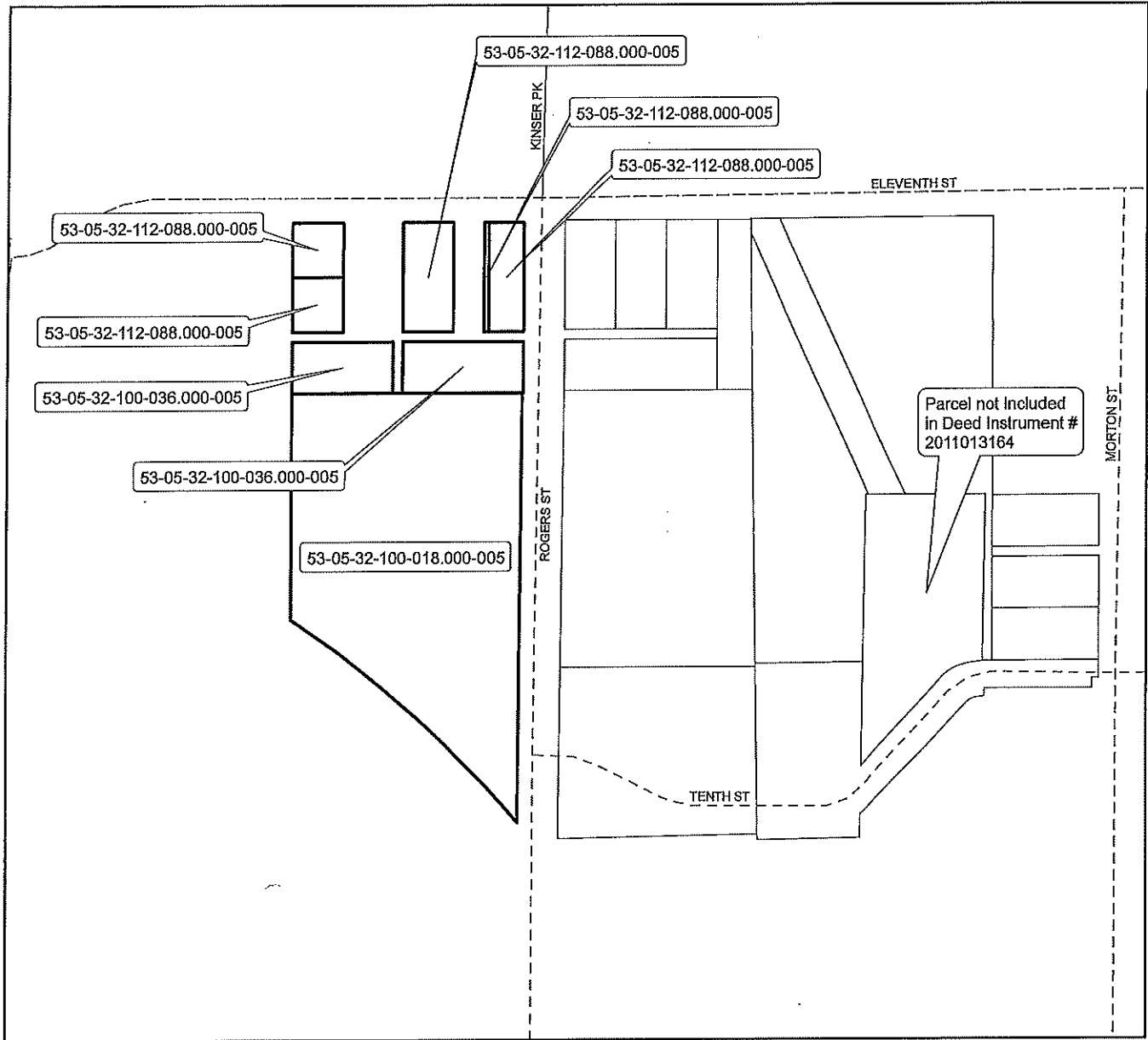
Beginning at the intersection of the South alley line, said alley running East and West South of Lots 46, 47, 48, 49 and 50 in Maple Heights Second Addition to the City of Bloomington and the West line of North Rogers Street said point being 144 feet South of West Eleventh Street; thence South 00 degrees 35 minutes 33 seconds West along the West line of North Rogers Street 583.19 feet to the North right-of-way of the CSX Railroad Corridor said point being on a non-tangent curve having a radius of 1490.96 feet; thence Northwesterly along said curve 376.73 feet (chord bearing North 48 degrees 47 minutes 12 seconds West 375.73 feet); thence North 00 degrees 35 minutes 33 seconds East parallel to North Rogers Street 333.37 feet to the South line of the aforementioned alley; thence North 89 degrees 32 minutes 51 seconds East 285.24 feet to the Point of Beginning; Excepting therefrom the North-South alley which extends South between Lots 47 and 48 in Maple Heights Second Addition. Containing approximately 2.91 acres.

EXHIBIT B

Environmental Restrictive Covenant Real Estate Map

Indiana Brownfields Program # 4160803 - Exhibit B (Map of Real Estate)

Deed Instrument # 2011013164



Mapped By: Mike Hill, IDEM, Office of Land Quality, Science Services Branch, Engineering & GIS Services, February 2, 2017

Deed Info: Instrument # 2011013164 Recorded 09/27/2011
Deed of the State of Indiana

ERC Parcel IDs: 53-05-32-100-018.000-005
53-05-32-100-036.000-005 (2 tracts with same PIN)
53-05-32-112-088.000-005 (5 tracts with same PIN)

PLSS Info: Section 32, T9N, R1W
Bloomington Township
Monroe County, IN

Property: Eleventh & Rogers Streets, Bloomington, IN

Disclaimer: This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

	Environmental Restrictive Covenant (Real Estate)
	Non-Environmental Restrictive Covenant (Real Estate)
	Street

Monroe County

Project Area

EXHIBIT C

Copy of Site Status Letter



Indiana Department of Environmental Management

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

February 2, 2017

Linda Williamson, Director
Economic & Sustainable Development Department
City of Bloomington
401 North Morton Street, Suite 150
Bloomington, Indiana 47402

Re: **Site Status Letter – Reissue 1**
IU Property
North Rogers Street & 11th Street SW
Bloomington, Monroe County
Brownfield #4160803

Dear Ms. Williamson:

In response to the request by BCA Environmental Consultants, LLC (BCA) on behalf of the City of Bloomington Redevelopment Commission (City or Owner) to the Indiana Brownfields Program (Program) for assistance concerning the property located at the southwest corner of North Rogers Street and 11th Street SW, Bloomington (Site), the Indiana Department of Environmental Management (IDEM) has agreed to provide this Site Status Letter to clarify IDEM's position on the necessity of an environmental response action at the Site.¹ This letter is not a legal release from liability. It will, however, help to establish whether environmental conditions at the Site might be a barrier to redevelopment or property transfer.

As part of the request for assistance in determining any existing environmental contamination and potential liability to undertake response activities at the Site, Program staff have reviewed the following reports:

- *Phase I Environmental Site Assessment* (April 2014 Phase I ESA), dated April 8, 2014, prepared by BCA
- *Phase II Environmental Site Assessment* (Phase II ESA), dated September 4, 2014, prepared by BCA
- *Supplemental Phase II Environmental Site Assessment* (Supplemental Phase II ESA), dated February 24, 2015, prepared by BCA

¹ A Site Status Letter (SSL) was issued by IDEM on January 13, 2017 to the City of Bloomington - Economic & Sustainable Development Department. Due to changes to Site parcel numbers made by the Monroe County, Indiana Geographic Information System (GIS), revisions to both the January 13, 2017 SSL and the two associated environmental restrictive covenant (ERCs) were necessary. This SSL supersedes the SSL for the Site dated January 13, 2017.



- *Phase I Environmental Site Assessment - Revision 1* (October 2016 Phase I ESA, Revision 1), dated October 31, 2016, prepared by BCA

These reports may be viewed electronically by searching online by the applicable Brownfield site ID # referenced above in the subject line of this letter in the Virtual File Cabinet (VFC) on IDEM's website.

Site Description and History

The approximately 3.74-acre asymmetrical-shaped Site which is "squared-off" near the northern end with the south border curved and in a similar shape as the State of Nevada. The Site is comprised of 10 parcels on two separate deeds, with multiple parcels sharing the same State parcel identification number. Refer to Table 1, below, for additional parcel information.

TABLE 1
Parcel Information

Parcel Number	Former Use	Acreage
53-05-32-112-088.000-005	1898 – 2012 Residential Use	1.24
53-05-32-100-036.000-005		
53-05-32-100-018.000-005	1898-1907 Washing Machine Manufacturer 1907-1955 Basket Manufacturer 1931-1963 Farm & Feed Operation 1963-1984 Automobile Repair Shop/Junk Yard	2.5

The Site is primarily vacant with a small parking lot near the southeastern quadrant of the Site. A washing machine manufacturer (1898 through 1907), a basket manufacturer (1907 through 1955), a farm & feed operation (1931 through 1963), and an automobile repair shop/junk yard (1963 through 1984) operated on the southern portion of the Site. The northern portion of the Site remained residential from 1898 through 2012. The Site has been owned by the City of Bloomington Redevelopment Commission since September 1, 2011.

The Site is bordered by commercial properties to the north and northeast across 11th Street; to the east across North Rogers Street by vacant property which previously housed a lumber yard and residential homes (northern third of property) (1907) and later by Showers Brothers Furniture manufacturer (southern two thirds of property) and residential homes (north third of property) (1913 through at least 1963) and then by Indiana University Publications (1971 through 2010); to the southeast by North Rogers Street followed by the B-Line Rail Trail (former railroad) and the City of Bloomington government offices; to the south the B-Line Rail Trail followed by Bloomington Iron and Metal recycling company; and, to the west by Bender Lumber Company. The southern portion of the Site is expected to be redeveloped for mixed commercial and multi-tenant

residential use. Redevelopment plans for the northern portion of the Site are unknown at this time.

Environmental Conditions

For purposes of evaluating Site conditions for closure, sample analytical results were compared to IDEM's Remediation Closure Guide (RCG) (March 22, 2012 and applicable revisions) screening levels as follows: soil samples collected at depths between 0 and 10 feet below ground surface (bgs) were compared to RCG residential and commercial/industrial direct contact screening levels (RDCSLs and IDCSLs, respectively); soil samples collected between 0 and 18 feet bgs were compared to the excavation worker soil exposure direct contact screening levels (EX DCSLs); and, soil samples collected at depths greater than 18 feet bgs were not evaluated for purposes of closure because of the unlikely risk of exposure to soil at that depth. Ground water samples were compared to both residential tap ground water screening levels (Res TAP GWSLs), residential and commercial/industrial vapor exposure ground water screening levels (Res VE GWSLs and Indus VE GWSLs, respectively).

Phase I Environmental Site Assessment – April 2014

The April 2014 Phase I ESA identified the following recognized environmental conditions (RECs):

On-Site:

- Sanborn® Fire Insurance Maps (Sanborn Maps) and aerial photographs indicate that kilns, boilers, woodworking shops, veneer works, wood saw mills, lumber storage associated with a former basket manufacturing company operated on the central and southern portions of the Site. Although no historical records of specific chemicals used at the facility or locations where chemicals may have been historically used, basket manufacturing may have included wood prep (boiling and other wood treatment), wood finishing (varnishes, stains, paints, dyes, oils, solvents, etc), product assembly (veneers and glues), as well as other operations involving large equipment and kilns powered by various fuels. There is a potential for the release of these materials to have historically occurred at the Site.
- Sanborn Maps and aerial photographs indicate that a washing machine manufacturing facility, a coal yard, a feed farm and farm implement dealer, and an automobile repair facility and wrecking yard was operated at various times on the southeastern portion of the Site. No historical records of the operations, materials used, or storage areas of these materials were found. Similar manufacturing facilities utilized heavy metals such as lead and chromium in their coating or finishing processes. Coal storage yards historically have been associated with the release of polynuclear aromatic hydrocarbons (PAHs) into soil and ground water beneath the coal piles. Auto repair and wrecking yards

could have releases of various petroleum products, glycols, paints, solvents, and cleaners.

- Evidence of a former railroad spur was identified on Sanborn Maps and aerial photographs on the southern portion of the Site. Although no visual evidence of contamination was discovered during the Phase I ESA Site reconnaissance, typical contaminants along rail spurs could include: petroleum products (oil or fuel), solvents, paints, varnishes that may have been used in furniture production, coal ash and cinders from engines and boilers, and/or herbicides for weed control.
- Approximately 40 5-gallon lidded plastic buckets labeled Blacktop Sealer were noted in a wooded area located near the southwest portion of the Site. Some of the buckets were damaged and contained a tar-like material that appeared to be mostly solidified due to age. Blacktop products can contain a number of products including: petroleum (asphalt)-based sealers or coal-tar-based sealers, or a combination of both and the coal-tar variant can also include PAHs.

Off-Site:

- The Shower Brothers Furniture Company was noted on the southern half of 638 North Rogers Street (located cross-gradient and to the east of the Site) from at least 1907 until approximately 1963 and included kilns, engines, and lumber storage. A number of chemicals and hazardous materials that may have been used at this location include: glues, varnishes, stains, paints, dyes, oils, solvents, veneers, and wood treatments. The potential exists for these materials to have been historically released onto the Site.
- The former IU Printing Services Building (across North Rogers Street to the east) included off-set printing processes. Hazardous chemicals commonly used in off-set printing processes include solvents (e.g. toluene, methyl ethyl ketone, xylene, benzene, 1,1,1-trichloroethane, and/or vinyl chloride). A potential exists for these materials to have been historically released onto the Site.
- The B-Line Rail Trail (just south of and adjoining the Site) was a former rail corridor converted to a paved recreational trail in 2008. The rail corridor was extensively sampled and was found to contain various metals and PAHs due to the presence of coal ash and cinders. A potential exists for these materials to have been historically released onto the Site and may have been spread a short distance beyond the limits of the right-of-way.

Phase II Environmental Site Assessment – September 2014

In May 2014, BCA completed a subsurface investigation to evaluate each of the on-Site RECs and the off-Site REC associated with the IU Printing Services building

(638 North Rogers Street located across North Rogers Street to the east) identified in the April 2014 Phase I ESA. A total of 28 soil borings (SB-1 through SB-28) were advanced to a maximum depth of 21 feet bgs. Soil borings SB-5 and SB-6 were advanced to a depth of 8 feet bgs with soil borings SB-7, SB-21, and SB-24 advanced to ground water or to refusal, whichever was first encountered (between 10 feet and 11.5 feet bgs). Temporary monitoring wells were placed in the deeper soil borings. Soil borings SB-5 and SB-6 were advanced near the suspected coal storage and automobile repair/wrecking yard areas on the Site. Soil boring SB-7 was advanced on-Site where the buckets of Blacktop Sealer were observed within the wooded area near the southwest corner of the Site. Soil boring SB-21 was advanced in the west-central portion of the Site within the footprint of the former furniture factory, while SB-24 was placed along the former rail spur on the east side of the Site. Soil and ground water samples were analyzed for some or all of the following: volatile organic compounds (VOCs), PAHs, semi-volatile organic compounds (SVOCs), metals (antimony, arsenic, barium, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc), and herbicides.

Arsenic (SB-5, SB-21, SB-24), lead (SB-24) and thallium (SB-21 and SB-24) were detected at concentrations in soil above their respective RDCSLs, but below their respective IDCSLs. No other constituents analyzed in soil were detected at levels above applicable RCG screening levels. Ground water was not encountered in the temporary monitoring well at SB-21 and, therefore, a ground water sample was not collected at this location. No constituents analyzed in ground water were detected at levels above applicable RCG screening levels. Refer to Table 1, below, for a summary of soil analytical data above applicable RCG screening levels.

TABLE 1
May 2014 Soil Concentrations Exceeding Applicable IDEM RCG Screening Levels

Sample Location	Depth (feet bgs)	Detected Constituent and Result (in parts per million (ppm))		
		Arsenic	Lead	Thallium
SB-5	0-2	<i>11.4</i>	14.8	<1.2 [^]
DUP		<i>11.4</i>	12.4	<1.2 [^]
SB-21	2-4	<i>14.9</i>	23.8	1.9
SB-24	0-2	<i>10.3</i>	432	1.9
RDCSL		9.5	400	1.1
IDCSL		30	800	12

Notes: *italics* = above RCG Residential Direct Contact Screening Level
 DUP = field duplicate bgs = below ground surface
 ^ = laboratory detection limits were higher than the RCG Residential Direct Contact Screening Level and, therefore, this data is inconclusive as an actual detected concentration

Supplemental Phase II – February 2015

In October 2014, nine soil borings (SB-39 through SB-46 and SB-48) were advanced to a maximum depth of 4 feet bgs. Bedrock refusal was encountered at each

drilling location. Soil samples from SB-39 through SB-46 were analyzed for PAHs, thallium, lead, and arsenic. The soil sample collected from SB-48 was analyzed for polychlorinated biphenyls (PCBs) only. Soil sample results collected from soil borings SB-39 through SB-46 detected arsenic at concentrations above its RDCSL with thallium detected in SB-43 at a concentration above its RDCSL, but detected arsenic and thallium concentrations were below their respective IDCSLs. No other constituents analyzed in soil were detected at levels above applicable RCG screening levels. Refer to Table 2, below, for a summary of soil analytical data above applicable RCG screening levels.

TABLE 2
October 2014 Soil Concentrations Exceeding Applicable IDEM RCG Screening Levels

Sample Location	Depth (feet bgs)	Detected Constituent and Result (in parts per million (ppm))	
		Arsenic	Thallium
SB-39	2-4	9.6	0.68
SB-40	0-2	10	0.68
	2-4	10	NR
SB-41	0-2	11.6	0.97
	2-4	10.1	NR
SB-42	2-4	13	NR
SB-43	0-2	11.6	1.3
	DUP	11.1	1.1
	2-4	11.4	NR
SB-44	0-2	9.6	1.0
	2-4	11.6	NR
SB-45	0-2	10.2	0.78
	2-4	10.5	NR
SB-46	0-2	11.3	0.91
	2-4	11.2	NR
RDCSL		9.5	1.1
IDCSL		30	12

Notes: *italics* = above RCG Residential Direct Contact Screening Level
 NR = not reported DUP = field duplicate bgs = below ground surface

Phase I Environmental Site Assessment – October 2016 (Revision 1)

The October 2016 Phase I ESA (Revision 1) identified the following RECs associated with the Site:

- Metals including arsenic, and to a lesser degree lead and thallium are present in on-Site soils at one or more locations at concentrations exceeding RCG screening levels. The occurrences are closely associated with the presence of coal ash and cinders observed during the investigations at locations throughout the Site.
- Low levels of benzo(a)pyrene were detected in surface soil (SB-7) near

the former location of the blacktop sealer pails. However, the concentrations were consistent with other locations nearby where coal ash and cinders were found in shallow soils.

Although analytical results from some on-Site soil samples exceeded the RCG residential migration to ground water screening level (Res MTGSL) for arsenic, arsenic was not detected in filtered ground water samples from the Site. Therefore, this exposure pathway is incomplete and is considered a *de minimis* condition.

- October 2016 Phase I ESA (Revision 1) also identified the following historical off-Site REC (HREC): The B-Line Rail Trail, an adjoining property located south of the Site, was a former rail corridor that was converted into a recreational trail (rail-to-trail) in 2008. Prior to conversion, the former rail corridor was investigated and was found to be contaminated with metals and PAHs above the then-applicable IDEM cleanup levels. The former rail corridor has been remediated and redeveloped as a recreational trail. Site Status Letters were issued on October 5, 2009 and August 22, 2012 for sections of the B-Line Rail Trail.

Based on available investigative activities associated with other nearby facilities including: Bloomington Iron and Metal at 503 N. Rogers Street (further south); Indiana University Shower Warehouse at 11th Street between Morton and Rogers Streets (east), Stephens Olds Honda at 300 West 11th Street, Bloomington Cleaners at 317 West 17th Street, Circle K #48 at 201 West 17th Street, former IU Print Services Building 638 North Rogers Street (across the Rogers Street to the east), former operations at these facilities are considered *de minimis* conditions.

Conclusion

Notwithstanding contaminants in soil having been detected at levels above RCG residential screening levels, IDEM can approve a conditional multi-tenant residential closure of environmental conditions at the Site under RCG since: (1) concentrations of arsenic, lead and thallium detected in soil did not exceed their respective IDCSSLs; (2) no contamination was detected in ground water above Res TAP GWSSLs; and, (3) potential exposure to remaining soil contaminants can be controlled with an institutional control.

IDEM has determined based on available data that Site conditions currently present no threat to human health or the environment and that so long as the Site is maintained to uphold the land use restrictions discussed below, environmental conditions on the Site satisfy the RCG for a conditional multi-tenant residential closure.

IDEM concludes, in part based on information provided by the City of Bloomington Redevelopment Commission that:

- (1) No state or federal enforcement action at the Site is pending;
- (2) No federal grant requires an enforcement action at the Site;

- (3) No condition on the Site constitutes an imminent and substantial threat to human health or the environment;
- (4) Neither the City of Bloomington Redevelopment Commission, nor an agent or employee of the City of Bloomington Redevelopment Commission caused, contributed to, or knowingly exacerbated the release or threat of release of any hazardous substance or petroleum at the Site through an act or omission;
- (5) City of Bloomington Redevelopment Commission does not have any ownership interest in any entity that caused, contributed to, or knowingly exacerbated the release or threat of release;
- (6) There is no alternative basis for the City of Bloomington Redevelopment Commission's liability for historic contamination at the Site (e.g., liability as a generator) or by reason of the existence of a new source of contaminants on the Site; and,
- (7) Detected levels of contaminants at the Site meet conditional residential screening criteria established in IDEM's Remediation Closure Guide (March 22, 2012 and applicable revisions).

Based on the information on known contaminant levels submitted to or otherwise reviewed by IDEM, IDEM concludes that current Site conditions do not warrant a response action at this time and does not plan to take a response action at the Site at this time. If IDEM later discovers that above-referenced reports or other information submitted to IDEM was inaccurate, or if any activities undertaken by an owner or operator exacerbate the Site contamination, then IDEM reserves the right to revoke this letter and pursue any responsible parties. Additionally, this determination does not apply to any contamination that is not described in this Site Status Letter or any future releases at the Site. Furthermore, this letter does not constitute an assurance that the Site is safe or fit for any particular use. Please be advised that any work performed at the Site must be done in accordance with all applicable environmental laws.

Since levels of arsenic, lead, and thallium detected in soil underlying the Site remain above applicable RCG residential screening levels, an environmental restrictive covenant (ERC) is required to be recorded on each of the two deeds for the parcels comprising the Site. As a condition of the effectiveness of this Site Status Letter, IDEM is requiring land use restrictions via the enclosed ERCs with the following provision, summarized below:

- Neither engage in nor allow drilling or excavation of soil on the Site during any residential construction without first submitting a work plan to IDEM at least sixty (60) days prior to beginning work for approval by IDEM within thirty (30) days of its receipt. Any removal, excavation or disturbance of soil from the Site during residential redevelopment activities must be conducted in accordance with an IDEM-approved work plan, including all applicable requirements of IOSHA/OSHA.

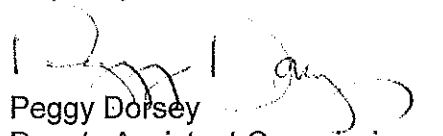
- (a) Soil in any area on the Site on which standalone single-family or duplex residential housing will be constructed must be sampled down to 10 feet bgs. Any soil determined through sampling to be contaminated above applicable RCG residential screening levels must be excavated, leaving only soil that meets RCG RDCSLs in place.
- (b) Soil disturbed as a result of excavation and construction activities on the Site must be restored in such a manner that any remaining contaminant concentrations do not present a threat to human health or the environment (as determined under the RCG using residential screening levels). Upon IDEM's request, the Owner shall provide the IDEM with documentation showing the excavated and restored area, and any other area affected by excavation or construction activities, does not represent such a threat. Any soil that is removed, excavated or disturbed on the Site must be managed and disposed of in accordance with all applicable federal and state laws and regulations.

In order for IDEM to consider this letter effective, the enclosed ERCs, each of which includes a copy of the Site Status Letter, must be recorded on the deeds for the Site in the Monroe County Recorder's Office. Please return a certified copy of each of the filed documents to the address listed below:

Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
ATTN: Ken Coad

IDEM is pleased to assist the City of Bloomington Redevelopment Commission with this request. Should you have any questions or comments, please contact Ken Coad of the Indiana Brownfields Program at 317-233-8409 or by email at kcoad@ifa.in.gov.

Sincerely,


Peggy Dorsey
Deputy Assistant Commissioner
Office of Land Quality

Enclosure

cc: Jan Pels, U.S. EPA Region 5 (*electronic copy*)
Meredith Gramelspacher, Indiana Brownfields Program (*electronic copy*)
Ken Coad, Indiana Brownfields Program (*electronic copy*)
Thomas G. Crowe, Pedcor Investments-2015-CXLIX, L.P. (*electronic copy*)
Joel Markland, BCA (*electronic copy*)

EXHIBIT D

TABLE 1
IU Property, Bloomington – BFD #4160803
Soil Concentrations Exceeding Applicable
IDEM RCG Screening Levels

TABLE 1
IU Property, Bloomington – BFD #4160803
Soil Concentrations Exceeding Applicable IDEM RCG Screening Levels

Sample Location	Date	Depth (feet bgs)	Detected Constituent and Result (in parts per million (ppm))		
			Arsenic	Lead	Thallium
SB-5 DUP	May 2014	0-2	11.4	14.8	<1.2 [^]
			11.4	12.4	<1.2 [^]
2-4		14.9	23.8	1.9	
0-2		10.3	432	1.9	
SB-41	October 2014	0-2	11.6	118	0.97
		2-4	10.1	NR	NR
2-4		13	NR	NR	
SB-43		0-2	11.6	14.5	1.3
		DUP	11.1	19.4	1.1
SB-44		2-4	11.4	NR	NR
		0-2	9.6	13.8	1.0
SB-45		2-4	11.6	NR	NR
		0-2	10.2	112	0.78
SB-46		2-4	10.5	NR	NR
		0-2	11.3	15.9	0.91
			2-4	11.2	NR
RDCSL			9.5	400	1.1
IDCSL			30	800	12

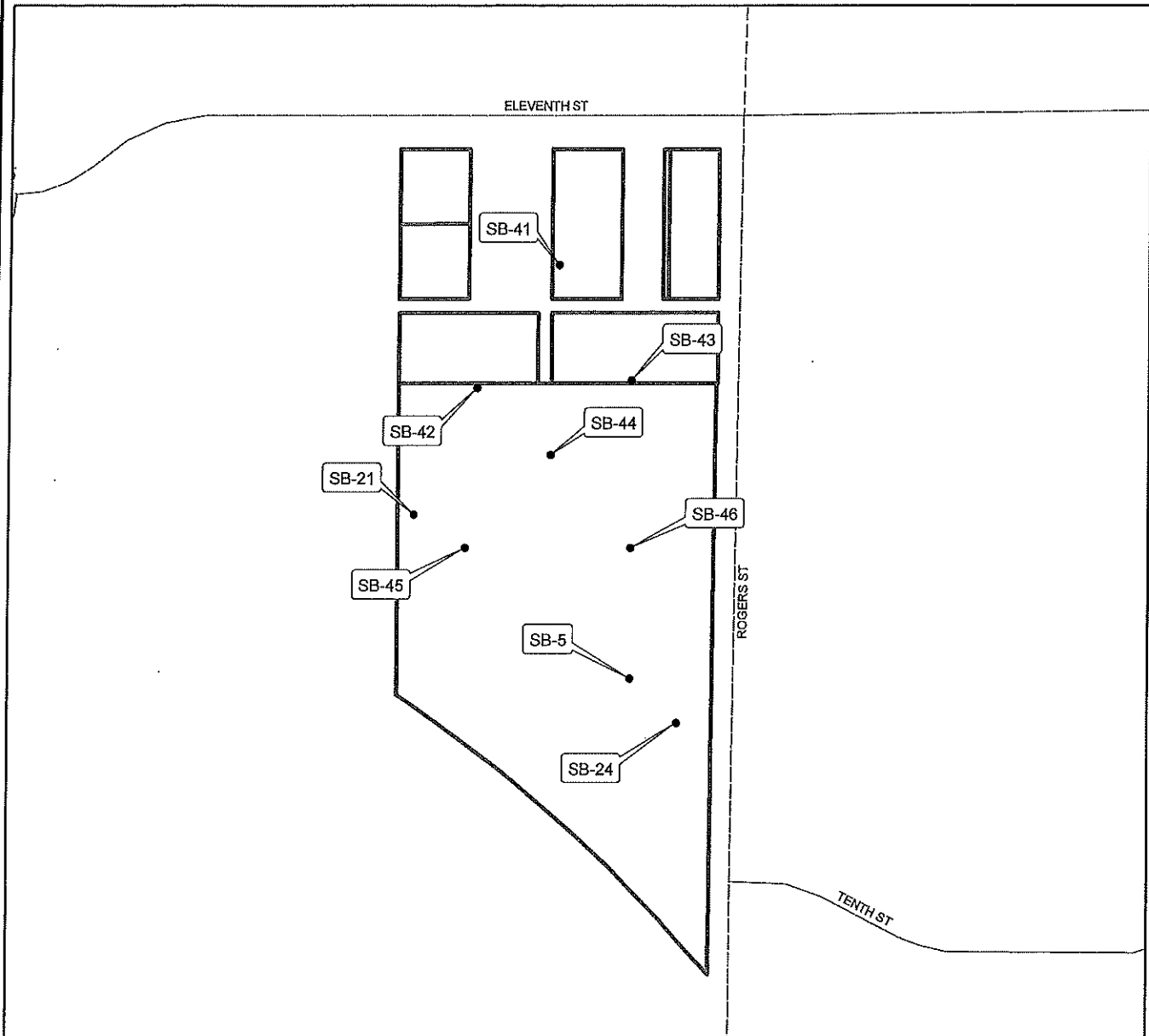
Notes: *italics* = above RCG Residential Direct Contact Screening Level
bgs = below ground surface
NR = not reported
DUP = field duplicate
[^] = laboratory detection limits were higher than the RCG Residential Direct Contact Screening Level and, therefore, this data is inconclusive as an actual detected concentration

EXHIBIT E

IU Property, Bloomington – BFD #4160803
**Site Map Depicting Sampling Locations at Which
COCs Were Detected Above Applicable IDEM RCG Screening Levels**

DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Real Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remediating the environmental conditions on the Real Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Real Estate, nor can it be relied upon in the future as depicting environmental conditions on the Real Estate.

Exhibit E - BFD 4160803 (Site Map Depicting Sample Locations Where COCs Were Detected Above Applicable IDEM RCG Screening Levels)



Mapped By: Mike Hill, IDEM, Office of Land Quality, Science Services Branch, Engineering & GIS Services, February 2, 2017

Sample Location Info:
All sample locations are soil borings denoted by SB-#.

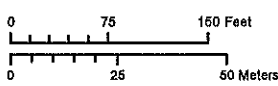
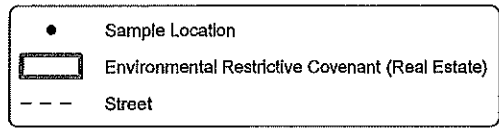
ERC Info: ERC only pertains to Parcel Identification Numbers:
63-05-32-100-018.000-005
63-05-32-100-036.000-005
63-05-32-112-088.000-005

Deed Info: Instrument # 2011013164 Recorded 09/27/2011
Deed of the State of Indiana

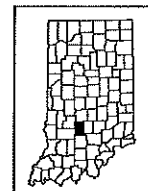
PLSS Info: Section 32, T9N, R1W
Bloomington Township
Monroe County, IN

Property: Eleventh & Rogers Streets, Bloomington, IN

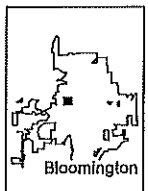
Disclaimer: This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.



Monroe County



Project Area



City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: CTP: Affordable/Workforce Housing – West of Rogers
Project Manager: Alex Crowley
Project Description: Development of the RDC owned property in The Trades District that is west of North Rogers Street in a manner consistent with the CTP Master Plan.

This project includes the solicitation of proposals, the negotiation with developers, the necessary steps to prepare property for transfer, and the actual transfer of property.

Project Timeline:
Start Date: July 2015
End Date: December 2018

Financial Information:

Estimated full cost of project:	\$9-24M (projected development values); Public: \$3,000,000 (Capital Costs) \$25,200 (Soft Costs) ¹
Sources of funds:	430 - Certified Technology Park Fund 439 – Consolidated TIF 440 – Downtown TIF 975 – 2011 Downtown TIF Bond (CTP Surplus) 2015 Consolidated TIF Bond Possible External Sources: CDGB, HOME, LIHTC, Developer Funds, EPA Grants

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.

Some of the following Phases may be carried out simultaneously or sequentially, depending upon the project at hand.

Phase	Description	Estimated Cost	Timeline
1	Notice of Offering and Request for Proposals	\$0	July - December 2015
2	Legal Advertisements	\$200	October 2015
3	Replatting of Parcels	\$1,400	Spring 2017
4	Project Agreement(s)	\$5,000	Ongoing
5	Closing Costs	\$3,000	Ongoing
6	Site Prep/Improvements as needed	\$3,000,000	2017-2018
6a	- Environmental remediation		
	Environmental Assessment	\$13,900	December 2015 – May 2016
	Site Status Letter	\$1,700 ²	April 2016 – May 2017
6b	- Utility improvements		
6c	- Site Infrastructure		
6d	- Streetscapes		
6e	- Plaza space		

¹ The Resolution 17-14 Amendment to this Project Review and Approval Form inadvertently amended the Project Review and Approval Form approved in Resolution 15-74, rather than the Project Review and Approval Form approved in Resolution 16-20. Accordingly, it omitted the costs from Resolution 15-89 (Environmental Assessment, \$13,900) and Resolution 16-20 (Site Status Letter, \$1,500). Those costs have been added back to this version of the Project Review and Approval Form.

² This includes the \$1,500 from Resolution 16-20 and an estimated \$200 of recording costs.

6f	- Other as negotiated		
7	Project Construction	-	2017-2018

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

- Resolution History:**
- 15-40 Original Project Review and Approval Form
 - 15-74 Approval of Notice of Offering
 - 15-89 Approval of Contract with BCA for Environmental Assessment
 - 16-20 Approval of Contract with BCA for Site Status Letter
 - 16-67 Approval of Project Agreement with Pedcor
 - 17-14 Approval of Contract with BRCJ
 - 17-23 Authorization to Record Site Status Letter

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**17-24
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AMENDMENT TO OFFER TO PURCHASE REAL ESTATE
(1730 S. WALNUT STREET)**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “Bond”) to pay for, among other things, the development of the Switchyard Park, and

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

WHEREAS, on September 6, 2016, the RDC issued Resolution 16-54 authorizing Staff to pursue acquisition of property along South Walnut in the immediate vicinity of Switchyard Park, including 1730 South Walnut Street (the “Project”); and

WHEREAS, after following the statutorily proscribed process for property acquisition, the RDC’s Offer to Purchase 1730 South Walnut Street (“Offer to Purchase”) was accepted by the Sellers, and subsequently ratified by the RDC in Resolution 17-08, contingent on the RDC’s subsequent satisfaction with the environmental condition of 1730 South Walnut Street; and

WHEREAS, the RDC’s environmental investigation of 1730 South Walnut Street is ongoing; and

WHEREAS, Staff recommends that the Offer to Purchase be amended to provide the RDC with slightly more time to complete its environmental due diligence; and

WHEREAS, Staff has negotiated an Amendment to the Offer to Purchase, a copy of which is attached to this Resolution as Exhibit A, which would provide the RDC until April 4, 2017 to complete its environmental due diligence on 1730 South Walnut Street.

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

1. The RDC reaffirms its support of the Project, reiterates that the Project serves the public’s best interests, and reiterates that the acquisition of 1730 South Walnut is an appropriate use of the Bond.

2. The RDC approves of the Amendment to the Offer to Purchase. Donald Griffin is authorized to sign the Amendment to the Offer to Purchase on behalf of the Redevelopment Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

AMENDMENT TO OFFER TO PURCHASE REAL ESTATE

This Amendment is attached to and made a part of the Offer to Purchase Real Estate between the Bloomington Redevelopment Commission and Larry H. Holtz and Cathy J. Holtz, on property known as 1730 S. Walnut Street, Bloomington, Indiana, dated January 11, 2016, ("Offer to Purchase").

It is mutually agreed to amend Section 2.3 of the Offer to Purchase. It currently states: "The Buyer shall have seventy five (75) days following the acceptance of the offer to obtain environmental reviews of the Real Estate and to affirmatively accept or reject—in its sole discretion—the environmental conditions of the Real Estate." This sentence shall be amended to read: "The Buyer shall have until April 4, 2017 to obtain environmental reviews of the Real Estate and to affirmatively accept or reject—in its sole discretion—the environmental conditions of the Real Estate."

In all other respects, the Offer to Purchase shall remain in effect as originally written.

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

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

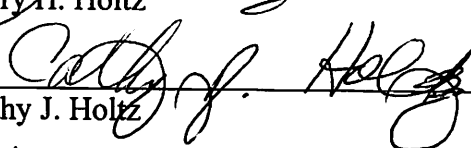
Sue Sgambelluri, Secretary

Date

SELLERS:



Larry H. Holtz



Cathy J. Holtz

3/13/17

Date