

AGENDA
REDEVELOPMENT COMMISSION
July 20, 2020 at 5:00 p.m.

*Per the Governor's Executive Orders 20-04, 20-08, and 20-09, this meeting will be conducted electronically.
The public may access the meeting at the following link:*

<https://bloomington.zoom.us/j/96152589916?pwd=bFZWc2Y3aWFRRzJjUEY4YUIN01FUT09>

Meeting ID: 961 5258 9916 Password: 046297

Find your local number: <https://bloomington.zoom.us/u/abyPsr4RQh>

- I. ROLL CALL**
- II. READING OF THE MINUTES** – July 6, 2020
- III. EXAMINATION OF CLAIMS** –July 10, 2020 for \$335,115.52
- IV. EXAMINATION OF PAYROLL REGISTERS**– July 7, 2020 for \$31,604.03
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director's Report
 - B. Legal Report
 - C. Treasurer's Report
 - D. Business Development Updates
- VI. NEW BUSINESS**
 - A. Resolution 20-39: Approval of Fourth Guaranteed Maximum Price for the 4th Street Garage
 - B. Resolution 20-40: Approval of Public Art Agreement with Project One Studios for the 4th Street Garage
 - C. Resolution 20-41: Approval of Payment of Legal Fees for the 4th Street Parking Garage
 - D. Resolution 20-42: Approval of Funding for Due Diligence Inspections of the Waldron Arts Center
- 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.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, July 6, 2020, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <https://catstv.net/m.php?q=8395>

I. ROLL CALL

Commissioners Present: Don Griffin, Eric Sandweiss, David Walter, and Nicholas Kappas,

Commissioners Absent: Cindy Kinnarney

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

Others Present: Larry Allen, Attorney, City Legal Department; Jeff Underwood, Controller; Matt Smethurst, Project Manager, Planning & Transportation; Kevin Curran, Director of Auditing & Finance, Controller's Office

- II. READING OF THE MINUTES** – Eric Sandweiss moved to approve the June 15, 2020 minutes and the June 29, 2020, special meeting minutes. Nicholas Kappas seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – Nicholas Kappas moved to approve the claims register for June 26, 2020, for \$1,440,948.74. Eric Sandweiss seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – David Walter moved to approve the payroll register for June 19, 2020, for \$31,604.04. Nicholas Kappas seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director's Report. Doris Sims was available to answer questions.
 - B. Legal Report. Larry Allen was available to answer questions.
 - C. Treasurer's Report. Kevin Curran and Jeff Underwood presented the 2019 fiscal reports for the various RDC funds.
 - D. Business Development Updates. Jeff Underwood was available answer questions.

VI. NEW BUSINESS

Public Hearing

- A. Resolution 20-35: Approval of the COVID-19 Review Committee Recommendations.** Eric Sader stated the City of Bloomington is eligible for Community Development Block Grant (CDBG) funds in the amount of \$525,656, for COVID-19 prevention, preparation, and response through the CARES Act. This allocation is in addition to the annual CDBG allocation. Sader said the standard 15% cap on the grant for public service activities has been suspended, and 20% for administration remains available. Staff feels only 10% of the allocation will be needed for administration. Sader said \$473,090 will be used for public service activities and \$52,566 will be used for the administration of the program. Some of the applications did not receive full funding due to ineligibility. However, all applicants that met all of the eligibility criteria were fully funded. Sader said the remaining \$219,228 will be used for a 2nd round of funding.

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

Nicholas Kappas moved to approve Resolution 20-35 via roll-call vote. David Walter seconded the motion. Kappas, Walter, Don Griffin, and Eric Sandweiss voted yes. The motion passed unanimously.

End of Public Hearing

- B.** Resolution 20-36: Addendum to CSO Design Agreement. Larry Allen stated CSO is the architect for the 4th Street and Trades District Garage. Allen said the 4th Street Garage required a redesign with a smaller footprint. This is an addendum to the agreement with CSO to cover the services for the smaller footprint and to complete all of the final design work. The additional amount requested is \$281,200.

Nicholas Kappas asked the amount of the original budget for the architectural design. Jeff Underwood said the first contract was \$691,000 for the 4th Street Garage. Kappas also asked if a contingency was included from a budgeting standpoint. Underwood said we will ask for an additional \$500,000 in the funding agreement for the 4th Street Garage so we can accept all of the alternates that was in the last bid, so there is a contingency in that amount. Underwood said there is probably sufficient funds on hand out of the bond. The hope is that the additional funds will not be needed.

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

David Walter moved to approve Resolution 20-36 via a roll-call vote. Eric Sandweiss seconded the motion. Walter, Sandweiss, Don Griffin and Nicholas Kappas voted yes. The motion passed unanimously.

- C.** Resolution 20-37: Change Order 7 for West 17th Street Reconstruction. Larry Allen stated there was a correction to the change order. An amended resolution and change order was sent to the commissioners prior to the meeting. The additional amount requested should have been \$13,540.75 instead of \$12,540.75.

Matt Smethurst stated the change order is for an additional \$13,540.75. The increase is for additional field office rent payments and additional tree removal. Smethurst said the two trees that were supposed to remain at the project were covered with a foot of dirt after grading was completed. After discussion with the City's urban forester, she determined it is best to remove the trees. Smethurst said 5 days were also added to the contract. This change order is pending approval with the Board of Public Works.

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

Nicholas Kappas moved to approve Resolution 20-37 via a roll-call vote. Eric Sandweiss seconded the motion. Kappas, Sandweiss, Don Griffin, and David Walter voted yes. The motion passed unanimously.

- D.** Resolution 20-38: Extension of Agreement and Funding for Trades District Lawn Care. Larry Allen stated the City has a contract with City Lawn Care for the mowing at the Trades District. Staff and City Lawn have negotiated an addendum to the agreement to extend the lawn mowing services until the end of the year for an amount not to exceed \$6,000.

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

Eric Sandweiss moved to approve Resolution 20-38 vial roll-call vote. Nicholas Kappas seconded that motion. Sandweiss, Kappas, Don Griffin, and David Walter voted yes. The motion passed unanimously.

E. BUSINESS/GENERAL DISCUSSION

F. ADJOURNMENT

Don Griffin, President

Cindy Kinnarney, Secretary

Date

20-39
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FOURTH GUARANTEED MAXIMUM PRICE FOR THE
4TH STREET PARKING GARAGE

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4th Street Garage (“Project”); and
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”); and
- WHEREAS, the City of Bloomington Common Council voted to move forward with bonding for the 4th Street Garage in Council Resolution 19-06; and
- WHEREAS, the RDC approved the Construction Manager as Constructor (CMc) contract with F.A. Wilhelm Construction Co., Inc., (“Wilhelm”) in Resolution 19-42 (“Agreement”); and
- WHEREAS, as part of the Agreement, Wilhelm was to present a Guaranteed Maximum Price (“GMP”) for significant phases of the Project; and
- WHEREAS, the RDC previously approved three GMPs for the early phases of the project including demolition, foundation piers, and foundation, utilities, and hardscape in Resolutions 19-67, 19-97, and 20-31 respectively; and
- WHEREAS, the next phase of this project is construction of the garage (“Construction Services”); and
- WHEREAS, City staff have negotiated a fourth GMP with Wilhelm for the Construction Services in an amount that shall not exceed Thirteen Million One Hundred Eight Thousand Seven Hundred Twenty-Nine Dollars (\$13,108,729.00), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Bond to pay for the Services pursuant to the terms of the Agreement for the Project; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B;

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

1. The Redevelopment Commission reaffirms its support for the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interest.
2. The RDC reaffirms that the Project has a valid public purpose and is an appropriate use of the Bonds.
3. The RDC hereby approves the Guaranteed Maximum Price (GMP) attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed Thirteen Million One Hundred Eight Thousand Seven Hundred Twenty-Nine Dollars (\$13,108,729.00) to pay for the Construction Services for the new 4th Street Parking Garage, pursuant to the terms of the GMP and Agreement.
4. The Payment authorized above may be made from the 2019 Bonds. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2021.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

 **AIA**® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

4th Street Parking Garage
105 W. 4th Street
Bloomington, IN 47404

THE OWNER:

(Name, legal status and address)

Bloomington Redevelopment Commission("RDC")
401 N. Morton St., Ste. 220
Bloomington, IN 47404

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

F.A. Wilhelm Construction Co., Inc.
3914 Prospect St.
Indianapolis, IN 46203

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirteen Million One Hundred Eight Thousand Seven Hundred Twenty-Nine Dollars (\$ 13,108,729.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

The Guaranteed Maximum Price Amendment #4 (GMP#4) – Parking Garage Structure, Architectural, and MEP Revision 1 dated July 15, 2020, copy attached, is included as a part of this Exhibit A. Amendment providing the Statement of Work, Costs, Clarifications, and Exclusions.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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.

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

As provided in the following:
Attached GMP#4 – Parking Garage Structure, Architectural, and MEP Revision 1 dated July 15, 2020

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Attached GMP#4 – Parking Garage Structure, Architectural, and MEP Revision 1 dated July 15, 2020	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

As provided in the following:
Attached GMP#4 – Parking Garage Structure, Architectural, and MEP Revision 1 dated July 15, 2020

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NA			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

As provided in the following:
Attached GMP#4 – Parking Garage Structure, Architectural, and MEP Revision 1 dated July 15, 2020

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

As provided in the following:
Attached GMP#4 – Parking Garage Structure, Architectural, and MEP Revision 1 dated July 15, 2020

Number	Title	Date
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§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

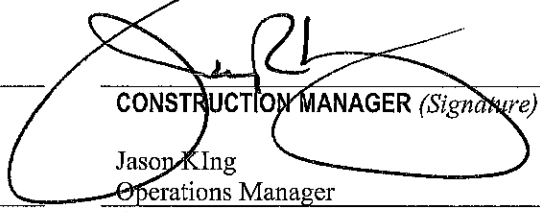
Substantial Completion Date for the new parking garage is December 16, 2021

OWNER *(Signature)*

Donald Griffin, President
Bloomington Redevelopment Commission
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Jason King
Operations Manager
(Printed name and title)



Init.

Additions and Deletions Report for AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:49:36 ET on 07/15/2020.

PAGE 1

4th Street Parking Garage
105 W. 4th Street
Bloomington, IN 47404

...

Bloomington Redevelopment Commission("RDC")
401 N. Morton St., Ste. 220
Bloomington, IN 47404

...

F.A. Wilhelm Construction Co., Inc.
3914 Prospect St.
Indianapolis, IN 46203

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirteen Million One Hundred Eight Thousand Seven Hundred Twenty-Nine Dollars (\$ 13,108,729.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

The Guaranteed Maximum Price Amendment #4 (GMP#4) – Parking Garage Structure, Architectural, and MEP Revision 1 dated July 15, 2020, copy attached, is included as a part of this Exhibit A Amendment providing the Statement of Work, Costs, Clarifications, and Exclusions.

PAGE 2

As provided in the following:
Attached GMP#4 – Parking Garage Structure, Architectural, and MEP Revision 1 dated July 15, 2020

...

Attached GMP#4 – Parking Garage
Structure, Architectural, and MEP
Revision 1 dated July 15, 2020

...

As provided in the following:

Attached GMP#4 – Parking Garage Structure, Architectural, and MEP Revision 1 dated July 15, 2020

NA

As provided in the following:

Attached GMP#4 – Parking Garage Structure, Architectural, and MEP Revision 1 dated July 15, 2020

As provided in the following:

Attached GMP#4 – Parking Garage Structure, Architectural, and MEP Revision 1 dated July 15, 2020

PAGE 3

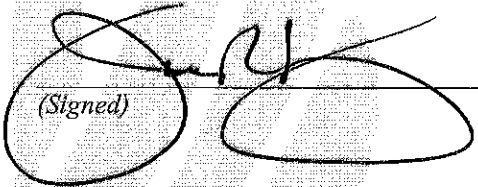
Substantial Completion Date for the new parking garage is December 16, 2021

Donald Griffin, President
Bloomington Redevelopment Commission

Jason King
Operations Manager

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Jason King, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:49:36 ET on 07/15/2020 under Order No. 5118095722 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

OPERATIONS MANAGER
(Title)

7/15/2020
(Dated)

F. A. WILHELM CONSTRUCTION

15 July 2020

City of Bloomington- 4th Street Parking Garage
Final Guaranteed Maximum Price

To whom this may concern,

F.A. Wilhelm Construction is please to present our final Guaranteed Maximum Price (GMP) to the City of Bloomington for the 4th Street Parking Garage project. This GMP is all inclusive of the following items:

1. Subcontractor Bid Proposals
2. Construction Manager General Conditions
3. Construction Manager Site Services
4. Project Management & Supervision
5. GMP#1 Dated 07/19/19
6. GMP#2 Dated 10/31/19
7. GMP#3 Dated 06/02/20
8. GMP#4 (Revision 1) Dated 07/15/20
9. Proposed Voluntary Alternates/Value Engineering- *Accepted Items Only*
10. Bid Alternates
 - a. Alt 2- Southwest Elevator
 - b. Alt 2.1- Additional Elevator Stop if Alternate #3 is Accepted
 - c. Alt 3- Add Parking Level
 - d. Alt 4- White Box Commercial Space
 - e. Alt 5- Parking Office Buildout
 - f. Alt 6- Upsize Generator
 - g. Alt 7- Painting of Crash Walls

Final GMP Amount- \$17,379,978

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317-359-5411 | fawilhelm.com

3914 Prospect Street, Indianapolis, IN 46203



F. A. WILHELM CONSTRUCTION

15 July 2020

Mr. Mick Renneisen, Deputy Mayor
City of Bloomington
401 North Morton St.
Bloomington, IN 47404

**Re: City of Bloomington 4th Street Parking Garage
GMP#4- Parking Garage Structure, Architectural, and MEP- Revision 1**

Mr. Renneisen,

Enclosed is our Guaranteed Maximum Price (GMP) dated 15 July 2020 for the City of Bloomington 4th Street Parking Garage- GMP#4- Parking Garage Structure, Architecture, and MEP- Revision 1. Contained within this packet is a Guaranteed Maximum Price (GMP) of **\$13,108,729**; Thirteen Million One Hundred and Eight Thousand Seven Hundred and Twenty-Nine Dollars. This value is all inclusive of subcontractor bids, Wilhelm General Conditions, and Construction Manager (CM) Site Services.

Enclosed are the following sections:

1. GMP#4- Cost Summary
2. GMP#4- Summary of Bid Alternates
3. GMP#4- Bid Recap Summary
4. GMP#4- Recommendation of Award
5. GMP#4- General Conditions
6. GMP#4- CM Site Services
7. GMP#4- Assumptions and Clarifications
8. GMP#4- Contract Adjustment Exhibits
9. GMP#4- Contract Document List
10. Construction Schedule
11. Proposed Voluntary Alternates/Value Engineering

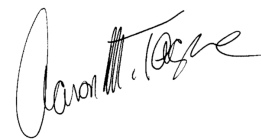
Sincerely,



Jason King
Project Executive
F.A. Wilhelm Construction Company



Dan Fetz
Preconstruction Manager
F.A. Wilhelm Construction Company



Aaron Tague
Project Manager
F.A. Wilhelm Construction Company

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3914 Prospect Street, Indianapolis, IN 46203



TABLE OF CONTENTS

1. GMP#4- Cost Summary
2. GMP#4- Summary of Bid Alternates
3. GMP#4- Bid Recap Summary
 - a. BP#05- Garage Cast-In-Place Concrete
 - b. BP#06- Ready-Mix Material
 - c. BP#07- Concrete Reinforcing & Post-Tensioning
 - d. BP#08- Architectural Precast & Stairs
 - e. BP#09- Masonry
 - f. BP#10- Structural & Miscellaneous Steel
 - g. BP#11- General Trades
 - h. BP#12- Sealants, Waterproofing, Expansion Joints, & Insulation
 - i. BP#13- Glazing
 - j. BP#14- Fire Protection
 - k. BP#15- Plumbing, Mechanical, & HVAC
 - l. BP#16- Electrical
 - m. Owner Accepted Value Engineering Deducts
4. GMP#4- Recommendation of Award
5. GMP#4- General Conditions
6. GMP#4- CM Site Services
7. GMP#4- Assumptions and Clarifications
8. GMP#4- Contract Adjustment Exhibits
 - a. ASI-01 to GMP#3 (Foundation Changes)
9. GMP#4- Contract Document List
10. Construction Schedule
11. Proposed Voluntary Alternates/Value Engineering



F. A. WILHELM CONSTRUCTION

SECTION 01: GMP#4 COST SUMMARY

City of Bloomington- 4th Street Parking Garage- GMP#4
 GMP Cost Summary
 July 15th, 2020
 SECTION 01



Bid Package	Bid Package Description	Apparent Low Bidder	GMP #1- 07/19/19	GMP #2- 10/31/19	GMP #3- 06/02/20	GMP#4- 07/15/20	FINAL GMP TOTAL COST	FAW Budget
			Bid Price	Bid Price	Bid Price	Bid Price	Total Under Contract	
01	Demolition	Denney Companies	\$1,025,400	\$0	\$0	\$0	\$1,025,400	\$783,852
02	Drilled Piers (Original Design-Contract Cancelled)	Illini Drilled Foundations	\$0	\$482,060	\$0	\$0	\$482,060	
02	Drilled Piers (Re-Bid)	Berkel & Company Contractors, Inc.	\$0	\$0	\$254,400	\$0	\$254,400	\$450,000
03	Elevators	Otis Elevator Company	\$0	\$0	\$182,095	\$211,305	\$393,400	\$392,000
04	Site Earthwork, Utilities, & Hardscape	Milestone LP	\$0	\$0	\$900,417	\$10,000	\$910,417	\$816,698
05	Garage Cast-In-Place Concrete	F.A. Wilhelm Construction	\$0	\$0	\$0	\$3,369,400	\$3,369,400	\$3,775,000
06	Ready-Mix Material	JJ's Concrete	\$0	\$0	\$0	\$839,283	\$839,283	\$829,282
07	Concrete Reinforcing & Post Tensioning	Harmon Steel	\$0	\$0	\$0	\$1,424,943	\$1,424,943	\$1,348,542
08	Architectural Precast & Stairs	High Concrete	\$0	\$0	\$0	\$2,000,400	\$2,000,400	\$2,085,334
09	Masonry	Hagerman Construction	\$0	\$0	\$0	\$722,769	\$722,769	\$341,500
10	Structural & Misc. Steel	Structural Steel Services	\$0	\$0	\$0	\$320,950	\$320,950	\$341,972
11	General Trades	CH Garmong & Sons	\$0	\$0	\$0	\$909,383	\$909,383	\$1,158,483
12	Sealants, Waterproofing, Expansion Joints, & Insulation	The NEW Group	\$0	\$0	\$0	\$618,400	\$618,400	\$541,231
13	Glazing	Kenny Glass	\$0	\$0	\$0	\$500,200	\$500,200	\$415,460
14	Fire Protection	Geyer Fire Protection	\$0	\$0	\$0	\$103,300	\$103,300	\$110,000
15	Plumbing, Mechanical, & HVAC	Harrel-Fish	\$0	\$0	\$0	\$630,000	\$630,000	\$886,683
16	Electrical	James Babcock	\$0	\$0	\$0	\$640,910	\$640,910	\$569,344
	Contract Adjustment/Reconciliation		-	-	-	-	-	-
	PCO-001 (Idle Site Costs: 12/19 - 7/20) Material Only		\$0	\$0	\$38,400	\$0	\$38,400	-
	PCO-002 Move Barricade and SWWP at Walnut		\$0	\$0	\$4,328	\$0	\$4,328	-
	PCO-003 (Delete South Parcel Demo & Building Pad Prep)		\$0	\$0	-\$39,248	\$0	-\$39,248	-
	GMP#1 Contingency Reconcile Log (Allowance Reconciliation)		\$0	\$0	-\$333,620	\$0	-\$333,620	-
	GMP#2- Drilled Pier Contract Cancellation		\$0	\$0	-\$482,060	\$0	-\$482,060	-
	ASI-01 to GMP#3		\$0	\$0	\$0	\$4,000	\$4,000	-
	Owner Accepted Value Engineering Deducts		\$0	\$0	\$0	-\$78,000	-\$78,000	-
			\$1,025,400	\$482,060	\$524,712	\$12,227,243	\$14,259,415	\$14,845,381

Sales Tax	exempt	exempt	exempt	exempt	\$0		
CM Site Services LS	\$189,850	\$532,861	\$243,946	\$75,038	\$1,041,695	\$881,437	
General Conditions LS	\$163,387	\$149,204	\$700,389	\$9,897	\$1,022,877	\$918,295	
Preconstruction Services LS	in GC's	in GC's	in GC's	in GC's	in GC's	in GC's	
CM Contingency	3.00%	\$51,270	\$24,103	\$26,236	\$366,817	\$468,426	\$786,341
Permits LS		\$10,000	\$10,000	\$20,000	\$38,000	\$78,000	\$86,497
Builder's Risk Insurance	by owner	\$0	\$0	\$0	\$0	\$0	\$0
General Liability Insurance	0.33%	\$4,752	\$3,954	\$5,000	\$42,290	\$55,997	\$51,898
CM Fee	2.25%	\$32,505	\$27,049	\$34,206	\$287,084	\$380,844	\$397,123
Payment & Performance Bond	0.51%	\$5,230	\$2,459	\$2,676	\$62,359	\$72,723	\$80,207
GMP TOTAL		\$1,482,393	\$1,231,690	\$1,557,166	\$13,108,729	\$17,379,978	\$18,047,179
		GMP#1	GMP#2	GMP#3	GMP#4		

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3914 Prospect Street, Indianapolis, IN 46203



F. A. WILHELM CONSTRUCTION

SECTION 03- GMP #4 BID RECAP BP#5- Garage Cast-In-Place Concrete

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

BID PACKAGE:

05

SCOPE OF WORK:
1

Garage Cast-In-Place Concrete
2

SCOPE DESCRIPTION	F.A. Wilhelm Construction		
	Andy Lock		
	317-359-5411		
	Bidding		
Base Bid Amount (Quote):	\$	2,947,000	
BP#5- Garage Cast-In-Place Concrete			
Scope of Work			
Cast-In-Place Concrete			
Concrete Footings, Grade Beams, Pier Extensions	Included		
Slab on Grade	Included		
Foundations/Knee Walls	Included		
Columns	Included		
Crash Walls	Included		
Garage Deck Slabs, Beams, Girders	Included		
Concrete Finishing per Specifications	Included		
Coordination with Material Testing Agency	Included		
Formwork			
Garage Formwork System	Included		
Reshoring	Included		
Formwork Engineering	Included		
HDO Plywood	Included		
Edge Form/Boxouts	Included		
Tower Crane Boxouts	Included		
Miscellaneous			
Tax on Permanent Materials is Excluded			
Parking Curbs/Islands	Included		
4th Street Connector Topping Slab/Ramp	Included		
Stairs on Grade	Included		
Concrete Layout and Supervision	Included		
Winter Conditions per Contract Schedule	Included		
Concrete Pumping as Required	Included		
Parking			
Shop Drawings/Engineering			
Material Freight			
Traffic Control as Required			
Supervision & Project Management as Required			
Base Bid	\$	2,947,000	\$ -
Scope Adjustment	\$	-	\$ -
Total Cost	\$	2,947,000	\$ -
Alternates			
Alternate 1- Payment and Performance Bond	\$	14,900	\$ -
Alternate 2- South Elevator	\$	-	\$ -
Alternate 2.1- Additional Elevator Stop if Alterante #3 is Accepted	\$	-	\$ -
Alternate 3- Add Parking Level	\$	381,900	\$ -
Alternate 4- White Box Commercial Space	\$	18,200	\$ -
Alternate 5- Parking Garage Office Buildout	\$	2,400	\$ -
Alternate 6- Upsize Generator	\$	-	\$ -
Alternate 7- Painting Of Exposed Concrete Crash Walls	\$	19,900	\$ -
Alternate 8- CM Tower Crane	\$	-	\$ -

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F. A. WILHELM CONSTRUCTION

SECTION 03- GMP #3 BID RECAP BP#6- Ready-Mix Material

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

BID PACKAGE: 06
SCOPE OF WORK: Ready-Mix Material

SCOPE DESCRIPTION	QTY	UNIT	UNIT PRICE	1		2	
				JJ's Concrete Construction Dusty Drew Bidding	UNIT PRICE	Irving Materials Rodney Haag Bidding	UNIT PRICE
Base Bid Amount (Quote):							
BP#6- Ready-Mix Material							
Type A (Footings, Caisson Extensions, Mats) 3,000 PSI, MRWR	308	/cy	\$106.00	\$	32,648	\$101.50	\$ 31,262
Type B (Post-Tensioned Decks, Beams, Columns) 6,000 PSI, HRWR, MCI	3,952	/cy	\$120.50	\$	476,216	\$142.50	\$ 563,160
Type C (Retaining Walls, Foundations Walls, Slab on Grade) 5,000 PSI, HRWR	897	/cy	\$112.50	\$	100,913	\$118.50	\$ 106,295
Type D (Backfill Concrete) 1,500 PSI						\$89.00	\$ -
Admixtures/Additives							
Type A- Additional Cement	308.00	/cy	\$6.50	\$	2,002	\$6.50	\$ 2,002
Type B- Additional Cement	3,952.00	/cy	\$6.00	\$	23,712	\$6.00	\$ 23,712
Type C- Additional Cement	897.00	/cy	\$6.00	\$	5,382	\$8.00	\$ 7,176
Type C- Add HRWR	897.00	/cy	\$2.00	\$	1,794	\$8.00	\$ 7,176
Concrete Waste- 8% of total ready-mix cost	1.00	/ls	\$53,799.00	\$	53,799	\$58,688.52	\$ 58,689
Winter Concrete- Hot Water Charges	4,849.00	/cy	\$3.00	\$	14,547		
Material Pricing is not subject to escalation per schedule				Yes			Yes
Sales Tax on Ready-Mix Material is Not Included				Yes			Yes
Total Cost				\$	711,013	\$	799,471
Alternates							
Alternate 1- Payment and Performance Bond				\$	14,900	\$	-
Alternate 2- South Elevator				\$	-	\$	-
Alternate 2.1- Additional Elevator Stop if Alterante #3 is Accepted				\$	-	\$	-
Alternate 3- Add Parking Level	912	/cy	129.50	\$	118,042	\$	120,698
Alternate 4- White Box Commercial Space	70	/cy	123.00	\$	8,635	\$	9,100
Alternate 5- Parking Garage Office Buildout	13	/cy	123.00	\$	1,594	\$	1,680
Alternate 6- Upsize Generator				\$	-	\$	-
Alternate 7- Painting Of Exposed Concrete Crash Walls				\$	-	\$	-
Alternate 8- CM Tower Crane				\$	-	\$	-

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F. A. WILHELM CONSTRUCTION

SECTION 03- GMP #4 BID RECAP BP#7- Concrete Reinforcing & Post-Tensioning

BID PACKAGE: 07
SCOPE OF WORK: Concrete Reinforcing & Post Tensioning

SCOPE DESCRIPTION	1	2
	Harmon Steel Greg Allen	Ambassador Steel/Harris Rebar John Pratt
Base Bid Amount (Quote):	\$ 1,202,743	\$ 1,242,225
BP#7- Concrete Reinforcing & Post-Tensioning		
Reinforcing Steel		
Fabrication and Installation of Reinforcing Steel	Included	Included
Epoxy Rebar as Indicated	Included	Included
Rebar Dowels as Indicated	Included	Included
Post-Tensioned Backup/Support Rebar	Included	Included
Wire Mesh Reinforcing	Included	Included
Couplers	Included	Included
Chairs/Bar Supports	Included	Included
Misc. Rebar Accessories for Installation (e.g Tie Wire)	Included	Included
Post-Tensioned Concrete		
Unbonded Post-Tensioned Cables	Included	Included
Stressing Equipment	Included	Included
Post-Tensioned Field Inspections	Included	Included
Post-Tensioned Anchors		
Post-Tensioned Cable Barrier		
Cable Barrier	Included	Included
Support Bars for Cable Barriers	Included	Included
Supply of Sleeves to BP#5	Included	Included
Miscellaneous:		
Tax on Permanent Materials is Excluded	Yes	Yes
Parking	Included	Included
Shop Drawings/Engineering	Included	Included
Material Freight	Included	Included
Traffic Control as Required	Included	Included
Supervision & Project Management as Required	Included	Included
Scope Adjustments		
Base Bid	\$ 1,202,743	\$ 1,242,225
Scope Adjustment	\$ -	\$ -
Total Cost	\$ 1,202,743	\$ 1,242,225
Alternates		
Alternate 1- Payment and Performance Bond	\$ 9,000	\$ 9,000
Alternate 2- South Elevator	\$ -	\$ -
Alternate 2.1- Additional Elevator Stop if Alterante #3 is Ac	\$ -	\$ -
Alternate 3- Add Parking Level	\$ 219,000	\$ 220,505
Alternate 4- White Box Commercial Space	\$ 3,200	\$ 3,375
Alternate 5- Parking Garage Office Buildout	\$ -	\$ -
Alternate 6- Upsize Generator	\$ -	\$ -
Alternate 7- Painting Of Exposed Concrete Crash Walls	\$ -	\$ -
Alternate 8- CM Tower Crane	\$ -	\$ -

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F. A. WILHELM CONSTRUCTION

SECTION 03- GMP #4 BID RECAP BP#08- Architectural Precast & Stairs

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

BID PACKAGE: 08
SCOPE OF WORK: Architectural Precast & Stairs

SCOPE DESCRIPTION	1		2	
	High Concrete Group		Coreslab Structures	
	Aaron Vnuk		Corey Greika	
	Bidding		Bidding	
Base Bid Amount (Quote):	\$	1,867,400	\$	2,028,000
BP#8- Architectural Precast & Stairs				
Panel/Stair Fabrication				
Precast Panel Fabrication	Included		Included	
Design & Engineering	Included		Included	
Form Liners, Thin Set Brick, Grout	Included		Included	
Reinforcing Steel & Pre-Tensioning as Required	Included		Included	
Precast Stair Fabrication	Included		Included	
Stair Nosings/Embedded Steel	Included		Included	
Galvanized Embeds	Included		Included	
Misc. Steel Required for Precast	Included		Included	
Panels Mockups	Yes- at Plant		Yes- at Plant	
Coordination for Openings/Box Outs	Included		Included	
Freight	Included		Included	
Panel Erection				
Erector to use CM Tower Crane for South, Southwest/Northwest Tower	Included		Included	
Assist Crane to "Flip" Panels to install with Tower Crane	Included		Included	
Crane for Remainder of Precast Erection	Included		Included	
Temporary Bracing/Supports for Erection	Included		Included	
Bearing Pads/Shims as Required	Included		Included	
Loose Hardware: Plates, Clips, Angles, Anchors, Dowels, etc...	Included		Included	
Cleaning/Rubbing of Precast if "mucked up" during erection	Included		Included	
Joint Sealants for Precast to Precast Joints	Included		Included	
Grouting of connections or pockets	Included		Included	
Erection of Precast Stairs	Included		Included	
Miscellaneous:				
Tax on Permanent Materials is Excluded	Yes		Yes	
Parking	Included		Included	
Shop Drawings/Engineering	Included		Included	
Material Freight	Included		Included	
Traffic Control as Required	Included		Included	
Supervision & Project Management as Required	Included		Included	
Base Bid	\$	1,867,400	\$	2,028,000
Scope Adjustment	\$	-	\$	-
Total Cost	\$	1,867,400	\$	2,028,000
Alternates				
Alternate 1- Payment and Performance Bond	\$	8,800	\$	12,200
Alternate 2- South Elevator	\$	-	\$	-
Alternate 2.1- Additional Elevator Stop if Alterante #3 is Accepted	\$	-	\$	-
Alternate 3- Add Parking Level	\$	133,000	\$	100,000
Alternate 4- White Box Commercial Space	\$	-	\$	-
Alternate 5- Parking Garage Office Buildout	\$	-	\$	-
Alternate 6- Upsize Generator	\$	-	\$	-
Alternate 7- Painting Of Exposed Concrete Crash Walls	\$	-	\$	-
Alternate 8- CM Tower Crane	\$	-	\$	-

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F. A. WILHELM CONSTRUCTION

SECTION 03- GMP #4 BID RECAP BP#09- Masonry

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

BID PACKAGE: 1
SCOPE OF WORK:

09
Masonry
2

SCOPE DESCRIPTION	1		2	
	Hagerman Construction	Rock Solid Masonry		
	Chad Eber	Greg Whaley		
	Bidding	Bidding		
Base Bid Amount (Quote):	\$ 721,896	\$ 740,000		
BP#9- Masonry				
Masonry				
CMU Partitions	Included	Included		
CMU Wall Reinforcing Steel	Included	Included		
Bond Beams	Included	Included		
Grout	Included	Included		
Top of Wall Anchors	Included	Included		
Grout Fill of Wall Cavities at Door Openings	Included	Included		
Installation of H.M. Door Frames in CMU Walls	Included	Included		
Misc. Anchors, Fasteners, Clips	Included	Included		
Flashes, Drip Edges, Weeps	Included	Included		
Control/Construction Joints in CMU Walls	Included	Included		
Expansion Control in CMU Walls	Included	Included		
Hoisting	Included	Included		
Grout Mixing Equipment/Scaffolding	Included	Included		
Limestone Veneer				
Limestone Fabrication & Installation	Included	Included		
Anchors	Included	Included		
Flashing, Drip Edges, Weeps	Included	Included		
Scope Adjustments				
Delete P&P Bond Included in Base Bid	\$ (7,000)			
Miscellaneous:				
Tax on Permanent Materials is Excluded	\$ (9,853)	Yes		
Parking	Included	Included		
Shop Drawings/Engineering	Included	Included		
Material Freight	Included	Included		
Traffic Control as Required	Included	Included		
Supervision & Project Management as Required	Included	Included		
Cleaning of Masonry (if needed)	Included	Included		
Base Bid	\$ 721,896	\$ 740,000		
Scope Adjustment	\$ (16,853)	\$ -		
Total Cost	\$ 705,043	\$ 740,000		
Alternates				
Alternate 1- Payment and Performance Bond	\$ 7,000	\$ 6,850		
Alternate 2- South Elevator	\$ -	\$ -		
Alternate 2.1- Additional Elevator Stop if Alterante #3 is Accepted	\$ -	\$ -		
Alternate 3- Add Parking Level	\$ 17,726	\$ 39,300		
Alternate 4- White Box Commercial Space	\$ -	\$ -		
Alternate 5- Parking Garage Office Buildout	\$ -	\$ -		
Alternate 6- Upsize Generator	\$ -	\$ -		
Alternate 7- Painting Of Exposed Concrete Crash Walls	\$ -	\$ -		
Alternate 8- CM Tower Crane	\$ -	\$ -		

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F. A. WILHELM CONSTRUCTION

SECTION 03- GMP #4 BID RECAP BP#10- Structural & Miscellaneous Steel

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

10
0
2

BID PACKAGE:
SCOPE OF WORK:

1

3

SCOPE DESCRIPTION	Structural Steel Services		Harmon Construction		Structural Components Fabrication	
	Brandon Thomas		Rick New		Deziree Swinney	
	Bidding		Bidding		Bidding	
Base Bid Amount (Quote):	\$	299,900	\$	302,200	\$	268,650
BP#10- Structural & Misc. Steel						
Structural & Miscellaneous Steel						
Structural Steel Columns, Beams, and Joists		Included		Included		Included
Tube Steel Beams for Canopy Supports		Included		Included		Included
Base Plates, Anchor Bolts		Included		Included		Included
Roof Deck		Included		Included		Included
Bollards and Bollard Embed Plates		Included		Included		Included
Storm Risers Pipe Guards	\$	750		Included		Included
Elevator Hoist Beams		Included		Included		Included
Pit Ladder		Included		Included		Included
Headed Studs		Included		Included		Included
Pipe and Tube Railings		Included		Included		Included
Galvanizing		Included		Included		Included
Freight		Included		Included		Included
Hoisting		Included		Included		Included
Field Welds (if required)		Included		Included		Included
Touch Up of Galvanizing		Included		Included		Included
Shims/Supports for Installation		Included		Included		Included
AISC Fabricator		Included		Included		Not Included
AISC Erector		Yes		Yes		Not Included- See Below
Miscellaneous:						
Tax on Permanent Materials is Excluded		Yes		Yes		Yes
Parking		Included		Included		Included
Shop Drawings/Engineering		Included		Included		Included
Material Freight		Included		Included		Included
Traffic Control as Required		Included		Included		Included
Supervision & Project Management as Required		Included		Included		Included
Scope Adjustments						
AISC Erector		Confirm		Included	\$	43,000
Delete Top of Wall Anchors for CMU		Per Specification			\$	(4,810)
Base Bid	\$	299,900	\$	302,200	\$	268,650
Scope Adjustment	\$	750	\$	-	\$	38,190
Total Cost	\$	300,650	\$	302,200	\$	306,840
Alternates						
Alternate 1- Payment and Performance Bond	\$	3,000	\$	7,236	\$	2,000
Alternate 2- South Elevator	\$	-	\$	-	\$	-
Alternate 2.1- Additional Elevator Stop if Alterante #3 is Accepted	\$	-	\$	-	\$	-
Alternate 3- Add Parking Level	\$	20,300	\$	29,940	\$	27,140
Alternate 4- White Box Commercial Space	\$	-	\$	-	\$	-
Alternate 5- Parking Garage Office Buildout	\$	-	\$	-	\$	-
Alternate 6- Upsize Generator	\$	-	\$	-	\$	-
Alternate 7- Painting Of Exposed Concrete Crash Walls	\$	-	\$	-	\$	-
Alternate 8- CM Tower Crane	\$	-	\$	-	\$	(6,600)

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F. A. WILHELM CONSTRUCTION

SECTION 03- GMP #4 BID RECAP BP#11- General Trades

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

BID PACKAGE: 11
SCOPE OF WORK: General Trades

SCOPE DESCRIPTION	QTY	UNIT	UNIT PRICE	11		
				4	2	3
				C.H. Garmong & Sons Kent Ferrari	Harmon Construction Jeremy Helm	Jungblau-Campbell Brett Richards
				Bidding	Bidding	Bidding
Base Bid Amount (Quote):				\$ 748,000	\$ 900,000	\$ 925,000
BP#11- General Trades						
Interiors						
Wood Blocking & Sheathing				Included	Included	Included
Cold Formed Metal Framing				Included	Included	Included
Delegated Design for Cold Formed Framing				Included	Included	Included
Non-Structural Metal Framing				Included	Included	Included
Gypsum Board				Included	Included	Included
Acoustical/Thermal Insulation				Included	Included	Included
Acoustical Ceiling Systems- Grid, Tees, Tiles				Included	Included	Included
Drywall Ceilings & Bulkheads				Included	Included	Included
Drywall Finishing				Included	Included	Included
Partition Control & Construction Joints				Included	Included	Included
Floor and Wall Tile				Included	Included	Included
Tile Carpeting& Resilient Base				Included in Alternate	Included in Alternate	Included in Alternate
Interior Painting & High Performance Coatings				Included	Included	Included
Firestopping				Included	Included	Included
Toilet Accessories & Restroom Mirrors				Included	Included	Included
Fire Extinguisher Cabinets				Included	Included	Included
Plastic Laminate Casework & Solid Surface Countertops				Included	Included	Included
Bicycle Storage Lockers & Racks				Included	Included	Included
Window Treatments				Included in Alternate	Included in Alternate	Included in Alternate
Architectural Signage Allowance (Pending Final Design & Approval)	1	allow	\$	10,000	10,000	10,000
Garage/Exterior						
Canopy Maps				Included	Included	Included
Site Handrails				Included	Included	Included
Site Fencing Allowance (no specification provided)	1	allow	\$	10,000	10,000	10,000
Metal Composite Panels				Included	Included	Included
TPO Roofing				Included	Included	Included
Sheet Metal Flashing and Trim				Included	Included	Included
Roof Specialties				Included	Included	Included
Site Furnishings				Included	Included	Included
Miscellaneous:						
Tax on Permanent Materials is Excluded				Yes	Yes	Yes
Parking				Included	Included	Included
Shop Drawings/Engineering				Included	Included	Included
Material Freight				Included	Included	Included
Traffic Control as Required				Included	Included	Included
Supervision & Project Management as Required				Included	Included	Included
Scope Adjustments						
Concrete Footing for Grade Mounted Bollard	1.00	ls	\$	7,500	7,500	7,500
Concrete Fill for Pipe Bollards	1.00	ls	\$	21,288	21,288	21,288
HDPE Pipe Bollard Covers	92.00	ea	\$80.00	7,360	7,360	7,360
Aluminum Door Hardware Credit if Provided by Others	1.00	lot		Deduct \$9,120	Same	Same
Base Bid				\$ 748,000	\$ 900,000	\$ 925,000
Scope Adjustment				\$ 56,148	\$ 56,148	\$ 36,148
Total Cost				\$ 804,148	\$ 956,148	\$ 961,148
Alternates						
Alternate 1- Payment and Performance Bond				\$ 7,500	7,126	3,000
Alternate 2- South Elevator				\$ -	-	-
Alternate 2 1- Additional Elevator Stop if Alternate #3 is Accepted				\$ -	-	-
Alternate 3- Add Parking Level				\$ 20,835	62,138	30,000
Alternate 4- White Box Commercial Space				\$ -	320	25,000
Alternate 5- Parking Garage Office Buildout				\$ 80,000	145,280	160,000
Alternate 6- Upsize Generator				\$ -	-	-
Alternate 7- Painting Of Exposed Concrete Crash Walls				\$ 4,400	4,400	6,000
Alternate 8- CM Tower Crane				\$ -	-	-

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F. A. WILHELM CONSTRUCTION

SECTION 03- GMP #4 BID RECAP

BP#12- Sealants, Waterproofing, Expansion Joints, & Insulation

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#

BID PACKAGE: 12
 SCOPE OF WORK: Sealants, Waterproofing, Expansion Joints, & Insulation

SCOPE DESCRIPTION	1	2
	NEW Group Matt Gaughn Bidding	Robert Haines Co Jim Pridden Bidding
Base Bid Amount (Quote):	\$ 574,000	\$ 675,000
BP#12- Sealants, Waterproofing, Expansion Joints, & Insulation		
Joint Sealants		
Concrete Joint Sealants	Included	Included
CMU Joint Sealants	Included	Included
Casework	Included	Included
Fixtures	Included	Included
Door Frames	Included	Included
Top of Wall	Included	Included
Waterproofing		
Waterproofing & Drainage Board at Elevator Pit Walls and Slab	Included	Included
Traffic Membrane		
Multi-Coat Traffic Coating System	Included	Included
Pre-Installation Cleaning	Included	Included
Temporary Enclosures if Required	Included	Included
Thermal/Spray Applied Insulation		
Below Grade Rigid Insulation	Included	Included
Spray Applied Insulation & Lath Board	Included	Included
Protection of Adjacent Surfaces not to Receive Insulation	Included	Included
Expansion Control		
Expansion Control per Schedule	Included	Included
Layout of Joints	Included	Included
Grouting of Expansion Joints	Included	Included
Miscellaneous:		
Tax on Permanent Materials is Excluded	Included	Included
Parking	Included	Included
Shop Drawings/Engineering	Included	Included
Material Freight	Included	Included
Base Bid	\$ 574,000	\$ 675,000
Scope Adjustment	\$ -	\$ -
Total Cost	\$ 574,000	\$ 675,000
Alternates		
Alternate 1- Payment and Performance Bond	\$ 7,500	\$ 13,500
Alternate 2- South Elevator	\$ -	\$ 800
Alternate 2.1- Additional Elevator Stop if Alterante #3 is Accepted	\$ -	\$ 60
Alternate 3- Add Parking Level	\$ 31,000	\$ 24,560
Alternate 4- White Box Commercial Space	\$ 10,600	\$ -
Alternate 5- Parking Garage Office Buildout	\$ 2,800	\$ -
Alternate 6- Upsize Generator	\$ -	\$ -
Alternate 7- Painting Of Exposed Concrete Crash Walls	\$ -	\$ -
Alternate 8- CM Tower Crane	\$ -	\$ -

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F. A. WILHELM CONSTRUCTION

SECTION 03- GMP #4 BID RECAP BP#13- Glazing

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

BID PACKAGE: **13**
SCOPE OF WORK: **Glazing**

SCOPE DESCRIPTION	1			2		3	
	Kenn Glass Lonnie Fisher			Precision Wall Systems Jason Christy		Robert Glass & Service Matthew Dodson	
	Bidding			Bidding			
Base Bid Amount (Quote):	\$	488,600	\$	574,000	\$	644,900	
BP#13- Glazing							
Curtainwall							
Curtainwall Framing & Glazing		Included		Included		Included	
Caulking of Curtainwall		Included		Included		Included	
Glass Performance Criteria		Included		Included		Included	
Water/Air Infiltration Test		Included		Included		Included	
Aluminum Framing Finish & Warranty		Included		Included		Included	
Storefront							
Storefront Framing & Glazing		Included		Included		Included	
Caulking of Storefront		Included		Included		Included	
Glass Performance Criteria		Included		Included		Included	
Water/Air Infiltration Test		Included		Included		Included	
Aluminum Framing Finish & Warranty		Included		Included		Included	
Aluminum Framed Entrance							
Installation of Hardware Provided by BP#10		Included		Included		Included	
Miscellaneous Glazing							
Fixed Louvers		Not Included- See Scope Adjustment		Included		Included	
Flashing/Trim		Included		Included		Included	
Break Metal Box Header at Canopies		Not Included- See Scope Adjustment		Included		Included	
High Performance Coatings		Included		Included		Included	
Post-Installation Cleaning		Included		Included		Included	
Hoisting		Included		Included		Included	
Mock Ups		Included		Included		Included	
Glass Lites		Included		Included		Included	
Punched Openings in Parking Office		Included in Alternate		Included		Included	
Scope Adjustments							
Delete Extra Level (Included 7 levels in Base Bid)	\$	(35,000)	\$	-	\$	-	
Delete Aluminum Door Hardware	\$	(12,600)	\$	-	\$	-	
Add Fixed Louvers	\$	11,100	\$	-	\$	-	
Add Breakmetal Box Headers	\$	7,900	\$	-	\$	-	
Miscellaneous:							
Tax on Permanent Materials is Excluded		Yes					
Parking		Included					
Shop Drawings/Engineering		Included					
Material Freight		Included					
Base Bid	\$	488,600	\$	574,000	\$	644,900	
Scope Adjustment	\$	(28,600)	\$	-	\$	-	
Total Cost	\$	460,000	\$	574,000	\$	644,900	
Alternates							
Alternate 1- Payment and Performance Bond	\$	6,900	\$	6,000	\$	9,700	
Alternate 2- South Elevator	\$	-	\$	-	\$	-	
Alternate 2.1- Additional Elevator Stop if Alternate #3 is Accepted	\$	-	\$	-	\$	-	
Alternate 3- Add Parking Level	\$	35,000	\$	30,000	\$	12,500	
Alternate 4- White Box Commercial Space	\$	-	\$	-	\$	-	
Alternate 5- Parking Garage Office Buildout	\$	5,200	\$	-	\$	-	
Alternate 6- Upsize Generator	\$	-	\$	-	\$	-	
Alternate 7- Painting Of Exposed Concrete Crash Walls	\$	-	\$	-	\$	-	
Alternate 8- CM Tower Crane	\$	-	\$	(5,000)	\$	-	

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SECTION 03- GMP #4 BID RECAP BP#14- Fire Protection

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

BID PACKAGE: **14**
SCOPE OF WORK: **Fire Protection**

SCOPE DESCRIPTION	1		2	
	Geyer Fireprotection		RSQ Fireprotection	
			Corey Lee	
	Bidding		Bidding	
Base Bid Amount (Quote):	\$	56,750	\$	81,625
BP#14- Fire Protection				
Fire Protection System				
Standpipes, Valves, and Connections		Included		
Engineered Shop Drawings/Calculations		Included		
Coordination with Authorities Having Jurisdiction		Included		
Sleeves, Hangers, Supports for Fire Protection Piping		Included		
Identification of Fire Protection Piping		Included		
Fire Protection Equipment, Alarms, Transfer Switches		Included		
Excavation & Backfill for Underground Piping		Included		
Slab Penetrations to be Collared, Sealed (where applicable)		Included		
Testing & Flushing of Lines		Included		
Install Rough-In and Cap for Commercial Space/Office Buildout		Included		
Backflow Preventer		Included in Alternate		
Fire Protection Distribution Piping in Commercial/Office Space		Included in Alternate		
Sprinkler Heads in Commercial/Office Space		Included in Alternate		
Sprinkler Heads to be "Turned Up" in Commercial and Install in Tile in Office		Included in Alternate		
Permits, Coordination, and Testing		Included		
Scope Adjustments				
Rock Excavation/Removal Allowance	\$	10,000	\$	10,000
Miscellaneous:				
Tax on Permanent Materials is Excluded		Yes		
Parking		Included		
Shop Drawings/Engineering		Included		
Material Freight		Included		
Base Bid	\$	56,750	\$	81,625
Scope Adjustment	\$	10,000	\$	10,000
Total Cost	\$	66,750	\$	91,625
Alternates				
Alternate 1- Payment and Performance Bond	\$	1,703	\$	410
Alternate 2- South Elevator	\$	-	\$	-
Alternate 2.1- Additional Elevator Stop if Alternate #3 is Accepted	\$	-	\$	-
Alternate 3- Add Parking Level	\$	2,750	\$	2,550
Alternate 4- White Box Commercial Space	\$	29,250	\$	8,525
Alternate 5- Parking Garage Office Buildout	\$	4,550	\$	1,775
Alternate 6- Upsize Generator	\$	-	\$	-
Alternate 7- Painting Of Exposed Concrete Crash Walls	\$	-	\$	-
Alternate 8- CM Tower Crane	\$	-	\$	-

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SECTION 03- GMP #4 BID RECAP BP#15- Plumbing, Mechanical, & HVAC

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

BID PACKAGE: 15
SCOPE OF WORK: **Plumbing, Mechanical, & HVAC**

SCOPE DESCRIPTION	1		2	
	Harrel-Fish Dustin Carter		Deem, LLC. Jason Eckert	
	Bidding		Bidding	
Base Bid Amount (Quote):	\$	447,000	\$	536,095
BP#15- Plumbing, Mechanical, & HVAC				
Plumbing				
Underslab Plumbing		Included		Included
Oil Water Separator		Included		Included
Grease Trap		Included		Included
Excavation and Backfill		Included		Included
Domestic Water Piping		Included		Included
Storm Piping		Included		Included
Sanitary Sewer Piping		Included		Included
Natural Gas Piping		Included		Included
Sleeves		Included		Included
Floor Drains, Cleanouts		Included		Included
Hose Bibbs		Included		Included
Plumbing Insulation		Included		Included
Valves, Hangers		Included		Included
Heat Tracing of Exposed Plumbing		Included		Included
Water Heaters, Backflow Preventers, Plumbing Fixtures		Included		Included
Plumbing Rough-In for Commercial Space		Included		Included
Final Connections for Owner Provided Appliances in Office		Included in Alternate		Included in Alternate
Mechanical/HVAC				
Mechanical Equipment- Fan Coils, Condensers, Unit Heaters		Included		Included
Mechanical Piping		Included		Included
Exhaust Fans and Dampers		Included		Included
HVAC Distribution- Sheet Metal, Dampers, Diffusers, Grilles		Included		Included
Hangers and Supports for Mechanical Equipment		Included		Included
Temperature Controls		Included		Included
Low Voltage Wiring for Temperature Controls		Included		Included
Testing and Balancing of HVAC System		Included		Included
Miscellaneous Plumbing & Mechanical				
Concrete Equipment Pads		Included		Included
Scope Adjustments/Allowances				
Rock Excavation/Removal Allowance	\$	10,000	\$	10,000
Miscellaneous:				
Tax on Permanent Materials is Excluded		Yes		Yes
Parking		Included		Included
Shop Drawings/Engineering		Included		Included
Material Freight		Included		Included
Base Bid	\$	447,000	\$	536,095
Scope Adjustment	\$	10,000	\$	10,000
Total Cost	\$	457,000	\$	546,095
Alternates				
Alternate 1- Payment and Performance Bond	\$	4,470	\$	5,356
Alternate 2- South Elevator	\$	21,000	\$	22,800
Alternate 2.1- Additional Elevator Stop if Alternate #3 is Accepted	\$	-	\$	-
Alternate 3- Add Parking Level	\$	9,000	\$	14,300
Alternate 4- White Box Commercial Space	\$	83,000	\$	77,700
Alternate 5- Parking Garage Office Buildout	\$	60,000	\$	55,900
Alternate 6- Upsize Generator	\$	-	\$	-
Alternate 7- Painting Of Exposed Concrete Crash Walls	\$	-	\$	-
Alternate 8- CM Tower Crane	\$	-	\$	-

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SECTION 03- GMP #4 BID RECAP BP#16- Electrical

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

BID PACKAGE: 16
SCOPE OF WORK: Electrical

SCOPE DESCRIPTION	1		2		3		4	
	James Babcock Electric Dan Babcock		Electric Plus David Nelson		Casrady Electric Mike Hover		Genesis Factor Paul Sanders	
	Bidding		Bidding					
Base Bid Amount (Quote):	\$	495,000	\$	630,750	\$	639,999	\$	954,689
BP#16- Electrical								
Electrical								
Electrical Service & Main Feeder	Included		Included		Included		Included	
Switchboard	Included		Included		Included		Included	
Panels	Included		Included		Included		Included	
Transformer	Included		Included		Included		Included	
Electrical Distribution and Conduit	Included		Included		Included		Included	
Emergency Generator	Included		Included		Included		Included	
Lighting Systems and Controls	Included		Included		Included		Included	
Power Receptacles	Included		Included		Included		Included	
Fire Alarm System	Included		Included		Included		Included	
Low Voltage Rough-In	Included		Included		Included		Included	
Temporary Construction Lighting	Included		Included		Included		Included	
Underground Electrical	Included		Included		Included		Included	
Excavation and Backfill	Included		Included		Included		Included	
Equipment Pads	Included		Included		Included		Included	
Electrical Connections to HVAC Equipment	Included		Included		Included		Included	
Electrical Connection for Elevator	Included		Included		Included		Included	
Miscellaneous:								
Tax on Permanent Materials Excluded	Yes		Yes		Yes		Yes	
Parking	Included		Included		Included		Included	
Shop Drawings/Engineering	Included		Included		Included		Included	
Material Freight	Included		Included		Included		Included	
Scope Adjustments								
Rock Excavation/Removal Allowance	\$	10,000	\$	10,000	\$	10,000	\$	
Data Racks & Cabinets	\$	2,880	\$	-	\$	-	\$	
Base Bid	\$	495,000	\$	630,750	\$	639,999	\$	954,689
Scope Adjustment	\$	12,880	\$	10,000	\$	10,000	\$	-
Total Cost	\$	507,880	\$	640,750	\$	649,999	\$	954,689
Alternates								
Alternate 1- Payment and Performance Bond	\$	7,500	\$	8,277	\$	5,957	\$	34,000
Alternate 2- South Elevator	\$	15,300	\$	15,575	\$	17,305	\$	32,042
Alternate 2.1- Additional Elevator Stop if Alternate #3 is Accepted	\$	-	\$	950	\$	173	\$	-
Alternate 3- Add Parking Level	\$	37,900	\$	7,650	\$	55,683	\$	78,476
Alternate 4- White Box Commercial Space	\$	38,730	\$	43,800	\$	20,819	\$	88,412
Alternate 5- Parking Garage Office Buildout	\$	34,600	\$	45,700	\$	44,437	\$	57,053
Alternate 6- Upsize Generator	\$	37,500	\$	6,500	\$	6,538	\$	40,540
Alternate 7- Painting Of Exposed Concrete Crash Walls	\$	-	\$	-	\$	-	\$	-
Alternate 8- CM Tower Crane	\$	-	\$	-	\$	-	\$	-

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SECTION 03- GMP #4 BID RECAP

Proposed Voluntary Alternates/Value Engineering- Accepted Items Only

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

BID PACKAGE:

SCOPE OF WORK:

1

Accepted VE

2

SCOPE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Value Engineering Included in GMP	Accepted VE
				1	2
Base Bid Amount (Quote):					
1- Fibers in lieu of Welded Wire Mesh in Slab on Grade	1	ls		<i>pending design approval</i>	
2- Delete Dampproofing of Grade Beams and Exterior Perimeter Fnd	1	ls		<i>pending design approval</i>	
3- Delete Waterproofing Beneath Elevator Pit	1	ls		<i>pending design approval</i>	
4- Install R30 Closed Cell Spray Polyurethane Foam Insulation, thermal barrier, will not have same acoustical properties as fiberglass	1	ls		<i>pending design approval</i>	
5- Delete Curtainwall Glazing at Walnut St. Storefront, Replace with Storefront Glass	1	ls		\$ (36,000)	
6- Delete Laminated Glazing at Stairtower Curtainwalls, replace with Tempered Safety Glass	1	ls		<i>pending design approval</i>	
7- Delete Painted Silver Kynar Finish replace with Clear Anodized Finish (10 year warranty)	1	ls		\$ (26,000)	
8- Delete Insulated Curtainwall Glazing at Spandrels in Stairtower, Replace w/ Non-Insulated Glazing	1	ls		\$ (1,500)	
9- Delete Cast Iron Hub & Spigot Storm Risers, Replace with PVC	1	ls		\$ (14,500)	
10- Alterante Lighting Package- Replace Fixture Type to Equivalent, deck mounted in lieu of stem	1	ls		<i>pending design approval</i>	
11- Sanitary Tie In Revisions on Walnut- (1) tie in in lieu of (2)	1	ls		<i>pending design approval</i>	
Base Bid				\$ -	\$ -
Scope Adjustment				\$ (78,000)	\$ -
Total Cost				\$ (78,000)	\$ -
Alternates					



F. A. WILHELM CONSTRUCTION

SECTION 04- GMP#4- RECOMMENDATION FOR AWARD

Re: **City of Bloomington**
GMP#4- Garage Structure, Architectural, and MEP
Recommendation for Award

Mr. Renneisen,

Wilhelm Construction is pleased to make the following recommendation for contract award for the City of Bloomington 4th Street Parking Garage- Bid Package 3. Wilhelm has prequalified each bidder on the basis of safety, relevant project experience, insurance, and bonding and determined that all bidders were capable and qualified to successfully complete the Driller Pier scope of work for this project- please see bid tabulation below.

BIDDER	RESPONSIVE?	BASE BID + ALLOWANCES/ADJUSTMENTS
BP#05- F.A. Wilhelm Construction Co., Inc. Indianapolis, IN	Yes	\$2,947,000
BP#06-JJ's Concrete Construction Bloomington, IN	Yes	\$711,013
BP#07-Harmon Steel Indianapolis, IN	Yes	\$1,202,743
BP#08-High Concrete Group Springboro, OH	Yes	\$1,867,400
BP#09-Hagerman Construction Corp. Fishers, IN	Yes	\$705,043
BP#10-Structural Steel Services Marion, IN	Yes	\$300,650
BP#11-C.H. Garmong & Sons Terre Haute, IN	Yes	\$804,148
BP#12-The NEW Group Indianapolis, IN	Yes	\$574,000
BP#13-Kenny Glass Martinsville, IN	Yes	\$460,000
BP#14-Geyer Fire Protection LLC. Indianapolis, IN	Yes	\$66,750
BP#15-Harrel-Fish Inc. Bloomington, IN	Yes	\$457,000
BP#16-James Babcock Inc. Indianapolis, IN	Yes	\$507,880

It is our recommendation that Bid Package #5 -16 be awarded to awarded to the contractor listed above as we have determined that these are lowest, most responsive, and most responsible bidder for this project. *Bid values represented above are exclusive of accepted alternate and value engineering. Values represented above will be adjusted by corresponding bid alternate/value engineering value indicated in Section 2- Summary of Bid Alternates and Section 3-GMP#4 Bid Recap.*

Wilhelm has thoroughly reviewed the scopes of work and project approaches and have confidence in their abilities to execute this work.

We do not intend to add a payment and performance bond (Alternate 1) to any of the awarded bid packages.

Should you have any questions regarding this recommendation please don't hesitate to contact us directly.

Best Regards,

F.A. Wilhelm Construction Co., Inc.

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SECTION 05- GMP#4- GENERAL CONDITIONS

ESTIMATE PRICING WORKSHEET

project City of Bloomington- 4th St. Garage

work scope: GENERAL CONDITIONS GMP#4

months: 18.0

weeks: 77.00 30.00



LINE ITEM DESCRIPTION	ITEM QUANTITY		MATERIAL		LABOR		LINE ITEM TOTALS	
	QUANTITY	UNIT	UNIT PRICE	MATERIAL DOLLARS	UNIT PRICE	LABOR DOLLARS	UNIT PRICE	LINE ITEM
								TOTAL DOLLARS
project manager		wks			\$3,600.00			in GMP#3
project engineer		wks			\$2,600.00			in GMP#3
supervision		wks			\$3,600.00			in GMP#3
safety		wks			\$2,600.00			in GMP#3
project executive		wks			\$5,600.00			in GMP#3
preconstruction services		ls			\$25,000.00			in GMP#3
scheduler		wks			\$3,200.00			in GMP#3
BIM Coord		wks						
staff travel		wks	\$1,000.00					
office rental		mo	by owner					
copier		mo	\$500.00					
internet		mo	\$400.00					
monthly supplies		mo	\$600.00					
restroom tank service		mo	\$950.00					
power monthly (excludes hookups)		mo	\$200.00					
water		mo	\$125.00					
furniture		ls	in GMP#1					
plans and drawings		ea	\$5,000.00					in GMP#3
procure PM fee	1	ea	\$8,000.00	\$8,000			\$8,000.00	\$8,000
TOTALS				\$8,000		\$0		\$8,000
add sales tax on material (yes/no ?):		yes	7.00%	\$560				\$560
total including sales tax				\$8,560				\$8,560
addition OK								

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F. A. WILHELM CONSTRUCTION

SECTION 06- GMP#4- CM SITE SERVICES

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#4

BID PACKAGE:
SCOPE OF WORK: CM Site Services

SCOPE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
Base Bid Amount (Quote):					
CM Site Services					
Port-a-Johns	18.00	mo			
Quantity	6.00	ea			
Total Unit Rental	108.00	ea	\$300.00		in GMP#3
Dumpsters	40.00	ea	\$450.00		in GMP#3
Site Fencing- Additional to GMP#1, PCO-001	1.00	ls	\$22,543.00		in GMP#3
Jersey Barriers					
Maintenance of Traffic					
Signage					
Misc. Labor to Move Barriers, Fencing	120.00	hrs	\$50.00		in GMP#3
Temporary Power/Lighting					in GMP#2
Project Signage- Main Sign					in GMP#2
Project/Site Safety Equipment	1.00	ls	\$3,000.00		in GMP#3
General Project Cleanup- Material	1.00	ls	\$6,000.00		in GMP#3
General Project Cleanup- Labor	616.00	hrs	\$50.00		in GMP#3
Street Sweeping Services	1.00	ls	\$7,500.00		in GMP#3
Utility Locates, Potholing	40.00	hrs	\$400.00		in GMP#3
Tower Crane					
Anchor Stools					in GMP#2
Freight-In					in GMP#2
Freight-Out					in GMP#2
Assembly					in GMP#2
Dismantle					in GMP#2
Monthly Rental (additional for precast erection)	1.00	mo	\$14,000.00	\$ 14,000	
Crane OT Premium (additional for precast erection)	60.00	hrs	\$40.00	\$ 2,400	
Tower Crane Foundation Design	1.00	ls	\$3,000.00		in GMP#3
Weekend Assembly/Disassembly Premium					in GMP#2
FFA Permit					in GMP#2
Lane Closures/Traffic Control					in GMP#2
Tower Crane Base Enclosure					in GMP#2
Fencing Around Tower Crane Base					in GMP#2
Tower Crane Operator (additional for precast erection)	220.00	hrs	\$70.00	\$ 15,400	
Electrical Consumption Cost for Tower Crane (add'l for precast)	1.00	mo	\$1,000.00	\$ 1,000	
Tower Crane Rental for Precast Erection (Credit on Erection in PC Bid)					
Tower Crane Operator for Precast Erection					
West Alley Covered Walkway					
Scaffolding Rental & Erection	1.00	ls	\$20,000.00		in GMP#3
Plywood Cover Board	85.00	sheets	\$65.00		in GMP#3
Labor to Maintain	256.00	hrs	\$50.00		in GMP#3
Walkway Lighting	1.00	ls	\$3,000.00		in GMP#3
Tower Crane Footing				\$ -	
Design Changes w/ New Building Height	1.00	ls	\$1,700.00	\$ 1,701	
Foundation Concrete Material					in GMP#2
Foundation Reinforcing & Column Dowels					in GMP#2
Foundation Concrete- Form, Pour, Place, Finish					in GMP#2
Foundation Excavation & Backfill					in GMP#2
54" diameter drilled shafts (included in BP#2 Scope)	(2.00)	ea	\$11,950.00		in GMP#3
Tower Crane Drilled Pier Allowance if Design Changes	1.00	ls	\$3,000.00		in GMP#3
Temp Pole, 480V, 3Ph Power Supply (Carried in GMP#2/#3)	(1.00)	ls	\$15,480.00	\$ (15,480)	
Duke Electrical Drop for Tower Crane (Carried in GMP#2, #3)	(1.00)	ls	\$12,000.00	\$ (12,000)	
Overtime Allowance	1.00	allow	\$50,000.00	\$ 50,000	
Excavation, Backfill, Vac Truck for Electrical Service	1.00	ls	\$3,248.00	\$ 3,248	
Tax on Consumables	1.00	ls		\$ 1,263	
Total Cost				\$ 67,538	

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SECTION 07: ASSUMPTIONS AND CLARIFICATIONS- 1 of 3

GENERAL

1. Guaranteed Maximum Price (GMP)#4- Garage Structure, Architectural, and MEP is based upon the following documents issued by CSO Architects titled 100% Construction Documents dated May 20th, 2020.
2. GMP#4- Garage Structure, Architectural, and MEP is based upon the Project Bid Manual prepared by Wilhelm Construction issued May 26th, 2020.
3. GMP#4 does not include cost for material testing, geotechnical investigations, environmental testing and analysis, environmental remediation or abatement. These services are to be provided by others.
4. We have not included costs to handle, dispose, or remediate any material not defined as "clean fill".
5. Normal working hours have been assumed for this phase of the project.
6. Utility Relocations are not included in this GMP Proposal.
7. Costs for lane and sidewalk closures are assumed to be by Bloomington and are excluded in the GMP Proposal.
8. This GMP proposal is based upon the attached schedule- see Section 09 Schedule.
9. GMP#02 and #03 includes tower crane rental, operation, and all associated costs per the project schedule. Due to the tight site constraints and logistics we have included the costs for an additional month of tower crane rental and operation to set precast panels. Discussing this with the precast contractor this is the most cost-effective way to install these panels due to the fact that they did not have to mobilize a very large crane and cause significant road closures around the site. We have included an additional month of tower crane rental and operation in GMP#04.
10. The only General Conditions Cost incurred for GMP#04 are Procore Software fee's. All staffing and consumables have already been accounted for in GMP#03.
11. Due to the weight and size of the precast panels we have modified how they are panelized on the building to allow these sections to be erected using the tower crane. Panels will be constructed utilizing the same materials as indicated on the contact documents but will be split up into more pieces resulting in additional joints. As previously stated, this was done to reduce overall project costs and site logistics concerns. This revised layout is what has been included in GMP#04.
12. Referencing plan sheet A222- Level 2 RCP indicated ceiling type CL6 which is a stud framed, exterior grade gypsum ceiling. This ceiling is not included in our GMP. We have discussed this with CSO Architects and believe this was a typo and not intended to be shown on the plans.
13. The scope of the glass in the plans, specifications, and addendum are unclear. We have included the following items which is our interpretation of the plans, addendums, specifications:
 - a. Aluminum Storefront- 1 ¾" x 4 ½" Nonthermal Framing at Elevations W1, W22, W28, and W32-W37
 - b. Curtainwall- 2 ½" x 6" Curtainwall Framing at Elevations W2-W7, W31, and W38
 - c. Curtainwall- 2 ½" x 7 ½" Curtainwall Framing at Elevations W11-W14



SECTION 07: ASSUMPTIONS AND CLARIFICATIONS- 2 of 3

- d. Aluminum Entrances- Metazllic Silver Painted Finish
 - e. Glazing- 1" Clear SolarBan XL70 Insulated Vision Glass at E and H Glazing Tags
 - f. 1" Clear SolarBan XL70 over Standard Color Spandrel Insulated Glass at G Glazing Tag Locations per Addendum #2 (No Insulation or Metal Backing Panel Included)
 - g. 9/16" Clear Monolithic Laminated Glass at J Glazing Tag Locations Per Addendum No. 2
 - h. 1" Clear over Standard Color Spandrel Insulated Glass at K Glazing Tag Locations Per Addendum #2 (Included Insulated Metal Backing Panel)
 - i. ¼" Clear Tempered Monolithic Glass at Elevations W22-28 and W31-37 Per Addendum No. 2
 - j. This GMP includes curtainwall glass at west commercial spaces- we have provided a voluntary alternate to make this storefront as the original design detailed.
14. We have included the following regarding Construction Manager Contingency
- a. GMP#1-#3- Contingency Amount Remains the Same (5% of Direct Costs)
 - b. GMP#4 + Alternates- Contingency Has Been Reduced to 3%
15. We assume the Owner will furnish the following items to be incorporated into the final project. These costs are excluded from this and all subsequent GMP's:
- a. Parking Control Equipment & Pay Stations (CM to provide rough in's)
 - b. Landscaping (CM to provide tree grates only)
 - c. Kitchen Appliances in Parking Office (CM to provide rough-in and final connections)
 - d. Low Voltage Wiring & Devices (CM to provide pathways)
 - e. Security and Access Controls (CM to provide rough in)
 - f. Wayfinding Signage
 - g. Garage Artwork
 - h. Solar Panel Array, Support Structure, and Equipment
 - i. All items shown as tenant provide or by future tenant
16. This GMP includes the costs of ASI-01 (Section 08)) which makes modifications to the drilled piers.
17. To account for scope that is undefined at this point in time we have established the following allowances:
- a. BP#11- Architectural Signage (\$10,000)
 - 1. This allowance shall be used to cover all costs related to architectural signage (e.g. blade sign at 4th and Walnut, "P" signs). This was shown on the plans but has not been approved by the City of Bloomington.
 - b. BP#11- Site Fencing (\$10,000)
 - 1. No specification was provided for ornamental site fencing located along Walnut St. and shown on the Landscaping plans.



SECTION 07: ASSUMPTIONS AND CLARIFICATIONS- 3 of 3

- c. BP#14, #15, #16- Rock Excavation/Removal Allowance (\$30,000)
 - 1. This allowance shall cover any costs associated with excavating/removing subsurface rock to install underground fire protection piping, plumbing, plumbing structures, and electrical.
- d. BP#4 Foundation Wall Bracing (\$10,000)
 - 1. This allowance shall be used to cover any costs associated with bracing or shoring required to install foundations (including excavation & backfill) for footings adjacent to abandoned footings from the previous garage.
- e. CM Site Services- Overtime Allowance (\$50,000)
 - 1. This allowance shall be used to cover overtime/off hours work for all trade packages.
 - 2. We anticipate using a majority of this allowance to expedite reinforcing steel/post-tensioning installation and/or concrete operations.



SECTION 08- GMP#4 CONTRACT ADJUSTMENT EXHIBITS Exhibit A

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS



ASI NO: BP1-001 DATE: 6-23-2020
PROJECT: 4th Street Garage PROJECT NO: 19053.1
CONTRACTOR: FA Wilhelm ARCHITECT: CSO Architects, Inc.
TO: Aaron Tague FROM: Joe Raper
ATTACHMENTS: S100, S501

You are requested to carry out the work described herein without change in Contract Sum or Contract Time. Proceeding with the work in accordance with these instructions indicates your acknowledgement that there is no change in Contract Sum or Contract Time.

DESCRIPTION:

STRUCTURAL:

1. DRAWINGS:
 - a. Sheet S100 – Foundation Plan
 - i. Revised drilled piers at Columns A-10, B-9, and B-10.
 - b. Sheet S501 – Column Schedule and Details
 - i. Revised Column sizes and dowels at Columns B-5, B-10.6, and B-12.3.

SUBMITTED BY:

CSO Architects, Inc.

Architect (Firm Name)

Signature

Joe Raper

By (Typed Name)

6-23-2020

Date

ASI

Page 1 of 1

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SECTION 09- GMP#4 DOCUMENT LIST

Sheet #	Name	Date
G000	Cover	04/20/20
G010	Life Safety Plans	04/20/20
G015	Accessibility Summary	04/20/20
G017	Parking Diagrams	04/20/20
C101	Existing Site Condition Plan	04/20/20
C201	Stormwater Pollution Prevention Plan Notes	04/20/20
C202	Stormwater Pollution Prevention Plan	04/20/20
C203	Stormwater Pollution Prevention Plan Details	04/20/20
C301	Selective Site Demolition Plan	04/20/20
C401	Site Grading Details	04/20/20
C501	Site Utilities Plan	04/20/20
C601	Site Details	04/20/20
L100	Materials Plan	04/20/20
L110	Layout Plan	04/20/20
L120	Landscape Plan	04/20/20
L500	Site Details	04/20/20
L501	Site Details	04/20/20
L502	Site Details	04/20/20
S001	Structural General Notes	04/20/20
S002	Typical Details	04/20/20
S003	Typical Details	04/20/20
S100	Foundation Plan	04/20/20
S101	Level 1 Floor Plan	04/20/20
S102	Level 2 Framing Plan	04/20/20
S103	Level 3 Framing Plan	04/20/20
S104	Level 4 Framing Plan	04/20/20
S105	Level 5 Framing Plan	04/20/20
S106	Level 6 Framing Plan	04/20/20
S107	Level 7 Framing Plan	04/20/20
S108	Roof Framing Plan	04/20/20
S201	Building Elevations	04/20/20
S202	Building Elevations	04/20/20
S211	Building Sections	04/20/20
S212	Building Sections	04/20/20
S213	Building Sections	04/20/20
S301	Foundation Details	04/20/20
S302	Foundations Details	04/20/20
S401	Framing Details	04/20/20
S402	Framing Details	04/20/20
S411	Steel Framing Details	04/20/20
S501	Column Schedule and Details	04/20/20
S601	Typical Post-Tensioning Details	04/20/20
S602	PT Slab and Miscellaneous Beam Details	04/20/20

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S603	Post Tensioned Beam Schedule	04/20/20
A020	Exterior Wall Types, Floor and Roof Assemblies	04/20/20
A021	Interior Wall Types	04/20/20
A022	Interior Wall Types	04/20/20
A101	Level 1 Floor Plan	04/20/20
A102	Level 2 Floor Plan	04/20/20
A103	Level 3 Floor Plan (Level 3-6 Typical)	04/20/20
A107	Level 7 Floor Plan	04/20/20
A201	Enlarged Plans	04/20/20
A202	Enlarged Plans	04/20/20
A203	Enlarged Plans	04/20/20
A211	Southwest Stair & Elevation Plans	04/20/20
A212	Southwest Stair and Elevator Plans	04/20/20
A213	Southwest Stair and Elevator Plans	04/20/20
A214	Northwest Stair & Elevator Plans	04/20/20
A215	Northwest Stair & Elevator Plans	04/20/20
A216	Northwest Stair & Elevator Plans	04/20/20
A217	East Office Stair Plan and Section	04/20/20
A221	Overall & Enlarged Level RCPs	04/20/20
A222	Overall & Enlarged Level 2 RCPs	04/20/20
A223	Overall & Enlarged Level 7 RCPs	04/20/20
A301	Exterior Elevations	04/20/20
A302	Exterior Elevations	04/20/20
A303	Exterior Elevations	04/20/20
A304	Limestone Base Elevations and Details	04/20/20
A310	Building Sections	04/20/20
A311	Building Sections	04/20/20
A312	Building Sections	04/20/20
A313	Building Sections	04/20/20
A318	Bridge Sections and Details	04/20/20
A320	Southwest Stair and Elevator Sections	04/20/20
A321	Southwest Stair and Elevator Sections	04/20/20
A322	Northwest Stair and Elevator Sections	04/20/20
A323	Northwest Stair and Elevator Sections	04/20/20
A401	Wall Sections	04/20/20
A402	Wall Sections	04/20/20
A403	Wall Sections	04/20/20
A404	Wall Sections	04/20/20
A420	Section Details	04/20/20
A421	Section Details	04/20/20
A440	Plan Details	04/20/20
A441	Plan Details	04/20/20
A501	Door Schedule and Details	04/20/20
A502	Door, Window & Louver Details	04/20/20
A503	Door, Window & Louver Details	04/20/20
A510	Storefront, Curtainwall & Louver Elevations	04/20/20
A511	Storefront, Curtainwall & Louver Elevations	04/20/20

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A520	Arch Precast Schedule	04/20/20
A521	Arch Precast Schedule	04/20/20
A521	Arch Precast Schedule	04/20/20
A601	Interior Elevations	04/20/20
A602	Interior Elevations	04/20/20
A701	Interior Sections	04/20/20
A702	Interior Details	04/20/20
A801	Level 1 Finish Floor Pan	04/20/20
M000	Mechanical Coversheet	04/20/20
M301	Level 0B to 1 Floor Plan- Mechanical	04/20/20
M302	Level 1B to 2	04/20/20
M307	Level 6B to 7 Floor Plan- Mechanical	04/20/20
M600	Mechanical Enlarged Plans	04/20/20
M800	Mechanical Details	04/20/20
M900	Mechanical Schedules	04/20/20
P000	Plumbing Coversheet	04/20/20
P300	Underfloor Plan- Plumbing	04/20/20
P301	Level 0B to 1 Floor Plan- Plumbing	04/20/20
P302	Level 1B to 2 Floor Plan- Plumbing	04/20/20
P303	Level 2B to 3 Floor Plan- Plumbing	04/20/20
P304	Level 3B to 4 Floor Plan- Plumbing	04/20/20
P305	Level 4B to 5 Floor Plan- Plumbing	04/20/20
P306	Level 5B to 6 Floor Plan- Plumbing	04/20/20
P307	Level 6B to 7 Floor Plan- Plumbing	04/20/20
P700	Plumbing Isometric Diagrams	04/20/20
P800	Plumbing Details	04/20/20
P900	Plumbing Schedules	04/20/20
F000	Fire Protection Coversheet	04/20/20
F300	Underfloor Plan- Fire Protection	04/20/20
F301	Level 0B to 1 Floor Plan- Fire Protection	04/20/20
F302	Level 1B to 2 Floor Plan- Fire Protection	04/20/20
F303	Level 2B to 3 Floor Plan- Fire Protection	04/20/20
F304	Level 3B to 4 Floor Plan- Fire Protection	04/20/20
F305	Level 4B to 5 Floor Plan- Fire Protection	04/20/20
F306	Level 5B to 6 Floor Plan- Fire Protection	04/20/20
F307	Level 6B to 7 Floor Plan- Fire Protection	04/20/20
F800	Fire Protection Details	04/20/20
F900	Fire Protection Schedules	04/20/20
E000	Electrical Coversheet	04/20/20
E001	Electrical Site Plan	04/20/20
E301	Level 0B to 1 Floor Plan- Electrical	04/20/20
E302	Level 1B to 2 Floor Plan- Electrical	04/20/20
E303	Level 2B to 3 Floor Plan- Electrical	04/20/20
E304	Level 3B to 4 Floor Plan- Electrical	04/20/20
E305	Level 4B to 5 Floor Plan- Electrical	04/20/20
E306	Level 5B to 6B Floor Plan- Electrical	04/20/20
E307	Level 6B to 7 Floor Plan- Electrical	04/20/20

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E401	Level 0B to 1 Floor Plan- Power	04/20/20
E402	Level 1B to 2 Floor Plan- Power	04/20/20
E403	Level 2B to 3 Floor Plan- Power	04/20/20
E404	Level 3B to 4 Floor Plan- Power	04/20/20
E405	Level 4B to 5 Floor Plan- Power	04/20/20
E406	Level 5B to 6 Floor Plan- Power	04/20/20
E407	Level 6B to 7 Floor Plan- Power	04/20/20
E600	Electrical Enlarged Plans	04/20/20
E700	Electrical One-Line Diagram	04/20/20
E800	Electrical Details	04/20/20
E900	Electrical Schedules	04/20/20
T000	Technology Coversheet	04/20/20
T301	Level 0B to 1 Floor Plan- Technology	04/20/20
T302	Level 1B to 2 Floor Plan- Technology	04/20/20
T303	Level 2B to 3 Floor Plan- Technology	04/20/20
T304	Level 3B to 4 Floor Plan- Technology	04/20/20
T305	Level 4B to 5 Floor Plan- Technology	04/20/20
T306	Level 5B to 6 Floor Plan- Technology	04/20/20
T307	Level 6b to 7 Floor Plan- Technology	04/20/20
T600	Technology Room Enlargements	04/20/20
T700	Technology Riser Diagrams	04/20/20
T800	Technology Details	04/20/20
T801	Technology Details	04/20/20
T802	Technology Details	04/20/20
T900	Technology Schedules	04/20/20
Project Manual	4 th Street Parking Garage- Foundation and Site Specifications	04/20/20

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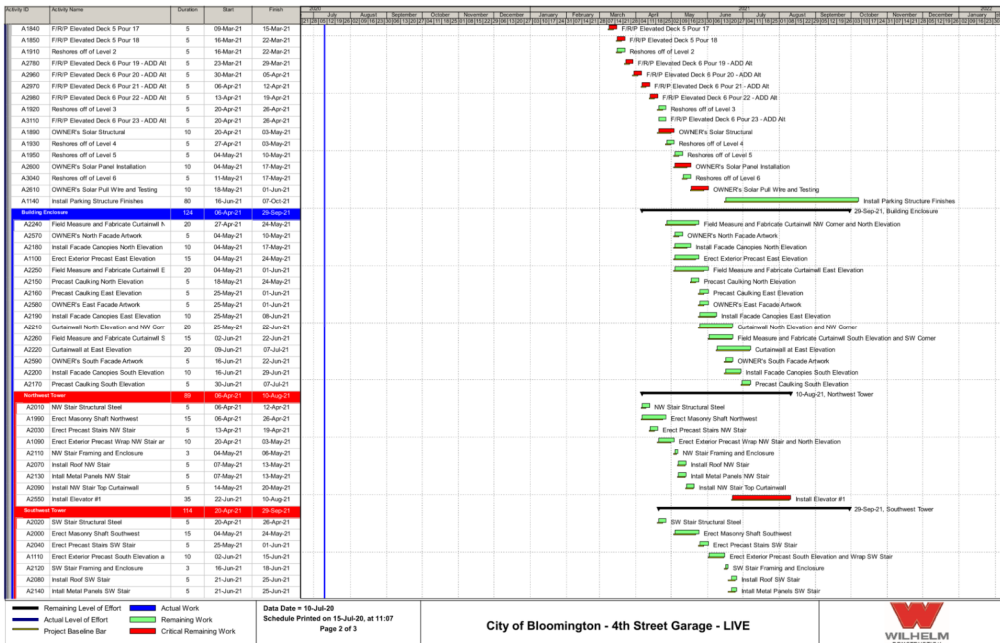
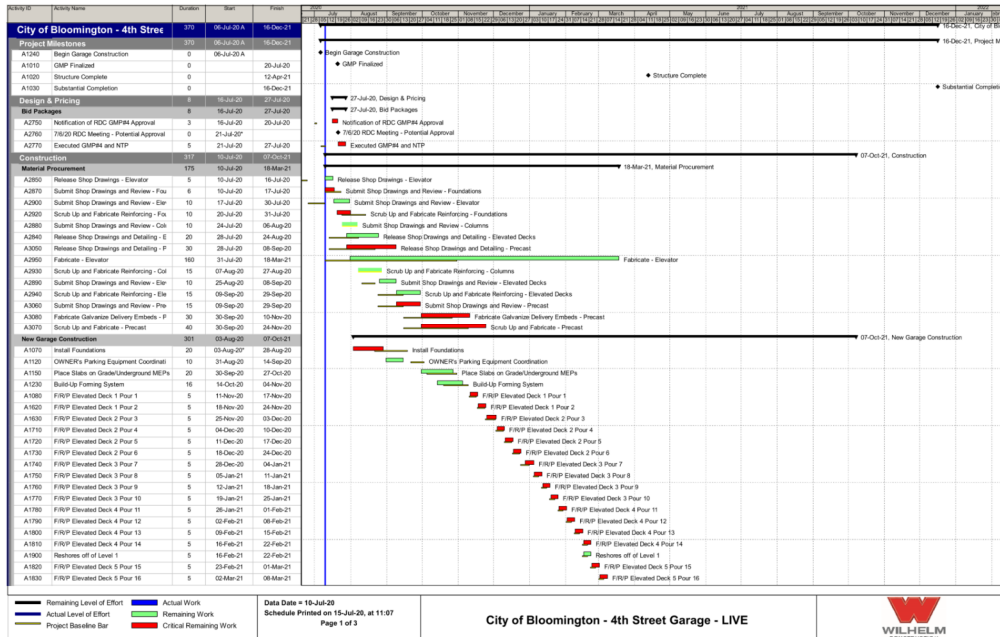
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SECTION 10- CONSTRUCTION SCHEDULE

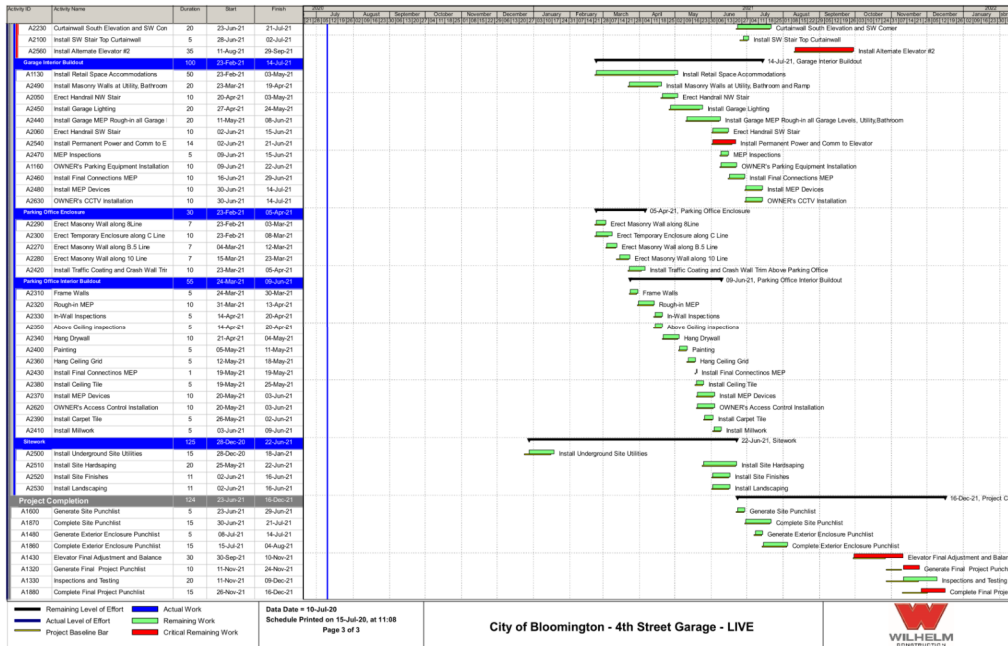


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F. A. WILHELM CONSTRUCTION

SECTION 10- CONSTRUCTION SCHEDULE



SECTION 11- PROPOSED VOLUNTARY ALTERNATES

All alternates listed as “Accepted” have been included in this GMP.

1. Steel Fibers (3#/cy) in lieu of Welding Wire Mesh Reinforcing at Slab on Grade
 - a. Deduct \$9,000- *Pending*
2. Delete 40-30-30 Brick Blend Replace with Same Color (in original design) on Precast Panels
 - a. Deduct \$7,100- *Rejected*
3. Delete Damproofing of Grade Beams and Ext. Perimeter Foundation Walls
 - a. Deduct \$9,000- *Pending*
4. Removal of Damproofing from backside of limestone veneer
 - a. Deduct \$2,000- *Rejected*
5. Remove Waterproofing Beneath Elevator Pit (Still Included on Pit Walls)
 - a. Deduct \$2,000- *Pending*
6. Install 4.5” Sprayed Fiberglass Insulation to Slab, R30- wire mesh not required if under 5” in depth, tinting not included (*cannot be taken in addition to #9, #10*)
 - a. Deduct \$30,000- *Pending*
7. Install R30 Closed Cell Spray Polyurethane Foam Insulation, thermal barrier, will not have same acoustical properties as fiberglass (*cannot be taken in addition to #8, #11*)
 - a. Deduct \$50,000- *Pending*
8. Install R30 Open Cell Spray Polyurethane Foam Insulation, will not have same acoustical properties as fiberglass but does have some acoustical properties (*cannot be taken in addition to #8, #9*)
 - a. Deduct \$67,000- *Pending*
9. Delete Curtainwall Glazing at Commercial Areas (Walnut St.) and Replace with Storefront Glass (in original design)
 - a. Deduct \$36,000- *Accepted*
10. Delete Laminated Glazing at Stairtower Curtainwalls, Replace with Clear Tempered Safety Glass
 - a. Deduct \$14,500- *Pending*
11. Delete Painted Silver Finish replace with Clear Anodized Finish (10 year warranty)
 - a. Deduct \$26,000- *Accepted*
12. Delete Insulated Curtainwall Glazing at Spandrels in Stairtower, Replace with Non-Insulated (like the rest of the Stairtower curtainwall)
 - a. Deduct \$1,500- *Accepted*
13. Delete Cast Iron Hub & Spigot Storm Risers, Replace with PVC (this was approved on Trades)
 - a. Deduct \$14,500- *Accepted*
14. Alternate Light Fixture Package- Replace Fixture Type to Equivalent and Fixtures Mounted to Deck instead of using a stem
 - a. Deduct \$7,500- *Pending*



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:** 4th Street Parking Garage**Project Manager(s):** Deb Kunce and Josh Scism, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley; Adam Wason.**Project Description:**

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4th Street Parking Garage. The 4th Street Garage includes demolition of the existing garage and construction of no more than 550 parking spaces.

Included with the anticipated project costs below, the 4th Street Garage shall also include the following sustainable design features as have been contemplated by the RDC and the City:

- At least ten (10) electric vehicle charging stations in an area of priority parking with a design (conduit throughout the facility) that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Solar panels to offset the electric needs of the facility, at a minimum of 12,000 kilowatts. This level of coverage may be revisited after design details have been determined to see if additional solar can be added;
- Bicycle parking for a minimum of fifty (50) bikes, which shall include ten (10) bike lockers. The lockers may be located either inside or outside, or both, as the design determines;
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- A maintenance and caretaking plan for the life of the garage;
- Retail space on the ground floor;
- Two public restrooms;
- A designated area for transportation pickup and dropoff (car share, taxi, Uber, Lyft, etc.);
- Parksmart Sustainability Certification with the goal of achieving silver depending on ultimate facility design; and
- The design will include public art and be architecturally significant.

20-40
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF PUBLIC ART AGREEMENT WITH PROJECT ONE STUDIOS FOR
THE 4TH STREET PARKING GARAGE**

WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4th Street Garage (“Project”); and

WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”); and

WHEREAS, the City of Bloomington Common Council voted to move forward with bonding for the 4th Street Garage in Council Resolution 19-06; and

WHEREAS, a significant part of the Project as outlined in the Form was the inclusion of public art in the design of the garage; and

WHEREAS, City staff have negotiated an agreement with Project One Studio for the inclusion of public art on the outside of the garage in amount that shall not exceed Three Hundred Eighty-Five Thousand Dollars (\$385,000.00) (“Agreement”), which is attached to this Resolution as Exhibit A; and

WHEREAS, there are sufficient funds in the Bond to pay for the Services pursuant to the terms of the Agreement for the Project; and

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

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

1. The Redevelopment Commission reaffirms its support for the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interest.
2. The RDC reaffirms that the Project has a valid public purpose and is an appropriate use of the Bonds.

3. The RDC hereby approves the Agreement with Project One Studio attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed Three Hundred Eighty-Five Thousand Dollars (\$385,000.00) to pay for the public art and related structure for the new 4th Street Parking Garage, pursuant to the terms of the Agreement.
4. The Payment authorized above may be made from the 2019 Bonds. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2021.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
PROJECTIONE LLC
FOR
4th STREET GARAGE PUBLIC ART**

This Agreement, entered into on this ____day of July 2020, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”), and Projectione LLC d.b.a. Project One Studio (“Artist”),

WITNESSETH:

WHEREAS, the City wishes to highlight the role of public art in the community by enhancing the façade of the new 4th Street Parking Garage; and

WHEREAS, the City requires the services of a professional Artist in order to design, fabricate, and install structural art (the “Artwork”) on the façade of the 4th Street Garage (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create Artwork; and

WHEREAS, the Artist has submitted the Proposal (defined below) which has been accepted and approved by the City; and

WHEREAS, the Artist and the City wish to undertake the obligations expressed herein:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services.

1.1 The Artist shall perform all Services and furnish all supplies, material and/or equipment as necessary for the design, fabrication, and installation of the Artwork described in the Artist’s response to the City’s Request for Qualifications and attached and described in **Exhibit A**, “Proposal”, attached to and incorporated into this Agreement, at the location described in **Exhibit B** (“Site”). Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

1.2 The City shall make available to the Artist the necessary background materials and information on matters affecting the Site and installation of the Artwork including, where applicable, a written program of requirements and specifications for the Artwork and the plans for the underlying project (the “Project”).

Article 2. Artist's Obligations.

- 2.1 Artist shall provide the Services under this Agreement with reasonable diligence and shall complete the Services in a good and workmanlike manner, in accordance with the specifications contained within the Proposal and Final Design, as set forth herein (“Specifications”).
- 2.2 The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material or texture of the Artwork not permitted by or not in substantial conformity with the Proposal. A significant change is any change in the scope, design, color, size, material, texture or location on the Site of the Artwork which affects installation, scheduling, Site preparation or maintenance for the Artwork or the concept of the Artwork as represented in the Proposal.
- 2.3 Except as set forth herein, Artist shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.
- 2.4 In the performance of the Services, Artist agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Sean Starowitz as the City’s Project Manager and Josh Scism as the Project Coordinator for the 4th Street Garage construction. Artist agrees that any information or documents, including digital GIS information, supplied by the City below, shall be used by Artist for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.
- 2.5 The Artist shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the City as set forth in this Agreement. To ensure that the Artwork, as installed, shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artist’s proposal shall be reviewed by the City or its designee, as necessary, for approval by the City to ensure compliance with these objectives.
- 2.6 The Artist shall prepare the Artwork design for the approved Proposal.
- 2.7 Prior to submitting a Final Design, the Artist will gain an understanding of the Site’s unique characteristics and coordinate with the City or its designee, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation.
- 2.8 Throughout the Project, the Artist shall provide the City or its designee sufficient detail to permit the City to determine compliance with applicable local, state or federal laws, ordinances and/or regulations, and to obtain any necessary approvals.
- 2.9 The Artist shall complete the installation of the Artwork by the scheduled date as provided in Article 7 of this Agreement.
- 2.10 The Artist shall secure any and all required licenses, permits and similar legal authorizations

at the Artist's expense as may be necessary for the installation of the Artwork at the Site. The City shall cooperate with the Artist to obtain such licenses, permits, or similar legal authorizations.

- 2.11 The Artist shall arrange the transportation and installation of the Artwork in consultation with the City or its designee. If the Artist does not personally install the Artwork, the Artist shall supervise and approve the installation. The Artist is responsible for the installation of the Artwork and for any repair or replacement of any of the Site's components that are damaged as part of the installation of the Artwork.
- 2.12 The Artist shall provide the insurance specified in Article 22 and **Exhibit G**, attached hereto and made a part of this Agreement.
- 2.13 The Artist shall provide the City with a list of all subcontractors and a copy of the agreement between the Artist and each subcontractor.
- 2.14 The Artist shall provide a maintenance manual with a written description of all materials and products utilized in the Artwork and the required care and upkeep involved ("Maintenance Manual"), which shall be attached and incorporated into this Agreement as **Attachment 3**.
- 2.15 The Artist shall be available with reasonable advance notice for meetings, ceremonies, and the like, as necessary.
- 2.16 The Artist acknowledges that, except as otherwise provided herein, until Final Acceptance of the Artwork by the City under Article 10, any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, except that the risk of loss or damage shall be borne by the City prior to Final Acceptance during such periods of time as the partially or wholly completed Artwork is in the custody, control or supervision of the City or its agents for the purposes of transporting, storing, installing or performing any other ancillary services to the Artwork.

Article 3. Intentionally Omitted.

Article 4. City of Bloomington's Obligations.

- 4.1 The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- 4.2 The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, and reports, a list of required permits, licenses, and other authorizations, and other existing relevant data, if any, which is needed by the Artist in order to perform.
- 4.3 The City shall be responsible for compliance with applicable laws and regulations with the exception of required licenses, permits and similar authorizations required to be secured by the Artist under Section 2.8, and shall explain any limitations imposed by such laws and/or regulations to the Artist.

- 4.4 The City shall be responsible for preparation of the Site in accordance with the Specifications detailed in the Final Design in Section 8.4 of this Agreement. The Artist and the City will cooperate to determine reasonable costs for those items that the City will be responsible for in order to prepare the Site for the timely transportation and installation of the Artwork. The City shall be responsible for the completion of Site preparations by the scheduled installation start date as provided in Article 7 of this Agreement or shall notify the Artist in writing of any delays.
- 4.5 The City shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the City's control.

Article 5. Compensation.

- 5.1 The City shall pay Artist for all fees and expenses in an amount not to exceed a total of Three Hundred Eighty-Five Thousand Dollars (\$385,000.00) ("Contract Sum"). The City shall pay the Artist the Contract Sum in accordance with the fee payment schedule ("Project Schedule") set forth in **Exhibit C**, attached hereto and expressly incorporated herein by reference. All payments for the Proposal, Schematic Design, Final Design, redesign services, and the fabrication and installation of the Artwork shall be in accordance with the Project Schedule.
- 5.2 Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Artist within forty-five (45) days of receipt of invoice. Such invoices shall be prepared in a form supported by documentation as the City may reasonably require.
- 5.3 Invoices shall be sent to:
- Sean Starowitz
City of Bloomington
401 N. Morton, Suite 150
Bloomington, Indiana 47404
StarowiS@bloomington.in.gov
- 5.4 Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.
- 5.5 Artist shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for three (3) years after termination or expiration of this Agreement.
- 5.6 If applicable, any sales, use or excise taxes, or similar charges relating to services and materials shall be paid by the City.

- 5.7 If any payment from the City is past due, the Artist will promptly notify the City and the Artist may immediately cease all Services until full payment has been made and the Project Schedule and/or completion date shall be adjusted accordingly. The Artist has no obligation to provide Services unless the City is in good standing and no amounts are owed to the Artist. the City shall pay a finance charge of one and one-half percent (1.5%) per month on past due accounts. Failure to pay invoices in a timely manner is a breach of a material term of this Agreement and payment of late charges does not excuse the City's failure to pay.
- 5.8 If additions or deletions are approved by the City and Artist and made to the Artwork which result in an increase in cost or budget, such increased costs shall be agreed to in writing and paid by the City to the Artist in accordance with this Agreement.

Article 6. Appropriation of Funds.

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 7. Schedule.

- 7.1 The Project Schedule identifies the timeline for the fabrication and installation of the Artwork, including a schedule for submission of progress reports and inspections, if any, to the City for approval. Artist shall perform the Services according to the Project Schedule. The City shall pay the Artist in accordance with the Project Schedule. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties or as otherwise set forth herein.
- 7.2 If, when the Artist completes fabrication or procurement of the Artwork in accordance with the Project Schedule and notifies the City that the Artwork is ready for installation, the Artist is delayed from installing the Artwork within the time specified in the Project Schedule as a result of the construction of the Site not being sufficiently complete reasonably to permit installation of the Artwork therein, the City shall have the option to either (a) promptly reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the Project Schedule for commencement of installation and the date upon which the Site is sufficiently complete reasonably to permit installation of the Artwork; or (b) store the Artwork at its own expense until the Site is ready for the installation of the Artwork.
- 7.3 The City shall always grant a reasonable extension of time to the Artist in the event that there is a delay if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.

Article 8. Design.

8.1 Schematic Design

- a. Within sixty (60) days of the execution of this Agreement, the Artist shall submit to the City's Project Manager the proposed design (the "Schematic Design") in the form of detailed color drawings, models, and/or other documents as are required to present a meaningful representation of the Artwork. The Schematic Design will include a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the installation of the Artwork at the Site and any Site preparations that may be required by the City including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary. The Schematic Design shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved. The Schematic Design of the Artwork shall be incorporated into and made a part of this Agreement by reference as **Attachment 1**.
- b. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense and consistent with general maintenance requirements for upkeep of building façades.
- c. The Schematic Design must include sufficient detail to permit the City to determine compliance with applicable local, state or federal laws, ordinances and/or regulations.

8.2 Approval

- a. Within fifteen (15) days after the Artist submits the Schematic Design, the City will review the submitted Schematic Design. The City or its designee shall notify the Artist whether it approves or disapproves of the Schematic Design. The City shall have discretion to approve outright, approve with conditions, or disapprove the Schematic Design.
- b. The City or its designee shall notify the Artist of any revisions to the Schematic Design determined by the City to be necessary for the Artwork to comply with applicable laws, ordinances and/or regulations and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Schematic Design.

8.3 Redesign

- a. If the City disapproves of the Schematic Design, the City or its designee will notify the Artist in writing of the reasons for such disapproval. In such event, the Artist will submit a revised Schematic Design ("Revised Schematic Design") within ten (10) days after City staff has notified the Artist of its disapproval in writing, addressing the identified reasons.

- b. The Revised Schematic Design will reflect changes made to address the stated reasons for disapproval, as well as any adjustments in the Project Schedule that may be necessary. The City or its designee shall notify the Artist in writing whether the City approves or disapproves of the Revised Schematic Design within ten (10) days after the Artist submits the Revised Design.
- c. If the City shall determine that the Revised Schematic Design is disapproved, the City shall notify the Artist in writing of the reasons for such disapproval. In such event, the Artist shall be afforded an opportunity either to submit a second Revised Schematic Design for the Artwork within a reasonable period of time specified by the City, or the Artist may elect to terminate this Agreement. Within ten (10) days following such submission by the Artist, the City shall notify the Artist in writing whether it approves or disapproves the second Revised Schematic Design. If the City shall determine that the second Revised Schematic Design is disapproved, it shall provide the Artist with a statement in writing of its reasons for disapproval, and either party may either terminate this Agreement or the City may elect to engage Artist for further redesign, redevelopment services for compensation mutually agreed upon by the parties.
- d. If the event either party terminates this Agreement pursuant to Section 8.3(c), the parties shall be under no further obligation to each other as of the date of such termination. The effective date of termination shall be the date either party notifies the other party of its intent to terminate this Agreement pursuant to Section 8.3(c). The parties expressly acknowledge and agree that the Artist is entitled to retain the compensation paid prior to the termination date, and that the parties are under no further obligation to each other. The termination notice shall confirm that the Artist shall retain ownership of the Proposal, all Schematic Designs, Revised Schematic Designs and renderings thereof submitted hereunder.

8.4 Final Design/Construction Documents

- a. The Artist shall prepare structural drawings for the approved Schematic Design (“Final Design”) detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration and maintenance of the Artwork, and shall identify any subcontractors needed to work on the Artwork, including the work to be performed by the subcontractors.
- b. Where appropriate, the Artist shall present such drawings to a qualified engineer, licensed by the State of Indiana and paid by the Artist, for certification that the Artwork will be of adequate structural integrity, and the Artist shall provide the City with such certification, signed and stamped by the licensed engineer.
- c. The Artist shall provide a detailed narrative description of the artwork with explicit detail regarding the overall form or design, scale, dimensions, color, and surface treatment of the Artwork. The Final Design shall be incorporated into and made a part of this Agreement by reference as **Attachment 2**.

Article 9. Installation

- 9.1 Upon the City’s final approval of the fabricated Artwork as being in conformity with the Final Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the Project Schedule.
- 9.2 The Artist will coordinate closely with the City or its designee to ascertain that the Site is prepared to receive the Artwork. The Artist must notify the City or its designee of any adverse conditions at the Site that would affect or impede the installation of the Artwork.
- 9.3 Subject to Article 7, the Artist is responsible for timely installation of the Artwork. Site access procedures will be identified in coordination with the Project Schedule. The Artist may not install the Artwork until authorized to do so by the City.
- 9.4 The Artist will inform the City of the intent to enter into subcontracts for any part of the installation of the Artwork.
- 9.5 The Artist and any assistants or installation subcontractors shall, at the discretion of the City, participate in safety training classes for the purpose of accessing construction zones or the City rights-of-way.
- 9.6 The Artist shall supervise the installation of the Artwork.
- 9.7 Upon installation of the Artwork, the Artist shall provide the City with the Maintenance Manual, along with product data sheets for any material or finish used.
- 9.8 Upon written acceptance of the installation by the City in accordance with the provisions of Article 10 herein, the Artwork shall be deemed to be in the custody of the City for purposes of Section 2.16 and Article 10 of this Agreement.
- 9.9 The City is responsible for the proper care and maintenance of the Artwork after written acceptance of the installation as set forth herein.

Article 10. Approval and Acceptance

- 10.1 The Artist shall notify the City in writing when all Services have been completed in substantial conformity with the requirements of this Agreement and that the Artwork is ready for approval and acceptance.
- 10.2 The City shall, within ten (10) days after the Artist submits written notice pursuant to Section 10.1, notify the Artist of its final acceptance of the Artwork (“Final Acceptance”). Final Acceptance shall be effective as of the earlier to occur of (A) the date of the City’s notification of Final Acceptance or (B) the thirtieth (30th) day after the Artist has sent the written notice to the City required under Section 10.1 unless the City, upon receipt of such notice and prior to the expiration of the 30-day period, gives the Artist written notice specifying and describing the Services which have not been completed. Final Acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Final Design, and that the City confirms that all of the Artist’s Services have been

completed. So long as the Artwork has been completed in substantial compliance with the Final Design (and all related Specifications), the City shall accept the Artwork.

- 10.3 If the City disputes that all the Services have been performed, the City or its designee shall notify the Artist in writing of those services the Artist has failed to perform within ten (10) days after the Artist submitted written notice pursuant to Section 10.1 above. Except as set forth in Section 10.4, the Artist shall promptly perform those services indicated by the City.
- 10.4 If the Artist disputes the City's determination that not all Services have been performed, the Artist shall submit reasons, in writing to the City or its designee, within ten (10) days of the City's notification. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all Services have been performed shall remain with the City.
- 10.5 Within three (3) days of resolution of any disputes that arise under this Article 10, the City or its designee shall notify the Artist of its Final Acceptance of the Artwork.
- 10.6 After Final Acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the City and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork. The City or its designee shall be solely responsible for coordinating public information materials and activities related to public presentations.

Article 11. Representations and Warranties

11.1 Warranties of Title

The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist.
- b. Except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person.
- c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.
- e. The Artwork is free and clear of any liens from any source whatsoever.
- f. All Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
- g. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.

- h. All Services performed hereunder shall be performed in accordance with all applicable laws, regulations, and ordinances, and with all necessary care, skill, and diligence.

These representations and warranties shall survive the termination or expiration of this Agreement.

11.2 Warranties of Quality and Condition

The Artist represents and warrants that:

- a. All work will be performed in accordance with professional standards consistent with the profession in the location and at the time of the rendering of the Services and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for two (2) years after the date of Final Acceptance by the City under Article 10.
- b. The Artwork and the materials used are not currently known to be harmful to public health and safety.
- c. Reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 9.7.
- d. If within two (2) years after Final Acceptance the City observes any breach of warranty described in this Section 11.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.
- e. If within two (2) years after Final Acceptance, the City observes a breach of warranty described in this Section 11.2 that is not curable by the Artist, the Artist shall be responsible for reimbursing the City for damages, expenses, and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Section 11.2 of this Agreement.
- f. If after two (2) years after Final Acceptance the City observes any breach of warranty described in this Section 11.2 that may be curable by the Artist, the City, at its discretion, has the option to either:
 - i. Contact the Artist to make or supervise repairs or restorations at a reasonable fee; or
 - ii. Seek the services of a qualified restorative conservator and maintenance

expert.

11.3 **Acceptable Standard of Display**

The Artist represents and warrants that:

- a. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
- b. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
- c. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
- d. To the extent the Artwork incorporates products covered by a manufacturer's warranty, the Artist shall provide copies of such warranties to the City.

11.4 **Disclaimer of Warranties.**

Except as otherwise specifically provided, no other warranty or representation, either express or implied, is included or intended in the Artist's proposals, reports, deliverables, and/or communications. The warranties in Section 11.2 are conditional, and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications, including the Maintenance Manual, and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired. THE ARTIST DISCLAIMS ANY WARRANTIES ARISING OUT OF THE CITY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY DAMAGES OR LOSSES TO THE ARTWORK ARISING OUT OF VANDALISM, INTENTIONAL DAMAGES OR OTHER ACTS OUTSIDE THE REASONABLE CONTROL OF THE PARTIES.

THE CITY'S EXCLUSIVE REMEDY AND THE ARTIST'S ENTIRE LIABILITY ARISING FROM OR IN CONNECTION WITH THE SERVICES AND THE ARTWORK (INCLUDING WITHOUT LIMITATION FOR BREACH OF WARRANTY OR INFRINGEMENT) SHALL BE, AT THE ARTIST'S SOLE OPTION, THE MODIFICATION OR REPLACEMENT OF THE SERVICES OR ARTWORK OR A REFUND OF ALL OR PART OF THE FEES FOR THE SERVICE PERFORMED.

This Section will survive termination or expiration of this Agreement for any reason.

11.5 The City's Representations and Warranties

The City covenants, represents, and warrants all of the following:

- a. It guarantees the accuracy, timeliness, and completeness of all information submitted to the Artist.
- b. It is solely responsible for compliance with all federal, state, and local laws, rules, regulations, executive orders, ordinances, standards, and best practices applicable to the City.
- c. It has the legal power and authority to enter into this Agreement; and entering into this Agreement does not conflict with or result in any breach or violation of any of the terms and provisions of any agreement, judgment, order, statute or other instrument or restriction of any kind binding the City.

11.6 LIMITATION OF LIABILITY.

EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY PERSON OR ENTITY CLAIMING ANY RIGHT BY OR THROUGH THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR THE LOSS OF ANTICIPATED PROFITS, ARISING FROM THE PERFORMANCE OR BREACH OF ANY PROVISION OF THIS AGREEMENT BY EITHER PARTY EVEN IF NOTICE IS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, BOTH PARTIES AGREE THAT IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.

Article 12. Maintenance, Repairs, and Restoration.

- 12.1 In accordance with Section 2.14, the Artist shall provide the City with a detailed Maintenance Manual with a description of all materials and products utilized in the Artwork and instructions for the required care and upkeep necessary to maintain the Artwork. The City recognizes that maintenance will be a regular part of the upkeep on the Artwork, and the City will be solely obliged to maintain the Artwork after Final Acceptance, as defined and outlined in Article 10. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restoration to the Artwork will be made. To the extent practical and if the Artist has maintained current address and contact information with the City, the City shall give the Artist an opportunity to consult on repairs or restorations in addition to those described in the Maintenance Manual during the ten (10) years following Final Acceptance of the Artwork.
- 12.2 The City recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The City shall reasonably assure that the Artwork is properly maintained and protected, taking into account the instructions of the Artist provided in the Maintenance Manual, and shall reasonably protect and maintain the Artwork against the

ravages of time, vandalism and the elements.

- 12.3 The City shall have the right to determine when and if repairs and restorations to the Artwork will be made. The Artist shall have the right to approve all repairs and restorations, provided, however, that the Artist shall not unreasonably withhold approval for any repair or restoration of the Artwork. If the Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, the Artist, shall be given the opportunity to make or personally supervise significant repairs and restorations and shall be paid a reasonable fee for any such services, provided that the City and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services. All repairs and restorations shall be made in accordance with recognized principles of conservation.
- 12.4 The City agrees that it will not intentionally damage, alter, modify or change the Artwork without the prior written approval of the Artist. The City shall notify the Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork. Nothing in this Section will preclude any right of the City (A) to remove the Artwork from public display or (B) to destroy the Artwork.
- 12.5 The Owner agrees not to arbitrarily remove or relocate the Artwork without first notifying the Artist in writing.

Article 13. Termination.

- 13.1 Excluding payment obligations hereunder, either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, acts of nature; war or warlike operation; superior governmental regulation or control; public emergency; or strike or other labor disturbances. Notice of termination of this Agreement will be given to the non-terminating party in writing not less than fifteen (15) days prior to the effective date of termination.
- 13.2 The City may terminate this Agreement without cause upon sixty (60) days' written notice to the Artist. The City shall pay the Artist for Services performed and commitments made prior to the date of the termination notice, consistent with the Project Schedule, and expressly subject to Section 17.1.
- 13.3 The Artist may terminate this Agreement in the event the City is more than sixty (60) days late in making any payment due pursuant to Article 5, provided, however, nothing herein will prevent the Artist bringing suit based on the City's breach of contract.
- 13.4 If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective

date of the notice to cure the default. If it is not cured by that time, this Agreement will terminate.

- 13.5 Upon termination of this Agreement prior to completion and Final Acceptance of the Artwork, all finished and unfinished drawings, sketches, photographs and other work products or deliverables prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist.

Article 14. Identity of the Artist

Artist acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel identified in **Exhibit D**, attached hereto and incorporated herein by reference whom Artist has represented will be responsible for the material completion of the Artwork (“Principal Personnel”). Artist thus agrees that the work to be done pursuant to this Agreement shall be performed by the Principal Personnel, and such other personnel in the employ under contract or under the supervision of Artist. The City reserves the right to reject any of the Artist's personnel or proposed outside professional sub-contractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Artist shall represent the best judgment of Artist based upon the information currently available and upon Artist's background and experience with respect to projects of this nature. It is recognized, however, that neither Artist nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Artist cannot and does not warrant or represent that the proposals or construction bids received will not vary from the opinions of probable construction cost estimates provided pursuant to this Agreement.

Article 16. Intentionally Omitted.

Article 17. Ownership of Documents and Intellectual Property.

- 17.1 Subject to payment in full of all amounts due and payable to Artist hereunder, the Artist hereby grants to the City a limited, revocable, royalty-free license for non-commercial purposes to publicly exhibit the Proposal, Schematic Design, and/or Final Designs. All reproductions by the City shall contain a copyright notice in the Artist's name as required by law and a credit to the Artist in substantially the following form: [Artist's name, Artwork title, date of publication]. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, as the sole author of the Artwork for the duration of the copyright. Intellectual property, including all Proposals, Schematic Designs, Final Designs, or other designs, drawings, sketches, photographs, renderings, or other materials or work product related to the Artwork or Services and in any other documentation made by the Artist pertaining to the Artwork developed, utilized or modified in the performance of the Services shall remain the sole property of Artist.

- 17.2 In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate two-or three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future works in the Artist's manner and style of artistic expression.
- 17.3 The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, exhibition catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner. All reproductions by the City shall contain a copyright notice in the Artist's name as required by law and a credit to the Artist in substantially the following form: [Artist's name, Artwork title, date of publication].
- 17.4 The Artist shall, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.
- 17.5 The City shall not make any commercial uses of the Artwork unless and until the parties enter a separate agreement governing the terms of a royalty-bearing license to use reproductions of the Artwork. Notwithstanding anything contained herein to the contrary, neither party shall be obligated to enter into any further agreements regarding the Artwork.
- 17.6 The City is not responsible for any third party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of the Artist.
- 17.7 The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to the City in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City of Bloomington, Indiana."

Article 18. Artist's Rights.

- 18.1 The Artist retains all rights under state and federal laws, including §106A of the Copyright Act of 1976.
- 18.2 If any alteration or damage to the Artwork occurs, or the Artwork is removed or relocated, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this Agreement. Upon written request, the City shall remove the identification plaque and all attributive references to the Artist at its own expense within thirty (30) days of receipt of the written request. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such written request. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.
- 18.3 Article 18 is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

Article 19. Permanent Record.

The City shall maintain on permanent file a record of this Agreement and of the location and disposition of the Artwork.

Article 20. Independent Contractor Status.

During the entire term of this Agreement, Artist shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Artist shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 21. Indemnification.

21.1 The City shall defend, indemnify, and hold harmless the Artist, its members, owners, officers, employees, independent contractors, and agents, from and against all losses, claims, liabilities, or damages and any related costs and expenses, including court costs and reasonable attorneys' fees arising out of, or in any way related to any claim or action against the Artist arising out of or in any way related to a breach of this Agreement by the City; a breach of any agreement between the City and its employees, vendors, independent contractors, suppliers, clients or customers, or any act, omission, negligence, or willful misconduct of the City.

21.2 The Artist shall defend, indemnify, and hold harmless the City, its members, owners, officers, employees, independent contractors, and agents, from and against all losses, claims, liabilities or damages and any related costs and expenses, including court costs and reasonable attorneys' fees arising out of, or in any way related to any claim or action against the City arising out of or in any way related to a breach of this Agreement by the Artist, a breach of any agreement between the Artist and its employees, vendors, clients or customers; or any act, omission, negligence, or willful misconduct of the Artist.

Article 22. Insurance.

During the performance of any and all Services under this Agreement, Artist shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

The Artist shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement, which shall be attached to this Agreement as **Exhibit G**. Approval of the insurance by the City shall not relieve or decrease the extent to which Artist may be held responsible for payment of damages resulting from Artist's provision of the Services or its operations under this Agreement. If the Artist fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 23. Conflict of Interest.

The Artist declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. The Artist agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 24. Waiver.

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 25. Severability and Survival.

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void. The provisions entitled "Representations and Warranties," "Ownership of Documents and Intellectual Property," "Artist's Rights and Alteration or Removal of Artwork," "Limitation of Liability," "Indemnification," "Jurisdiction," and "Attorney's Fees" will survive the termination of this Agreement in accordance with their terms.

Article 26. Assignment.

Neither the City nor the Artist shall assign any rights nor delegate any duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to

an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 27. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Artist.

Article 28. Governing Law and Venue; Attorneys' Fees.

28.1 **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

28.2 **Attorneys' Fees.** If any legal action or other proceedings is brought for a breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.

Article 29. Non-Discrimination.

Artist shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

The Artist understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Artist believes that a City employee engaged in such conduct towards the Artist and/or any of its employees, the Artist or its employees may file a complaint with the City department head in charge of the Artist'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.

Article 30. Compliance with Laws.

In performing the Services under this Agreement, the Artist shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, the Artist shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 31. E-Verify.

Artist 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). Artist

shall sign an affidavit, attached as **Exhibit E**, affirming that Artist 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.

Artist and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Artist or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Artist or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Artist or subcontractor of the contract violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Artist or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Artist or subcontractor did not knowingly employ an unauthorized alien. If the Artist or subcontractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the Agreement, unless the City Commission or City that entered into the Agreement 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 Artist. If the City terminates the Agreement, the Artist or subcontractor is liable to the City for actual damages.

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

Article 32. Steel or Foundry Products.

32.1 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 the Artist in writing of this fact.

32.2 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.”

32.3 Domestic Foundry products are defined as follows:

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

- 32.4 The United States is defined to include all territory subject to the jurisdiction of the United States.
- 32.5 The City may not authorize or make any payment to the Artist unless the City is satisfied that the Artist has fully complied with this provision.

Article 33. Performance Bond and Payment Bond

- 33.1 For contracts in excess of \$100,000, the Artist shall provide the City with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount. Proof of the Bonds shall be attached to this Agreement as **Attachment 3**.
- 33.2 Failure by the Artist to perform the work in a timely or satisfactory fashion may result in forfeiture of the Artist's Performance Bond.
- 33.3 Failure by the Artist to pay for labor and services performed, material furnished or services rendered may result in forfeiture of the Artist's Payment Bond.
- 33.4 If the surety on any bond furnished by the Artist 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, the Artist shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to the City.
- 33.5 Payment of Subcontractors the Artist shall pay all subcontractors, laborers, material suppliers and those performing services to the Artist on the project under this Agreement. The City may, as a condition precedent to any payment hereunder, require the Artist to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to the Artist. Upon receipt of a lawful claim, the City shall withhold money due to the Artist in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to the Artist.
- 33.6 The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the Artist.

Article 34. Notices.

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

City of Bloomington
Attn: Sean Starowitz
401 N. Morton, Suite 150
Bloomington, Indiana 47402

With a copy to:
Larry D. Allen

Artist:

Project One Studio
Attn: Kyle Perry
3151 Kirkbride Way, Ste. C
Indianapolis, IN 46222

With a copy (via email) to:
Hannah Kaufman Joseph

City of Bloomington Legal Department
401 N. Morton St., Ste. 220
legal@bloomington.in.gov

Jeselskis Brinkerhoff and Joseph, LLC
hjoseph@jbjlegal.com

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

Article 35. Intent to be Bound.

The City and Artist each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 36. Integration and Modification.

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Artist. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 37. Non-Collusion.

Artist is required to certify that it has not, nor has any other member, representative, or agent of Artist, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Artist shall sign an affidavit, attached hereto as **Exhibit F** and expressly incorporated herein by reference, affirming that Artist has not engaged in any collusive conduct.

This Agreement may be modified only by a written amendment signed by both parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

PROJECTIONE LLC

Philippa M. Guthrie, Corporation Counsel

Kyle Perry, Owner

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

Cindy Kinnarney, Secretary

EXHIBIT A

Proposal

The Services shall include the following:

EXHIBIT A-1

Budget

Description	Percentage of Budget	Amount
<u>Artist's Fee</u>	<u>15%</u>	<u>57,750</u>
<u>Construction</u>	<u>85%</u>	<u>\$327,250</u>
TOTAL	100%	\$385,000

EXHIBIT B
Site

EXHIBIT C

Project and Payment Schedule

Target Item	Payment Percentage	Payment Amount
1. Execution of Agreement (Acknowledging the City's Acceptance of the Proposal)	30% of Contract Sum	\$115,500
2. Acceptance and Approval of Final Design	30% of Contract Sum	\$115,500
2. 50% Fabrication	30% of Contract Sum	\$115,500
4. Final Acceptance	10% of Contract Sum	\$38,500

EXHIBIT D

Principal Personnel

Kyle Perry, Member
317.698.8593
kyle@p1-studio.com

Adam Buente, Member
812.480.6006
adam@p1-studio.com

EXHIBIT E

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2020-.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

PROJECTIONE LLC

By: _____

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 _____, 2020.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

EXHIBIT G
Proof of Insurance

[Attached]

Attachment 1
Schematic Design

Attachment 2

Final Design

Attachment 3

Proof of Performance and Payment Bonds

[Attached]

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: 4th Street Parking Garage

Project Manager(s): Deb Kunce and Josh Scism, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley; Adam Wason.

Project Description:

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4th Street Parking Garage. The 4th Street Garage includes demolition of the existing garage and construction of no more than 550 parking spaces.

Included with the anticipated project costs below, the 4th Street Garage shall also include the following sustainable design features as have been contemplated by the RDC and the City:

- At least ten (10) electric vehicle charging stations in an area of priority parking with a design (conduit throughout the facility) that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Solar panels to offset the electric needs of the facility, at a minimum of 12,000 kilowatts. This level of coverage may be revisited after design details have been determined to see if additional solar can be added;
- Bicycle parking for a minimum of fifty (50) bikes, which shall include ten (10) bike lockers. The lockers may be located either inside or outside, or both, as the design determines;
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- A maintenance and caretaking plan for the life of the garage;
- Retail space on the ground floor;
- Two public restrooms;
- A designated area for transportation pickup and dropoff (car share, taxi, Uber, Lyft, etc.);
- Parksmart Sustainability Certification with the goal of achieving silver depending on ultimate facility design; and
- The design will include public art and be architecturally significant.

Project Timeline: **Start Date:** **Spring 2019**
 End Date: **Fall 2021**

Financial Information:

Estimated full cost of project:	\$18,540,000
Sources of funds:	2019 TIF Revenue Bonds; Consolidated TIF

Project Phases:

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract		
1a. Demolition Design	\$ 36,000	2019
1b. Construction Design	\$ 675,100	2019-20
1c. Site Investigation/Study Allowances	\$23,500	2019
1d. Parksmart Fees	\$8,000	2020-21
1e. Utility Locates Allowance	\$14,000	2019-20
1f. Reimbursable Allowance	\$11,250	2019-21
1g. Alternates – Signage and Solar	\$23,000	2020
2 Construction Manager Contract	\$20,000 + 2.25%	2019 – 2020
3 Demolition of Old Fourth Street Garage	\$1,482,393	Summer - Fall 2019
4 Construction	\$15,897,585	Nov. 2019 – Dec. 2021
4a. Foundation and Site Conditions	\$1,231,690	Nov. 2019 – Spring 2020
4b. Piers, Hardscape, Utilities, Elevators	\$1,557,166	June 2020 –Dec. 2021
4c. Construction	\$13,108,729	July 2020 –Dec. 2021
5 Public Art	\$385,000	Fall 2019 - 2020
6 Contingency	\$ TBD	Fall 2019 – 2020
7 Utility Relocation	\$63,830.36	Fall 2019
8 Attorneys Fees	\$62,250	2020

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 18-68 – Approval of Initial Resolution for Garage Bonds
19-26 – Project Review and Approval Form
19-33 – Addendum to CSO Architects Contract
19-58 – Approval of Amendment Project Review and Approval Form
19-59 – Second Addendum to CSO Contract - Construction Design
19-66 – Approval of Funding for AT&T Relocation Services
19-67 – Approval of Demolition Guaranteed Maximum Price
19-97 – Approval of Pier and Site Conditions Guaranteed Maximum Price
20-31 – Approval of Third Guaranteed Maximum Price
20-39 – Approval of Fourth Guaranteed Maximum Price
20-40 – Public Art Agreement with Project One Studio

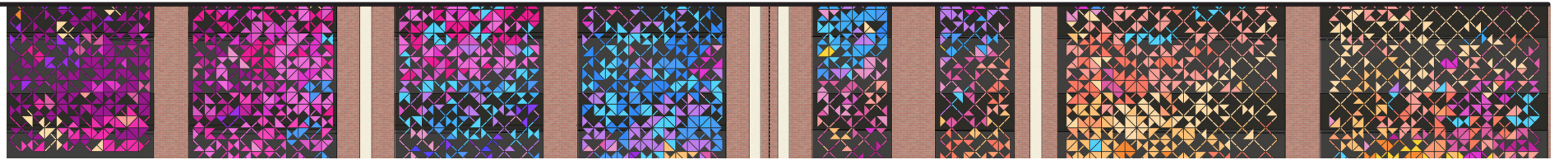
To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

4th St Parking Garage Public Art - *Urban Fabric*

Concept Design - 12/2/19

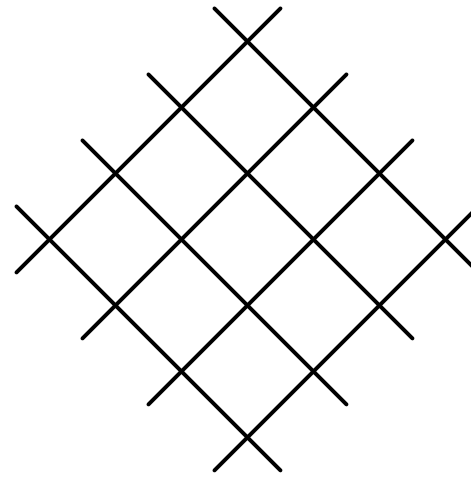


Project Description:

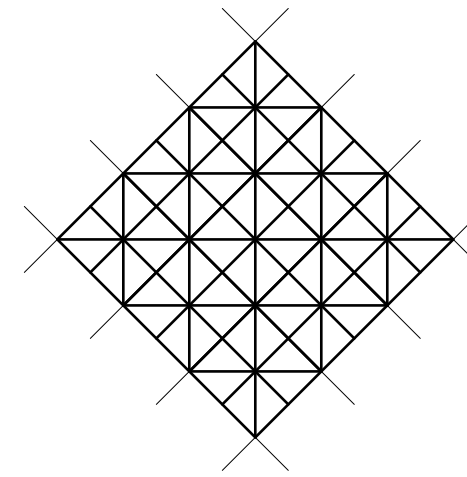
A critical element of this design challenge was creating a highly complex and visually interesting piece, while meeting a budget that would fit in the scope of the overall construction project. Typically over-designed art projects are “value engineered” and simplified down to a reduced version of the original design. We took a different approach, focusing on developing a system from the ground up that is simple to fabricate, install, and quote, while also accomplishing all of our conceptual goals right from the beginning.

Conceptually we sought to create an exciting and uplifting piece that represents the diversity and inclusiveness of Bloomington, as well as its dedication to public art. Our approach to the project looks at traditional quilts for inspiration. A basic quilt block is subdivided in a few simple ways using numerous types of fabric to create unique patterns. Through design and limited variables, a few key moves transform very modest parts into a complex textural fabric.

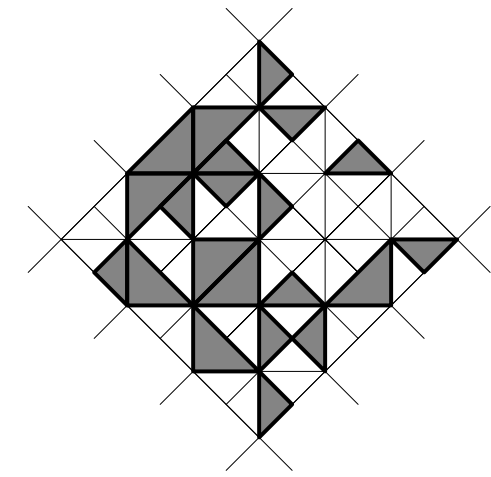
We drew a connection from this to the vibrancy and uniqueness of the city and its visitors. Local businesses and life-long residents interact with thousands of students from all over the globe in this diverse community. We were able to take formal cues from a quilt to describe the vibrant *Urban Fabric* of Bloomington in a very bold way. Nearly 10,000 colorful parts come together to transform a typically underutilized parking garage facade into a representation of the city.



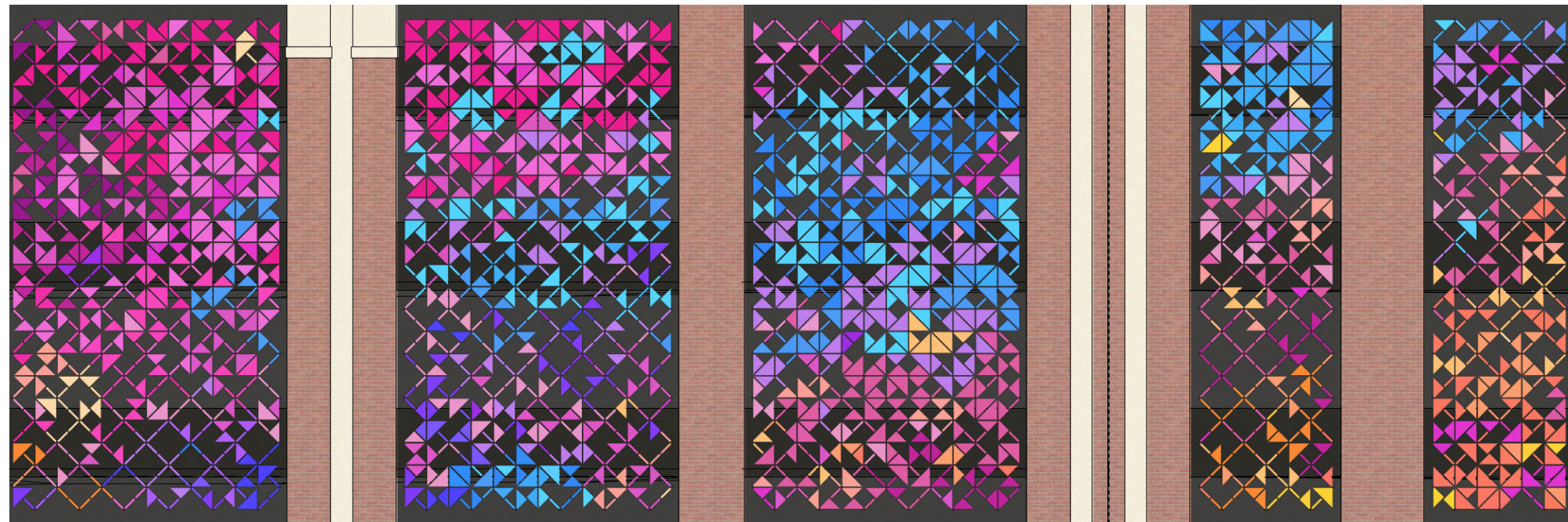
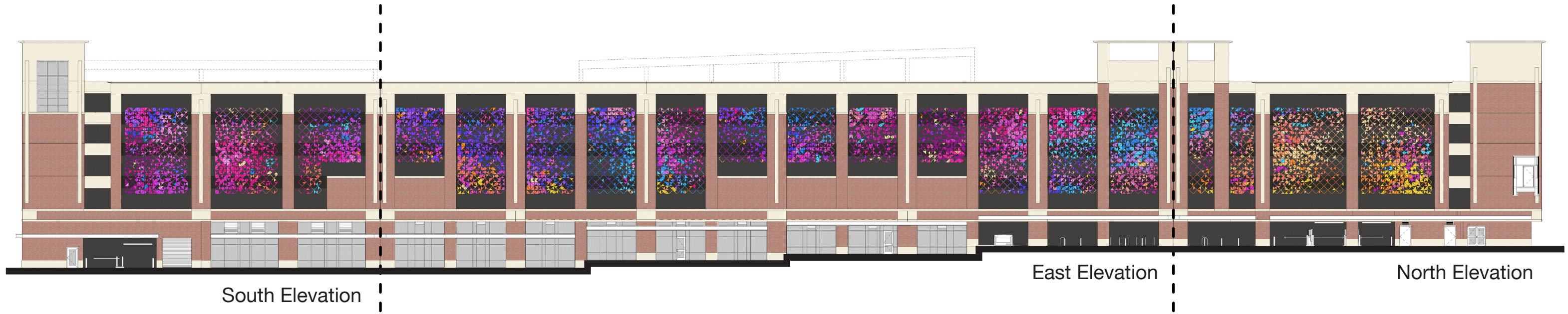
Quilt grid



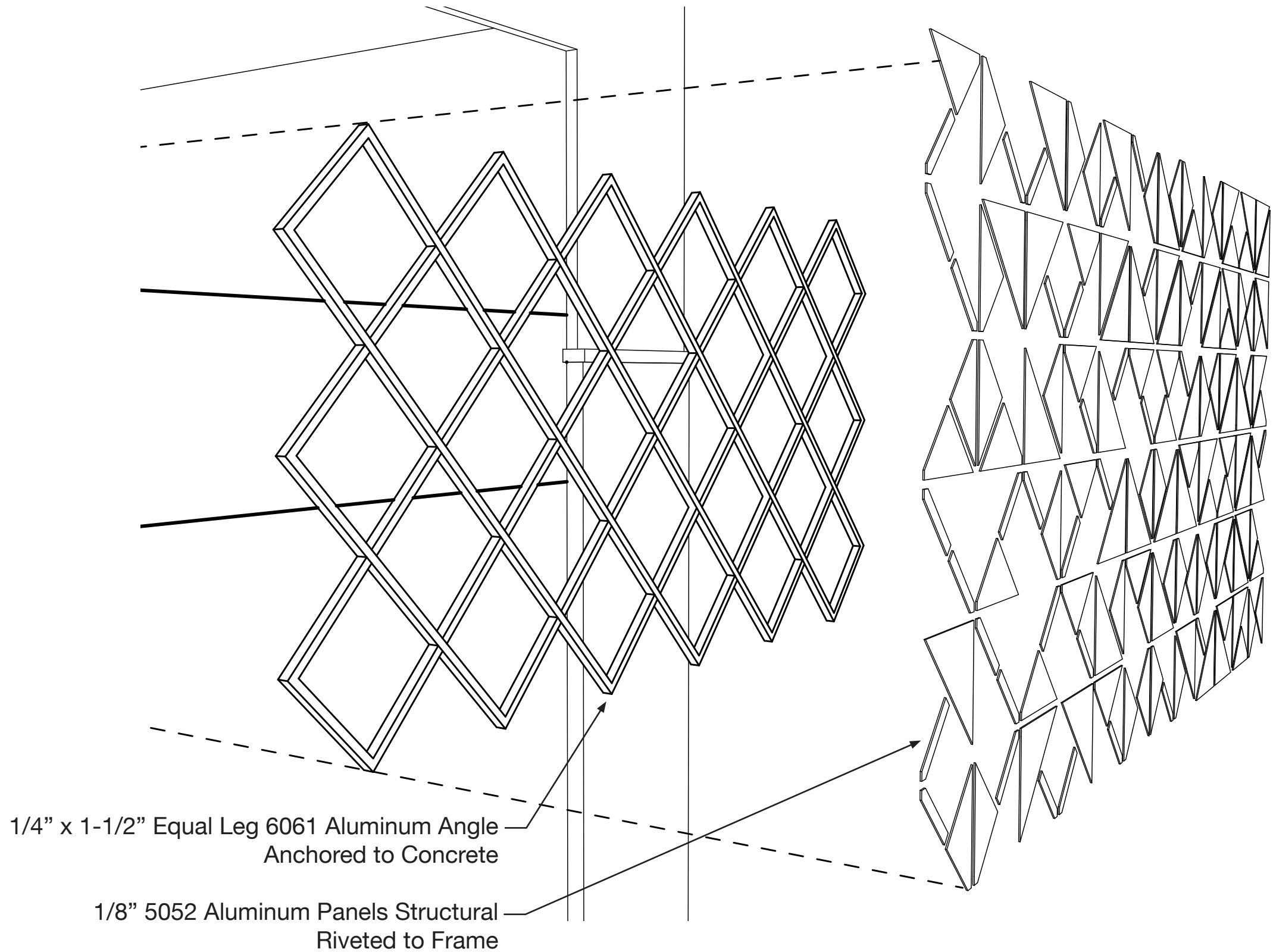
Subdivided blocks



Block patterns



Project Statistics:
9440 panels
3134 sqft of panel surface area
36% coverage within artwork boundary
64% open for natural lighting and fume exhaust
Frame: Aluminum Angle
Panels: Aluminum (painted finish)



1/4" x 1-1/2" Equal Leg 6061 Aluminum Angle
Anchored to Concrete

1/8" 5052 Aluminum Panels Structural
Riveted to Frame

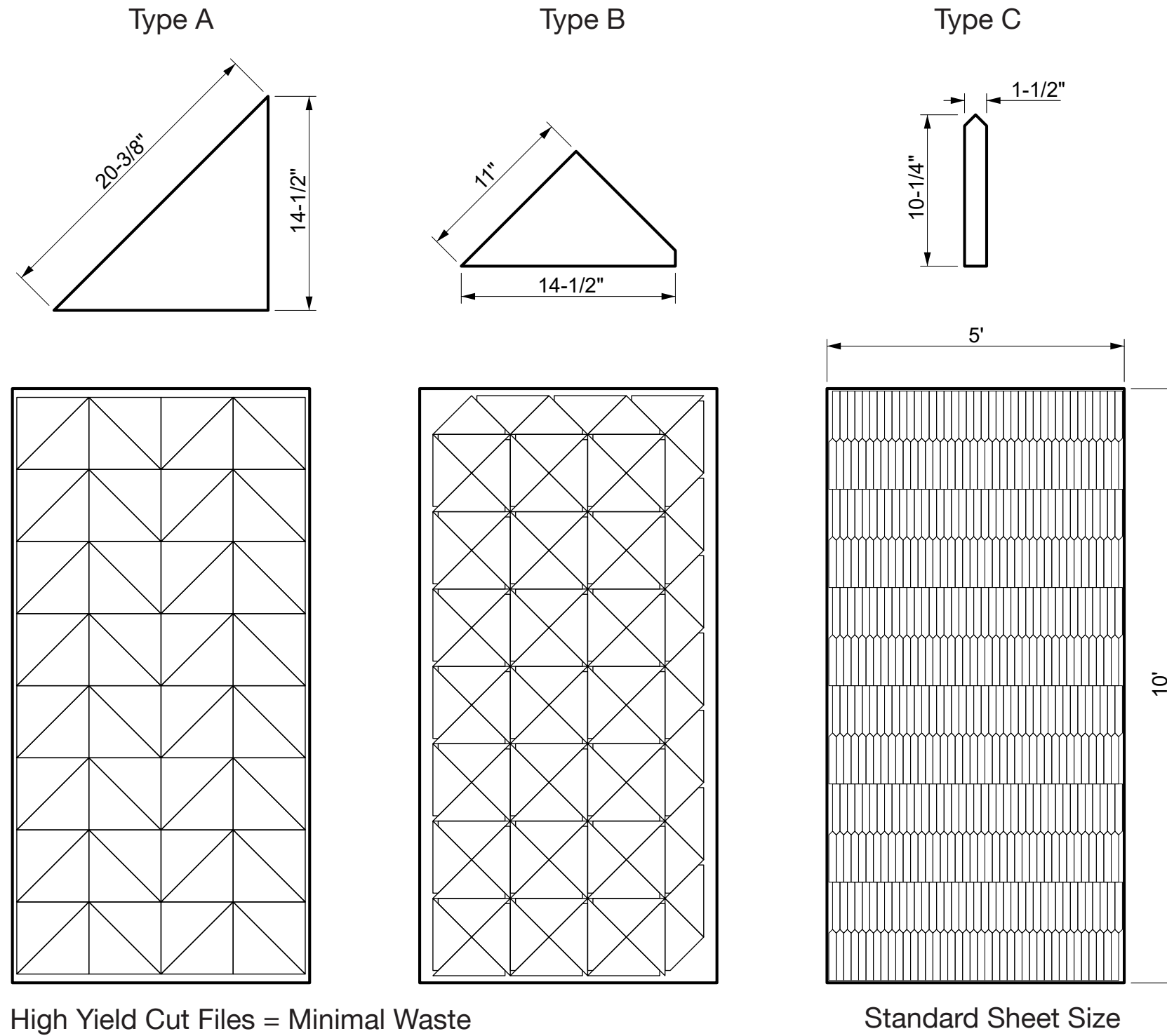
Basic Assembly Diagram

Budget Conscious Design:

Frame dimensions developed to fit well in standard material lengths.

Frame is a repetitive system with all 90 degree cuts (no custom angles) and unfinished to reduce cost.

Simple fabrication, assembly, and installation techniques using custom organization creates complexity from simplicity.



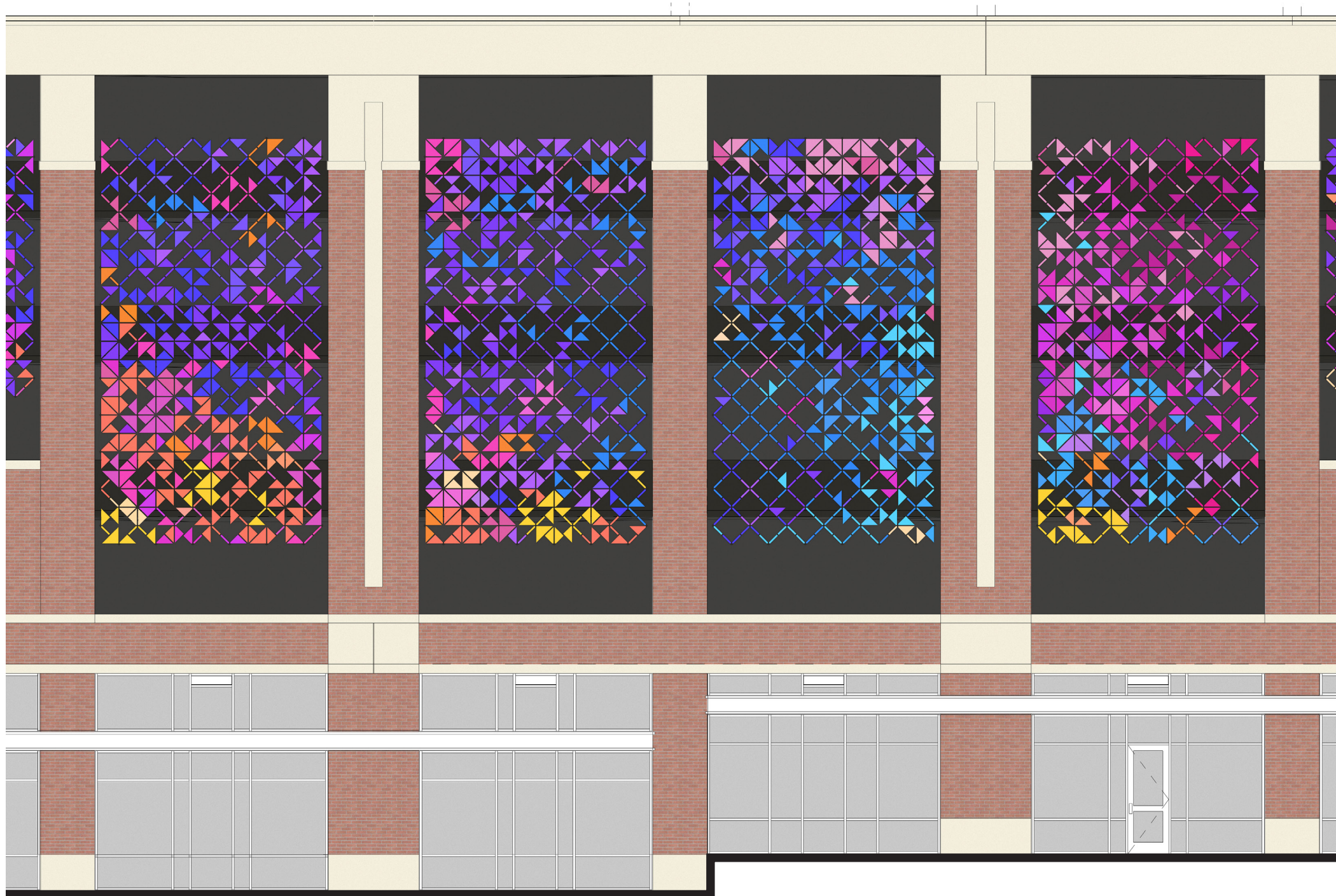
Budget Conscious Design:

3 part types to limit customized component count. Rotation, placement, and color provides variation across the facade.

Panel dimensions developed to fit in standard material sheet sizes.

Scale, surface area, and materials have been chosen through budget discussions with an Indianapolis-based, large-scale public art fabrication company, Ignition Arts, who we have a good working relationship with.

Part Type Diagram



Color and Composition:

Each bay thoughtfully considered as an individual composition within the whole.

Hues were selected to compliment the architectural material palette.

Color range limited to 30 specific colors, without losing interest in the overall composition.

Levels of porosity are balanced throughout the project to provide variation and visual interest.



Preferred Dark Concrete Crashwalls

Light Concrete Crashwalls

Crashwall Color:

A dark finish on the concrete would allow them to blend in with the natural shadow of the garage openings and be less visually dominant. This would help the artwork appear cohesive across the facade, and won't wash out the vivid colors.

We recommend this detail be added to the architectural package, as it cannot fit within the artwork budget/scope.

**20-41
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PAYMENT OF LEGAL FEES FOR THE 4TH STREET PARKING
GARAGE**

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4th Street Garage (“Project”); and
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”), which was approved by the City of Bloomington Common Council in Council Resolution 19-06; and
- WHEREAS, after receiving input from the Common Council, the RDC requested that the Project include mixed-use space on the first floor and contemplated the acquisition of neighboring property for an expansion of the public parking garage to serve the total downtown area; and
- WHEREAS, City staff attempted to negotiate a sale price with the owner, but the City’s attempts at acquiring the property were unsuccessful; and
- WHEREAS, while continuing negotiations for purchase, the City of Bloomington initiated a condemnation action under its eminent domain power in the Monroe County Circuit Court to obtain the property for a court-determined fair market value; and
- WHEREAS, the court found that the 4th Street Garage would not serve a public purpose if it contained City-owned commercial space on the first floor, and would not permit the City to submit updated petition that excluded any non-residential, non-parking space on the first floor of the garage; and
- WHEREAS, pursuant to the requirements of Indiana Code Section 8-23-17-27, the City is responsible to pay certain legal fees of the landowner; and
- WHEREAS, the parties mutually agreed to legal fees in the amount of \$62,250.00, and the court order approving those fees and costs is attached to this Resolution as Exhibit A; and

WHEREAS, under Indiana Code 36-7-14-25.1 and 36-7-14-39, expenses for local public improvements and legal fees related to the acquisition and redevelopment of property are proper TIF and TIF Bond expenditures; and

WHEREAS, there are sufficient funds budgeted in the Consolidated TIF and 2019 TIF Bonds to cover the cost of the legal fees; and

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

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

1. The Redevelopment Commission reaffirms its support for the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interest.
2. The RDC reaffirms that the Project has a valid public purpose and is an appropriate use of the Consolidated TIF and Bonds.
3. The RDC hereby approves the payment of legal fees related to the attempted acquisition of property pursuant to the Monroe County Circuit Court’s order, which is attached to this Resolution as Exhibit A. The RDC authorizes the City of Bloomington to expend an amount not to exceed Sixty-Two Thousand Two Hundred Fifty Dollars (\$62,250.00) to pay for the legal fees.
4. The Payment authorized above may be made from the either the Consolidated TIF or the 2019 TIF Bonds. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on August 31, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

STATE OF INDIANA)
) SS:
COUNTY OF MONROE) CAUSE NO.: 53C06-1906-PL-001293

CITY OF BLOOMINGTON, INDIANA,)
)
) Plaintiff,)
)
) v.)
)
) 222 HATS LLC, and GERMAN AMERICAN)
) BANCORP, INC.,)
)
) Defendants.)
)
)

AMENDED AGREED ORDER ON ATTORNEYS' FEES AND COSTS

Defendant, 222 Hats, LLC (“Landowner”), has filed with the Court its Motion for Attorneys’ Fees and Costs.

Plaintiff, City of Bloomington, Indiana (“City”), filed its Objection to Defendant’s Motion for Attorneys’ Fees and Costs.

Landowner and City have agreed to the amount of attorneys’ fees and costs to which Landowner is entitled, pursuant to IC 8-23-17-27.

IT IS THEREFORE ORDERED that City shall, within thirty (30) days of the entry of this Order, pay to Landowner the amount of sixty-two thousand two-hundred fifty dollars (\$62,250), pursuant to IC 8-23-17-27, in full satisfaction of Landowner’s request for attorneys’ fees and costs in this case, by sending a check, made payable to Cohen & Malad, LLP, to J. Eric Rochford, Cohen & Malad, LLP, One Indiana Square, Suite 1400, Indianapolis, IN 46204.

AGREED TO:

/s/ Michael M. Rouker
Michael M. Rouker / #28422-53
*Attorney for Plaintiff, City of Bloomington,
Indiana*

/s/ J. Eric Rochford
J. Eric Rochford / #29742-29
David L. Ferguson / #8111-53
*Attorneys for Landowner, 222 Hats,
LLC*

SO ORDERED on this 13th day of July, 2020:



Judge, Monroe Circuit Court

Copies to:

J. Eric Rochford
erochford@cohenandmalad.com

David L. Ferguson
dlf@ferglaw.com

Michael Rouker
roukerm@bloomington.in.gov

Jason Lee McAuley
jason@kochmcauley.com

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.
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To Be Completed by Requesting Party:

Project Name: 4th Street Parking Garage

Project Manager(s): Deb Kunce and Josh Scism, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley; Adam Wason.

Project Description:

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4th Street Parking Garage. The 4th Street Garage includes demolition of the existing garage and construction of no more than 550 parking spaces.

Included with the anticipated project costs below, the 4th Street Garage shall also include the following sustainable design features as have been contemplated by the RDC and the City:

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- Solar panels to offset the electric needs of the facility, at a minimum of 12,000 kilowatts. This level of coverage may be revisited after design details have been determined to see if additional solar can be added;
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- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- A maintenance and caretaking plan for the life of the garage;
- Retail space on the ground floor;
- Two public restrooms;
- A designated area for transportation pickup and dropoff (car share, taxi, Uber, Lyft, etc.);
- Parksmart Sustainability Certification with the goal of achieving silver depending on ultimate facility design; and
- The design will include public art and be architecturally significant.

Project Timeline: **Start Date:** **Spring 2019**
 End Date: **Fall 2021**

Financial Information:

Estimated full cost of project:	\$18,540,000
Sources of funds:	2019 TIF Revenue Bonds; Consolidated TIF

Project Phases:

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
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1a. Demolition Design	\$ 36,000	2019
1b. Construction Design	\$ 675,100	2019-20
1c. Site Investigation/Study Allowances	\$23,500	2019
1d. Parksmart Fees	\$8,000	2020-21
1e. Utility Locates Allowance	\$14,000	2019-20
1f. Reimbursable Allowance	\$11,250	2019-21
1g. Alternates – Signage and Solar	\$23,000	2020
2 Construction Manager Contract	\$20,000 + 2.25%	2019 – 2020
3 Demolition of Old Fourth Street Garage	\$1,482,393	Summer - Fall 2019
4 Construction	\$15,897,585	Nov. 2019 – Dec. 2021
4a. Foundation and Site Conditions	\$1,231,690	Nov. 2019 – Spring 2020
4b. Piers, Hardscape, Utilities, Elevators	\$1,557,166	June 2020 –Dec. 2021
4c. Construction	\$13,108,729	July 2020 –Dec. 2021
5 Public Art	\$385,000	Fall 2019 - 2020
6 Contingency	\$ TBD	Fall 2019 – 2020
7 Utility Relocation	\$63,830.36	Fall 2019
8 Attorneys Fees	\$62,250	2020

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 18-68 – Approval of Initial Resolution for Garage Bonds
19-26 – Project Review and Approval Form
19-33 – Addendum to CSO Architects Contract
19-58 – Approval of Amendment Project Review and Approval Form
19-59 – Second Addendum to CSO Contract - Construction Design
19-66 – Approval of Funding for AT&T Relocation Services
19-67 – Approval of Demolition Guaranteed Maximum Price
19-97 – Approval of Pier and Site Conditions Guaranteed Maximum Price
20-31 – Approval of Third Guaranteed Maximum Price
20-39 – Approval of Fourth Guaranteed Maximum Price
20-40 – Public Art Agreement with Project One Studio
20-41 – Approval of Payment of Legal Fees

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

20-42
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING FOR DUE DILIGENCE INSPECTIONS OF THE
WALDRON ARTS CENTER

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF, and
- WHEREAS, in 2010, the City of Bloomington conveyed real estate located at 122 S. Walnut Street, commonly known as the John Waldron Arts Center (“Waldron”) to Ivy Tech Community College of Indiana (“Ivy Tech”) with a Real Estate Convenyance Agreement (“Agreement”); and
- WHEREAS, under the terms of the Agreement, Ivy Tech could convey the building back to the City if they believed they could not use the building in accordance with the Waldron’s use restrcitions; and
- WHEREAS, on May 29, 2020, Ivy Tech notified the City of its intent to reconvey the Waldron back to the City; and
- WHEREAS, prior to the City closing on the conveyance of the Waldron, it is necessary to conduct inspections of the building, its systems, and its roof as part of the City’s due diligence; and
- WHEREAS, City staff have negotiated two agreements for the inspection of the Waldron and its roof with Tabor/Bruce Architecture and Design, Inc (“Tabor/Bruce”) and Quality Roofing Services, Inc. (“QRS”), which are attached to this Resolution as Exhibits A and B respectively; and
- WHEREAS, Tabor/Bruce has agreed to perform assessemnets of the mechanical systems, the building exterior, and existing component compliance with building codes for an amount not to exceed Six Thousand Seven Hundred Dollars (\$6,700.00); and
- WHEREAS, QRS has agreed to perform a roof assessment for an amoung not to exceed Seven Hundred Fifty Dollars (\$750.00); and
- WHEREAS, collectively, these Inspection Services total Seven Thousand Four Hundred Fifty Dollars (\$7,450.00); and

WHEREAS, the RDC has available Consolidated TIF Funds to pay for the the due diligence services for the reacquisition of the Waldron in accordance with the terms of the Agreement; and

WHEREAS, it is in the public interest that the Inspection Services be undertaken and performed; and

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

1. The RDC affirms its support of the reacquisition of the Waldon and declares that the Inspection Services serve the public's best interests.
2. The RDC finds that the aboved described expenditure is an appropriate use of Consolidated TIF funds.
3. The RDC hereby approves the Agreements with Tabor/Bruce and QLS, and the RDC authorized payments in an amount not to exceed Seven Thousand Four Hundred Fifty Dollars (\$7,450.00) for the due diligence services.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
TABOR/BRUCE ARCHITECTURE & DESIGN, INC.**

This Agreement, entered into on this ____ day of July, 2020, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as the “RDC”), and Tabor/Bruce Architecture & Design, Inc. (hereinafter referred to as “Tabor/Bruce”),

WITNESSETH:

WHEREAS, the RDC is in the process of obtaining due diligence on the property and building described and depicted in Exhibit A; and

WHEREAS, as part of that due diligence process, the RDC desires to have a mechanical system assessment, building exterior assessment, and code compliance for ingress and egress be completed (“Investigatory Services”); and

WHEREAS, Tabor/Bruce is qualified, willing, and able to conduct the Investigatory Services for the Commission.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services:

Tabor/Bruce shall provide a mechanical system assessment, building exterior assessment, and code compliance for ingress and egress for the building described and depicted in Exhibit A. These Investigatory Services shall be completed in accordance with the following:

Building Exterior Assessment:

- Tabor/Bruce, or their sub-contractor, will conduct an exterior building envelope assessment for all elevations of the building. This assessment will include walls, doors, and windows.
- Tabor/Bruce will provide the RDC with a Building Exterior Assessment Report including all deficiencies discovered as part of the assessment and the associated cost to address them.

Mechanical System Assessment:

- Tabor/Bruce, or their sub-contractor, will conduct an assessment of the mechanical systems for the building. This assessment will include HVAC, Electrical, and Plumbing systems.

- Tabor/Bruce will provide the RDC with a Mechanical System Assessment Report that will include an introductory analysis of existing construction, a summary of the findings of the investigation, an explanation of all means and methods used during the investigation, a conclusion identifying the problem areas, situations, deterioration, or possible deterioration encountered, and the associated costs to address all deficiencies discovered as part of the assessment.

Building Code Review for Existing Components

- Tabor/Bruce, or their sub-contractor, will conduct an assessment of the buildings compliance to any applicable building codes. This assessment will include all elements of the building.
- Tabor/Bruce will provide the RDC with a Report on the buildings compliance that will include a summary of the findings of the investigation and a conclusion identifying the associated costs to address all deficiencies discovered as part of the assessment.

Tabor/Bruce shall diligently pursue its services under this Agreement and shall complete the services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Tabor/Bruce shall complete all work required under this Agreement on or before August 1, 2020, unless the parties mutually agree to a later completion date.

In the performance of Tabor/Bruce's work, Tabor/Bruce agrees to maintain such coordination with the Commission as may be requested and desirable, including primary coordination with Alex Crowley as Project Manager. Tabor/Bruce agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Tabor/Bruce for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Tabor/Bruce shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The RDC shall be the sole judge of the adequacy of Tabor/Bruce's work in meeting such standards, however, the RDC shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Tabor/Bruce and by mutual agreement between the parties, Tabor/Bruce will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the RDC: The RDC shall provide all necessary information regarding requirements for the Services, including coordinating access to the project sites as is necessary for Tabor/Bruce to perform its work. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Tabor/Bruce shall be entitled to rely upon the accuracy and completeness of such information. The RDC shall designate Alex Crowley to act on its behalf with respect to this Agreement.

Article 4. Compensation: The RDC shall pay Tabor/Bruce for all fees and expenses an amount not to exceed Six Thousand Seven Hundred Dollars (\$6,700.00).

Upon completion of the Services set forth in Article 1, Tabor/Bruce shall submit an Invoice to the RDC.

Tabor/Bruce shall submit all invoices to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
PO Box 100
Bloomington, Indiana 47404
crowleya@bloomington.in.gov

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Tabor/Bruce within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in services must be authorized in writing by the RDC or its designated project coordinator prior to such work being performed, or expenses incurred. The RDC shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.

Article 6. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Tabor/Bruce. Tabor/Bruce shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay Tabor/Bruce for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Tabor/Bruce's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Tabor/Bruce in connection with this Agreement shall become the property of the RDC, as set forth in Article 10 herein.

Article 7. Identity of the Consultant: Tabor/Bruce acknowledges that one of the primary reasons for its selection by the RDC to perform the duties described in this Agreement is the qualification and experience of Tabor/Bruce. Tabor/Bruce thus agrees that the services to be done pursuant to

this Agreement shall be performed by Tabor/Bruce. Tabor/Bruce shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any of Tabor/Bruce's personnel or proposed outside professional sub-consultants, and the RDC reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 8. Opinions of Probable Cost: All opinions of probable construction cost to be provided by Tabor/Bruce shall represent the best judgment of Tabor/Bruce based upon the information currently available and upon Tabor/Bruce's background and experience with respect to projects of this nature. It is recognized, however, that neither Tabor/Bruce nor the RDC has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Tabor/Bruce cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 9. Reuse of Instruments of Service: All documents, including but not limited to, drawings, specifications and computer software prepared by Tabor/Bruce pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the RDC or others on modifications or extensions of this project or on any other project. The RDC may elect to reuse such documents; however any reuse or modification without prior written authorization of Tabor/Bruce will be at the RDC's sole risk and without liability or legal exposure to Tabor/Bruce. The Commission shall indemnify, defend, and hold harmless Tabor/Bruce against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by Tabor/Bruce will entitle Tabor/Bruce to additional compensation at rates to be agreed upon by the RDC and Tabor/Bruce.

Article 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Tabor/Bruce and furnished to the RDC as part of the Services shall become the property of the RDC. Tabor/Bruce shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Tabor/Bruce.

Article 11. Independent Contractor Status: During the entire term of this Agreement, Tabor/Bruce shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the RDC. Tabor/Bruce shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 12. Indemnification: Tabor/Bruce shall indemnify and hold harmless the City of Bloomington, the RDC, and the officers, agents and employees of the City and the RDC from any and all claims, demands, damages, costs, expenses or other liability arising out of the performance of services under this Agreement.

Article 13. Insurance: During the performance of any and all Services under this Agreement, Tabor/Bruce shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the RDC, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Tabor/Bruce shall provide evidence of each insurance policy to the RDC. Approval of the insurance by the RDC’s Project Manager shall not relieve or decrease the extent to which Tabor/Bruce may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Tabor/Bruce fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the RDC required proof that the insurance has been procured and is in force and paid for, the RDC shall have the right at the RDC’s election to forthwith terminate the Agreement.

Article 14. Conflict of Interest: Tabor/Bruce declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. Tabor/Bruce agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 16. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision

with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment: Neither the RDC nor Tabor/Bruce shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Tabor/Bruce may assign its rights to payment without the RDC's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDC and Tabor/Bruce.

Article 19. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 20. Non-Discrimination: Tabor/Bruce shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 21. Compliance with Laws: In performing the Services under this Agreement, Tabor/Bruce shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Tabor/Bruce shall advise the RDC of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Tabor/Bruce shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. E-Verify. Tabor/Bruce 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). Tabor/Bruce shall sign an affidavit, attached as Exhibit B, affirming that Tabor/Bruce 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.

Tabor/Bruce and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that Tabor/Bruce or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that Tabor/Bruce or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify Tabor/Bruce or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If Tabor/Bruce or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption

that Tabor/Bruce or subcontractor did not knowingly employ an unauthorized alien. If Tabor/Bruce or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, Tabor/Bruce or subcontractor is liable to the City for actual damages.

Tabor/Bruce shall require any subcontractors performing work under this contract to certify to the Tabor/Bruce 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. Tabor/Bruce shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Commission:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, IN 47402

Tabor/Bruce:

Doug Bruce
Tabor/Bruce Architecture & Design, Inc.
1101 South Walnut Street
Bloomington, IN 47401

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the RDC and Tabor/Bruce.

Article 24. Intent to be Bound: The RDC and Tabor/Bruce each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC and Tabor/Bruce. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, Jr., President

Date

TABOR/BRUCE ARCHITECTURE & DESIGN, INC.

Doug Bruce, President

Date: _____

EXHIBIT A

Property Description

The building located at 122 S. Walnut Ave, Bloomington, Indiana on Parcel Number 53-05-33-310-104.000-005. The legal description for the property is 013-63480-00 Original Plat Lot 91 of the City of Bloomington, Indiana as shown by the plat thereof recorded in the office of the Recorder of Monroe County, Indiana, and commonly known as John Waldron Arts Center.



**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
QUALITY ROOFING SERVICES, INC.**

This Agreement, entered into on this ____ day of July, 2020, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as the “RDC”), and Quality Roofing Services, Inc. (hereinafter referred to as “Quality Roofing”),

WITNESSETH:

WHEREAS, the RDC is in the process of obtaining due diligence on the property and building described and depicted in Exhibit A; and

WHEREAS, as part of that due diligence process, the RDC desires to have a roof assessment be completed (“Services”); and

WHEREAS, Quality Roofing is qualified, willing, and able to conduct the Services for the Commission.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services:

Quality Roofing shall provide a roof assessment for the building described and depicted in Exhibit A. These Services shall be completed in accordance with the Proposal, attached to this Agreement as Exhibit B, and the following:

Roof Assessment:

- Quality Roofing will conduct a visual assessment of the roof of the building. This will include general appearance, surface conditions, membrane characteristics and conditions, roof flashings, coping, perimeter walls, fascia, drainage, contaminants, vents, drains, other roof penetrations, exterior wall penetrations associated with the roof system, expansion and control joints, and general drainage characteristics of the roof.
- From the visual assessment, Quality Roofing will provide the RDC with a report that includes a repair list with a brief description of each anomaly and the recommended repair, including recommendations for any additional services that may be required.

Quality Roofing shall diligently pursue its services under this Agreement and shall complete the services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Quality Roofing shall complete all work required under this Agreement on or before August 1, 2020, unless the parties mutually agree to a later completion date.

In the performance of Quality Roofing's work, Quality Roofing agrees to maintain such coordination with the Commission as may be requested and desirable, including primary coordination with Alex Crowley as Project Manager. Quality Roofing agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Quality Roofing for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Quality Roofing shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The RDC shall be the sole judge of the adequacy of Quality Roofing's work in meeting such standards, however, the RDC shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Quality Roofing and by mutual agreement between the parties, Quality Roofing will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the RDC: The RDC shall provide all necessary information regarding requirements for the Services, including coordinating access to the project sites as is necessary for Quality Roofing to perform its work. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Quality Roofing shall be entitled to rely upon the accuracy and completeness of such information. The RDC shall designate Alex Crowley to act on its behalf with respect to this Agreement.

Article 4. Compensation: The RDC shall pay Quality Roofing for all fees and expenses an amount not to exceed Seven Hundred Fifty Dollars (\$750.00).

Upon completion of the Services set forth in Article 1, Quality Roofing shall submit an Invoice to the RDC.

Quality Roofing shall submit all invoices to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
PO Box 100
Bloomington, Indiana 47404
crowleya@bloomington.in.gov

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Quality Roofing within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in services must be authorized in writing by the RDC or its designated project coordinator prior to such work being performed, or expenses incurred. The RDC shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.

Article 6. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Quality Roofing. Quality Roofing shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay Quality Roofing for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Quality Roofing's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Quality Roofing in connection with this Agreement shall become the property of the RDC, as set forth in Article 10 herein.

Article 7. Opinions of Probable Cost: All opinions of probable construction cost to be provided by Quality Roofing shall represent the best judgment of Quality Roofing based upon the information currently available and upon Quality Roofing's background and experience with respect to projects of this nature. It is recognized, however, that neither Quality Roofing nor the RDC has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Quality Roofing cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 8. Reuse of Instruments of Service: All documents, including but not limited to, drawings, specifications and computer software prepared by Quality Roofing pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the RDC or others on modifications or extensions of this project or on any other project. The RDC may elect to reuse such documents; however any reuse or modification without prior written authorization of Quality Roofing will be at the RDC's sole risk and without liability or legal exposure to Quality Roofing. The Commission shall indemnify, defend, and hold harmless Quality Roofing against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any

verification or adaptation of documents by Quality Roofing will entitle Quality Roofing to additional compensation at rates to be agreed upon by the RDC and Quality Roofing.

Article 9. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Quality Roofing and furnished to the RDC as part of the Services shall become the property of the RDC. Quality Roofing shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Quality Roofing.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Quality Roofing shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the RDC. Quality Roofing shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification: Quality Roofing shall indemnify and hold harmless the City of Bloomington, the RDC, and the officers, agents and employees of the City and the RDC from any and all claims, demands, damages, costs, expenses or other liability arising out of the performance of services under this Agreement.

Article 12. Insurance: During the performance of any and all Services under this Agreement, Quality Roofing shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the RDC, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Quality Roofing shall provide evidence of each insurance policy to the RDC. Approval of the insurance by the RDC’s Project Manager shall not relieve or decrease the extent to which Quality

Roofing may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Quality Roofing fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the RDC required proof that the insurance has been procured and is in force and paid for, the RDC shall have the right at the RDC's election to forthwith terminate the Agreement.

Article 13. Conflict of Interest: Quality Roofing declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. Quality Roofing agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment: Neither the RDC nor Quality Roofing shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Quality Roofing may assign its rights to payment without the RDC's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDC and Quality Roofing.

Article 18. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: Quality Roofing shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Quality Roofing shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When

appropriate, Quality Roofing shall advise the RDC of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Quality Roofing shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify. Quality Roofing 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). Quality Roofing shall sign an affidavit, attached as Exhibit C, affirming that Quality Roofing 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.

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

Quality Roofing shall require any subcontractors performing work under this contract to certify to the Quality Roofing 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. Quality Roofing shall maintain on file all subcontractors’ certifications throughout the term of the contract with the City.

Article 22. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Commission:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, IN 47402

Quality Roofing:

Ben Brown
Quality Roofing Services, Inc.
1445 Brookville Way, Ste. L
Indianapolis, IN 46239

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the RDC and Quality Roofing.

Article 23. Intent to be Bound: The RDC and Quality Roofing each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC and Quality Roofing. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

Date

QUALITY ROOFING SERVICES, INC.



Ben Brown, Director of Operations

Date: 7-14-2020

EXHIBIT A

Property Description

The building located at 122 S. Walnut Ave, Bloomington, Indiana on Parcel Number 53-05-33-310-104.000-005. The legal description for the property is 013-63480-00 Original Plat Lot 91 of the City of Bloomington, Indiana as shown by the plat thereof recorded in the office of the Recorder of Monroe County, Indiana, and commonly known as John Waldron Arts Center.



EXHIBIT B

[Attached]

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1445 Brookville Way, Suite L
Indianapolis, IN 46239
Phone: (317) 334-0601
Fax: (317) 334-0605
www.myroofcare.com

6.27.2020

Mr. J.D. Boruff
City of Bloomington Public Works
Operations and Facilities Director
401 N. Morton St.,
Bloomington, IN 47404

Re: **Proposal for 122 S. Walnut in Bloomington Roof Assessment**

Dear J.D.:

Quality Roofing Services, Inc is pleased to submit to City of Bloomington hereinafter referred to as Owner, the following proposal for 122 S. Walnut roof assessments.

The scope of the visual roof assessment will include:

Services are limited to the property listed above, Quality Roofing Services will provide visual observations as required for a complete and comprehensive assessment of the existing building roof components; including those related or associated assemblies that terminate into or tie-in with the roof system. Additionally, we will provide a conclusion to address the deficiencies discovered as part of our assessment.

The assessment report will provide an introductory visual analysis of existing construction including current and past reported problems or conditions as reported by the building Owner or personnel. Quality Roofing Services will provide photos, for a better explanation of the observed conditions and areas involved along with a detailed map of the roofs. The roof map will allow for prioritization of roof areas needing to be replaced. The report will also provide a summary of the findings of the investigation including explanation of all means methods used during the investigation.

Quality Roofing Services, Inc. will provide a conclusion identifying the problem areas, situations, deteriorations, or possible deterioration encountered during our assessment including solutions for the recommended work, materials and associated costs.

The information collected will only be sent to you in a report as well with a detailed map showing deficiencies and estimated cost for repairs.

Quality Roofing Services has the capability of storing the information into a database if the Owner desires.

OWNERS RESPONSIBILITIES:

The Owner, or their designated representative, will provide roof access and any relevant property information regarding their roof.

PROFESSIONAL FEES:

It is proposed that the fee for the roof assessment be as follows: \$750

AUTHORIZATION:

Quality Roofing Services Inc. will proceed based on your written acceptance and our availability. Please sign and return the authorization page with a purchase order, if applicable. Upon receipt, we will schedule the work.

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate the opportunity and look forward to working with you on this project.

Regards,

Quality Roofing Services, Inc.
Ben Brown
Ben Brown
Director of Operations

cc: Roger Kyle

ACCEPTED
OWNERS PROPERTY

By:

Title:

Date:

EXHIBIT C

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Director of Operations of Quality Roofing Services, Inc.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Ben Brown
Signature
Ben brown - Director of Operations
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Ben Brown and acknowledged the execution of the foregoing this 14th day of July, 2020.

Sabrina D. Davis
Notary Public's Signature
Sabrina D Davis
Printed Name of Notary Public

My Commission Expires: 02/20/2025
County of Residence: Marion

