

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
August 19, 2019
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –August 5, 2019 Memorandum of Executive Session and August 5, 2019 minutes
- III. EXAMINATION OF CLAIMS** –August 9, 2019 for \$1,300,576,.71
- IV. EXAMINATION OF PAYROLL REGISTERS**–August 2, 2019 for \$ 30,751
- 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 19-73: Approval of Funding for 3rd Street Park Rehabilitation
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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

Executive Session

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, August 5, 2019, at 4:15 p.m. in the Showers City Hall, Law Library, 401 North Morton Street.

Commissioners Present: Donald Griffin, Mary Alice Rickert, Eric Sandweiss, and Sue Sgambelluri.

Commissioners Absent: David Walter and Sue Wanzer.

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Jeffrey Underwood, Treasurer, Controller.

Others Present: Larry Allen, Assistant City Attorney, City Legal Department; Alex Crowley, Director, Economic and Sustainable Development; David Harstad, Real Estate Broker, Colliers International.

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, August 5, 2019, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Donald Griffin, Sue Sgambelluri, Mary Alice Rickert, and Eric Sandweiss

Commissioners Absent: Sue Wanzer and David Walter

Staff Present: Doris Sims, Director; Housing and Neighborhood Development

Others Present: Jeff Underwood, City Controller; Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic & Sustainable Development; Kurt Christian, Herald-Times; Dave Askins, B Square Beacon; Joe Raper, CSO Architects; Greg Lange, Energy Systems Group (ESG); Dave Brewer, ESG; Josh Scism, CORE Planning Strategies; Mary Morgan, Greater Bloomington Chamber of Commerce; Bill Riggert, Bledsoe Riggert Cooper James; Randy Cassady, Citizen; Tamby Cassady, Citizen; Roy Aten, Senior Project Manager, Planning & Transportation; Matt Smethurst, Project Manager, Planning & Transportation

II. READING OF THE MINUTES – Sue Sgambelluri moved to approve the July 18, 2019, minutes. Eric Sandweiss seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – Mary Alice Rickert moved to approve the claim register for July 26, 2019, for \$5,072,013. Eric Sandweiss seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Eric Sandweiss moved to approve the payroll register for July 19, 2019, for \$33,743.13. Sue Sgambelluri seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims reported the Homebuyer's Class will take place in September.

B. Legal Report. Larry Allen stated the Redevelopment Commission met in executive session prior to this meeting and discussed strategy with respect to real property transactions. The meeting took place in the Legal conference room at 4:15 p.m.

Allen said Resolution 19-72 was inadvertently left off of the final agenda. Resolution 19-72 is for the approval of funding for 17th Street Multi-Modal Improvements. The resolution was included in the commission packet.

C. Treasurer's Report. Jeff Underwood reported moving forward with the sale of bonds for the 4th Street and Trades District garages. Bonds should be sold in the next 2-4 weeks.

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

VI. NEW BUSINESS

A. 4th Street Garage Update from CORE and Architects. Representatives from CORE Planning Strategies and CSO Architects gave an update on the 4th Street Garage. The

updated included a Trades District Garage design preview. The presentation slides are attached to the minutes.

- B.** Resolution 19-66: Approval of AT&T Relocation Services. Jeff Underwood stated as part of the 4th Street Garage construction, it is necessary to relocate existing utilities around the site, including utilities operated by AT&T. The City has negotiated an agreement and addendum with AT&T for an amount not to exceed \$63,830.36.

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

Mary Alice Rickert moved to approve Resolution 19-66. Eric Sandweiss second the motion. The board unanimously approved.

- C.** Resolution 19-67: Approval of Demolition Guaranteed Maximum Price for the 4th Street Garage. Jeff Underwood stated the guaranteed maximum price is \$1,482,393. All risk now transfers from the Redevelopment Commission to CSO Architects and F.A. Wilhelm Construction Co., Inc. They both have to follow the same requirements as the City for advertising and bidding.

Sue Sgambelluri asked why there was as much as a 50% swing in price between the three demolition subcontractor bids. Josh Scism said there were bid alternate options, which accounts for a lot of the bid difference.

Eric Sandweiss asked how the bids compare to the City's original anticipated budget. Underwood stated the bid came in lower than anticipated. The original estimate prior to design was \$800,000. However, once the project began, the construction manager estimated the cost to be more than \$3,000,000, and the current bid is for \$1,482,393. Underwood said it is within the budget parameters and with the base design and demolition we are actually under budget.

Sue Sgambelluri asked when demolition would begin and end. Underwood said demolition will begin in September and should be completed by the end of the calendar year.

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

Sue Sgambelluri moved to approve Resolution 19-67. Mary Alice Rickert seconded the motion. The board unanimously approved.

- D.** Resolution 19-68: Approval of Change Orders to Construction Agreement for Tapp Road and Rockport Road Project. Matt Smethurst reported having two change orders for Tapp and Rockport Road Improvements. He said change order #2, in the amount of \$29,581 is utility and time related and change order #5, in the amount of \$2,807.04 is for pedestrian push button extensions.

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

Mary Alice Rickert moved to approve Resolution 19-68. Eric Sandweiss seconded the motion. The board unanimously approved.

- E.** Resolution 19-69: 2019-2020 Trades District Landscaping Contract. Larry Allen stated as part of the upkeep of the Trades District, a landscaping firm is needed to perform regular maintenance for the remainder of 2019 and throughout 2020. Staff received bids and selected Nature's Way to provide the services for an amount not to exceed \$39,462.

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

Sue Sgambelluri moved to approve Resolution 19-69. Mary Alice Rickert seconded the motion. The board unanimously approved.

- F.** Resolution 19-70: Approval of Upgraded HVAC for the Buskirk-Chumley Theater (BCT). Larry Allen stated the HVAC system that covers the lobby of the BCT is failing. Pursuant to the annual agreement, BCT is allotted \$70,000 in TIF money for TIF eligible upgrades to the building. The new HVAC will be an upgrade in efficiency from 13 SEER (Seasonal Energy Efficiency Ratio) to 20 SEER.

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

Eric Sandweiss moved to approve Resolution 19-70. Mary Alice Rickert seconded the motion. The board unanimously approved.

- G.** Resolution 19-71: Approval of the Koorsen Contract for College Square. Allen stated as part of the purchase of the College Square property (216 South College), existing utilities have been transferred to the RDC, including a security system that helps protect the property. As a result of the transfer, it is necessary to upgrade the security system to comply with current regulations and standards. Staff has identified the Koorsen Fire & Security, Inc. as the best provider and has negotiated an agreement for an amount not to exceed \$721.33.

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

Sue Sgambelluri moved to approve Resolution 19-71. Eric Sandweiss seconded the motion. The board unanimously approved.

- H.** Resolution 19-72: Approval of Design Contract Funding for Multimodal Improvements Along 17th Street Between Monroe Street and Grant Street. Roy Aten stated the scope of work for a federally funded project has changed to include multimodal improvements along 17th Street between Monroe and Grant Streets. The City has negotiated an agreement with Lochmueller Group to provide the design services for an amount not to exceed \$636,115.

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

Sue Sgambelluri moved to approve Resolution 19-72. Eric Sandweiss seconded the motion. The board unanimously approved.

- I. BUSINESS/GENERAL DISCUSSION – None.**

J. ADJOURNMENT

Don Griffin, President

Mary Alice Rickert, Secretary

Date

4th Street Garage City of Bloomington, IN



RDC Project Update

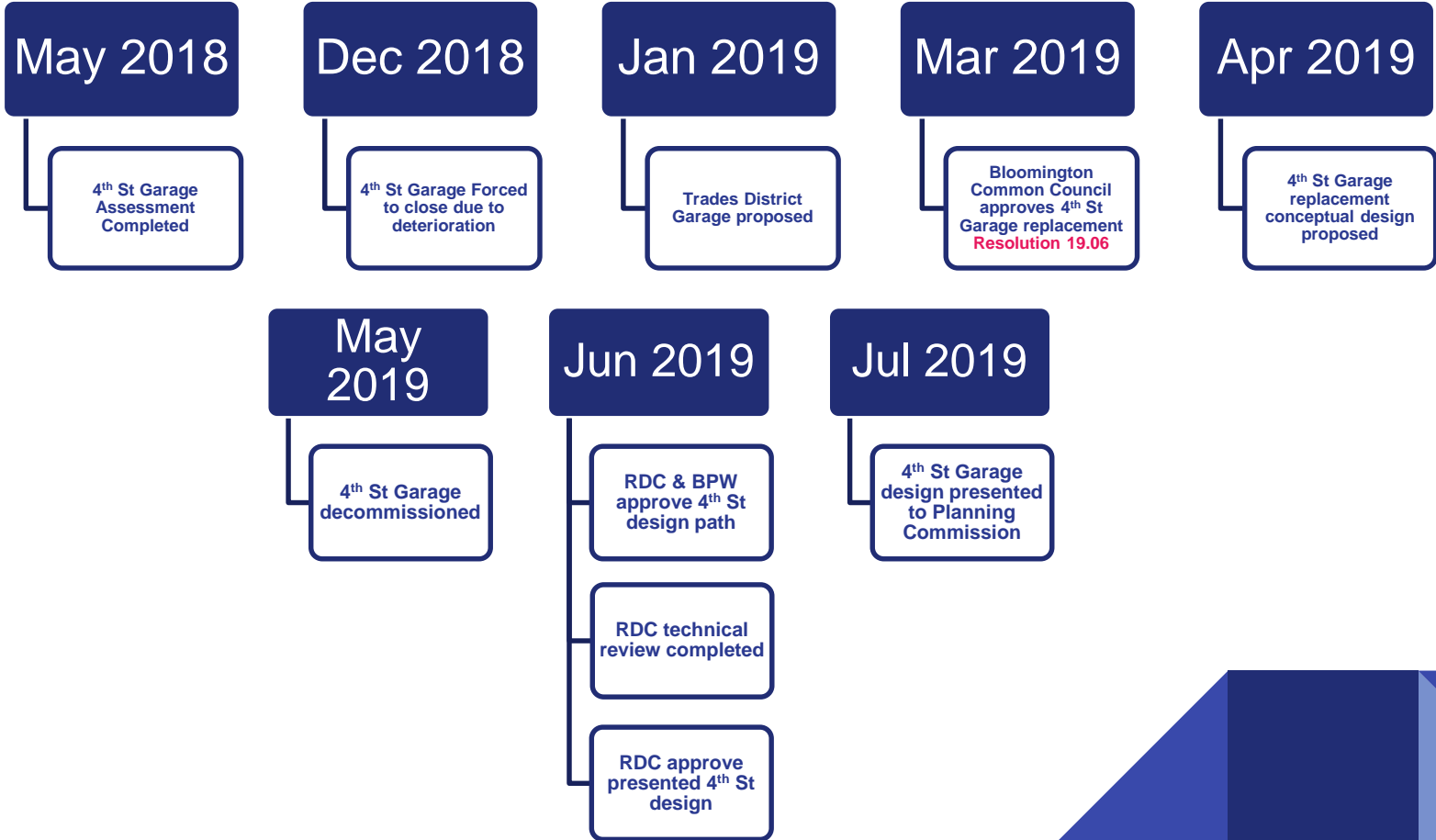
August 5, 2019

Garage Projects Review

Tonight, covering:

- Project History and Influencers
- Design Updates & Reaction to Planning Commission design concerns
- Green energy design and projected metrics
- Trades Garage preview

Project Timeline To Date



Project Team – City of Bloomington

Deputy Mayor

Mick Renneisen

Executive Assistant

Elizabeth Karon

Controller

Jeff Underwood

Assistant City Atty

Larry Allen

Director, Public
Works

Adam Wason

Communications
Director

Yael Ksander

Director, Economic
Development

Alex Crowley

Assistant Director for
the Arts

Sean Starowitz

Parking Services
Director

Michelle Wahl

Director, Information
Technology Svcs

Rick Dietz

Parking Facility
Manager

Ryan Daily

Purchasing Manager

Julie Martindale

Project Influencers – Technical Review Committee

Title/Role	Name
President & CEO, Greater Bloomington Chamber of Commerce	Erin Predmore
President, Bloomington Economic Development Committee (BEDC)	Lynn Coyne/Jennifer Pearl
City Councilperson	Susan Sandberg
City Councilperson	Chris Sturbaum
President, Redevelopment Commission	Don Griffin
Member, Parking Commission	Adrienne Evans Fernandez

Project Team – City Partners

✓ Architect/Engineer 
CSO Architects
ARCHITECTURE • INTERIOR DESIGN

✓ Construction Manager as Constructor 
WILHELM
CONSTRUCTION

✓ Project Manager 
CORE
PLANNING STRATEGIES

✓ Energy Systems Group 

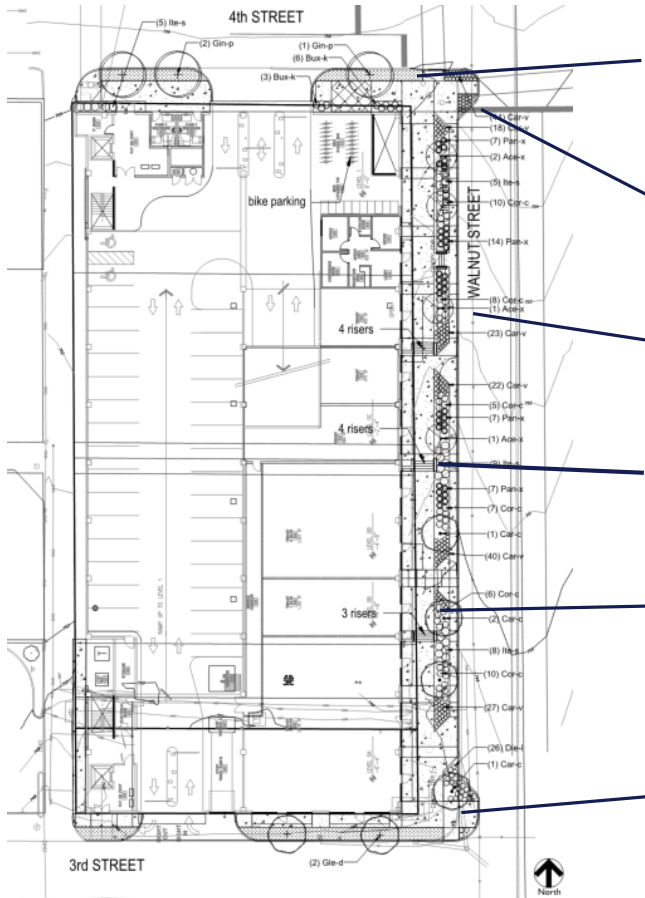
Recent Revisions – 4th Street Garage

- ✓ Expand Curb corners on 3rd and 4th St along Walnut
- ✓ Delete loading zone notch and move zone out to existing Walnut parking lane
- ✓ Remove sidewalk obstructions on 4th accessing biking depot area
- ✓ Add 2 bike racks along retail on Walnut
- ✓ Address concrete “gap” b/w brick and metal perf – imprinted concrete, limestone, art options
- ✓ Expand Parking Garage Offices to accommodate security and controls infrastructure

- ✓ Revise sidewalk tree planter scheme to accommodate AT&T
- x Fascia modulation – accommodate with art considerations
- ✓ Investigate pedestrian safety alert equipment at garage entrances/exits
- ✓ Investigate design alternates for alley
- ✓ More limestone – TBD based on fascia alternates, art, \$
- ✓ Maximize alternative energy generation at site

Recent Revisions

Exterior Modifications



Unobstructed entry to bike depot & safety bollards

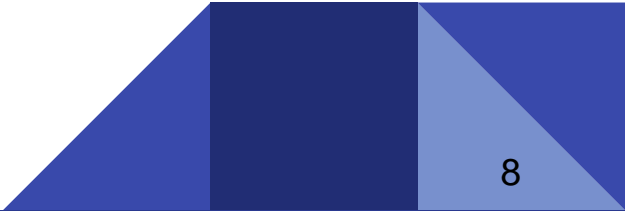
Curb Bump out

Loading Zone notch removed

Walnut Bike Rack locations TBD

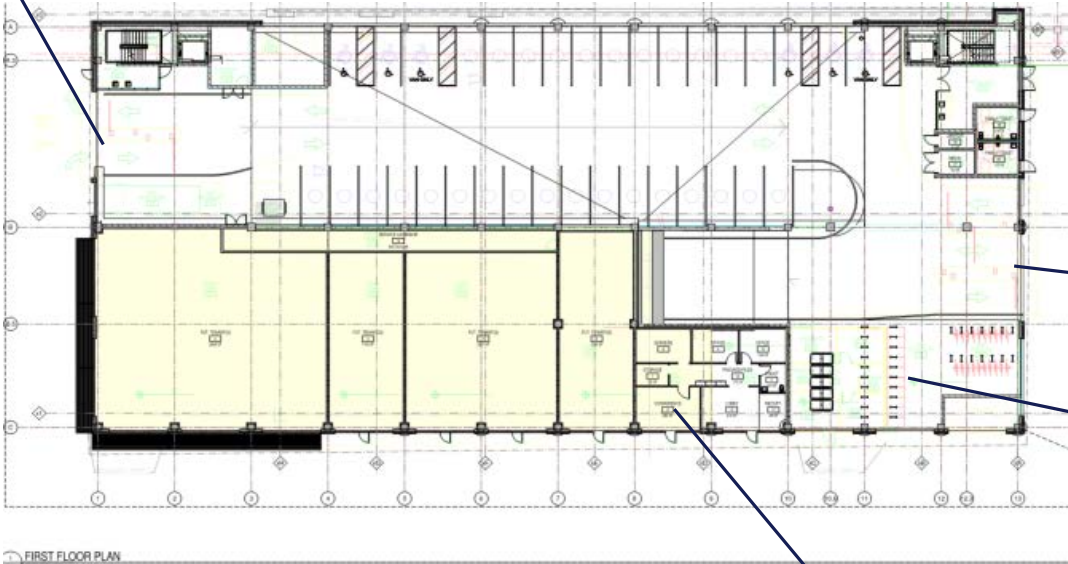
AT&T Pedestal

Curb Bump out



Recent Revisions Interior Modifications

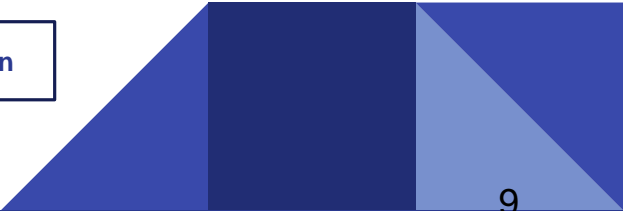
Pedestrian Safety Feature



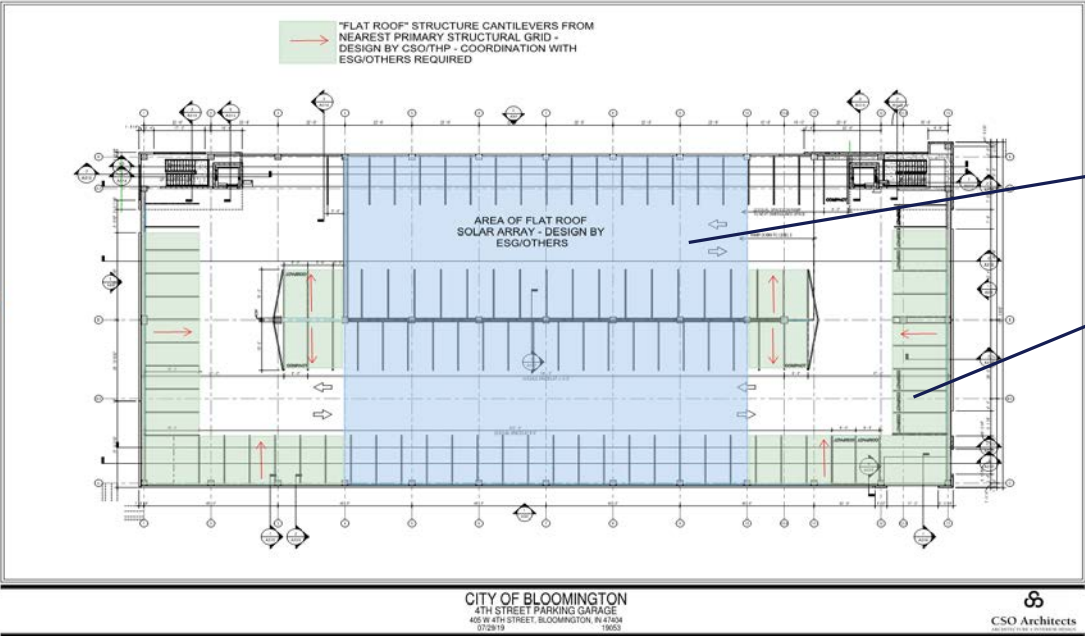
Pedestrian Safety Feature

Enlarged bike depot w/ Bloomington
standard racks & lockers

Expanded Parking Garage Admin



Current 4th St Solar Installation



Solar Array (blue)

Parksmart Canopy (green)

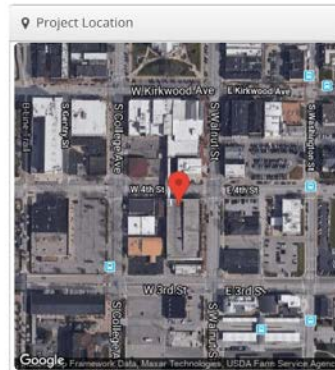
4th St Solar Study



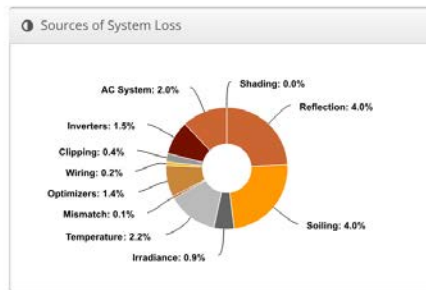
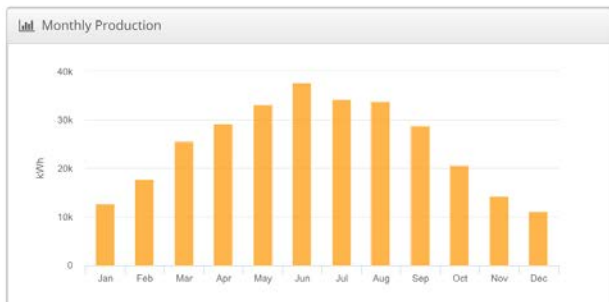
ENGR Rev1 FSG - Bloomington, 105 W 4th st, bloomington, IN 47404

Report	
Project Name	FSG - Bloomington
Project Address	105 W 4th st, bloomington, IN 47404
Prepared By	Aaron Dugan aaron.dugan@pcgj.com

System Metrics	
Design	ENGR Rev1
Module DC Nameplate	226.8 kW
Inverter AC Nameplate	200.0 kW Load Ratio: 1.13
Annual Production	298.8 MWh
Performance Ratio	85.2%
kWh/kWp	1,317.5
Weather Dataset	TMY, 10km Grid (39.15,-86.55), NREL (prospector)
Simulator Version	b7358b6f3-b925e5ca8a-62c7bde6d7-f5bde965b0



Condition Set																									
Description	ENGR Set: 2% AC Losses																								
Weather Dataset	TMY, 10km Grid (39.15,-86.55), NREL (prospector)																								
Solar Angle Location	Meteo Lat/Lng																								
Transposition Model	Perez Model																								
Temperature Model	Sandia Model																								
Temperature Model Parameters	<table border="1"> <thead> <tr> <th>Rack Type</th> <th>a</th> <th>b</th> <th>Temperature Delta</th> </tr> </thead> <tbody> <tr> <td>Fixed Tilt</td> <td>-3.56</td> <td>-0.075</td> <td>3°C</td> </tr> <tr> <td>Flush Mount</td> <td>-2.81</td> <td>-0.0455</td> <td>0°C</td> </tr> <tr> <td>East-West</td> <td>-3.56</td> <td>-0.075</td> <td>3°C</td> </tr> <tr> <td>Carport</td> <td>3.56</td> <td>0.075</td> <td>3°C</td> </tr> </tbody> </table>	Rack Type	a	b	Temperature Delta	Fixed Tilt	-3.56	-0.075	3°C	Flush Mount	-2.81	-0.0455	0°C	East-West	-3.56	-0.075	3°C	Carport	3.56	0.075	3°C				
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4	4	4	4	4	4	4	4	4	4	4	4														
Irradiation Variance	5%																								
Cell Temperature Spread	4°C																								
Module Binning Range	0% to 1.5%																								
AC System Derate	2.00%																								
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Trades District Garage Preview

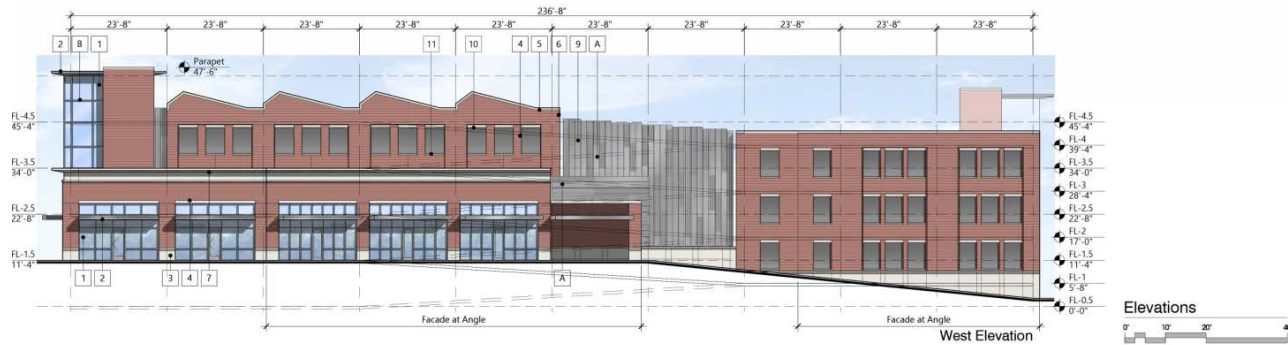


MATERIALS KEY:

- 1 Clear Anodized Aluminum Storefront with Clear Glazing
- 2 Aluminum Canopy
- 3 Masonry Base - Limestone Color
- 4 Masonry Header - Limestone Color
- 5 Coping - Limestone Color
- 6 Brick Masonry Veneer
- 7 Cornice Detail - Limestone Color with Reveals
- 8 Cast-in-Place Concrete
- 9 Perforated Metal Screen
- 10 Concrete Lintel
- 11 Limestone Sill

GENERAL NOTES:

- A Art Opportunity: Perforated Metal Screening with Artistic Pattern.
- B Art Opportunity: Glazed Stair with Internal Art and Illumination.



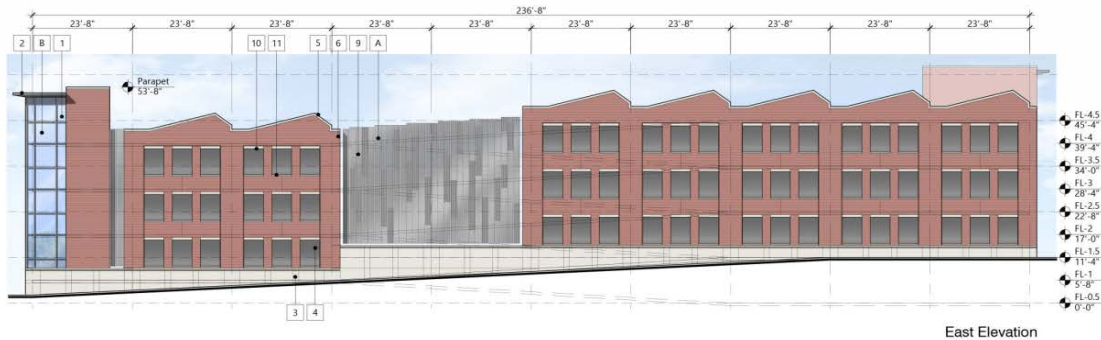
Trades District Garage Preview



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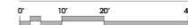
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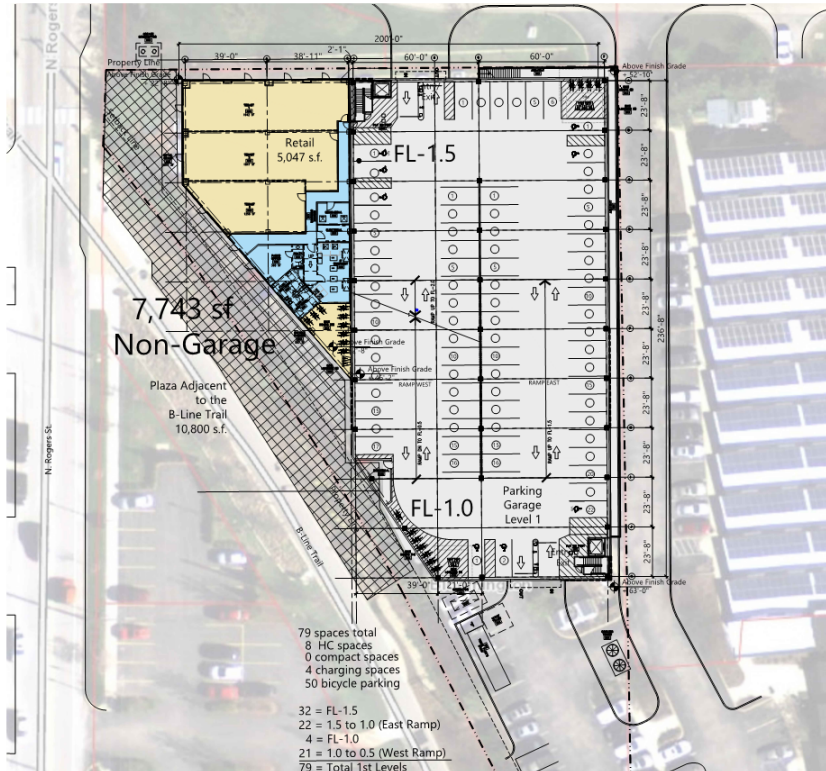


- FL-4.5 45'-4"
- FL-4 39'-4"
- FL-3.5 34'-0"
- FL-3 28'-4"
- FL-2.5 22'-8"
- FL-2 17'-0"
- FL-1.5 11'-4"
- FL-1 5'-8"
- FL-0.5 0'-0"

Elevations



Trades District Garage Preview



LEGEND:

- CHARGING STATION
- ▬▬▬▬ POTENTIAL ARTWORK LOCATIONS
- ▣ GARAGE FUNCTION
- ▣ LEASE/RETAIL
- ▣ OFFICE/NON-RESIDENTIAL USE

SQUARE FOOTAGE CALCULATION:

Basement Level:	
Garage:	13,435 SF
First Floor:	
Retail:	5,047 SF
Office/Non-Residential:	2,696 SF
Garage:	28,431 SF
Second Floor:	
Garage:	28,431 SF
Third Floor:	
Garage:	28,431 SF
Fourth Floor:	
Garage:	29,985 SF

TOTAL SF:	Garage	128,713 SF
	Non-Garage	7,743 SF
	TOTAL	136,456 SF

PARKING DATA:

	Std.**	C**	ADA	Total
Level 0:	31	7	0	38
Level 1:	71	10	0	79
Level 2:	85	6	0	90
Level 3:	86	6	0	90
Level 4:	84	7	1	92
Total:	363	21	9	393

* Standard Space 8'-6" x 18'-0"

Upcoming Public Reviews & Project Milestones

August 5	RDC	Demo and Shoring Contract Approval & Trades District Design Review
August 15	“CDs”-4 th St	4 th St. Garage Construction Documents
August 28	“SDs”-Trades	Trades Dist. Garage Schematic Design
August 29	4 th St – Demo Prep	Lane closures on Walnut & 4th
September 3	Demo – 4 th St	Old garage demo begins

Thank you for your time today.



Questions?



19-73
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING FOR CONSTRUCTION OF AN
ADA ACCESSIBLE ENTRANCE TO THE ALISON-JUKEBOX COMMUNITY
CENTER

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

WHEREAS, the RDC approved in Resolution 19-47, a project review and approval form (“Form”) for the construction of an ADA-compliant entrance to the Alison-Jukebox Community Center (“Project”); and

WHEREAS, the Project is located within the Consolidated TIF, in the Seminary Area; and

WHEREAS, the Form identified \$32,000.00 in Consolidated TIF funding for the Project; and

WHEREAS, City Staff released a bid for the project, and Crider and Crider had the most responsive and best bid not to exceed a total of \$299,935.00, and a copy of the draft contract with Crider and Crider is attached to this Resolution as Exhibit A; and

WHEREAS, City Staff is asking for approval of use of the \$32,000.00 in Consolidated TIF financing to put toward the construction of the Project; and

WHEREAS, there are sufficient funds in the Consolidated TIF for this expenditure; and

WHEREAS, a copy of the Amended Form is attached to this Resolution as Exhibit B;

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

1. The Redevelopment Commission finds the above described expenditures to be an appropriate use of TIF funds, and finds that the above described Improvements are public improvements that will enhance the development and economic development of the Consolidated TIF.

2. The RDC authorizes the Controller to expend or reimburse an amount not to exceed Thirty-Two Thousand Dollars (\$32,000.00) from the Consolidated TIF funds to purchase the Improvement from Commercial Service, pursuant to a purchase order to be executed between the City and HFI. The purchase order does not remove the requirement to comply with the City and the RDC's claims process.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**CONTRACT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
REDEVELOPMENT COMMISSION
AND
CRIDER AND CRIDER, INC.
FOR
WALDRON, HILL, BUSKIRK PARK SITE REHABILITATION**

THIS CONTRACT is executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter Board), the Redevelopment Commission (hereinafter Commission) (Collectively as “City”) and Crider and Crider, Inc. (hereinafter Contractor);

WITNESSETH THAT:

WHEREAS, the City desires to retain Contractor’s services for the **Scope of Work** (more particularly described in Attachment A, “Scope of Work”) (“Services”); and

WHEREAS, Contractor is capable of performing the Services as per its Bid, as set forth on the Bid Summary sheet; and

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all work required under this Contract no later than May 15, 2020, unless the parties mutually agree to a later completion date. “Substantial Completion” shall mean completion of all work.

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

ARTICLE 3. COMPENSATION

3.01 Contractor shall provide services as specified in Attachment A, “Scope of Work”, attached hereto and incorporated into this Contract.

3.02 Contractor shall submit an invoice to the City upon the completion of the Services described in Article 3.01. Upon the submittal of an invoice, the City shall compensate Contractor in a lump sum not to exceed Two Hundred Ninety Nine Thousand Nine Hundred Thirty Five Dollars and zero cents (\$299,935) within forty-five (45) days of receipt of invoice. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall be sent to:

Dave Williams
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers or employees.
- Damage to the City or a third party.

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

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

3.04 Contractor shall maintain proper account records for the scope of all Services under this Contract and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by the City’s representatives during reasonable business hours.

3.05 For projects utilizing federal funding, the Contractor shall submit time sheets (WH-347) for its own and all subcontracted employees, to the Director of the Parks and Recreation Department (“Director”) or his/her representative for approval and review, including review for compliance with Davis Bacon requirements.

3.06 Director

The Director or his/her designee shall act as the City’s representative and assume all duties and responsibilities and have all the rights and authority assigned to the Director in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. GENERAL PROVISIONS

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

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

4.02 Abandonment, Default and Termination

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

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

4.02.03 Default: If Contractor breaches this Contract or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Contract within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by Director or his/her representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Contract or fails to carry on the work in an acceptable manner.

4.02.04 The City shall send Contractor a written notice of default. If Contractor, or its Surety, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of Contractor,

to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an Contract with another Contractor for the completion of the Contract according to the terms and provisions thereof, or the City may use such other methods as, in its opinion, shall be required for the completion of this Contract in an acceptable manner.

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

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

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

4.03 Successors and Assigns

4.03.01 Both parties agree that for the purposes of this Contract, Contractor shall be an Independent Contractor and not an employee of the City.

4.03.02 No portion of this Contract shall be sublet, assigned, transferred or otherwise disposed of by Contractor except with the written consent of the City. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Contract shall not be construed to relieve Contractor of any responsibility of the fulfillment of this Contract.

4.04 Extent of Contract: Integration

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

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

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

4.05 Insurance

4.05.01 Contractor shall, as a prerequisite to this Contract, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Contractor’s operations under this Contract, whether such operations be by Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

4.05.02 Contractor’s comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless Contracts;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

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

4.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days’ prior written notice has been received by the City. The City shall be named as an additional insured on

the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.

4.06 Necessary Documentation

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

4.07 Applicable Law

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

4.08 Non-Discrimination

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

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

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

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

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

4.08.04 Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

4.09 Workmanship and Quality of Materials

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

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

4.09.03 The City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director and are not subject to arbitration.

4.10 Safety

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

4.11 Amendments/Changes

4.11.01 Except as provided in Paragraph 4.11.02, this Contract may be amended only by written instrument signed by both the City and Contractor.

4.11.02 Without invalidating the Contract and without notice to any surety, the City may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such

document, Contractor shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Contract Documents.

4.11.03 If Contractor believes that any direction of the City under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with the City no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

4.12 Performance Bond and Payment Bond

4.12.01 For contracts in excess of \$100,000, Contractor shall provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

4.12.02 Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor’s Performance Bond.

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

4.13 Payment of Subcontractors

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

4.14 Written Notice

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

To City	To Contractor
City of Bloomington	Crider and Crider, Inc
Attn: Dave Williams	Jeffrey J. Crider
401 N. Morton, Suite 250	1900 Liberty Drive
Bloomington, Indiana 47404	Bloomington, IN 47403

4.15 Severability and Waiver

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

4.16 Notice to Proceed

Contractor shall not begin the work pursuant to the “Scope of Work” of this Contract until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Contract 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 Contract 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.

4.17 Steel or Foundry Products

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

4.17.02 Domestic Steel products are defined as follows:

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

4.17.03 Domestic Foundry products are defined as follows:

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

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

4.17.05 The City may not authorize or make any payment to Contractor unless the City is satisfied that Contractor has fully complied with this provision.

4.18 Verification of Employees’ Immigration Status

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

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

Contractor shall require any subcontractors performing work under this Contract 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 Contract with the City.

4.19 Non-Collusion

Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or Contract with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Attachment C, affirming that Consultant has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated by reference as though fully set forth.

4.20 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 the 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.

ARTICLE 5. RETAINAGE

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

5.01 Escrow Agent

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

5.02 Retainage Amount

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

5.03 Payment of Escrow Amount

The escrow agent shall hold the escrowed principal and income until receipt of the notice from the City and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the City, at which time the City shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit the City from requiring the escrow

agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 5.04.

5.04 Withholding Funds for Completion of Contract

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

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

DATE: _____

City of Bloomington

Contractor

Leslie J. Coyne, President
Board of Park Commissioners

Contractor Representative

Paula McDevitt, Director
Parks and Recreation Department

Printed Name

Philippa M. Guthrie, Corporation Counsel

Title of Contractor Representative

Redevelopment Commission

Donald Griffin, President

Mary Alice Rickert, Secretary

**ATTACHMENT A
“SCOPE OF WORK”**

Waldron Hill Buskirk Park Site Rehabilitation

This project shall include, but is not limited to the following:

General site demolition of existing pavement, steps, trees and general lawn area. Proposed new site features include pervious concrete paver plaza area, concrete pavement, concrete steps and cheek walls, galvanized steel hand rail, replacement of exterior pole light, electric wiring, general earthwork for new features, storm drainage pipes, erosion control, limestone blocks, installation of new trees and turf. All work shall be completed as shown on the plans and specifications included with this packet. The project is located at Waldron Hill and Buskirk Park at 331 S. Washington Street in Bloomington, Indiana.

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)
AFFIDAVIT

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

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

(company name)
- 2. The undersigned is duly authorized and has full authority to execute this Affidavit.
- 3. The company named herein that employs the undersigned:
 - 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

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public’s Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Waldron, Hill, and Buskirk Park (3rd St. Park)
Project Manager: Dave Williams

Project Description:

Construct an ADA compliant front entrance to the Allison-Jukebox Community Center.

TIF funds totaling \$32,000 were allocated for this project which will be incorporated into other 3rd Street Park improvements (funded by Parks General Obligation Bond) that are scheduled for Fall 2019; assuming an acceptable construction project bid.

The project for rehabilitation to Waldron, Hill, and Buskirk Park (3rd St. Park) bid August 2nd and included construction of an ADA compliant front door entrance to the Allison-Jukebox Community Center. Total contract award to Crider and Crider is \$299,935. Approval of TIF funding allocation of \$32,000 (for accessible entrance) is requested so work may proceed beginning in late September.

Project Timeline:

Start Date: September 2019

End Date: May 2020

Financial Information:

Estimated full cost of project:	\$32,000
Sources of funds:	
Consolidated TIF / 2015 TIF Bond	

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

Step	Description	Contracted construction	Timeline
1	Accessible entrance in to thee Alison-Jukebox Community Center	\$32,000	September 2019- May 2020

Step	Description	Contracted construction	Timeline
2	Approval to use \$32,000 in TIF funds for accessible entrance construction. Award of construction contract to Crider & Crider, Inc.	Requesting \$32,000 funding allocated in the 2015 TIF Bond for accessible entrance. (Part of total construction contract award to Crider: \$299,935)	September 2019- May 2020

TIF District: Consolidated TIF (Downtown)

Resolution History: Resolution 19-47 – Project Review Form (Approved 5-20-19).
Resolution 19-73 – Approval of Funding

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____