

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**August 17, 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/95595291526?pwd=MkFNaS9aZkp6anFMM2VudmFnZE4wdz09>  
Meeting ID: 955 9529 1526    Passcode: 481439*

- I. ROLL CALL**
- II. READING OF THE MINUTES** –August 3, 2020 and August 3, 2020 executive session summary
- III. EXAMINATION OF CLAIMS** –August 7, 2020 for \$4,545,062.90
- IV. EXAMINATION OF PAYROLL REGISTERS**– July 31, 2020 for \$40,892.83
- 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 20-46: Approval of Public Service Funding Agreement for Community Kitchen
  - B. Resolution 20-47: Approval of Public Service Funding Agreement for Hoosier Hills Food Bank
  - C. Resolution 20-48: Approval of Public Service Funding Agreement for Monroe County United Ministries
  - D. Resolution 20-49: Approval of Public Service Funding Agreement for Mother Hubbard's Cupboard
  - E. Resolution 20-50: Approval of Public Service Funding Agreement for Middle Way House
  - F. Resolution 20-51: Approval of Public Service Funding Agreement for Boys & Girls Club
  - G. Resolution 20-52: Fifth Addendum to the Rundell Ernstberger Associates Agreement for Switchyard Park
  - H. Resolution 20-53: Addendum to Agreement with BCA Environmental Consultants, LLC
  - I. Resolution 20-54: Third Addendum to Agreement with CORE Projective LLC
- 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](mailto:human.rights@bloomington.in.gov).*

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, August 3, 2020, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <https://catstv.net/m.php?q=8506>***

**I. ROLL CALL**

Commissioners Present: Don Griffin, Eric Sandweiss, David Walter, and Cindy Kinnarney.

Commissioners Absent: Nicholas Kappas.

Staff Present: Christina Finley, Financial Specialist, Housing & Neighborhood Development.

Others Present: Larry Allen, Attorney, City Legal Department; Philippa Guthrie, Corporation Counsel, City Legal Department; Kaisa Goodman, Special Projects Manager, Economic and Sustainable Development; Jeff Underwood, Controller; Clark Greiner; Jen Pearl, BEDC; B Square Beacon, and Alex Crowley, Director, Economic & Sustainable Development.

**II. READING OF THE MINUTES** – Eric Sandweiss moved to approve the July 20, 2020 minutes. Cindy Kinnarney seconded the motion. The board unanimously approved.

**III. EXAMINATION OF CLAIMS** – Cindy Kinnarney moved to approve the claims register for July 24, 2020, for \$2,218,630.56. Eric Sandweiss seconded the motion. The board unanimously approved.

**IV. EXAMINATION OF PAYROLL REGISTERS** – David Walter moved to approve the payroll register for July 17, 2020, for \$33,592.31. Cindy Kinnarney seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A.** Director's Report. Doris Sims was not available to answer questions.

**B.** Legal Report. Larry Allen was available to answer questions.

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

**D.** Business Development Updates. Alex Crowley was available answer questions.

**VI. NEW BUSINESS**

**A.** Resolution 20-43: Second Addendum to Convention Center Parking Agreement. Larry Allen stated the original addendum to the Convention Center Parking Agreement, which modified payment to accommodate displaced 4th Street Garage parking, only covered 2019. Allen said the City has agreed to a second addendum to the agreement to continue to accommodate displaced parkers during construction of a new 4th Street Parking Garage and to account for the COVID-19 emergency. The addendum will extend the modifications of the original agreement through September of 2021 when the Parking Agreement expires. Allen said since COVID hit, the Convention Center has not hosted expected conventions. Upon request by the County, the City agreed to offset the lease payments. The amount owed for 2020 is \$3,696 plus any additional amount that may be increased for unavailable parking during conventions per the agreement, and for 2021, the amount owed shall be three quarterly payments of \$1,848 for a total payment in 2021 of \$5,544.

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

David Walter moved to approve Resolution 20-43 via a roll-call vote. Eric Sandweiss seconded the motion. Walter, Sandweiss, Don Griffin, and Cindy Kinnarney voted yes. The motion passed unanimously.

- B. Resolution 20-44: Approval of Property Tax Payment for Parking Lot Parcels at 216 S. College Avenue.** Larry Allen stated as part of the lease agreement for the parcels we assumed with the purchase of College Square, the City is responsible for the property taxes. Allen said we did not receive invoices from the property owners until recently. The total amount due is \$11,853.07, which covers the final half of 2019 and 2020.

David Walter asked if we are responsible for the delinquent assessment. Allen said the lease agreement is silent about any penalties and does not require the owner to send the invoices to the City. He said we are responsible for payment but will make sure invoices are received in a timely manner in the future.

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

Cindy Kinnarney moved to approve Resolution 20-44 via roll-call vote. Eric Sandweiss seconded the motion. Kinnarney, Sandweiss, David Walter, and Don Griffin voted yes. The motion passed unanimously.

- C. Resolution 20-45: Project Review and Approval Form for EDA Grant.** Alex Crowley stated we are pursuing an economic development administration grant as part of the CARES Act program. He said we are pursuing a technology center building in the Trades District. The grant is an 80/20 match: 80% of the funds will be from the CARES Act and 20% of the funds will be from the locality, which is the RDC. Crowley said we have looked at two potential areas for the technology center building, the southeast corner of the Trades District at the corner of Madison and 10<sup>th</sup> Street and the northeast corner which is across the street from the Kiln and the Mill.

Jen Pearl said that the EDA grant, funded through the CARES Act, is intended to foster economic recovery for communities across the United States. Pearl said that the BEDC has been working with the City to apply for this funding for a Trades District Technology Center, which is essentially intended to support south central Indiana employment growth in emerging economic clusters and commercialization of technology. Pearl explained the concept details of the grant.

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

David Walter moved to approve Resolution 20-45 via a roll-call vote. Eric Sandweiss seconded the motion. Walter, Sandweiss, Don Griffin, and Cindy Kinnarney voted yes. The motion passed unanimously.

**D. BUSINESS/GENERAL DISCUSSION**

**E. ADJOURNMENT**

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Don Griffin, President

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Cindy Kinnarney, Secretary

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Date

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Print Name, Title

**EXECUTIVE SESSION**

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, August 3, 2020, at 4:30 p.m. via ZOOM.

Commissioners Present (via ZOOM): Cindy Kinnarney, Eric Sandweiss, and David Walter.

Commissioners Absent: Donald Griffin, Nicholas Kappas, and Sue Wanzer.

Staff Present: Christina Finley, HAND, Philippa Guthrie, Corporation Counsel; Larry Allen, Assistant City Attorney, City Legal Department; Jeff Underwood, Controller; and Alex Crowley, Director, Economic and Sustainability.

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

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

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David Walter, Vice President

\_\_\_\_\_  
Cindy Kinnarney, Secretary

\_\_\_\_\_  
Date

**20-46  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-20-MC-18-0013 for public service activities, and,

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

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

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

**WHEREAS**, said Agreement has been duly considered,

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

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

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Donald Griffin, President

ATTEST:

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Cindy Kinnarney, Secretary

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Date

**SOCIAL SERVICE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
COMMUNITY KITCHEN OF MONROE COUNTY, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Community Kitchen of Monroe County Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1515 S. Rogers St, Bloomington, IN 47403 (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-20-MC-18-0013 to the Subrecipient; and

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

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

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Free Meals Service Program during CDBG Year 2020-2021 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide free meals to anyone in need, six days per week from two locations
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

**B. National Objectives**

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

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

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

Presumed benefit: \_\_\_\_\_

Income Eligibility: \_\_\_\_\_

Nature and Location: the activity is providing free meals targeted towards vulnerable populations; one of the locations is within the local housing authority; demographic data will be collected from persons served and must demonstrate that 51% or more served are CDBG eligible

**C. Levels of Accomplishment**

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

Activity	Units per Month	Total Units/Year
Activity 1	926	11,112

Unit of activity equals one meal for CDBG eligible recipients.

**D. Performance Monitoring**

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

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2019 and end on the 31st day of May, 2020. The last claim for services rendered must be filed before May 8, 2020.

**III. BUDGET**

<b>Line Item:</b>	<b>Amount:</b>
Allocation for Eligible Expenses (Salaries)	\$25,000.00
Per Unit Accomplishment Amount	\$2.25

**IV. PAYMENT**

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

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from the Grantee. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

**V. NOTICES**

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

<b>Grantee:</b>  Doris Sims, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	<b>Subrecipient:</b>  Community Kitchen of Monroe County, Inc. Vicki Pierce, Executive Director P.O. Box 3286 Bloomington, Indiana 47402 Tel: (812) 332-0999 Fax: (812) 332-1937
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.



## **VI. GENERAL CONDITIONS**

### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. “Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

### **C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

### **D. Workers’ Compensation**

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

### **E. Grantor Recognition**

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

### **F. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not

invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

**G. Suspension or Termination**

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

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

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

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

**B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are

pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
- g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
- h. "Monthly Client Profile Form" each month through May 31, 2020;
- i. Submit performance measurements as required by HUD; and,
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

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

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

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

- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining**

**eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

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

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

**C. Reporting and Payment Procedures**

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

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- June, July, August September, October and November claims must be submitted no later than December 13, 2020.
- December, January and February claims must be submitted no later than March 15, 2021.
- March, April and May claims must be submitted no later than May 8, 2021.

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

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

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

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

3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**B. Equal Employment and Affirmative Action**

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

**C. Employment Restrictions**

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

period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

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

- amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

## **IX. OTHER APPLICABLE FEDERAL REQUIREMENTS**

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

1. 570.600 General
2. 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.
6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.



13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

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

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

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

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

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

Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested.

**X. SEVERABILITY**

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

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

**Redevelopment Commission**

\_\_\_\_\_  
Donald Griffin, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Cindy Kinnarney, Secretary

Date: \_\_\_\_\_

**Community Kitchen of Monroe County Inc.**

\_\_\_\_\_  
Vicki Pierce, Executive Director

Date: \_\_\_\_\_

**20-47  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant No. B-20-MC-18-0013 for public service activities, and,

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

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

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

**WHEREAS**, said Agreement has been duly considered,

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Hoosier Hills Food Bank, Inc. for the provision of services for the Food Bank Program is approved for an amount not to exceed Twenty-five Thousand Dollars (\$25,000.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Donald Griffin, President

ATTEST:

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Cindy Kinnarney, Secretary

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Date

**SOCIAL SERVICE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
HOOSIER HILLS FOOD BANK, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Hoosier Hills Food Bank, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 2333 W. Industrial Park Dr., Bloomington, IN 47404 (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-20-MC-18-0013 to the Subrecipient; and

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

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

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Food Distribution Program during CDBG Year 2020-2021 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Collect, sort, store, and distribute food to community nonprofits
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

**B. National Objectives**

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

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

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

Presumed benefit: \_\_\_\_\_

Income Eligibility: \_\_\_\_\_

Activity Nature and Location: Collects, stores, and distributes food for low income and vulnerable populations; distributes food to many social services scattered throughout the city limits of Bloomington, including food pantries next to the Bloomington Housing Authority.

**C. Levels of Accomplishment**

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

Activity	Units per Month	Total Units/Year
Activity 1	8,333 lbs	100,000 lbs

Unit of activity would equal one pound of food for CDBG eligible recipients.

**D. Performance Monitoring**

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

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2020 and end on the 31st day of May, 2021. The last claim for services rendered must be filed before May 8, 2021.

**III. BUDGET**

<b>Line Item:</b>	<b>Amount:</b>
Allocation for Eligible Expenses (Salaries)	\$25,000.00
Per Unit Accomplishment Amount	\$.22 \ lb

**IV. PAYMENT**

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

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from the Grantee. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient’s funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department’s CDBG programs.

**V. NOTICES**

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

<p>Grantee:</p> <p>Doris Sims, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Julio Alonso, Executive Director Hoosier Hills Food Bank, Inc P.O. Box 697 Bloomington, Indiana 47402 Tel: (812) 334-8374 Fax: (812) 334-8377</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

**C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

**D. Workers’ Compensation**

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

**E. Grantor Recognition**

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**F. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

**G. Suspension or Termination**

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

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

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

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

**B. Documentation and Record-Keeping**

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



- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
- g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
- h. "Monthly Client Profile Form" each month through May 31, 2020;
- i. Submit performance measurements as required by HUD; and,
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

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

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

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

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

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

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

### C. **Reporting and Payment Procedures**

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

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

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

- June, July, August September, October and November claims must be submitted no later than December 13, 2020.
- December, January and February claims must be submitted no later than March 15, 2021.
- March, April and May claims must be submitted no later than May 8, 2021.

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

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

## VIII. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

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

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

**B. Equal Employment and Affirmative Action**

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

**C. Employment Restrictions**

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

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

**D. Conduct**

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

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

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

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

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- 1. 570.600 General
- 2. 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
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1. FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

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

**b. System for Award Management (SAM)**

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

**c. Executive Compensation**

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

**X. SEVERABILITY**

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

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

**Redevelopment Commission**

\_\_\_\_\_  
Donald Griffin, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Cindy Kinnarney, Secretary

Date: \_\_\_\_\_

**Hoosier Hills Food Bank, Inc.**

\_\_\_\_\_  
Julio Alonso, Executive Director

Date: \_\_\_\_\_



**20-48  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant No. B-20-MC-18-0013 for public service activities, and,

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

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

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

**WHEREAS**, said Agreement has been duly considered,

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Monroe County United Ministries for the provision of services for the Childcare Program is approved for an amount not to exceed Twenty-five Thousand Dollars (\$25,000.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Donald Griffin, President

ATTEST:

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Cindy Kinnarney, Secretary

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Date

**SOCIAL SERVICE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
MONROE COUNTY UNITED MINISTRIES, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Monroe County United Ministries, Inc, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 827 W. 14<sup>th</sup> Street, Bloomington, IN 47404 (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-20-MC-18-0013 to the Subrecipient; and

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

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

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Affordable Childcare Program during CDBG Year 2020-2021 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide affordable childcare services
-------------	---------------------------------------

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

**B. National Objectives**

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

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

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

Presumed benefit: \_\_\_\_\_

Income Eligibility: 51% or more of households served will meet CDBG eligibility.

Activity Nature and Location: \_\_\_\_\_

**C. Levels of Accomplishment**

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

Activity	Units per Month	Total Units/Year
Activity 1	11	130

Unit of activity would equal one CDBG eligible household provide with a month of affordable childcare service.

**D. Performance Monitoring**

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

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2020 and end on the 31st day of May, 2021. The last claim for services rendered must be filed before May 8, 2021.

**III. BUDGET**

<b>Line Item:</b>	<b>Amount:</b>
Allocation for Eligible Expenses (Salaries)	\$25,000.00
Per Unit Accomplishment Amount	\$1,060.00

**IV. PAYMENT**

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

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from the Grantee. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

**V. NOTICES**

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

<b>Grantee:</b>  Doris Sims, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	<b>Subrecipient:</b>  Monroe County United Ministries Katie Broadfoot, Interim Executive Director 827 W. 14 <sup>th</sup> Court Bloomington, Indiana 47404 Tel: (812) 339 - 3429 Fax: (812) 339 - 2912
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

**C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

**D. Workers’ Compensation**

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

**E. Grantor Recognition**

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**F. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

**G. Suspension or Termination**

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

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

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

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

**B. Documentation and Record-Keeping**

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

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
- g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
- h. “Monthly Client Profile Form” each month through May 31, 2020;
- i. Submit performance measurements as required by HUD; and,
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

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

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

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

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

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

**C. Reporting and Payment Procedures**

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

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



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

- June, July, August, September, October and November claims must be submitted no later than December 13, 2020.
- December, January and February claims must be submitted no later than March 15, 2021.
- March, April and May claims must be submitted no later than May 8, 2021.

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

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

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

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

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

**B. Equal Employment and Affirmative Action**

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

**C. Employment Restrictions**

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

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

**D. Conduct**

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

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

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

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

## **IX. OTHER APPLICABLE FEDERAL REQUIREMENTS**

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

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

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

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

**a. Data Universal Numbering System (DUNS)**

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

**b. System for Award Management (SAM)**

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

**c. Executive Compensation**

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

**X. SEVERABILITY**

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

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

**Redevelopment Commission**

\_\_\_\_\_  
Donald Griffin, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Cindy Kinnarney, Secretary

Date: \_\_\_\_\_

**Monroe County United Ministries**

\_\_\_\_\_  
Katie Broadfoot, Interim Executive Director

Date: \_\_\_\_\_

**20-49  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant No. B-20-MC-18-0013 for public service activities, and,

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

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

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

**WHEREAS**, said Agreement has been duly considered,

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

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

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Donald Griffin, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

**SOCIAL SERVICE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
MOTHER HUBBARD’S CUPBOARD, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Mother Hubbard’s Cupboard, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1100 W. Allen St., Bloomington, IN 47403 (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-20-MC-18-0013 to the Subrecipient; and

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

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

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Food Pantry Program during CDBG Year 2020-2021 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide food items to persons in need five days per week
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.



**B. National Objectives**

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

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

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

Presumed benefit: \_\_\_\_\_

Income Eligibility: \_\_\_\_\_

Activity Nature and Location: Service is a food pantry to provide food at no cost. Located in an accessible area within the city limits of Bloomington, and on bus line, in close proximity to other social service resources accessed by LMI households. Demographic data will be collected to document that 51% or more of households served meet CDBG eligibility.

**C. Levels of Accomplishment**

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

Activity	Units per Month	Total Units/Year
Activity 1	1,298	15,578

Unit of activity is providing one CDBG eligible person with a visit to the pantry for food.

**D. Performance Monitoring**

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

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2020 and end on the 31st day of May, 2021. The last claim for services rendered must be filed before May 8, 2021.

**III. BUDGET**

<b>Line Item:</b>	<b>Amount:</b>
Allocation for Eligible Expenses (Salaries)	\$25,000.00
Per Unit Accomplishment Amount	\$3.00

**IV. PAYMENT**

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

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from the Grantee. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

**V. NOTICES**

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

<p><b>Grantee:</b></p> <p>Doris Sims, Director            Housing and Neighborhood Development            City of Bloomington            P.O. Box 100            Bloomington, Indiana 47402            Tel: (812) 349-3401            Fax: (812) 349-3582</p>	<p><b>Subrecipient:</b></p> <p>Amanda Nickey, Executive Director            1100 W. Allen St., Ste. A            Bloomington, Indiana 47403            Tel: (812) 339-6843</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

## **VI. GENERAL CONDITIONS**

### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. “Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

### **C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

### **D. Workers’ Compensation**

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

### **E. Grantor Recognition**

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

### **F. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

**G. Suspension or Termination**

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

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

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

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

**B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
- g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
- h. “Monthly Client Profile Form” each month through May 31, 2020;
- i. Submit performance measurements as required by HUD; and,
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

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

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

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

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

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

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

#### **C. Reporting and Payment Procedures**

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

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

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

- June, July, August, September, October and November claims must be submitted no later than December 13, 2020.
- December, January and February claims must be submitted no later than March 15, 2021.
- March, April and May claims must be submitted no later than May 8, 2021.

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

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

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

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

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

**B. Equal Employment and Affirmative Action**

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

**C. Employment Restrictions**

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



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

**D. Conduct**

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

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

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

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

## **IX. OTHER APPLICABLE FEDERAL REQUIREMENTS**

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

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

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

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

**a. Data Universal Numbering System (DUNS)**

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

**b. System for Award Management (SAM)**

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

**c. Executive Compensation**

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

**X. SEVERABILITY**

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

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

**Redevelopment Commission**

\_\_\_\_\_  
Donald Griffin, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Cindy Kinnarney, Secretary

Date: \_\_\_\_\_

Mother Hubbard's Cupboard

\_\_\_\_\_  
Amanda Nickey, Executive Director

Date: \_\_\_\_\_

**20-50  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant No. B-20-MC-18-0013 for public service activities, and,

**WHEREAS**, funds for the Emergency Shelter Programs, Middle Way House, have been approved from said source, and,

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

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

**WHEREAS**, said Agreement has been duly considered,

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Middle Way House for the provision of services for clients in emergency shelter is approved for an amount not to exceed Twenty Five Thousand Dollars (\$9,035.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Donald Griffin, President

ATTEST:

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Cindy Kinnarney, Secretary

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Date

**SOCIAL SERVICE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
MIDDLE WAY HOUSE  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Middle Way House, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 338 S Washington St, Bloomington, IN 47401 (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-20-MC-18-0013 to the Subrecipient; and

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

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

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Middle Way House Program during CDBG Year 2020-2021 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide Services and advocacy to clients in shelter and to do so by providing individualized advocacy, education, and safety plans
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

**B. National Objectives**

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

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

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

Presumed benefit: \_\_\_\_\_

Income Eligibility: \_\_\_\_\_

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

**C. Levels of Accomplishment**

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

Activity	Units per Month	Total Units/Year
Activity 1	33	400

Unit of activity would equal one CDBG eligible client served.

**D. Performance Monitoring**

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

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2020 and end on the 31st day of May, 2021. The last claim for services rendered must be filed before May 8, 2021.

**III. BUDGET**

<b>Line Item:</b>	<b>Amount:</b>
Allocation for Eligible Expenses (Salaries)	\$9,035
Per Unit Accomplishment Amount	\$22.58

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Nine Thousand Thirty Five Dollars (\$9,035.00)**. Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

**V. NOTICES**

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

<p><b>Grantee:</b></p> <p>Doris Sims, Director  Housing and Neighborhood Development  City of Bloomington  P.O. Box 100  Bloomington, Indiana 47402  Tel: (812) 349-3401  Fax: (812) 349-3582</p>	<p><b>Subrecipient:</b></p> <p>Debra Morrow, Executive Director  Middle Way House  P.O. Box 95  Bloomington, Indiana 47402  Tel: (812) 333-7404  Fax: (812) 323-9063</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**VI. GENERAL CONDITIONS**



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

**G. Suspension or Termination**

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

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

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

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

**B. Documentation and Record-Keeping**

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

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
- g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
- h. "Monthly Client Profile Form" each month through May 31, 2020;
- i. Submit performance measurements as required by HUD; and,
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

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

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

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

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

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

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

### C. **Reporting and Payment Procedures**

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

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

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

- June, July, August, September, October and November claims must be submitted no later than December 13, 2020.
- December, January and February claims must be submitted no later than March 15, 2021.
- March, April and May claims must be submitted no later than May 8, 2021.

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

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

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

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

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

**B. Equal Employment and Affirmative Action**

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

**C. Employment Restrictions**

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

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

**D. Conduct**

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

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

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

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

## **IX. OTHER APPLICABLE FEDERAL REQUIREMENTS**

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

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



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

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

**a. Data Universal Numbering System (DUNS)**

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

**b. System for Award Management (SAM)**

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

**c. Executive Compensation**

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

**X. SEVERABILITY**

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

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

**Redevelopment Commission**

\_\_\_\_\_  
Donald Griffin, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Cindy Kinnarney, Secretary

Date: \_\_\_\_\_

**Middle Way House**

\_\_\_\_\_  
Debra Morrow, Executive Director

Date: \_\_\_\_\_

**20-51  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant No. B-20-MC-18-0013 for public service activities, and,

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

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

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

**WHEREAS**, said Agreement has been duly considered,

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

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

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Donald Griffin, President

ATTEST:

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Cindy Kinnarney, Secretary

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Date

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

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Boys & Girls Clubs of Bloomington, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 803 N. Monroe Street, Bloomington, IN 47404 (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-20-MC-18-0013 to the Subrecipient; and

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

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

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Crestmont Boys and Girls Club Program during CDBG Year 2020-2021 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide staffing for programs promoting academic success: Indiana’s Kids Tutoring Program, Power Hour, and Cook Tutoring
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

**B. National Objectives**

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

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

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

Presumed benefit: \_\_\_\_\_

Income Eligibility: \_\_\_\_\_

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

**C. Levels of Accomplishment**

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

Activity	Units per Month	Total Units/Year
Activity 1	41	500

Unit of activity would equal one CDBG eligible youth served.

**D. Performance Monitoring**

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

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2020 and end on the 31st day of May, 2021. The last claim for services rendered must be filed before May 8, 2021.

**III. BUDGET**

<b>Line Item:</b>	<b>Amount:</b>
Allocation for Eligible Expenses (Salaries)	\$25,000
Per Unit Accomplishment Amount	\$50

**IV. PAYMENT**

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

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

**V. NOTICES**

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

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

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

**C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

**D. Workers’ Compensation**

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

**E. Grantor Recognition**

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**F. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

**G. Suspension or Termination**

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

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

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

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

### **B. Documentation and Record-Keeping**

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



- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
- g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
- h. "Monthly Client Profile Form" each month through May 31, 2020;
- i. Submit performance measurements as required by HUD; and,
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

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

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

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

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

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

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

### C. **Reporting and Payment Procedures**

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

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

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

- June, July, August September, October and November claims must be submitted no later than December 13, 2020.
- December, January and February claims must be submitted no later than March 15, 2021.
- March, April and May claims must be submitted no later than May 8, 2021.

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

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

## VIII. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

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

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

**B. Equal Employment and Affirmative Action**

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

**C. Employment Restrictions**

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

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

**D. Conduct**

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

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

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

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

## **IX. OTHER APPLICABLE FEDERAL REQUIREMENTS**

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

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

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

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

**a. Data Universal Numbering System (DUNS)**

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

**b. System for Award Management (SAM)**

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

**c. Executive Compensation**

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

**X. SEVERABILITY**

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

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

**Redevelopment Commission**

\_\_\_\_\_  
Donald Griffin, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Cindy Kinnarney, Secretary

Date: \_\_\_\_\_

**Boys and Girls Clubs of Bloomington, Inc.**

\_\_\_\_\_  
Jeff Baldwin, Executive Director

Date: \_\_\_\_\_



**20-52**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF A FIFTH ADDENDUM TO THE CONTRACT BETWEEN  
THE CITY OF BLOOMINGTON AND RUNDELL ERNSTBERGER ASSOCIATES, FOR  
THE DESIGN OF THE SWITCHYARD PARK PROJECT**

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

WHEREAS, on June 16, 2015, the RDC approved in Resolution 15-30 a Project Review and Approval Form (“Form”) for the construction of Switchyard Park; and

WHEREAS, pursuant to that authorization, Staff negotiated a contract for the design of Switchyard Park with Rundell Ernstberger Associates, LLC (“Design Contract”); and

WHEREAS, the RDC approved funding for the Design Contract in its Resolution 15-41; and

WHEREAS, a copy of the approved Design Contract is attached to this Resolution as Exhibit B; and

WHEREAS, Resolution 15-41 provided, “In the event that the City’s project manager finds that it is desirable to have [Rundell Ernstberger] provide additional services, as referenced in the [Design] Contract, the RDC will evaluate such a proposal at that time;” and

WHEREAS, the RDC has approved four prior addendums to Rundell Ernstberger’s contract in Resolutions 17-06, 17-101, 18-88, and 19-21; and

WHEREAS, the RDC approved funding not to exceed thirty-four million dollars (\$34,000,000) for the construction of Switchyard Park in Resolution 18-25; and

WHEREAS, Staff believes it is desirable for Rundell Ernstberger to provide additional construction management and design services as outlined in the Fifth Addendum to the Design Contract that is attached to this Resolution as Exhibit A (“Addendum”); and

WHEREAS, Rundell Ernstberger is willing to provide the Additional Services for an amount not to exceed Ninety-Four Thousand One Hundred Dollars (\$94,100.00), and the total contract is for an amount not to exceed Three Million Three Hundred Seventy-Four Thousand Eight Hundred Seventy-One and 67/100 Dollars (\$3,374,871.67); and

WHEREAS, the RDC has available Bond and Consolidated TIF Funds to pay for the Additional Services as set forth in the Addendum; and

WHEREAS, the Board of Park Commissioners will consider approval of this Addendum at its meeting on Tuesday, August 18, 2020;

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public's best interest.
2. The RDC finds that the above described expenditures are an appropriate use of the Bond and Consolidated TIF.
3. The RDC approves payment of an amount not to exceed Ninety-Four Thousand One Hundred Dollars (\$94,100.00) for the Additional Services to be payable in accordance with the terms of the Design Contract, which shall not exceed a total of Three Million Three Hundred Seventy-Four Thousand Eight Hundred Seventy-One and 67/100 Dollars (\$3,374,871.67).
4. This funding approval shall comply with all of terms and limitations outlined in the approval for funding for Switchyard Park in Resolution 18-25, and shall expire on December 31, 2020, unless extended by the RDC beforehand.
5. The approval in this Resolution is contingent upon the consideration and approval of the Addendum by the Bloomington Board of Park Commissioners on Tuesday, August 18, 2020. In the event that the Board of Park Commissioners does not approve the addendum to the Agreement, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC's records.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Donald Griffin, President

ATTEST:

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Cindy Kinnarney, Secretary

---

Date

**FIFTH ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES**  
**between the**  
**CITY OF BLOOMINGTON**  
**and**  
**RUNDELL ERNSTBERGER ASSOCIATES, LLC (“Consultant”)**

This Fifth Addendum (“Addendum”) amends the Agreement for Consulting Services (“Agreement”) between the City of Bloomington (“City”) and Rundell Ernstberger Associates, LLC (“Consultant”) for a comprehensive construction design of the McDoel Switchyard Park property, entered into on July 21, 2015, as follows:

1. Changes to the Scope of Services:
  - a. Article 1 currently states: “Consultant shall provide the Services for the CITY as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.” Article 1 continues: “Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.” The parties have previously approved four addenda as laid out in new Exhibits G, H, I, and J and now the Parties wish to add additional services.
  - b. The following shall be added to Article 1: “Consultant shall also provide the Services for the CITY as set forth in Exhibit K, ‘Additional Services.’ Exhibit K is attached hereto and incorporated herein by reference as though fully set forth. Consultant shall complete the Additional Services as described in Exhibit K in a timely manner consistent with the Standard of Care identified in Article 2.” Exhibit K is attached to this Fourth Addendum.
2. Changes to the Consultant’s Compensation:
  - a. Article 4 states: “The CITY shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation.” It continued: “The total compensation paid, including fees and expenses, shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00).” With the four previous addenda, the City through its Redevelopment Commission approved a total compensation in the amount of Three Million Two Hundred Eighty Thousand Seven Hundred Seventy-One and 67/100 Dollars (\$3,280,771.67).
  - b. In light of the Services set forth in Exhibit K, an amount not to exceed Ninety-Four Thousand One Hundred Dollars (\$94,100.00) shall be added to the overall compensation. Therefore, Article 4 shall be amended to state: “The total compensation paid, including fees and expenses, shall not exceed the amount of Three Million Three Hundred Seventy-Four Thousand Eight Hundred Seventy-One and 67/100 Dollars (\$3,374,871.67).” Exhibit B shall be amended to add the following additional compensation:

REA Projected Time (July 2020 through Sept. 30, 2020)	\$78,048.00
REA Projected Expenses (July 2020 through Sept. 30, 2020)	\$3036.85
BCA Projected Time (July 2020 through Sept. 30, 2020)	\$13,200.00
Main Pavilion Dry Well Design	\$5,000.00
<u>Credit for Remaining Balance on Amend. 4</u>	<u>(\$5,184.85)</u>
<b>Total Additional Compensation</b>	<b>\$94,100.00</b>

**Total Compensation** **\$3,374,871.67**

3. Changes to Schedule:
  - a. Article 6 states that “Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule.” In light of the Services and timeline set forth in Exhibit K, Exhibit C shall be amended to reflect the completion of Construction Administration shall be September 30, 2020.
4. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

**REDEVELOPMENT COMMISSION**

**RUNDELL ERNSTBERGER  
ASSOCIATES**

By: \_\_\_\_\_  
Donald Griffin, President

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD OF PARK COMMISSIONERS**

By: \_\_\_\_\_  
Kathleen Mills, President

Date: \_\_\_\_\_

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

Date: \_\_\_\_\_

**EXHIBIT K**

**(Attached)**



**RUNDELL ERNSTBERGER ASSOCIATES**

email | reaindy@reasite.com internet | www.reasite.com

03 August 2020

Mr. Dave Williams  
Operations Director  
Bloomington Parks and Recreation  
Showers Building  
401 North Morton, Suite 250  
P.O. Box 848  
Bloomington, IN 47402

**RE: Switchyard Park Design Services | Proposed Contract Amendment No. 5**

Dear Dave:

As requested, Rundell Ernstberger Associates is pleased to submit this proposal for an amendment to our Agreement with the City of Bloomington for design and construction administration services (dated July 21, 2015) for Switchyard Park.

This proposed amendment is based on the need to provide additional Construction Administration Services beyond the eighteen (18) month time frame outlined in the original contract and the eight (8) month extension included in Amendment No. 4. Below is a brief outline of our understanding of the additional project scope and corresponding compensation.

**ADDITIONAL PROJECT SCOPE:**

Construction administration fees were allocated for an eighteen (18) month construction duration as outlined in Appendix “C” of the original contract. Contract Amendment 4 extended the duration of our construction administration services for an additional eight (8) months through July 1, 2020. While we were able to maintain our fees under budget, construction remains ongoing due to contractor delays. Based on discussions with the city and the contractor, substantial completion is not expected until July 23, 2020 and final completion by September 30, 2020. Therefore, it is anticipated that construction will continue an additional three (3) months beyond the amended contract duration and date of substantial completion.

Additionally, due to unanticipated high water levels near the Main Pavilion, the City requested the design of an automated, permanent dry well with permanent sump pumps to draw-down high water levels in order to allow the building’s HVAC systems to operate without concern of water intrusion.

**ADDITIONAL SERVICES:**

Based on the above change in project scope and duration, REA is requesting additional compensation in order to continue providing Construction Administration services through September 30, 2020 and to provide design of a permanent dry well south of the Main Pavilion.

This additional compensation includes the following:

- Projected additional time and expenses needed for REA and BCA to continue providing Construction Administration services and to provide closeout services related to Record Drawing review, closeout document review, and warranty walk-through and reporting.
- Design services for the addition of a permanent dry well south of the Main Pavilion. The dry well will include permanent sump pumps and will tie into the building's underdrain system.

Since November 2019, and during slow periods of construction, we have been minimizing our time spent on construction administration services to reduce the additional cost to the City. Consistent with Contract Amendment 4, we will continue to track and invoice construction administration services on an hourly basis so that the City is only paying for time actually spent on the project.

A brief description of the additional services included in Contract Amendment No. 5 is described below:

1. **Construction Administration Services:** Additional time needed to provide requested construction administration services between the months of July 2020 and September 30, 2020 as follows:
  - a. Anticipated staffing includes one (1) Bloomington-based employee and (2) Indianapolis-based staff members per the attached CA fee worksheet.
  - b. July 2020 Staffing: (1) full-time REA inspection staff member, (1) part-time REA inspection staff member, (1) part-time BCA inspection staff member, (1) weekly REA inspection staff member, and all necessary construction coordination, submittal and RFI review, etc.
  - c. August and September 2020 Staffing: (2) part-time REA inspection staff members, (1) part-time BCA inspection staff member, (1) bi-weekly REA inspection staff member, and all necessary construction coordination, submittal and RFI review, etc. Additionally, REA will provide closeout services including review of O&M manuals, project Record Drawings, etc. In 2021, REA will provide a one-year warranty walk-through and provide reporting necessary to identify deficiencies and items needing corrected.
  - d. Services from members of our consultant team will be required, including periodic site visits, submittal and shop drawing reviews, review and processing of RFI's, ASI's, and Change Orders, and on-site evaluation of constructed work.
2. **Dry Well Design Services:** Additional time required to provide design of the Main Pavilion permanent dry well system.
3. **Expenses:** Additional Expenses will be incurred by the project team, primarily related to mileage during the Construction Administration phase.

4. **Amendment No. 4 Balance Remaining:** The total projected fee amount for Contract Amendment No. 5 will be reduced by the total fee balance remaining from Contract Amendment No. 4.

**ADDITIONAL COMPENSATION:**

Based on the above additional services outlined above as part of this Amendment No. 5, REA proposes a total fee of \$94,100.00 for Amendment No. 5, for a revised Contract Total Compensation of \$3,374,871.67.

Proposed Amendment No.5 fees and expenses are as follows:

REA Projected Time (July 2020 thru Sep. 30, 2020):	\$78,048.00
REA Projected Expenses (July 2020 thru Sep. 30, 2020):	\$3,036.85
BCA Project Time (July 2020 thru Sep. 30, 2020):	\$13,200.00
Main Pavilion Dry Well Design	\$5,000.00
<u>Amendment No. 4 Balance Remaining</u>	<u>(\$5,184.85)</u>
	\$94,100.00

- Construction Administration services included in Amendment No. 5 will be invoiced monthly on an hourly basis plus expenses.
- Design Services for the Dry Well will be invoiced monthly on a lump sum basis.
- A summary fee worksheet for Amendment No. 5 and Revised Total Contract Fee is attached.
- Amendment No. 5 fees are based on a projection of project staffing and services through an anticipated final project completion by September 1, 2020. Should final construction be delayed beyond that date, REA reserves the right to submit a request for additional services.

Dave, we appreciate the opportunity to provide you with this Contract Amendment No. 5. Please review and contact me with any questions. Should the terms of this amendment be acceptable, please attach this letter as an exhibit to the formal contract amendment. We look forward to continuing our work together on the completion of this landmark project for the City of Bloomington!

Sincerely,



Kevin Osburn, PLA, ASLA  
President

Attachment: Summary Fee Worksheet



CONTRACT FEE SUMMARY								
ORIGINAL CONTRACT		Revised Fee					Revised Total	
Item	Original Fee	Amendment 1 Addtl. Fee	Amendment 2 Addtl. Fee	Amendment 3 Addtl. Fee	Amendment 4 Allocation	Amendment 5 Allocation	Total Fee	
Geotechnical Study	\$15,000.00	\$ 25,000.00			\$ (29,540.00)			\$10,460.00
Topographic Survey	\$25,000.00	\$ 3,800.00						\$28,800.00
Environmental Remediation	\$506,000.00	\$ -	\$ 20,000.00					\$526,000.00
Envmtl. Rem. Testing & Investigation	\$114,000.00	\$ -						\$114,000.00
Schematic Design	\$200,000.00	\$ -						\$200,000.00
Design Development	\$350,000.00	\$ 88,861.00						\$438,861.00
Construction Documents	\$650,000.00	\$ 167,913.00	\$ 4,500.00					\$822,413.00
Bidding	\$15,000.00	\$ 24,720.00						\$39,720.00
Construction Administration	\$475,000.00	\$ 253,560.00			\$ 29,540.00	\$ 220,500.00	\$ 91,063.15	\$1,069,663.15
Permitting	\$50,000.00	\$ 20,000.00						\$70,000.00
Expenses	\$10,000.00	\$ 17,500.00		\$ 13,287.67		\$ 11,130.00	\$ 3,036.85	\$54,954.52
<b>TOTAL</b>	<b>\$2,410,000.00</b>	<b>\$ 601,354.00</b>	<b>\$ 24,500.00</b>	<b>\$ 13,287.67</b>	<b>\$0.00</b>	<b>\$231,630.00</b>	<b>\$94,100.00</b>	<b>\$3,374,871.67</b>

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 21<sup>st</sup> day of July, 2015, by and between the City of Bloomington (hereinafter referred to as "CITY"), and Rundell Ernstberger Associates, LLC. (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the CITY wishes to complete a comprehensive construction design of the McDoel Switchyard Park property, including creation of construction documents and specifications, creation of bid documents and construction contract administration; and

WHEREAS, the CITY requires the services of a professional design and construction consultant in order to complete schematic design, design development, construction documents, permitting and approvals, project bidding and construction administration, which shall be hereinafter referred to as "the Services";

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

WHEREAS, Consultant is willing and able to provide such Services to the CITY;

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

**Article 1. Scope of Services:** Consultant shall provide the Services for the CITY as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the CITY as may be requested and desirable, including primary coordination with the Parks and Recreation Department official(s) designated by the CITY as project coordinator(s). Consultant agrees that any information or documents, including digital GIS information, supplied by the CITY pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

**Article 2. Standard of Care:** Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant

and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

**Article 3. Responsibilities of the CITY:** The CITY shall provide all necessary information regarding requirements for the Services. The CITY shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The CITY shall designate who is authorized to act on its behalf with respect to this Agreement.

**Article 4. Compensation:** The CITY shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, **shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00).** The payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the percentage of work completed only.

Additional services not set forth in Exhibit A, changes in services, or incurred expenses in excess of the rates set forth in Exhibit B 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. Claims for additional services or expenses must be submitted within thirty (30) days of the completion of the service or expenditure, and must be accompanied by a statement of itemized costs.

**Article 5. 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 7 herein.

**Article 6. Schedule:** Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. 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 CITY may terminate or suspend performance of this Agreement at the CITY's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the CITY and the CITY shall pay the Consultant 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 the Consultant'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 Consultant in connection with this Agreement shall become the property of the CITY, as set forth in Article 11 herein.

**Article 8. Identity of Consultant:** Consultant 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 Project Team whom Consultant has represented will be responsible therefor. Consultant thus agrees that the services to be done pursuant to this Agreement shall be performed by the Project Team described in Exhibit D, and such other personnel in the employ under contract or under the supervision of Consultant whom the CITY shall approve. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The CITY reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the CITY reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Opinions of Probable Cost:** All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant 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, Consultant 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 10. Reuse of Instruments of Service:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant 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 CITY or others on modifications or extensions of this project or on any other project. The CITY may elect to reuse such documents; however any reuse or modification without prior written authorization of the Consultant will be at the CITY's sole risk and without liability or legal exposure to the Consultant. The CITY shall indemnify, defend, and hold harmless the Consultant 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 the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the CITY and the Consultant.

**Article 11. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the CITY as part of the Services shall become the property of the CITY. Consultant 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 the Consultant.

**Article 12. Independent Contractor Status:** During the entire term of this Agreement, Consultant 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.

**Article 13. Indemnification:** Consultant shall defend, indemnify and hold harmless the City of Bloomington, the Bloomington Redevelopment Commission ("RDC"), and the officers, and employees of the City and the RDC from any and all damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance or attempted performance of its professional services, including, any reckless or negligent act or omission to act or any willful misconduct on the part of the Consultant, its employees, subconsultants, or anyone for whom the Consultant is legally liable, except that the above shall not apply to the sole negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to the CITY. This indemnification provision shall apply even if there is concurrent or joint negligence of the Consultant and the CITY, and even if there is active or passive negligence by either or both parties.

**Article 14. Insurance:** During the performance of any and all Services under this Agreement, Consultant 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.

Consultant shall provide evidence of each insurance policy to the CITY prior to the commencement of work under the Agreement. Approval of the insurance by the CITY shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the CITY required proof that the insurance has been procured and is in

force and paid for, CITY shall have the right at CITY's election to forthwith terminate the Agreement.

**Article 15. Conflict of Interest:** Consultant 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. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. 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 17. 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 18. Assignment:** Neither the CITY nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the CITY'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 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CITY and the Consultant.

**Article 20. 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 21. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

**Article 22. Compliance with Laws:** In performing the Services under this Agreement, Consultant 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, Consultant shall advise CITY 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, Consultant 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 23. Verification of New Employees' Immigration Status.** Consultant 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). Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant 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.

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

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

**Article 24. No Investment in Iran:** Consultant is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Consultant shall sign an affidavit, attached hereto as Exhibit F and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

**Article 25. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

**CITY:**

Bloomington Parks Department  
Attn: Dave Williams  
401 N. Morton  
Bloomington, IN 47402

**Consultant:**

Rundell Ernstberger Associates, LLC  
Kevin Osburn, RLA, ASLA  
429 E. Vermont St. Suite 110  
Indianapolis, Indiana 46202

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

**Article 26. Intent to be Bound:** The CITY and the Consultant 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 27. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the CITY and the Consultant. 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.

**REDEVELOPMENT COMMISSION**


BY:

  
\_\_\_\_\_  
David Walter, President

Date: 7/22/15

**CONSULTANT**

BY: Rundell Ernstberger Associates, LLC

  
\_\_\_\_\_  
Kevin Osburn, RLA, ASLA  
Title: Principal

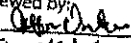
Date: 7/23/15

**CITY OF BLOOMINGTON**

BY:

  
\_\_\_\_\_  
Mark Krizan, Mayor

**CITY OF BLOOMINGTON**  
Controller

Reviewed by:   
\_\_\_\_\_  
DATE: 7/15/15  
FUND/ACCT: 016



CITY OF BLOOMINGTON  
Legal Department  
Reviewed By:  
Thomas Cameron  
DATE: 7-21-2015

APPENDIX "A"

Project Description

Project involves the design and construction of a signature urban park for the City of Bloomington to be located on a 58-acre parcel of land owned by the City and bounded approximately by Grimes Lane, Walnut Street, Country Club Drive and Rogers Street. The project design will be based on the *Switchyard Park Master Plan* approved by the Board of Parks and Recreation in 2012. Project components may include an events lawn; performance pavilion; park maintenance and restroom building; linear platform plaza with skatepark, spray plaza, playground, community gardens, grand shelter, entry pavilion, and court games; parking areas; multipurpose trails; best practice stormwater management features; and the integration of public art. Final project components will be determined based on project construction budget and discussions with City. It is anticipated that the floodway limits will be revised as part of a separate map revision process currently in process by the City. In addition to design and engineering, project services will include environmental remediation, permitting, and construction administration.

Scope of Services

- 1.) **Project Initiation:** CONSULTANT will meet with the City to discuss project design parameters, process, and schedule. CONSULTANT and our team will visit the project site to take photographs and document existing conditions.
- 2.) **Topographic Survey:** CONSULTANT will provide a topographic survey of the park property as needed for the completion of the project. Survey will utilize survey data collected as part of 2012 Master Planning Phase and will be supplemented with additional data as needed for the project.
  - a. Survey will include a master drawing with all of topographical features, apparent R/W, control point locations, bench marks and one-foot vertical contours.
  - b. The survey will include property information, right-of-way and property lines, and easements based on observed physical evidence and record documents, topographic data, utilities, buildings, bridges, walls, walks, signs, vaults, fences, gates, drives, species, drip line, and size of trees 6 inches in diameter and greater, and natural and man-made features, as evidenced by facilities at the ground surface and marks by others, as necessary for the development of project plans.
  - c. Survey will include spot grades at all edge of pavements, 25 ft. on center along curblines and centerline of street, changes in curb direction, top and bottom of walls, trees (6" diameter and larger), breaks in grade, ramps and top and bottom of curbs and on a 100' grid pattern throughout the survey area.
  - d. Survey will include coordination with all utility companies to locate and mark their utilities in field. CONSULTANT will notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). CONSULTANT will verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. Survey will include all storm and sewer structures including inverts, sizing of pipes and rim elevations.
  - e. The final survey will be provided in both hard copy and digital format certified by a Licensed Land Surveyor in the State of Indiana.
- 3.) **Geotechnical Study:** CONSULTANT will have a geotechnical study prepared in order to determine requirements for structural foundation systems for buildings and site structures as well as the feasibility of green infrastructure systems for stormwater management. The study will include an investigation of subsurface soil and groundwater conditions, lab analysis of field results, and recommendations regarding foundations types and soil permeability assembled into a final report prepared by a registered professional engineer. We anticipate approximately six to eight borings will be needed.

4.) **Environmental Remediation:**

a. **Environmental Investigation Services:**

1. CONSULTANT will complete additional sampling near Clear Creek to save trees rather than remove them and cover with soil. Doing this will minimize the number of trees removed and potentially save costs by minimizing the amount of soil cover material needed.
2. Some limited areas on site may require soil removal and offsite disposal and/or capping greater than 12 inches. It is not anticipated that these areas will be large. However, the size and extent cannot be determined without a final Remediation Work Plan and soil testing or similar document approved by the IDEM. CONSULTANT will complete additional sampling in these areas to determine the extent (if any) of soil excavation and if soil cover is needed.
3. CONSULTANT will complete sampling on the planned Rogers Street entrance property (Triple C) to investigate the Recognized Environmental Conditions outlined in the Phase I ESA completed by Fields Environmental, Inc.
4. CONSULTANT will complete sampling on the planned Walnut Street entrance property (once identified). CONSULTANT assumes that the City of Bloomington will complete an AAI compliant Phase I ESA on this site once it is identified and within six (6) months prior to site acquisition. Phase II activities completed by CONSULTANT will include sampling to investigate the Recognized Environmental Conditions outlined in the Phase I ESA provided by City. The Phase I ESA is not included in this scope of services.

b. **Environmental Remediation Construction Design and Oversight:**

1. CONSULTANT will meet with IDEM to determine the expected remedial action necessary to obtain site closure through a Site Status Letter with an Environmental Restrictive Covenant (ERC) limiting the site use to recreational.
2. CONSULTANT will work with the site design engineer to develop a site plan that integrates IDEM requirements into environmental design that is integrated with the engineered design of the site
3. CONSULTANT will prepare bid specifications related to environmental remediation activities including remediation plans as required by IDEM.
4. CONSULTANT will provide bid support related to environmental remediation activities.
5. CONSULTANT will observe, monitor, document and confirm remediation activities in the field as part of overall Construction Administration activities.
6. Upon completion of the remediation, CONSULTANT will prepare a Closure Report documenting the remediation and the report will be submitted to the Indiana Brownfield Program with a request for a Site Status Letter for closure of the site.

5.) **Schematic Design:**

- a. **Master Plan Review / Program Definition:** CONSULTANT will engage in discussions and meetings with City to review the 2012 Master Plan project scope and cost opinions in order to determine the preferred project components and budget alignment. This work may include preparation of revised updated cost opinions, discussions with subconsultants and preliminary plan diagrams in order to determine a project scope that aligns with the construction budget. This work will also include confirmation with the City on the status of the LOMAR process and land acquisitions and their impact on project design components. The result of this task will be agreement on a design program that defines the components to be included in the design process.

- b. **Schematic Design Documents:** Utilizing the master plan, design program, and topographical survey information, CONSULTANT will prepare preliminary drawings and other documents to define the general project scope and design components, including a site plan, preliminary building plans, sections and elevations; sketches and digital modeling; and preliminary selections of major building systems and construction materials. CONSULTANT will prepare a preliminary utilities plan that identifies utility service point locations and a preliminary drainage plan that identifies stormwater tie-in points to existing system, preliminary locations of trunklines, stormwater management best practices, and types of stormwater quality and quantity control measures. CONSULTANT will coordinate utility service requirements and processes with applicable utility companies. CONSULTANT will prepare a preliminary outline of anticipated permitting and approval requirements and a preliminary cost opinion. CONSULTANT will meet with the City as necessary to coordinate and review the progress of the work and receive approval for the Schematic Design documents.

6.) **Design Development:**

- a. **Design Development Documents:** Upon approval of the Schematic Design by the City, CONSULTANT will prepare design development drawings of the proposed site improvements. Design Development drawings to be prepared will include preliminary site demolition, layout, grading, drainage, utility plans and typical site details; architectural drawings, plans, sections, elevations, typical construction details; diagrammatic layouts of architectural, structural, mechanical and electrical systems. Site utility (sanitary sewer, water service, and gas) and drainage plans and details will be prepared and engineering calculations will be performed to determine the size, type, and location of stormwater lines and stormwater quality and quantity control measures. CONSULTANT will ready preliminary permitting documents in anticipation of permit submittals. CONSULTANT will also prepare outline specifications (major materials, systems, quality levels) and an updated cost opinion for the proposed work. CONSULTANT will meet with the City as necessary to coordinate and review the progress of the work and receive approval for the Design Development documents.

7.) **Construction Documents:**

- a. **Construction Documents:** Upon approval of the Design Development documents, CONSULTANT will finalize the project design documentation, which will include construction drawings and specifications. Construction drawings will include, but not be limited to, site demolition, layout, grading/drainage, erosion control, stormwater pollution prevention, utility, architectural, electric, mechanical, plumbing, structural, landscape, and irrigation plans and details. CONSULTANT will prepare technical specifications and utilize front end documents (bidding requirements, general conditions, instructions to bidders, etc.) provided by the City. CONSULTANT will prepare the final project cost opinion. CONSULTANT will review the Construction Documents with the City at the 50% and 95% completion stages and receive final approval of the Construction Documents prior to preparation of final bid documents.
- b. **Final Bid Documents:** Upon approval of the 95% review set of construction documents, CONSULTANT will proceed with the preparation of final plans, details, technical specifications, and estimates, required for bidding of the project. CONSULTANT will provide the City with one digital set of bid documents for posting to the City's "Blooming Bid" website. CONSULTANT will also provide digital bid documents to a local print shop for printing and distribution of bid documents. CONSULTANT will have print shop prepare limited hard copies of bid documents for distribution to the City and the Consultant team; printing expenses for these sets will be paid by the City.

8.) **Permitting/Approvals:** CONSULTANT will prepare the following documentation for permitting and approval of the work:

- a. **State of Indiana Design Release:** CONSULTANT will electronically file the project with the Indiana Department of Fire and Building Services and make any necessary revisions to obtain a Construction Design Release from the State Building Commissioner.
- b. **City of Bloomington Permits /Approvals:** CONSULTANT will work with City to review the project with and receive approvals from local agencies with jurisdiction over the project area and components.
- c. **Stormwater Pollution Prevention Plan (SWPPP) and Rule 5 Compliance:** CONSULTANT will prepare a Stormwater Pollution Prevention Plan (SWPPP) and Rule 5 documentation as required by local, state and federal requirements detailing the temporary and permanent practices that will be implemented to minimize the potential for pollution of receiving waters during the construction phase of the project and post-construction phase.
- d. **Wetland/ "Waters" Delineation and Report:** CONSULTANT will complete an investigation of the site to determine the limits of wetlands/"Waters of the U.S." present. The wetland delineation will be completed based on observations made during the field visit and information collected from soils maps, topographic data, aerial photography, available stream gage data, floodplain data, and the National Wetlands Inventory. Information collected on the other jurisdictional waters (streams) will include presence or absence of an ordinary high water mark (OHWM), OHWM dimensions, photo documentation, and GPS location of identified potentially jurisdictional streams. The wetland delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers (USACE) in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region. The boundaries of any wetland communities and other jurisdictional waters will be flagged so they can be located by survey crews and regulatory authorities. CONSULTANT will map any wetlands found on-site using a sub-meter accurate GPS unit. This method of wetland mapping has been approved by the USACE.

The results of the field reconnaissance will be summarized into a wetland/"Waters of the U.S." delineation report. The report will be based on the USACE Midwest regional supplement. Included exhibits will depict the approximate wetland and stream/OHWM and approximate property boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations. The USACE Midwest Region data forms for the properties will also be attached. The GPS wetland and stream survey will be used as the base wetland boundary map. The report will include an opinion of federal and state jurisdiction over the subject wetland and stream areas. If no wetlands or jurisdictional stream channels are identified on-site, this will be clearly stated in the summary report and background data supporting this opinion will be provided.

- e. **Wetland Mitigation / Monitoring Plan:** CONSULTANT will identify an appropriate wetland mitigation site. It is assumed that all required mitigation can be completed onsite. CONSULTANT will design a conceptual wetland mitigation plan that will include specific locations, amounts and dimensions for on-site mitigation measures. This plan will be based on typical guidelines and requirements of the Indiana Department of Environmental Management (IDEM) and the USACE. The conceptual plan will include a written report consisting of a narrative with maps and graphics describing the mitigation site and the measures to be implemented. The plan will also include a proposed schedule for monitoring the mitigation site as required by the regulatory agencies. CONSULTANT will work with IDEM and the USACE to make revisions to the plan as needed. The mitigation plan and report will be submitted as part of the 401/404 permit applications.

Upon approval of the mitigation plan by IDEM and USACE, the final design will be prepared as part of the design documents for the overall project. CONSULTANT will prepare the appropriate plan sheets and specifications to adequately describe the contractor's contractual obligations for the wetland mitigation area.

- f. **IDEM/USACE 401/404 Water Quality Permit:** CONSULTANT will prepare and submit a Regional General Permit No. 1 to USACE with attachments, including exhibits, tables, photographs, wetland/"Waters" delineation report, mitigation and monitoring plan, and overall project plans. CONSULTANT will also prepare and submit an IDEM Individual Section 401 Water Quality Certification and attachments. CONSULTANT will coordinate the overall review of the applications, mitigation plan and bridge design plans with the USACE and IDEM and will attend two additional meetings to discuss the permit applications.
  - g. **IDNR Construction in a Floodway Permit:** CONSULTANT will prepare and submit the application for a construction in a floodway permit to the Indiana Department of Natural Resources (IDNR) for construction of the proposed Master Plan elements within the floodway of Clear Creek. CONSULTANT will rely on updated floodway limits to be provided by the City as a result of the Letter of Map Revision (LOMAR) process. Items to be submitted to the IDNR include the project plans, floodway exhibits and data, and the appropriate non-modeling hydraulic analysis worksheet. The application process also includes submittal of public notices to adjacent landowners and submittal of documentation of the public notice process to IDNR. CONSULTANT will also periodically check with IDNR staff after the permit is submitted regarding its status and respond to technical and environmental questions as needed.
- 9.) **Bidding:** CONSULTANT will prepare addenda, clarifications, and answer contractor questions as required during the bidding period. CONSULTANT will assist the City in the facilitation of the pre-bid meeting and in evaluating the bids received for the project.
- 10.) **Construction Administration:** CONSULTANT will provide the following services during construction:
- a. **Project Representative:** CONSULTANT will provide a full time Project Representative on site for the duration of construction activities.
  - b. **Pre-Construction Meeting:** CONSULTANT will attend the preconstruction meeting and assist the City to review lines of communication, correspondence, schedule, procedures, meeting dates, and unique construction items with the Contractor.
  - c. **Progress Meetings:** CONSULTANT will attend and assist the City in facilitating bi-weekly construction progress meetings to review progress of work, construction schedule, and outstanding issues.
  - d. **Evaluations of the Work:** CONSULTANT will observe and evaluate construction activities to determine if the Work observed is being performed in accordance with the Contract Documents; report on the progress and quality of the portion of the Work completed; and report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the Work.
  - e. **Certificates for Payment to Contractor:** CONSULTANT will review and certify the amounts due the Contractor and issue certificates in such amounts. Certification for payment shall constitute a representation to the City, based on CONSULTANT's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. CONSULTANT will maintain a record of the Applications and Certificates for Payment.
  - f. **Submittals:** CONSULTANT will review the Contractor's submittal schedule and take action on submittals in accordance with the approved submittal schedule; review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents; and maintain a record of submittals and copies of submittals supplied by the Contractor.

- g. **Requests for Information (RFI) and Architect's Supplemental Instructions (ASI):** CONSULTANT will review and respond to requests for information about the Contract Documents and, if appropriate, prepare and issue supplemental Drawings and Specifications in response to requests for information. CONSULTANT will prepare and issue ASI's as necessary to the Contractor to clarify Contract Documents. CONSULTANT will maintain a record of RFI's and ASI's.
- h. **Changes in the Work:** CONSULTANT will review and evaluate proposal requests from the Contractor. At the City's discretion and in coordination with the City, CONSULTANT will authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time; prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents; and maintain records relative to changes in the Work.
- i. **Project Completion:** CONSULTANT will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the City, for the City's review and records, as-built drawings, operations and maintenance manuals, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Final inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. When the Work is found to be substantially complete, CONSULTANT will inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. CONSULTANT will forward to the City the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens; and (3) any other documentation required of the Contractor under the Contract Documents. Prior to the expiration of one year from the date of Substantial Completion, CONSULTANT will conduct a One Year Warranty Inspection with the City and prepare a list of warranty items to be addressed by the Contractor.

**APPENDIX "B"**  
 Compensation and Cost Summary

**A. Amount of Payment**

1. The **CONSULTANT** shall receive as payment for the work performed under this Contract the total lump sum fee of **\$2,410,000.00** in accordance with the following Fee Schedule, unless a modification of the Contract is approved in writing by the **CITY**.

2. The **CONSULTANT** will be paid for the work performed under this Contract as indicated.

**Fee Schedule Summary:**

a. Topographic Survey and Geotechnical Study	\$40,000.00
b. Environmental Remediation	\$506,000.00
c. Schematic Design	\$200,000.00
d. Design Development	\$350,000.00
e. Construction Documents	\$650,000.00
f. Bidding	\$15,000.00
g. Construction Administration	\$475,000.00
h. Permitting	\$50,000.00
i. Expenses*	\$10,000.00
j. Environmental Remediation Testing & Investigation	\$114,000.00

\* Expenses are not to exceed this amount without prior written approval and will be invoiced in accordance with Attachment B-1.

3. **Additional Services:** Any services beyond those listed in Appendix A and in Appendix B, paragraph A.2 above will be considered Additional Services and, if required, the **CONSULTANT** will be paid for these services in accordance with Article 4 on a fixed, hourly, or negotiated fee basis.

**B. Method of Payment:**

1. The **CONSULTANT** may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the **CITY**. The invoice voucher shall represent the value, to the **CITY**, of the partially completed work as of the date of invoice voucher. The **CONSULTANT** shall attach thereto a summary of each pay item in Paragraph A of this Appendix, percentage completed (for Lump Sum services), hours completed (for Hourly NTE services), and prior payment in a form, acceptable to the **CITY**. Payment for hourly services and expenses shall be in accordance with Attachment B-1.

2. The **CITY** for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the **CONSULTANT** for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the **CITY**, and upon the **CONSULTANT** submitting an invoice as described above.

3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted by a Contract Supplement in accordance with Article 4 as set out in this Contract.



APPENDIX "B-1"  
Hourly Rates and Reimbursable Expenses

RUNDELL ERNSTBERGER ASSOCIATES, LLC  
HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$195.00
Associate	\$138.00
Professional Staff (Registered Land. Arch.)	\$116.00
Technical Staff (Graduate Land. Arch.)	\$96.00
Clerical	\$70.00

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

Billing rates may be adjusted by a Contract Supplement to reflect changes in the compensation payable to the CONSULTANT, if agreed upon by both the CITY and the Consultant.

Reimbursable Expenses

Mileage	Standard Mileage Rate
Travel, Lodging, and Meals	Cost
Telephone, Telex, Telecopy, Faxes, etc.	Cost
Postage, Handling, etc.	Cost
Copies	
Black & White (8 1/2 x 11)	\$0.05/copy
Black & White (11 x 17)	\$0.10/copy
Color In-House Printer	
8 1/2 x 11 Inkjet	\$1.00
8 1/2 x 11 Presentation	\$1.50
8 1/2 x 11 Photo Paper	\$2.50
11 x 17 Inkjet	\$2.00
11 x 17 Presentation Paper	\$2.75
11 x 17 Photo Paper	\$3.50
CD Copies	\$5.00
Plots	
Black & White In-House Plots	
Bond	\$1.00 SF
Vellum	\$1.50 SF
Mylar	\$1.75 SF
Color In-House Plots	
Heavy bond	\$4.00 SF
Semi-Gloss	\$5.00 SF
High-Gloss	\$6.00 SF
Materials	Cost + 5%
Equipment Rental	Cost + 5%
Subcontract Services	Cost + 5%

APPENDIX "C"  
Project Schedule

PHASE OF WORK	TIMELINE	COMPLETION
Notice to Proceed (assumed)		15 July 2015
Topographic Survey/Geotech./Envntl. Sampling	1 month	14 August 2015
Schematic Design	2 months	16 October 2015
Design Development	4 months	15 February 2016
Construction Documents /Permitting	6 months	15 August 2016
Bidding/Contract Award	2.5 months	30 November 2016
Construction Administration	18 months	May 2018

APPENDIX "D"  
Consultant Team Roles and Principal Personnel

FIRM/ PERSONNEL	ROLE
<b>Rundell Ernster Associates, LLC</b> Kevin Osburn, PLA, ASLA Cheryl Chalfant, ASLA Dan Liggett, PLA, ASLA, LEED AP Jeff Maydak, ASLA John Zant, PE	<b>Project Lead   Landscape Architecture + Civil Engineering</b> Principal in Charge & Project Team Leader Project Manager Project Landscape Architect Project Landscape Architect Project Civil Engineer
<b>Axis Architecture + Interiors</b> Drew White, FAIA, LEED AP Eric Anderson, AIA, LEED AP	<b>Architecture</b> Principal in Charge – Architecture Project Architect
<b>Bruce Carter Associates, LLC</b> John Kilmer, CHMM Joel Markland Len Hinrichs, LPG	<b>Environmental Remediation</b> Principal, Technical Oversight & Remediation Design Principal, Project Oversight & Coordination Project Manager, Remediation Design & Field Oversight
<b>Christopher B. Burke Engineering, LLC</b> Brian McKenna, PE, CFM Kerry Daily, EI, CFM, CPESC Sarah Wright	<b>Floodway / Wetland Permitting</b> Principal in Charge – Permitting Project Manager, IDNR Permitting Project Manager, Wetlands Consulting; 401/404 Permitting
<b>The Engineering Collaborative</b> Samuel L. Hurt, PE, RA, LEED AP John T. Lowe, QCP Gregory M. Hofer	<b>Mechanical, Electrical, Plumbing Engineering</b> Principal in Charge - MEP Engineering Principal in Charge - HVAC Senior Electrical Designer
<b>Lynch Harrison Brumleve</b> Wes Harrison, PE	<b>Structural Engineering</b> Principal in Charge – Structural Engineering
<b>VS Engineering, Inc.</b> Sanjay Patel, PE Dennis Clark, PE Jim Barker, PE	<b>Structural Engineering – Former Railroad Bridges</b> Principal in Charge – Structural Engineering Project Engineer Historic Bridge Engineer
<b>Delta Fountains</b> Scott Johnston	<b>Fountain Consultants</b> Principal – Fountain Design
<b>Bledsoe Riggert &amp; Guerretaz, Inc.</b> Ben Bledsoe	<b>Surveying</b> Project Manager, Surveying
<b>Eco Logic, LLC</b> Spencer Goehl	<b>Ecological Services</b> Project Manager, Ecological Services

EXHIBIT E

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Principal of Randell Ernstberger Assoc.'s.  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
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 State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Kevin Osburn  
Signature  
Kevin Osburn  
Printed name

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared Kevin Osburn and acknowledged the execution of the foregoing this 23 day of July, 2015.

My Commission Expires: May 31, 2023  
County of Residence: Brown

Kimberly Clopp  
Notary Public  
Kimberly clopp  
Name Printed

EXHIBIT F

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

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

1. The undersigned is the Principal of Rundell Ernstberger Assoc.'s  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

Kevin Osburn  
Signature  
Kevin Osburn  
Printed name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
Kevin Osburn and acknowledged the execution of the foregoing this \_\_\_\_\_  
23 day of July, 2015.

My Commission Expires: May 31, 2023

County of Residence: Brown

Kimberly Clepp  
Notary Public  
Kimberly Clepp

**AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**  
**between the**  
**CITY OF BLOOMINGTON**  
**and**  
**RUNDELL ERNSTBERGER ASSOCIATES, LLC (“Consultant”)**

This Addendum amends the Agreement for Consulting Services (“Agreement”) between the City of Bloomington (“City”) and Rundell Ernstberger Associates, LLC (“Consultant”) for a comprehensive construction design of the McDoel Switchyard Park property, entered into on July 21, 2015, as follows:

1. Changes to the Scope of Services:
  - a. Article 1 currently states: “Consultant shall provide the Services for the CITY as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.” Article 1 continues: “Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.”
  - b. The following shall be added to Article 1: “Consultant shall also provide the Services for the CITY as set forth in Exhibit G, ‘Additional Services.’ Exhibit G is attached hereto and incorporated herein by reference as though fully set forth. Consultant shall complete the Additional Services as described in Exhibit G in a timely manner consistent with the Standard of Care identified in Article 2.”
2. Changes to the Consultant’s Compensation:
  - a. Article 4 currently states: “The CITY shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation.” It continues: “The total compensation paid, including fees and expenses, shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00).” In light of the Services set forth in Exhibit G, Article 4 shall be amended to state: “The total compensation paid, including fees and expenses, shall not exceed the amount of Three Million Eleven Thousand Three Hundred Fifty Four and 00/100 Dollars (\$3,011,354.00).” Exhibit B shall be amended as follows:

ORIGINAL CONTRACT		Amendment 1	Revised Total
Item	Original Fee	Addtl. Fee	Total Fee
Geotechnical Study	\$15,000.00	\$ 25,000.00	\$ 40,000.00
Topographic Survey	\$25,000.00	\$ 3,800.00	\$ 28,800.00
Environmental Remediation	\$506,000.00	\$ -	\$ 506,000.00
Envmtl. Rem. Testing & Investigation	\$114,000.00	\$ -	\$ 114,000.00
Schematic Design	\$200,000.00	\$ -	\$ 200,000.00
Design Development	\$350,000.00	\$ 88,861.00	\$ 438,861.00
Construction Documents	\$650,000.00	\$ 167,913.00	\$ 817,913.00
Bidding	\$15,000.00	\$ 24,720.00	\$ 39,720.00
Construction Administration	\$475,000.00	\$ 253,560.00	\$ 728,560.00
Permitting	\$50,000.00	\$ 20,000.00	\$ 70,000.00
Expenses	\$10,000.00	\$ 17,500.00	\$ 27,500.00
<b>TOTAL</b>	<b>\$2,410,000.00</b>	<b>\$ 601,354.00</b>	<b>\$ 3,011,354.00</b>

3. Changes to the Schedule
  - a. Article 6 currently states: “Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule.” In light of the Services set forth in Exhibit G, Exhibit C shall be replaced with the Amended Exhibit C that is attached to this Addendum.
4. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

**REDEVELOPMENT COMMISSION**

**CONSULTANT**

By: \_\_\_\_\_  
Donald Griffin

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

Date: \_\_\_\_\_

**Exhibit C**  
Project Schedule - **AMENDED**

<b>PHASE OF WORK</b>	<b>TIMELINE</b>	<b>COMPLETION</b>
Notice to Proceed (original contract)		July 24, 2015
Topographic Survey / Environmental Sampling	1 month	August 14, 2015
Schematic Design	13 months	October 16, 2016
Notice to Proceed with Amended Project Scope	(assumed)	January 23, 2017
Geotech/Design Development	5 months	June 26, 2017
Construction Documents /Permitting	8 months	February 26, 2018
Bidding/Contract Award	2.5 months	May 7, 2018
Substantial Completion of Construction	20 months	December 1, 2019
Construction Administration	24 months	May 31, 2020



**SECOND ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES**  
**between the**  
**CITY OF BLOOMINGTON**  
**and**  
**RUNDELL ERNSTBERGER ASSOCIATES, LLC (“Consultant”)**

This Second Addendum (“Addendum”) amends the Agreement for Consulting Services (“Agreement”) between the City of Bloomington (“City”) and Rundell Ernstberger Associates, LLC<sup>1</sup> (“Consultant”) for a comprehensive construction design of the McDoel Switchyard Park property, entered into on July 21, 2015, as follows:

1. Changes to the Scope of Services:
  - a. Article 1 currently states: “Consultant shall provide the Services for the CITY as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.” Article 1 continues: “Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.” The Addendum approved by the RDC in Resolution 17-06 added additional services in a new Exhibit G.
  - b. The following shall be added to Article 1: “Consultant shall also provide the Services for the CITY as set forth in Exhibit H, ‘Additional Services.’ Exhibit H is attached hereto and incorporated herein by reference as though fully set forth. Consultant shall complete the Additional Services as described in Exhibit H in a timely manner consistent with the Standard of Care identified in Article 2.” Exhibit H is attached to this Second Addendum.
2. Changes to the Consultant’s Compensation:
  - a. Article 4 originally stated: “The CITY shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation.” It continued: “The total compensation paid, including fees and expenses, shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00).” The RDC amended the original funding approval in Resolution 15-41, approving payment of an additional amount not to exceed Six Hundred One Thousand Three Hundred Fifty Four Dollars (\$601,354), for a total not to exceed cost for the Agreement of Three Million Eleven Thousand Three Hundred Fifty Four and 00/100 Dollars (\$3,011,354.00)
  - b. In light of the Services set forth in Exhibit H, Article 4 shall be amended to state: “The total compensation paid, including fees and expenses, shall not exceed the amount of Three Million Thirty-Five Thousand Eight Hundred Fifty-Four and 00/100 Dollars (\$3,035,854.00).” Exhibit B shall be amended to add the following additional compensation:

<sup>1</sup> The Parties note that Rundell Ernstberger Associates has been reorganized and is now a corporation.

Revise and Resubmit Environmental Remediation Plan	\$20,000
<u>HVAC Systems Design</u>	<u>\$4,500</u>
<b>Total Additional Compensation</b>	<b>\$24,500</b>

**Total Compensation** **\$3,035,854.00**

c. The funding approval in this Second Addendum shall replace the funding approval of an amount not to exceed Three Million Eleven Thousand Three Hundred Fifty Four and 00/100 Dollars (\$3,011,354.00) that was set forth in Resolution 17-06.

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

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

**REDEVELOPMENT COMMISSION**

**CONSULTANT**

By: \_\_\_\_\_  
Donald Griffin, President

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD OF PARK COMMISSIONERS**

By: \_\_\_\_\_  
Les Coyne, President

Date: \_\_\_\_\_

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

Date: \_\_\_\_\_

## **EXHIBIT H**

### **Additional Services**

Consultant shall provide the following additional services:

Revise and resubmit Environmental Remediation Plan - \$20,000 - Additional services required to revise and resubmit the Environmental Remediation Plan to the Indiana Department of Environmental Management as a result of changes to the U.S. Environmental Protection Agency's regulations for remediating sites with contaminants found on the Switchyard Park property.

HVAC Systems Design - \$4,500

Additional services to redesign the HVAC system in the park Splash Pad restroom/mechanical building to allow for early spring and late fall public use. Design of a secondary dedicated HVAC system and chemical fire suppression system for the room at the Bloomington Police Sub Station facility dedicated to IT use and electronic surveillance of Switchyard Park.

**ADDENDUM III**  
**TO**  
**AGREEMENT FOR CONSULTANT SERVICES**  
(Entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2018)

WHEREAS, on July 21, 2015, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Rundell Ernstberger Associates (“Consultant”) to develop a comprehensive construction design of the McDoel Switchyard Park property; and

WHEREAS, the Consultant has requested consideration of payment for additional reimbursable expenses based on higher than anticipated fees; and

WHEREAS, the Department wishes to increase the compensation amount by \$13,287.70 (Thirteen Thousand Two Hundred Eighty Seven Dollars and Seventy Cents) to pay for these additional expenses; and

WHEREAS, pursuant to Article 27 of said Agreement, Agreement may be modified only by a written amendment signed by both parties.

NOW, THEREFORE, the parties hereto mutually agree as follows:

**Article 1. Compensation:** The Department shall pay Consultant for the Services, for all fees and expenses in an amount not to exceed Three Million Forty Nine Thousand One Hundred Forty One Dollars and Seventy Cents (\$3,049,141.70).

**Article 2. Modification:** Any other modification to said Agreement shall be in writing per Article 27 of the Agreement.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

**CITY OF BLOOMINGTON**

**RUNDELL ERNSTBERGER ASSOCIATES**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Kevin Osburn, RLA, ASLA

\_\_\_\_\_  
Kathleen Mills, Park Board President  
Board of Park Commissioners

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Donald Griffin, President  
Redevelopment Commission

**FOURTH ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES**  
**between the**  
**CITY OF BLOOMINGTON**  
**and**  
**RUNDELL ERNSTBERGER ASSOCIATES, LLC (“Consultant”)**

This Fourth Addendum (“Addendum”) amends the Agreement for Consulting Services (“Agreement”) between the City of Bloomington (“City”) and Rundell Ernstberger Associates, LLC (“Consultant”) for a comprehensive construction design of the McDoel Switchyard Park property, entered into on July 21, 2015, as follows:

1. Changes to the Scope of Services:
  - a. Article 1 currently states: “Consultant shall provide the Services for the CITY as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.” Article 1 continues: “Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.” The parties have previously approved three addenda as laid out in new Exhibits G, H, and I, and now the Parties wish to add additional services.
  - b. The following shall be added to Article 1: “Consultant shall also provide the Services for the CITY as set forth in Exhibit J, ‘Additional Services.’ Exhibit J is attached hereto and incorporated herein by reference as though fully set forth. Consultant shall complete the Additional Services as described in Exhibit J in a timely manner consistent with the Standard of Care identified in Article 2.” Exhibit J is attached to this Fourth Addendum.
2. Changes to the Consultant’s Compensation:
  - a. Article 4 states: “The CITY shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation.” It continued: “The total compensation paid, including fees and expenses, shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00).” With the three addenda, the City through its Redevelopment Commission approved a total compensation in the amount of Three Million Forty-nine Thousand One Hundred Forty-one Dollars and Seventy Cents (\$3,049,141.70).
  - b. In light of the Services set forth in Exhibit J, an amount not to exceed Two Hundred Thirty-One Thousand Six Hundred Thirty Dollars (\$231,630.00) shall be added to the overall compensation. Therefore, Article 4 shall be amended to state: “The total compensation paid, including fees and expenses, shall not exceed the amount of Three Million Two-Hundred-Eighty Thousand Seven Hundred Seventy-One and 67/100 Dollars (\$3,280,771.67).” Exhibit B shall be amended to add the following additional compensation:

REA Actual Time (Nov. 2019 through Feb. 2020)	\$87,580
REA Actual Expenses (Dec. 2019 through Feb. 2020)	\$5,520
REA Projected Time (Mar. 2020 through July 1, 2020)	\$132,920
<u>REA Projected Expenses (Mar. 2020 through July 1, 2020)</u>	<u>\$5,610</u>
<b>Total Additional Compensation</b>	<b>\$231,630</b>

**Total Compensation** **\$3,280,771.67**

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

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

**REDEVELOPMENT COMMISSION**

By: \_\_\_\_\_  
Donald Griffin, President

Date: \_\_\_\_\_

**RUNDELL ERNSTBERGER  
ASSOCIATES**

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

**BOARD OF PARK COMMISSIONERS**

By: \_\_\_\_\_  
Kathleen Mills, President

Date: \_\_\_\_\_

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

Date: \_\_\_\_\_

**EXHIBIT J**

**(Attached)**

City of Bloomington  
Redevelopment Commission  
**AMENDED** Project Review & Approval Form

**Please Note:**

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

*To Be Completed by Requesting Party:***Project Name:** Switchyard Park Project**Project Manager:** Dave Williams, Parks**Project Description:** Park design, proposed land acquisition, and construction per 2012 “Switchyard Park Master Plan” (<http://tinyurl.com/switchyard>).**Project Timeline:** **Start Date: July 2015**  
**End Date: September 30, 2020****Financial Information:**

Estimated full cost of project:	\$34,170,056.67
Sources of funds:	2015 TIF Bond; Consolidated TIF

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

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract (start)	\$2,410,000	June 2015 – Sep. 2020
	\$3,374,871.67	
1a Design Contract Amendment #1	\$601,354	
1b Design Contract Amendment #2	\$24,400	
1c Design Contract Amendment #3	\$13,287.70	
1d Design Contract Amendment #4	\$231,630.00	
<b>1e Design Contract Amendment #5</b>	<b>\$94,100.00</b>	
2 Property Acquisitions	\$1,275,000	June 2015 – Feb. 2017
3 LEED Consultant	\$20,500	December 2017 - April 30, 2021
4 Park Contracted Construction	\$27,150,060	May 7, 2018 – May 31, 2020



5 Additional Project Expenses  
Total Project Costs

\$2,349,625  
\$34,170,056.67

May 7, 2018 – May 31, 2020

**TIF District:** Consolidated TIF (Thomson-Walnut TIF)

- Resolution History:**
- 15-30 Initial Approval of Project
  - 15-41 Approval of Design Contract
  - 15-46 Appraisals of 1724 S. Walnut Street
  - 15-47 Offer to Purchase 1724 S. Walnut Street (Wee-Willies)
  - 15-57 Offer to Purchase 1724 S. Walnut Street
  - 15-77 Amendment of Offer to Purchase 1724 S. Walnut Street
  - 15-79 Acceptance of Environmental Conditions at 1724 S. Walnut Street
  - 16-23 Payment of Property Taxes on 1724 S. Walnut Street
  - 16-54 Environmental Assessments of South Walnut Properties
  - 16-60 Appraisals of South Walnut Properties
  - 16-85 Offers to Purchase South Walnut Properties
  - 17-05 Offer to Purchase 1730 S. Walnut Street (Night Moves)
  - 17-06 Amendment of Design Contract #1 (Scope of Work increased)
  - 17-08 Offer to Purchase 1730 S. Walnut Street and Fund Phase II Environmental Assessment
  - 17-11 Amendment to Lease with Tenant at 1730 S. Walnut Street
  - 17-20 Supplemental Phase II Environmental Assessment for 1730 S. Walnut Street
  - 17-24 Amendment to Offer to Purchase 1730 S. Walnut Street (17-08)
  - 17-26 Acceptance of Environmental Conditions at 1730 S. Walnut Street
  - 17-101 Amendment of Design Contract #2 (Resubmit Environmental Remediation Plan due to changes in EPA regs., HVAC design changes to Splash Pad restroom facility)
  - 17-102 LEED Commissioning Consultant
  - 18-25 Switchyard Park contracted construction, related project expenses
  - 18-88 Third Amendment to Design Contract
  - 20-21 Fourth Amendment to Design Contract
  - 20-52 **Fifth Amendment to Design Contract**

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**20-53**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF ADDENDUM TO AGREEMENT WITH BCA ENVIRONMENTAL  
CONSULTANTS, LLC**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, 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 4<sup>th</sup> Street Garage and a Garage within the Trades District (“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, on October 19, 2017, the City entered into an agreement with BCA Environmental Consultants, LLC (“BCA”), which is attached to this Resolution as Exhibit B, to perform “Brownfields Assessments” throughout the City, including in the Consolidated TIF pursuant to the terms of a grant through the Environmental Protection Agency (“Services”); and
- WHEREAS, as part of the RDC’s redevelopment of properties and construction of the Project as public improvements within the allocation area, it is necessary to utilize the services of a consultant for environmental remediation and testing; and
- WHEREAS, remediation to serve the Project, including reimbursement for a Phase II Study within the Trades District, and certain testing within the Consolidated TIF do not fall within the bounds of the EPA grant; and
- WHEREAS, the staff have negotiated an addendum to the Agreement with BCA for the performance of environmental remediation and additional testing for the Project and within the Consolidated TIF (“Additional Services”); and
- WHEREAS, part of that additional testing will include a background arsenic test in the urban downtown, which will assist in redevelopment of real estate within the allocation area; and

WHEREAS, BCA is willing to perform the Additional Services for an amount not to exceeds One Hundred Six Thousand Seven Hundred Fifty-Nine Dollars (\$106,759.00); and

WHEREAS, City Staff has negotiated a consulting agreement with BCA, a copy of the proposed addendum for the Additional Services is attached to this Resolution as Exhibit A; and

WHEREAS, there are available funds in the Consolidated TIF to pay for the Additional Services; and

WHEREAS, the City has brought the RDC a Project Review Form (“Form”) that itemizes the environmental remediation and testing to be performed by BCA under the terms of this Addendum, which is attached to this Resolution as Exhibit C; and

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

1. The RDC finds the above described expenditures to be an appropriate use of the Consolidated TIF, and finds that the Additional Services serve the public’s best interests.
2. The RDC hereby approves the Addendum for the Additional Services.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed One Hundred Six Thousand Seven Hundred Fifty-Nine Dollars (\$106,759.00) from the appropriate Consolidated TIF fund to be payable in accordance with the terms of the Agreement and Addendum.
4. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2021.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Donald Griffin, President

ATTEST:

\_\_\_\_\_  
Cindy Kinnarney, Secretary

\_\_\_\_\_  
Date

**ADDENDUM TO AGREEMENT BETWEEN CITY OF BLOOMINGTON AND  
BCA ENVIRONMENTAL CONSULTANTS, LLC**

This Addendum supplements the Agreement for Professional Services between the City of Bloomington Redevelopment Commission (“RDC”) and BCA Environmental Consultants, LLC (“BCA”) (“Agreement”) dated October 19, 2017, as follows:

1. Article 5 of the Agreement states: “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...” The RDC and CSO believe it is in the best interest of the project to add certain services to the Scope of Services (“Additional Services”). These Additional Services are specified in Exhibit 1, which is attached to this Addendum and incorporated herein.
2. Compensation: The RDC shall pay CSO an amount not to exceed One Hundred Six Thousand Seven Hundred Fifty-Nine Dollars (\$106,759.00) for the Additional Services. Any unused amount attributed in Exhibit 1 to an allowance or alternate shall remain with the RDC. The total compensation for all services shall not exceed Four Hundred Four Thousand Thirty-Seven Dollars and Thirty-Eight Cents (\$404,037.38).
3. Pursuant to Article 2 of the Agreement, the term of the Agreement shall be extended until December 31, 2021.
4. In all other respects, the Agreement shall remain in effect as originally written.

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

**CITY OF BLOOMINGTON**

**BCA Environmental Consulting, LLC**

\_\_\_\_\_  
Philippa Guthrie, Corporation Counsel

\_\_\_\_\_  
Joel Markland, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Donald Griffin, President

\_\_\_\_\_  
Date



# BCA Environmental Consultants, LLC

AIR • WATER • SOLID WASTE • BROWNFIELDS • REMEDIATION SERVICES

July 31, 2020

Alex Crowley,  
Director, Economic and Sustainable Development  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, IN 47402

RE: Proposal for Study of Background Arsenic  
City of Bloomington

Dear Mr. Crowley:

BCA Environmental Consultants, LLC (BCA) is pleased to present this proposal for conducting an investigation of arsenic background levels in the City of Bloomington. The Indiana Department of Environmental Management (IDEM) Solid Waste Compliance Branch requires that contaminated soils be handled as solid waste after excavation. They define 'contaminated' as any soil exceeding the IDEM RCG Screening Levels, which for arsenic is below levels commonly observed in native soils in much of Indiana and in shallow soils in urban areas. To establish an accepted background level in local areas, IDEM has developed a protocol for conducting a background study.

The purpose of the investigation is to establish the level of urban background arsenic for the City of Bloomington. The investigation will follow the protocol established by IDEM in similar background studies in the City of Terre Haute and the City of Indianapolis. A minimum of 14 samples will be collected from at least seven (7) different parks in the City, to be identified by the City. Qualifying parks must have areas with no previous development in them, be large enough and placed to allow sample locations to be set back from roads and other interferences. Each sample will consist of five (5) aliquots placed 25 feet apart and collected from 0-6" below the O horizon (consisting primarily of A horizon material and with no evidence of fill and roots removed). The aliquots will be composited, and a single sample submitted to the laboratory for analysis for arsenic by EPA Method 6010.

Quality control will include a field duplicate and an equipment blank. Standard statistical analysis of the sample results will include minimum, maximum, mean, median, variance and standard deviation. The report will include a discussion of the purpose, method and results, as well as tables of results and statistics and sample maps.

The cost of performing the investigation would be \$10,524 which is detailed on the attached cost sheet. The project will be completed within approximately 8 weeks of

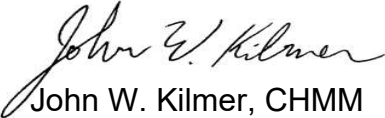
7202 E 87<sup>th</sup> St., Suite 110  
Indianapolis, IN 46256  
Phone (317) 578-4233  
Fax (317) 578-4250

224 W Jefferson Blvd, Suite 204  
South Bend, IN 46601  
Phone (574) 522-1019  
Fax (574) 522-0374

notice to proceed and will be invoiced monthly on a percent completion basis. BCA will start the work immediately upon approval.

We appreciate the opportunity to be of service to the City of Bloomington. Please contact me at (317) 578-4233 x102 if you have any questions.

Sincerely,  
BCA Environmental Consultants, LLC

  
John W. Kilmer, CHMM  
VP Technical Services

Cc: J. Scism, CORE Planning  
J. Underwood, City of Bloomington

Prepared 7/31/2020

**COST ESTIMATES**  
**Background Study**

Bloomington, IN

**Arsenic Background Study**

**\$10,524**

**Task A: Planning, coordination, identify parks and sampling areas**

**\$1,196.00**

Senior Engineer/VP Tech	3	hr	124	\$372.00
Project Manager	8	hr	103	\$824.00

**Task C: Field Investigation - Prep, Soil sampling, field docs,**

**Field prep, sampling**

**\$3,115.50**

Senior Engineer/VP Tech	2	hr	124	\$248.00
Project Manager	7	hr	103	\$721.00
Staff Geologist	27	hr	81	\$2,146.50
Field Scientist	25	hr	71	\$1,739.50

**Field Expenses**

**\$330.00**

PID		day	75	\$0.00
Misc Field Supplies	2	day	25	\$50.00
Field filter (10 um)		ea	28	\$0.00
GPS	2	day	120	\$240.00
Groundwater pump (low flow)		day	150	\$0.00
Groundwater flow cell/multi sonde		day	125	\$0.00
0.170" Poly dual tube		ft	1.75	\$0.00
3/8" ID Poly Tubing		ft	1	\$0.00
Water level meter		day	12	\$0.00
hand auger	2	day	20	\$40.00
Field van equip		day	40	\$0.00

**Travel - Mileage 1 RT = 150**

	300	mi	0.50	\$150.00
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**\$430.00**

Hotel & meals (persons)	2	ea	140	\$280.00
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**Subcontracts**

**\$0.00**

Private Utility Locate (GPR)		lot	805	\$0.00
Geophysical Survey		lot	0	\$0.00
Drilling (subcontract)		lot	2442.6	\$0.00
Monitoring Well Installation		lot		\$0.00
Drum disposal		dms	150	\$0.00

**Laboratory Analyses**

**\$222.64**

Soil Arsenic (method 6010)	16	ea	13.92	\$222.64
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**Task D: Report Preparation**

**\$3,490.00**

Senior Engineer/VP Tech	5	hr	124	\$620.00
Pjt Mgr/Sr Geologist/Sci	20	hr	103	\$2,060.00
Staff Geol/Scientist	10	hr	81	\$810.00

**SAMPLING AND ANALYSIS PLAN  
SUPPLEMENTAL PHASE II ENVIRONMENTAL SITE ASSESSMENT**

**Parking Lot – Trades Garage  
501 N. Morton Street  
Bloomington, Indiana 47404  
Cooperative Agreement # BF - 00E02280 – 0  
BCA Project No. 8141/19-244  
December 27, 2019**

**1.0 BACKGROUND AND PURPOSE**

The Subject Site is an active parking lot located at 501 N. Morton Street in Bloomington, Indiana. The current owner of the Subject Site is the City of Bloomington Department of Redevelopment. The Subject Site is comprised of one (1) parcel of land identified by the parcel number (# 53-01-36-978-004.000-005) totaling approximately 1.3 acres of land that is situated in the City of Bloomington, Monroe County, Indiana. The Site is located on the south side of West 10<sup>th</sup> Street and on the east side of N. Rogers Street. The surrounding area is a mix of commercial and municipal properties. The B-Line multi-use trail runs along the western property boundary.

A Phase I Environmental Site Assessment (ESA) of the Subject Site was conducted for the City of Bloomington by BCA Environmental Consultants, LLC (BCA). The Phase I ESA was funded through an U.S. EPA Brownfield Assessment Grant to the City of Bloomington (Cooperative Agreement BF- 00E02280). The Phase I ESA identified the following recognized environmental conditions (RECs):

Onsite:

- Historical rail spurs along the western border and the northeast corner of the property.
- Historical mirror making facility and warehouse that operated on the central and northern portions of the Subject Site.
- Historical presence of five (5) iron oil ASTs that operated on the southern portion of the Subject Site.

BCA conducted a Phase II ESA on October 15, 2019 in accordance with the approved SAP dated September 27, 2019. Arsenic, lead and thallium were detected at



concentrations above the RCG RSL's. Silver was detected at concentrations above the RCG MTGW SL.

The purpose of the Supplemental Phase II ESA is to further characterize the soil impacts in the areas of the Subject Site where immediate redevelopment will take place. The characterization of the soils will assist in the proper management and re-use of soils at the Subject Site.

## 2.0 SCOPE OF WORK

The investigation procedures will follow BCA's Bloomington Quality Assurance Project Plan and Field Standard Operating Procedures (QAPP and Field SOP) and those recommended by the IDEM 2012 Remediation Closure Guide (RCG), regulations and industry-accepted practices. Investigation results will be compared to RCG residential closure levels (RCLs) and industrial closure levels (ICLs) from the RCG Appendix A, Table A-6: 2019 Screening Levels.

### 2.1 Supplemental Phase II Environmental Site Assessment

The potential environmental concerns identified in the Phase I, and the soil impacts discovered in the Phase II ESA, are included in section 1.0 above.

#### 2.1.1 Soil Boring Investigation

Boring and sample logs from the Phase II ESA indicate bedrock has been encountered at depths ranging from 8 to 11.5 feet below ground surface (bgs), sometimes with a thin saturated layer above the bedrock. A total of 10 probes will be driven throughout the Subject Site. All 10 probes (SP-10 through SP-20) will be advanced to refusal/bedrock and will be sampled for soil only. The probes will be placed on the site as indicated on the attached site map (**Figure 1**) with adjustments based on site conditions, utility locations, and observations made by BCA personnel upon arrival at the site.

##### *Soil Only Step Outs*

A total of eight (8) step outs are placed north, south, east and west of soil probe SP-1 and SP-4. The step out soil samples assist in further delineation of the elevated concentrations of silver and lead detected in the 0-2 foot range in SP-1 and SP-4 respectively.

##### *Soil Only Probes*

The 10 probes will help to assess the presence and general distribution of coal combustion byproducts (coal ash and cinders (CAC)) and silver-impacted soil. They will also assist in further soil characterization for proper management and re-use of soils at the Subject Site. The boring locations are planned for areas where the soil disturbance is expected during the redevelopment process.

Soil samples will be collected continuously throughout the depth of each of the probes. One (1) shallow sample (generally a one to two-foot interval beginning

beneath pavement and clean base (gravel) material) will be analyzed for PAHs and metals and one (1) deep sample from the 4-8 foot interval will be analyzed for VOCs, SVOCs, 14 metals and hexavalent chromium. The soil samples will be field screened as described below, and up to one (1) soil sample from each probe will be selected for analysis for VOCs, based on field screening.

Deeper soil samples (2-4, 4-6, 6-8 feet bgs etc.) from each probe will also be collected and retained for potential follow-up analysis. Up to five (5) soil samples may be analyzed for up to four (4) metals each, to determine the depth of impact or whether contaminants are migrating from shallow soils.

## 2.2 Field Methods

The approved Field Standard Operating Procedures for the project will be used for all tasks. The placement of probes will be as indicated in the attached site map (**Figure 1**).

Probes will be advanced by means of direct push probing. Probes will be advanced continuously by utilizing 4- or 5-foot long macro-bore rods equipped with an acetate inner liner. Soil cores will be screened in the field with a photo-ionization detector (PID) and logged in accordance with the Unified Soil Classification System (USCS). Field evidence of contamination (PID, olfactory or visible staining) will be noted. Soil samples will be selected for laboratory analysis based on the field screening results, position in the soil column or other evidence of contamination. Soil samples for VOC analysis will be collected using EPA method 5035A with Terracore™ samplers and 40 mL VOA bottles containing distilled water and methanol preservative and will be frozen within 48 hours of collection.

All probe locations will be located by means of a mapping grade (3-meter accuracy, Post Processed) GPS device.

Soil cuttings will be drummed and held on-site. Following laboratory testing, the drum(s) will be transported for disposal, if appropriate. Cost projections are based on disposal of one (1) 55-gallon drums.

For further information on field methods see the Field Standard Operating Procedures, notably Section 1.2 Soil Sampling.

## 2.3 Laboratory Methods

An analysis summary is provided in **Table 1**. The analytes and methods utilized for this project include:

VOCs = Volatile organic compounds. Analysis by EPA Method 8260.

SVOCs = Semi volatile organic compounds. Analysis by EPA Method 8270

PAHs = Polynuclear aromatic hydrocarbons. Analysis by EPA Method 8270SIM.

14 Metals = antimony, arsenic, barium, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc. Analysis by EPA Method 6010B, 7470, 7471.

CrVI = Hexavalent chromium (low level soil). Analysis by EPA Method 7199A.

## 2.4 Quality Control

Quality control samples are collected and analyzed to assess the quality of the data resulting from the field sampling program. Quality control samples and laboratory reports will meet the requirements of the IDEM guidance. One (1) trip blank will be submitted for the project (for VOCs only). Field duplicate samples of each matrix are collected at the rate of one (1) per 20 investigative samples for each analytical method. Matrix spikes and matrix spike duplicates (MS/MSD) are collected at a rate of one (1) per 20 investigative samples per sample matrix for each analytical method. For this project, one (1) duplicate sample and one (1) MS/MSD sample for each analytical method will be collected for soil. The laboratory will include a DQO Level III report package.

## 2.5 Decontamination

Sampling equipment utilized at the site will be decontaminated using a non-phosphate detergent wash and tap water rinse prior to and following the collection of each sample to reduce the potential for cross contamination. All other procedures used to decontaminate equipment will be documented. Wherever practical, disposable sampling equipment will be used to eliminate the need for decontamination.

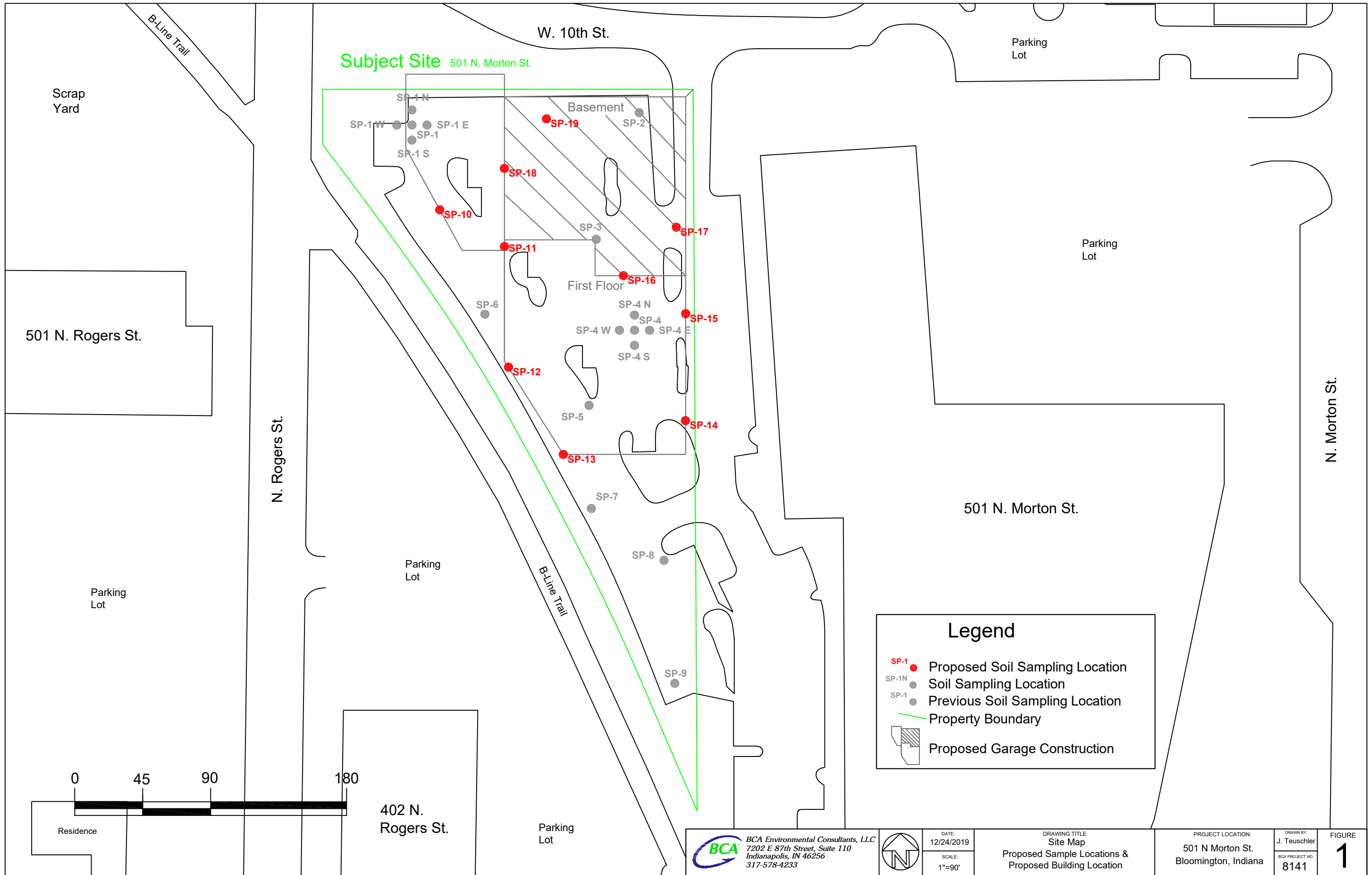
## 2.6 Report

Observations and data generated by the field investigation will be summarized in a bound report for submittal to the Client. The report will contain a detailed explanation and documentation of sample locations and collection procedures. The analytical data

will be summarized, and conclusions discussed to the extent possible. The need for additional investigation or remediation of the parcel will also be discussed, if appropriate.

### 3.0 COST

**The cost of providing these Phase II ESA services will be \$26,235 which will be invoiced monthly on a percent complete basis.** The cost of providing these services is based on the fee schedule and direct expense rates established in the executed contract between BCA and the City of Bloomington. Any modifications to the scope of this SAP will be invoiced per the contract terms following approval by the EPA and the City.



**TABLE 1  
ANALYSIS SUMMARY -  
Supplemental Phase II ESA  
Parking Lot  
501 N. Morton St.  
Bloomington, IN**

Sampling Type	No. of Samples	MS/MSD	Equip. Blank	Trip Blank	Duplicate	Total Samples	Analysis	Containers	Preservatives	Holding Times
Soil	6	1	0	1	1	9	VOCs 8260	3 pretared 40 ml glass vials w/ approx 5 gms soil in each from terre core sampler. 4th for moisture.	MeOH in 1. DI in 2 - freeze in 48 hrs	14 Days
	10	1	--	--	1	12	PAHs 8270	4-ounce Glass Jars	Cool to 6°C	14 Days
	6	1	--	--	1	8	SVOC/PAHs 8270	4-ounce Glass Jars	Cool to 6°C	14 Days
	16	1	--	--	1	18	14 Metals 6010/7470	4-ounce Glass Jars	Cool to 6°C	180 Days, Hg 28
	6	1	--	--	1	8	Chromium VI 7199A	4-ounce Glass Jars	Cool to 6°C	CrVI 30 days
	6	0	--	--	0	6	2 metals 6010	4-ounce Glass Jars	Cool to 6°C	180 Days
	4	0	--	--	0	4	Lead 6010	4-ounce Glass Jars	Cool to 6°C	180 Days
	4	0	--	--	0	4	Silver	4-ounce Glass Jars	Cool to 6°C	180 Days
	0	0	--	--	0	0	Cyanide 9010/9012	4-ounce Glass Jars	Cool to 6°C	14 Days
	0	0	--	--	0	0	Herbicides 8151	4-ounce Glass Jars	Cool to 6°C	180 Days
	0	0	--	--	0	0	Pesticides	4-ounce Glass Jars	Cool to 6°C	14 Days
	0	0	--	--	0	0	PCBs 8082A	4-ounce Glass Jars	Cool to 6°C	14 Days
Groundwater	0	0	0	0	0	0	VOCs 8260	3 - 40 ml Vials	HCl, Ice	14 Days
	0	0	0	--	0	0	SVOCs/PAHs - 8270/SIM	1 - 1 liter Amber Glass Jar	Ice	7 Days
	0	0	0	--	0	0	PAHs - 8270/SIM	2 - 100 ml Amber Glass Jar	Ice	7 Days
	0	0	0	--	0	0	14 Metals Unfiltered	1 - 250 ml Plastic	HNO3, Ice	180, Hg 28 days
	0	0	0	--	0	0	PCBs 8082	1 - 1000 ml level 2 amber glass bottle	Ice to 6o C	7 Days to extract, 40 to analysis
	0	0	0	--	0	0	4 Metals Filtered	1 - 250 ml Plastic	HNO3, Ice	180, Hg 28 days
	0	0	0	--	0	0	Chromium VI 7199	1 - 50 ml Plastic	NH4SO4, Ice	CrVI 28 days
0	0	0	--	0	0	Cyanide 9010/9012	1 - 1 liter Amber Glass Jar	NaOH, Ice	14 Days	
Indoor Air/Soil Gas	0	0	0	0	0	0	VOCs TO-15 Low Level	1L or 6L Summa Canister	---	14 Days
Asbestos	0	0	0	0	0	ACM by PLM	Sealable Plastic Bags	NA	NA	



Parking Lot, 501 N. Morton, Bloomington, IN

Groundwater:

Sample #	Probe Depth	SVOCs/PAHs/PCBs				Unfiltered 14 Metals	Filtered 4 Metals	Filt CrVI 7199	Cyanide
		VOCs	PAHs	PAHs	PCBs				
SP- 10	12								
SP- 11	12								
SP- 12	12								
SP- 13	12								
SP- 14	12								
SP- 15	12								
SP- 16	12								
SP- 17	12								
SP- 18	12								
SP- 19	12								
SP- 1-N,S,E,W	2								
SP- 4-N,S,E,W	2								
Deeper soil									
Additional based on field screening									
Follow-up based on Analytical results									
Total Samples		0	0	0	0	0	0	0	
QA/QC		0	0	0	0	0	0	0	
Total lab		0	0	0	0	0	0	0	

QA/QC = Field Duplicate, MS/MSD, Equipment Blank, Trip Blank\* (VOCs GW)  
\*1 Trip Blank per sample shipping container

Soils:

VOCs	SVOCs/PAHs	PAHs	14 Metals	CrVI 7199	Ag	Pb	2 metals		PCBs	Default Sample Depth
							Ag & As			
		1	1							1-3' (PAH, 14 metal)
		1	1							1-3' (PAH, 14 metal)
		1	1							1-3' (PAH, 14 metal)
		1	1							1-3' (PAH, 14 metal)
		1	1							1-3' (PAH, 14 metal)
		1	1							1-3' (PAH, 14 metal)
		1	1							1-3' (PAH, 14 metal)
		1	1							1-3' (PAH, 14 metal)
		1	1							1-3' (PAH, 14 metal)
		1	1							1-3' (PAH, 14 metal)
					4					0-2'
						4				0-2'
6	6		6	6			6			4-8'
6	6	10	16	6	4	4	6	0		
3	2	2	2	2	0	0				
9	8	12	18	8	4	4	6	0		

Prepared 12/31/2019

**COST ESTIMATES**  
Trades Garage  
501 N. Morton St.  
Bloomington, IN

**SUPP. PHASE II ENVIRONMENTAL SITE ASSESSMENT \$26,235**

**SOIL/GROUNDWATER PROBING INVESTIGATION**

**Task A: Sampling and Analysis Plan & Site Map \$1,513.00**

Senior Engineer/VP Tech	5	hr	121	\$605.00
Pjt Mgr/Sr Geologist/Sci	7	hr	108	\$756.00
Staff Geol/Scientist	2	hr	76	\$152.00
Field Geol/Scientist		hr	68	\$0.00

**\$0.00**

**Task B: Asbestos Survey** ls 3500 \$0.00

**Task C: Field Investigation - Probing, hand augering, Soil sampling**

**Field prep, sampling \$8,841.00**

Senior Engineer/VP Tech	5	hr	121	\$605.00
Pjt Mgr/BF Coordinator	2	hr	121	\$242.00
Pjt Mgr/Sr Geologist/Sci	2	hr	108	\$216.00
Project Manager	47	hr	100	\$4,700.00
Staff Geologist	41	hr	76	\$3,078.00

**Field Expenses \$285.00**

PID	1	day	75	\$75.00
Misc Field Supplies	2	day	25	\$50.00
Field filter (10 um)		ea	28	\$0.00
GPS	1	day	120	\$120.00
Groundwater pump (low flow)		day	150	\$0.00
Groundwater flow cell/multi sonde		day	125	\$0.00
0.170" Poly dual tube		ft	1.75	\$0.00
3/8" ID Poly Tubing		ft	1	\$0.00
Water level meter		day	12	\$0.00
hand auger		day	20	\$0.00
Field van equip	1	day	40	\$40.00

**Travel - Mileage 1 RT = 150 150 mi 0.50 \$75.00 \$145.00**

Hotel & meals (persons) 0.5 ea 140 \$70.00

**Subcontracts \$1,988.00**

Private Utility Locate (GPR)		lot	805	\$0.00
Geophysical Survey		lot	0	\$0.00
Drilling (subcontract)	1	lot	1988	\$1,988.00
Monitoring Well Installation		lot		\$0.00
Drum disposal		dms	150	\$0.00

**Laboratory Analyses \$6,411.02**

Soil VOC	8	ea	75.90	\$607.20
Soil SVOC/PAHs 8270	8	ea	177.10	\$1,416.80
Soil PAH (8270)	12	ea.	82.23	\$986.70
Soil Metals (14)	18	ea	106.26	\$1,912.68
Soil Chrome VI	8	ea	97.41	\$779.24
Soil PCBs		ea	75.9	\$0.00
Soil Arsenic	8	ea	13.92	\$111.32
Soil Silver	4	ea	13.92	\$55.66
Soil Lead	4	ea	13.92	\$55.66
Soil 2 metals (rush)	6	ea	48.07	\$288.42
Soil Cyanide		ea	48.07	\$0.00
Soil Herbicides		ea	177.10	\$0.00
Soil Moisture	18	ea	6.33	\$113.85
Method 5035A field kits	15	ea	0.00	\$0.00
GndWtr VOC 8260		ea	83.49	\$0.00
GndWtr EDB 504.1		ea	189.75	\$0.00
GndWtr SVOC 8270/8270SIM		ea	227.70	\$0.00
GndWtr PAH 8270SIM		ea	107.53	\$0.00
GndWtr 14 metals		ea	106.26	\$0.00
GndWtr Lead only		ea	13.92	\$0.00
GndWtr PCBs		ea	75.90	\$0.00
GndWtr Chromium VI (filtered) 7199		ea	88.55	\$0.00
Trip Blank (VOCs only; soil & GW)	1	ea.	83.49	\$83.49
Disposal Analysis		ea	440	\$0.00

**Follow-up Analyses**

Soil VOC		ea	101.2	\$0.00
Soil PAH 8270 SIM		ea	82.23	\$0.00
Soil 4 metals		ea	44.28	\$0.00
Soil Cr VI by 7199		ea	97.41	\$0.00
GndWtr filtered 4 metals		ea	44.28	\$0.00
GndWtr Chromium VI (filtered) 7199		ea	97.41	\$0.00

**Lab Coord, data processing, tables, figures, data eval \$3,020.00**

Senior Engineer/VP Tech	2	hr	121	\$242.00
Sr Geologist/Sci	2	hr	108	\$216.00
Project Manager	8	hr	100	\$800.00
Staff Geol/Scientist	20	hr	76	\$1,520.00
Pjt Mgr/BF Coordinator	2	hr	121	\$242.00

**Task D: Report Preparation \$4,032.00**

Senior Engineer/VP Tech	8	hr	121	\$968.00
Pjt Mgr/Sr Geologist/Sci	20	hr	100	\$2,000.00
Staff Geol/Scientist	14	hr	76	\$1,064.00

**SITE HEALTH AND SAFETY PLAN**

Parking Lot, 501 N. Morton St., Bloomington, Indiana

**1.0 GENERAL PROJECT INFORMATION**

<b>Prime Contractor:</b>	BCA Environmental Consultants, LLC
<b>Client:</b>	City of Bloomington
<b>Subject Site Name:</b>	Commercial Building
<b>Site Address:</b>	501 N Morton, Bloomington, IN
<b>Principal:</b>	John Kilmer
<b>Project Manager:</b>	Jacob Teuschler
<b>Date of Plan:</b>	September 24, 2019

**SITE DESCRIPTION**

<b>Type of Facility (describe):</b>	Parking Lot
<b>Active or Closed/Abandoned:</b>	Active
<b>Describe surface features (buildings, paved or unpaved, overhead/underground utilities):</b>	1 parcel, 1.3 acres, paved lot, overhead utilities
<b>List any site access restrictions:</b>	None
<b>Surrounding neighborhood description:</b>	Commercial / Municipal

**SITE ACTIVITIES** - The site activities covered by this HASP include those checked in the box below:

Site Activity	Soil Borings	Groundwater Probe Installation	Soil / Purge Water Disposal	Soil Excavation	Soil Sampling
Assessment					
Investigation	X	X	X		X
Remediation					

**EMERGENCY PHONE NUMBERS**

POSITION	NAME	CONTACT
Safety Officer	Jacob Teuschler	© (765) 686-2414
Field Manager	Jacob Teuschler	© (765) 686-2414
Field Technician	Rod Manny	© (765) 413-4750
Industrial Services	To be determined	To be determined
Subcontractors: List all names of Subcontractors	TBD	TBD
Hospital Name	IU Health Bloomington Hospital	
Hospital Address	601 W 2 <sup>nd</sup> Street, Bloomington	
Hospital Phone	(812) 353-5252	
Directions to nearest Hospital	See attached map	
Fire and Emergency	Call 911	
EPA Hotline:	1-800- 621-3191	

## 2.0. INTRODUCTION/SCOPE OF WORK

This plan provides health and safety guidelines for site investigation and remediation activities conducted by BCA Environmental Consultants, LLC (BCA) to protect on-site personnel, visitors and the public from physical harm and exposure to hazardous materials and/or wastes. The procedures and guidelines contained herein are based on the best available information at the time of the plan's preparation. Specific requirements may be revised if new information is received, or site conditions change. It is the responsibility of the field personnel to evaluate the site work conditions and if in doubt about safety or an operation, request assistance from the Site Safety Officer. Compliance with this plan is mandatory for all on-site BCA personnel and subcontractors.

Operations at the site may require additional tasks not identified in the preparation of this health and safety plan (HASP). Before performing any task not covered in this HASP a revision must be prepared and approved by the Site Safety Officer (SSO).

### 2.1 Scope of Work

Scope of work for the investigation at the site includes:

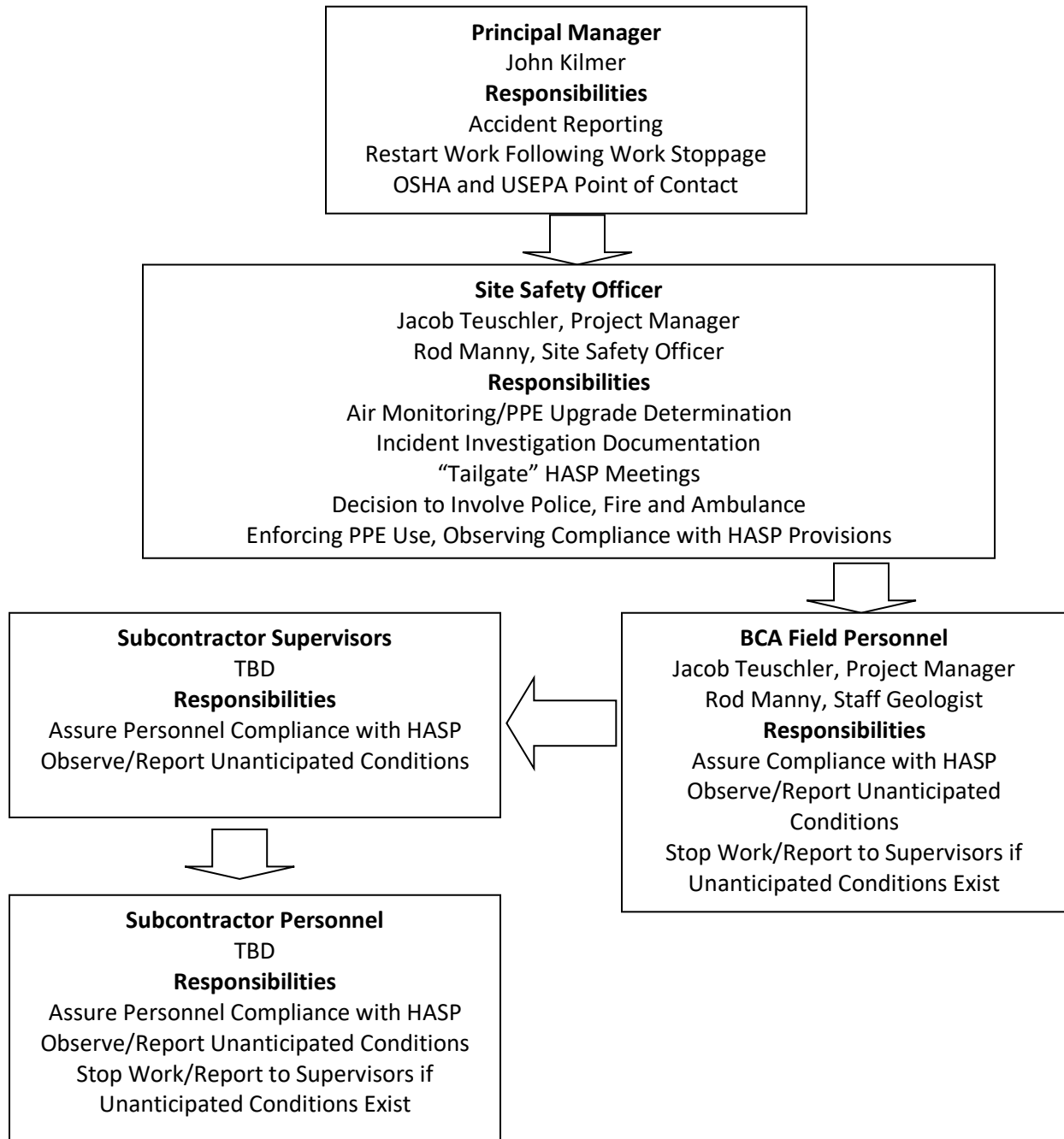
- Utility locate
- Geophysical Survey
- Install soil/groundwater probes
- Sample soil
- Sample groundwater

## 3.0 PERSONNEL CONTACT INFORMATION AND PHONE NUMBERS

The BCA SSO will have the authority to alter work practices, stop work, and/or allocate resources to mitigate unsafe work practices. All personnel have the authority to stop any work practice that may endanger site personnel or the general public. Restarting work will be done in consultation with the SSO. The following personnel and subcontractor resources will be used on this site:

POSITION	NAME	CONTACT
<b>Safety Officer</b>	<b>Jacob Teuschler</b>	<b>© (765) 686-2414</b>
<b>Field Manager</b>	<b>Jacob Teuschler</b>	<b>© (765) 686-2414</b>
<b>Field Technician</b>	<b>Rod Manny</b>	<b>© (765) 413-4750</b>
<b>Excavation Services</b>	<b>To be determined</b>	<b>To be determined</b>
<b>Remediation Services</b>	<b>To be determined</b>	<b>To be determined</b>
<b>Subcontractors: List all names of subcontractors to be used for site activities</b>	<b>To be determined</b>	<b>To be determined</b>

## TABLE OF AUTHORITY



## 4.0 EMERGENCY INFORMATION/RESPONSE

The purpose of this section is to provide the on-site user with contact and location information to be used in case of an emergency response situation. In case of an emergency on-site, **CALL 911** first and **NOTIFY** the site operator (if available). Then contact the BCA project manager and Site Safety Officer for this site.

### EMERGENCY PHONE NUMBERS

<b>Hospital Name</b>	<b>IU Health Bloomington Hospital</b>
<b>Hospital Address</b>	<b>601 W 2<sup>nd</sup> Street, Bloomington</b>
<b>Hospital Phone Number</b>	<b>(812) 353-5252</b>
<b>Directions to nearest Hospital</b>	See attached map
<b>Fire and Emergency</b>	Call 911
<b>EPA Hotline:</b>	1-800- 621-3191
<b>National Response Center</b>	1-800-424-8802
<b>TSCA HOTLINE</b>	1-800-424-9065
<b>Poison Control Center</b>	1-800-382-9097
<b>CHEMTREC</b>	1-800-424-9300
<b>National Pesticide Center</b>	1-800-858-7378

## 5.0 STANDARD EMERGENCY PROCEDURES

### 5.1 Hazard Communication

Any organization wishing to bring any hazardous material onto any BCA-controlled work site must first provide a copy of the item's Material Safety Data Sheet (MSDS) to the Site Safety Officer for approval and filing (the Site Safety Officer will maintain copies of all MSDSs on site). MSDSs may not be available for locally-obtained products, in which case some alternate form of product hazard documentation will be acceptable. All personnel shall be briefed on the hazards of any chemical product they use and shall be aware of and have access to all MSDSs. All containers on site shall be properly labeled to indicate their contents. Labeling on any containers not intended for single-day, individual use shall contain additional information indicating potential health and safety hazards (flammability, reactivity, etc.).

The Hazard Communication standard (29 CFR 1910.1200) has been provided to employees, and a written copy is on file at BCA's office.

### 5.2 Confined Space Entry

There is no expectation that a confined space will be entered during this project.

## 6.0. PERSONNEL TRAINING RECORDS

All personnel working within the exclusion zone are required to have 40-hour HAZWOPPER training and be current with refresher training in accordance with 29CFR 1910.120.

## 7.0 KNOWN OR ANTICIPATED HAZARDS

### 7.1 General Safety Rules

#### Housekeeping

During site activities, work areas will be continuously policed for identification of excess trash and unnecessary debris. Excess debris and trash will be collected and stored in an appropriate container (e.g., plastic trash bags, garbage can, roll-off bin) prior to disposal. At no time will debris or trash be intermingled with waste PPE or contaminated materials.

#### Smoking, Eating, or Drinking

Smoking, eating and drinking will not be permitted inside any controlled work area at any time. Field workers will first wash hands and face immediately after leaving controlled work areas (and always prior to eating or drinking). Consumption of alcoholic beverages is prohibited at any BCA-controlled site.

#### Personal Hygiene

The following personal hygiene requirements will be observed:

Water Supply: A water supply adhering to the following requirements will be utilized:

- An adequate supply of potable water will be available for field personnel consumption.
- Potable water can be provided in the form of water bottles, canteens, water coolers, or drinking fountains. Where drinking fountains are not available, individual-use cups will be provided as well as adequate disposal containers. Potable water containers will be properly identified in order to distinguish them from non-potable water sources.
- Non-potable water may be used for hand washing and cleaning activities. Nonpotable water will not be used for drinking purposes. All containers of non-potable water will be marked with a label stating:

***Non-Potable Water  
Not Intended for Drinking Water Consumption***

Toilet Facilities:

- A minimum of one toilet will be provided for every 20 personnel on site, with separate toilets maintained for each sex except where there are less than 5 total personnel on site. For mobile crews where work activities and locations permit transportation to nearby toilet facilities on-site facilities are not required.

Washing Facilities:

- Employees will be provided washing facilities (e.g., buckets with water and Alconox) at each work location. The use of water and hand soap (or similar substance) will required by all employees following exit from the Exclusion Zone, prior to breaks, and at the end of daily work activities.

#### Buddy System

All field personnel will use the buddy system when working within any controlled work area. Personnel belonging to another organization on site can serve as "buddies" for BCA personnel. Under no circumstances will any employee be present alone in a controlled work area.

### 7.2 Heat and Cold Stress

Heat and cold stress may vary based upon work activities, PPE/clothing selection, geographical locations, and weather conditions. To reduce the potential of developing heat/cold stress, be aware of the signs and symptoms of heat/cold stress and watch fellow employees for signs of heat/cold stress.

Heat stress can be a significant field site hazard, particularly for non-acclimated personnel operating in a hot, humid environment. Site personnel will be instructed in the identification of a heat stress victim, the first-aid treatment procedures for the victim and the prevention of heat stress casualties. Work-rest cycles will be determined, and the appropriate measures taken to prevent heat stress.

### 7.3 Responding to Heat-Related Illness

The guidance below will be used in identifying and treating heat-related illness.

Heat- Related Illness	Description	First Aid
Mild Heat Strain	The mildest form of heat-related illness. Victims exhibit irritability, lethargy, and significant sweating. The victim may complain of headache or nausea. This is the initial stage of overheating, and prompt action at this point may prevent more severe heat-related illness from occurring.	<ul style="list-style-type: none"> <li>• Provide the victim with a work break during which he/she may relax, remove any excess protective clothing, and drink cool fluids.</li> <li>• If an air-conditioned spot is available, this is an ideal break location.</li> <li>• Once the victim shows improvement, he/she may resume working; however, the work pace should be moderated to prevent recurrence of the symptoms.</li> </ul>
Heat Exhaustion	Usually begins with muscular weakness and cramping, dizziness, staggering gait, and nausea. The victim will have pale, clammy moist skin and may perspire profusely. The pulse is weak and fast and the victim may faint unless they lie down. The bowels may move involuntarily.	<ul style="list-style-type: none"> <li>• Immediately remove the victim from the work area to a shady or cool area with good air circulation (avoid drafts or sudden chilling).</li> <li>• Remove all protective outerwear.</li> <li>• Call a physician.</li> <li>• Treat the victim for shock. (Make the victim lie down, raise his or her feet 6–12 inches, and keep him or her cool by loosening all clothing).</li> </ul>
Heat Stroke	The most serious of heat illness, heat stroke represents the collapse of the body's cooling mechanisms. As a result, body temperature may rise to 104 degrees Fahrenheit or higher. As the victim progresses toward heat stroke, symptoms such as headache, dizziness, nausea can be noted, and the skin is observed to be dry, red, and hot. Sudden collapse and loss of consciousness follows quickly and death is imminent if exposure continues. Heat stroke can occur suddenly	<ul style="list-style-type: none"> <li>• Immediately evacuate the victim to a cool and shady area.</li> <li>• Remove all protective outerwear and as much personal clothing as decency permits.</li> <li>• Lay the victim on his or her back with the feet slightly elevated.</li> <li>• Apply cold wet towels or ice bags to the head, armpits, and thighs.</li> <li>• Sponge off the bare skin with cool water or rubbing alcohol, if available.</li> <li>• The main objective is to cool without chilling the victim.</li> <li>• Give no stimulants or hot drinks.</li> <li>• Since heat stroke is a severe medical condition requiring professional medical attention, emergency medical help should be summoned immediately to provide onsite treatment of the victim and proper transport to a medical facility.</li> </ul>



## 8.0 PHYSICAL HAZARDS AND MITIGATION PROCEDURES

Safe work practices in compliance with OSHA standards and this document will be used at all times. The first aid kit and fire extinguisher are to be on site at all times. The following table lists the anticipated hazards and the associated safety rules for proper control.

Hazard Description	Potential Result	Control Measure
Tool Handling	Cuts, contusions, bruises	Wear gloves, steel-toed boots and safety glasses
Vehicle Traffic	Impact, getting struck by vehicle	Set up safety cones around well being sampled. Communicate activities with any onsite personnel. Wear reflective vest. Use truck or van as a shield if possible. Set up snow fence for each location where pedestrian walkways are affected and cover all openings or secure with snow fence during all breaks or overnight.
Heat/Cold	Heat stress/frostbite	Heat: Take frequent breaks and drink plenty of fluids. Watch for signs/symptoms of heat stress (fainting, dizziness, excessive sweating) Cold: Wear several layers of clothing, do not work in excessive cold, take frequent breaks.
Slip, trip and fall	Bruising, sprained ankle/foot/knee	Be aware of surroundings and practice good housekeeping measures around the site area to minimize items that pose a trip hazard.
Splash	Exposure to contaminants in the groundwater – dermal and/or eye	Wear gloves and safety glasses during purging of well and sample collection.
Hazardous Energy Control	Personal injury, electrocution	Use lockout/tagout controls to ensure that hazardous energy sources (electrical) are controlled prior to valve removal activities, including electrical and water pressure. All underground utilities should be marked prior to intrusive activities. A site walk-through should identify all overhead power lines.
Heavy Equipment	Struck by	Keep aware of the location of heavy equipment at all times. If overhead activities are taking place (drilling, digging) hard hats will be used.
Fire and Explosion	Flammable vapors from petroleum may ignite	Monitor for the presence of flammable vapors with an explosimeter. Fire extinguishers should be available. Evacuate the area immediately, call 911 and evaluate the situation.
Noise/Hearing Protection	Active drilling and other processes may exceed noise exposure standard of 85 decibels	Wear appropriate hearing protection.
Biological Hazards	Poisonous vegetation and/or stinging/biting insects or animals	Keep aware of surroundings and if bite or sting takes place seek first aid and/or medical attention

## 9.0. CHEMICAL HAZARDS POTENTIALLY ON SITE

### 9.1 Waste Characterization

Potential hazards for each of the tasks presented below are assessed. As work items are being performed, continued monitoring and observation will be used to determine if conditions change. Site Safety Officer will be responsible for continued assessment, and work practice modification in the event that unsafe work practices are observed. The following site activities are anticipated:

- Install groundwater probes
- Sample soil
- Sample groundwater

### 9.2 Hazard Evaluation

Chemicals of Concern: Identify all chemicals that are present or suspected to be present on site and the maximum concentrations detected in soil or water.

Chemical Name	TLV/PEL (8-hour TWA exposure limit for inhalation exposure in breathing zone)	Maximum Concentration in Soil (mg/kg or ppm)	Maximum Concentration in Water (mg/l or ppm)	Health Hazard/Comments
VOCs	Varies	TBD	TBD	Varies
SVOCs/PAHs	Varies	TBD	TBD	Varies
Metals	Varies	TBD	TBD	Varies

Is free product onsite?  Yes  No  Unsure

Will work tasks be performed inside buildings/enclosures?  Yes  No

Is there evidence that contaminants present could cause vapor problems in structures on-site?  
 Yes  No  Unsure

If Yes, is building mechanically ventilated?  Yes  No  Unsure



## 12.0 LIST OF FIELD ACTIVITIES

The following is a list of field activities anticipated for this project:

- The first field activity in this investigation will be utility location. Because this is not an invasive activity, this Site Health and Safety Plan will not be applied to the utility locating contractor.
- Pre-marking groundwater probe locations will be performed by BCA. This is also not an invasive activity and no hazards are anticipated.
- Geophysical Survey. This is not an invasive activity and no hazards are anticipated. This activity will be performed by a subcontractor and overseen by BCA.
- Groundwater probe installation. This activity will be performed by BCA in the pre-marked areas.
- Groundwater sampling. This activity will be performed by BCA.
- Soil sampling. This activity will be performed by BCA.

## 13.0 SITE DESCRIPTION

<b>Type of Facility (describe):</b>	<b>Warehouse</b>
<b>Type of Facility (describe):</b>	<b>Parking Lot</b>
<b>Active or Closed/Abandoned:</b>	<b>Active</b>
<b>Describe surface features (buildings, paved or unpaved, overhead/underground utilities):</b>	<b>1 parcel, 1.3 acres, paved lot, overhead utilities</b>
<b>List any site access restrictions:</b>	<b>None</b>

## 14.0 PERSONNEL PROTECTIVE GEAR/ENGINEERING CONTROLS

### 14.1 Personnel Protective Gear

#### Level D:

Soil concentrations in previous investigations are not expected to cause health risks if handled carefully. Sampling can be performed using modified Level D protection. The following items are needed for modified Level D.

- Hard hat (for overhead hazard activities)
- Steel-toe work boots
- Coveralls and/or long pants with short sleeved shirts (at a minimum)
- Eye protection when a splash hazard exists
- Hearing protection during active drilling or other loud operations
- Nitrile gloves for sampling and/or contact with soil and groundwater.

#### Modifications:

Modifications to this level of protection will be made if site conditions and/or contamination levels warrant an upgrade in protection level.

#### Level C:

If site conditions warrant, an upgrade to level C will be made if air monitoring equipment indicates respiratory protection is required. Air-purifying respirators with organic vapor cartridges will be used in this situation. The MSDS for that substance shall be consulted to determine the appropriate personal protective equipment (i.e. chemical resistant coveralls/gloves, chemical goggles, respiratory protection).

#### Surveillance Equipment and Materials:

Photo Ionization Detector

#### Work Limitations (Time of Day, etc.):

All sampling operations will be conducted during daylight hours. No smoking or eating during soil handling procedures.

#### **14.1.1 PPE Donning and Doffing Information**

The following information is to provide field personnel with helpful hints that, when applied, make donning and doffing of PPE a safe and manageable task:

- Never cut disposable booties from your feet with basic utility knives. This has resulted in workers cutting through the bootie and the underlying sturdy leather work boot, resulting in significant cuts to the legs/ankles. Recommend using a pair of scissors or a package/letter opener (cut above and parallel with the work boot) to start a cut in the edge of the bootie, then proceed by manually tearing the material down to the sole of the bootie for easy removal.

- When applying duct tape to PPE interfaces (wrist, lower leg, around respirator, etc.) and zippers, leave approximately one inch at the end of the tape to fold over onto itself. This will make it much easier to remove the tape by providing a small handle to grab while still wearing gloves. Without this fold, trying to pull up the tape end with multiple gloves on may be difficult and result in premature tearing of the PPE.
- Have a “buddy” check your ensemble to ensure proper donning before entering controlled work areas. Without mirrors, the most obvious discrepancies can go unnoticed and may result in a potential exposure situation.
- Never perform personal decontamination with a pressure washer.

## 14.2 Medical Surveillance Requirements

All personnel must have completed the appropriate medical monitoring requirements as specified in 29 CFR 1910.120. Documentation of medical monitoring is the responsibility of each employer.

## 14.3 Engineering Control

The engineering control to prevent pedestrian/general population from exposure to hazards at the work site is Site Control.

### 14.3.1 Site Control Measures

Site controls establish the hazardous area perimeter and prevent access or exposure by unauthorized personnel or the public. The site map is attached to the Field Instructions and is incorporated as part of the HASP. The “buddy system” is to be used throughout those site operations that require it.

Site Entry Procedures: Notify property owner before mobilizing to the site.

Perimeter establishment/identification: Area of site east of the building will be work zone perimeter. See site map and field instructions attached.

An exclusion zone, contamination reduction zone and support zone will be identified for each site activity.

### 14.3.2 Emergency First Aid Procedures

If eye irritation, nausea, vomiting, dizziness, unusual odors or any other unusual mental or physical sensations are noticed, seek medical assistance.

**Inhalation:** Move person to fresh air, seek medical assistance.

**Ingestion:** Do not induce vomiting, seek medical attention.

**Eyes:** Flush with copious amounts of water.

**Skin:** Wash with soap and water.

## 15.0 AIR MONITORING REQUIREMENTS

Where VOC's are present, all soil samples will be field screened for semi-volatile organics using a photoionization detector (PID). During soil sample collection, it is expected that headspace gasses will be below the action level. However, during the course of soil sampling, if headspace gasses exceed 100 ppm, breathing zone monitoring will be conducted. If volatile gasses are detected in the breathing zone, the work activities will stop and breathing zone gasses will be monitored using the PID or one of the other detectors outlined below. Further work may be conducted after elimination of all ignition sources, increasing the monitoring frequency, or elevating the level of PPE.

### Instrumentation Available for Higher Level Air Monitoring:

INSTRUMENT	MANUFACTURER/MODEL *	SUBSTANCES DETECTED
Photo Ionization Detector (PID)	RAE Systems mini-RAE Photovac Microtip HNu Model Hnu (10.2 eV Lamp)	Petroleum Hydrocarbons Organic Solvents
Flame Ionization Detector (FID)	Foxboro	Petroleum Hydrocarbons Organic Solvents
Combustible Gas Indicator (CGI) May Be Combined with Individual or Multi-gas Detectors.	TBD	Explosivity
Individual Gas Detectors	TBD	Oxygen (O <sub>2</sub> ) Carbon Monoxide (CO) Hydrogen Sulfide (H <sub>2</sub> S) Cyanide Gases (CN-)
Particulate Monitor	MIE Model PDM-3 mini-RAM	Aerosols, mist, dust, and fumes
Colorimetric Detector Tubes	Sensidyne Draeger	Benzene 0.5–10 ppm

## 16.0 DECONTAMINATION PROCEDURES

Decontamination Procedures:

Contamination may result from walking through contaminated soils or liquids, splashing liquids during sampling, or use of or contact with contaminated equipment.

Decontamination procedures for the following tasks will be observed onsite:

- **Soil Probe Sampling:** Dedicated, disposable equipment will be used to the extent practicable. If non-dedicated equipment is used, it will be decontaminated with a detergent wash and distilled water rinse before and between sampling.
- **Groundwater Sampling:** All non-dedicated equipment will be decontaminated with a detergent wash and distilled water rinse before and between sampling.
- **Shallow Soil Sampling:** When a hand auger is used during soil sampling, it will be decontaminated with a detergent wash and distilled water rinse before and between sampling.

- **PPE:** All contaminated, disposable clothing will be properly bagged for disposal and left onsite for proper disposal. The PPE may be added to the soil drums for disposal.

## **17.0 WASTE STORAGE/DISPOSAL**

Investigation-derived Material Disposal:

The purge and decontamination water, and disposable protective gear are to be placed in 55 - gallon drums, labeled and stored on site pending the receipt of the laboratory analysis. Free product and contaminated water must remain on-site until the proper disposal method is determined.

The drums of investigative waste will be hauled by a contractor who will be subject to the provisions of this site health and safety plan. Waste disposal will be performed in a manner appropriate to the waste characteristic identified by waste profiling.

### **17.1 Spill Containment Program**

No anticipated spills or releases of hazardous chemicals are associated with this project. Any spills will be contained and drummed for proper disposal.

## **18.0 DOCUMENTS EXPECTED TO BE COMPLETED**


The Site Safety Officer will maintain a master Site Health and Safety Plan which will be updated with the Daily Log (Section 11.0) and daily sign in sheets. In the event that site conditions warrant updating this Site Health and Safety Plan, updated sections will be appended to this plan. The master Site Health and Safety Plan will be archived in the project file at the offices of BCA for ten years following the end of the project.


Other documents which will be maintained include field books, boring logs, groundwater sampling sheets, contractor provided MSDSs, and correspondence.




## 19.0 APPROVALS

I, the undersigned, attest that I am familiar with the contents of this Health and Safety Plan and do agree to administrate the procedures described herein.

Plan Prepared by:  Date: 9/24/2019

Plan Approved by:  Date: 9/24/2019

Health and Safety Officer:  Date: 9/24/2019

## 20.0 EMPLOYEE ACKNOWLEDGMENT

The designated BCA employee shall be responsible for informing all individuals entering the exclusion zone of the contents of this plan, and ensuring each person signs the employee acknowledgment form. By signing this form, individuals are recognizing the hazards present on site and the policies and procedures required to minimize exposure or adverse affects of these hazards.

I have read the site health and safety plan and have been briefed and fully understand all of the following aspects of the project:

Hazards associated with the project:

1. Personal protective equipment;
2. Emergency procedures/contacts;
3. Project team-member responsibilities; and,
4. Work zones and decontamination procedures.

I have undergone medical monitoring and have been respirator fit-tested in the last year.

**Form must be signed each day on site.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# YOUR TRIP TO:



IU Health Bloomington Hospital

3 MIN | 0.8 MI

Est. fuel cost: **\$0.09**

Trip time based on traffic conditions as of 10:19 AM on September 25, 2019. Current Traffic: Light



Print a full health report of your car with vehicle diagnostics (800) 906-2501



**1. Start out going west** on W 10th St toward N Rogers St.

Then 0.03 miles ..... 0.03 total



**2. Turn left** onto N Rogers St.

Then 0.69 miles ..... 0.72 total



**3. Turn right** onto W 2nd St.

*W 2nd St is just past W Howe St.*

*If you reach W 1st St you've gone about 0.1 miles too far.*

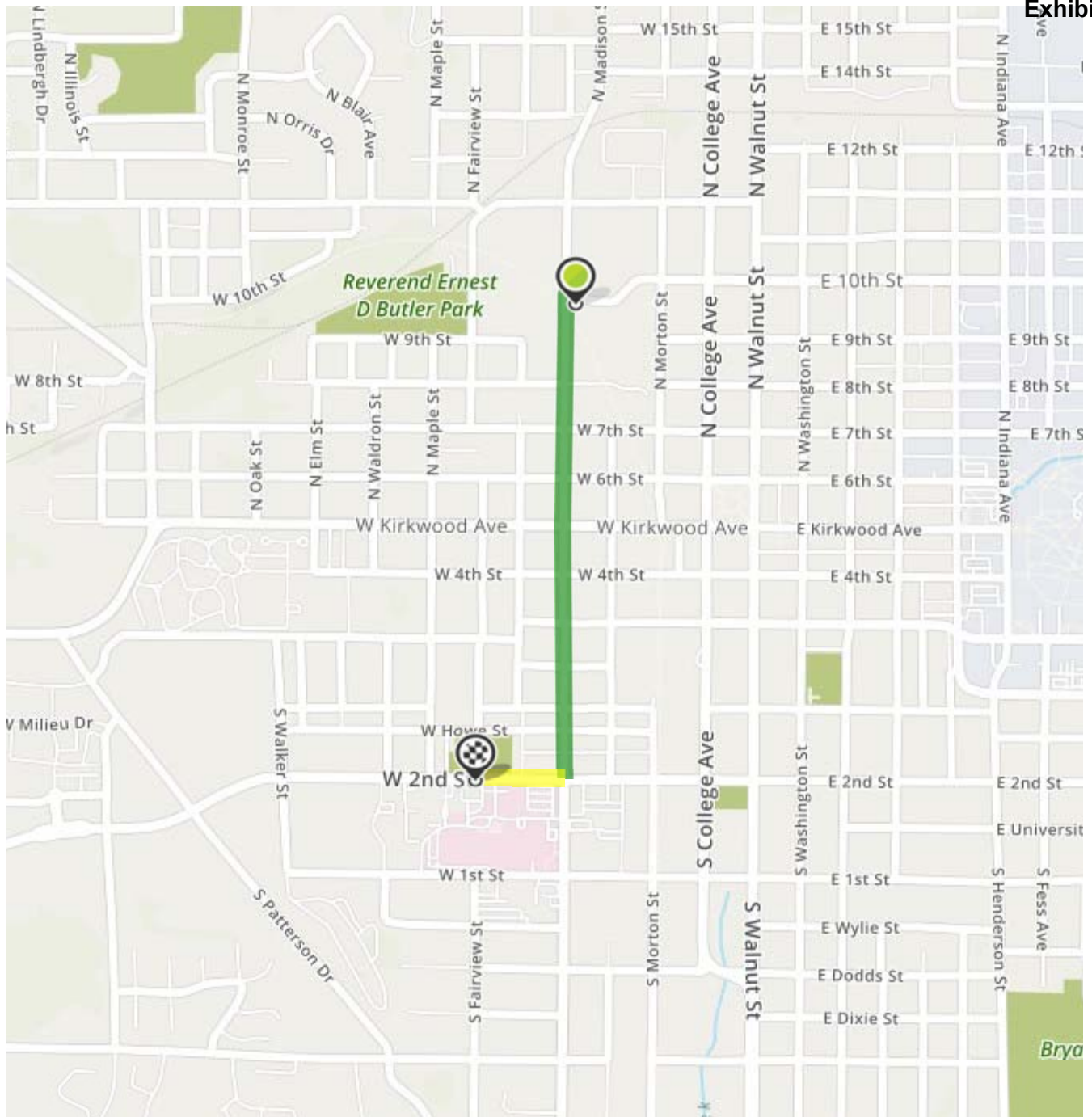
Then 0.12 miles ..... 0.83 total



**4. IU Health Bloomington Hospital, 601 W 2nd St, Bloomington, IN, 601 W 2ND ST is on the left.**

*If you reach S Maple St you've gone a little too far.*

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of



**CONTRACT FOR PROFESSIONAL SERVICES**

This Agreement is to be effective as of October 19, 2017, by and between the City of Bloomington, Indiana, a Municipal Corporation, (the "City") and BCA Environmental Consultants, LLC (the "Contractor").

**WITNESSETH:**

**WHEREAS**, the City desires to retain the services of a vendor, duly qualified in the area of brownfields redevelopment and environmental consulting, to perform the services described in this Agreement; and

**WHEREAS**, the Contractor possesses the requisite skills to perform the requested services and has expressed a willingness to perform said services pursuant to the terms and conditions set forth in the Agreement; and

**WHEREAS**, the provision of said services by Contractor is in the best interests of the City, and

**NOW, THEREFORE**, for and in the consideration of the mutual promises, covenants and benefits set forth in this Agreement, and other good and valuable consideration, the receipt of which are hereby acknowledged by the parties, City and Contractor agree as follows:

**Article 1. Scope of Services**

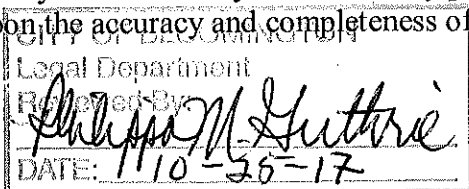
The Contractor will complete the tasks associated with the City's USEPA Brownfields Assessment Grant shown as "Contractual" in the EPA-approved Work Plan budget, attached hereto and incorporated herein by reference as Exhibit A, up to the contractual limits in the approved Work Plan Budgets, unless otherwise directed by the City. Joel Markland shall be the Contractor point of contact and shall not be removed from that position without prior approval of the City which approval will not be unreasonably withheld.

**Article 2. Term of Agreement**

This Contract shall be for a term commencing on the effective date and expiring September 30, 2020, or when the Cooperative Agreement between the City and the USEPA is terminated (the "Term"), whichever is longer, subject to earlier termination as herein provided. This Agreement, if not renewed in writing for an additional fixed period and agreed to by both parties, shall terminate when the Term expires.

**Article 3. Standard of Care:** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to Contractor, Contractor will—without additional compensation—correct those services not meeting such a standard.

**Article 4. Responsibilities of the City:** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and the City shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate Alex



Crowley to act on its behalf with respect to this Agreement.

**Article 5. Compensation:** The City shall pay Contractor Two Hundred Ninety-Seven Thousand, Four Hundred and No/100 Dollars (\$297,400.00).

Invoices shall be submitted monthly for work performed on each Task as specified in Exhibit A, and project costs will be invoiced monthly on a percent completion basis for each Task or investigation. Task or investigation project costs will be provided in advance (for City and EPA review) using the following rate schedule:

Principal/Senior Engineer	\$115.00/hr.
Senior Geologist/Scientist	\$101.00/hr.
Project Manager	\$94.00/hr.
Project Scientist/Geologist	\$87.00/hr.
Staff Scientist/Geologist	\$80.00/hr.
Field Scientist/Geologist	\$68.00/hr.

Direct job expenses are charged at cost plus 15%. Fee schedule rate increases will not exceed an average of a 3% per year for the period of this contract.

Contractor 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 Contractor 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 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.

**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.

**Article 7. 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 City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.

**Article 8. Identity of the Consultant:** Contractor 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 Contractor. Contractor thus agrees that the services to be done pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City.

The City reserves the right to reject any of Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Opinions of Probable Cost:** All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor 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, Contractor 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 10. Reuse of Instruments of Service:** All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor 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 City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the City's sole risk and without liability or legal exposure to Contractor. The City shall indemnify, defend, and hold harmless Contractor 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 Contractor will entitle Contractor to additional compensation at rates to be agreed upon by the City and Contractor.

**Article 11. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the City. Contractor 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 Contractor.

**Article 12. Independent Contractor Status:** During the entire term of this Agreement, Contractor 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. Contractor 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 13. Indemnification:** Contractor shall indemnify and hold harmless the City of Bloomington, and the officers, agents and employees of the City from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") from Contractor's performance of services under this Agreement.

**Article 14. Insurance:** During the performance of any and all Services under this Agreement, Contractor 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, 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.

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



**Article 15. Conflict of Interest:** Contractor 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. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. 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 17. 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 18. Assignment:** Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the City'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 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

**Article 20. 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 21. Non-Discrimination:** Contractor 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 22. Compliance with Laws:** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor 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 23. E-Verify.** Contractor is required to enroll in and verify the work eligibility status of

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

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

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

**Article 24. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

**City:**

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

**CONTRACTOR:**

Joel B. Markland  
BCA Environmental Consultants  
7202 East 87<sup>th</sup> Street, Suite 110  
Indianapolis, IN 46256

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

**Article 25. Intent to be Bound:** The City and Contractor 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 26. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and Contractor. 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 27. Non-Collusion:** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

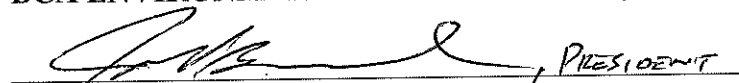
**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF BLOOMINGTON**

  
\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

10-26-17  
Date

**BCA ENVIRONMENTAL CONSULTANTS, LLC**

  
\_\_\_\_\_  
Joel Markland, President

10/19/17  
Date

CITY OF BLOOMINGTON  
Controller

Reviewed by: 

DATE: 10-27-17

FUND/ACCT: 249-04-017018-33170

## EXHIBIT A

### Work Plan Budget

#### **City of Bloomington, Indiana – EPA Brownfields Assessment Grant:**

Work Plan for the CERCLA Authority: 104(k)(2)

Assessment Grant Cooperative Agreement

\$150,000 – Hazardous Substances

\$150,000 – Petroleum

October 1, 2017 – September 30, 2020

#### **This project supports:**

- Environmental Results Goal 3: Cleaning up Communities, advance sustainable development.
- Objective 3.1: Promote Sustainable and Livable Communities;

#### **Project Contact:**

Brian Payne

Assistant Director, Department of Economic and Sustainable Development

City of Bloomington

401 N. Morton St., Suite 210

PO Box 100, Bloomington IN 47402-0100

[payneb@bloomington.in.gov](mailto:payneb@bloomington.in.gov)

Specifically, the recipient (City of Bloomington, Indiana) will inventory, characterize, assess, and conduct planning and community involvement activities to encourage revitalization and reuse of brownfields sites. Project Period is three [3] years.

**Project Period:** October 1, 2017 – September 30, 2020

**Program Results Code:** Hazardous Substances – 301D79 (Action Code: NY)  
Petroleum – 301D79 XBP (Action Code: OP)

CFDA: 66.818

CERCLA Authority: 104 [k] [2]

DCN: STX

Budget FY: 17

Appropriation: E4

Budget Org: 0500AG7

Object Class: 4114

**The City of Bloomington will provide the following outputs/outcomes as a result of this Cooperative Agreement (CA) funding:**

- Update the brownfield inventory and prioritize brownfield sites
- 4-6 public meetings to update the community on the brownfield assessment progress and seek public input and involvement
- 6-8 Phase I ESAs on hazardous substance impacted sites and 6-8 Phase I ESAs on petroleum impacted sites
- 3-5 Phase II ESAs on hazardous substance impacted sites and 3-5 Phase II ESAs on petroleum impacted sites
- 5-10 site specific clean-up plans/documents such as the following: Analysis of Brownfield Cleanup Alternatives, Remedial Action Plans, site closure letter requests (Site Status Letters, No Further Action Letters, etc.), Comfort Letters, and clean-up funding development. Funding development to include insurance archeology or the development of other funding sources necessary to remediate contaminated brownfields and return them to productive reuse

## I. BACKGROUND

The U.S. Environmental Protection Agency (EPA) has awarded the City of Bloomington a Brownfields Assessment Cooperative Agreement (CA) for the environmental assessment of brownfield properties which may be contaminated with hazardous substances and petroleum. The CA includes \$300,000 (\$150,000 each for hazardous substances and petroleum) for the assessment of sites within the City. These funds will be used to inventory and investigate the historic uses of the properties; determine the type, severity, and extent of contaminants; and develop remedial alternatives that will allow for safe and viable reuse of the properties. The CA will also allow the City to provide public outreach to provide an opportunity to receive input from stakeholders and encourage the identification, remediation, and redevelopment of contaminated properties. The tasks and budget for the CA are described in this work plan.

The City of Bloomington (the City) is located in south-central Indiana, 45 miles south-southeast of Indianapolis. Bloomington is the home of the highest quality quarried limestone in the U.S. Iconic structures such as the Pentagon, Empire State Building, Rockefeller Center, and the Lincoln Memorial were all constructed with limestone from the Bloomington area, solidifying Bloomington's distinction as "the limestone capital of the U.S." In addition, Bloomington has a long history of manufacturing high quality goods that included appliances, electronics and elevators among others. Bloomington's rich history in limestone mining/milling and heavy manufacturing resulted in nearly a century of prosperity for the community.

As a result of the Great Recession, the regional limestone industry was hit hard by the downturn in the economy resulting in significant job losses. Similar to other communities in the Midwest's Rust Belt, Bloomington's manufacturing base also declined beginning in the 1970's. Over the past several years, the City has sustained a significant blow to their workforce. Large employers such as Thomson/RCA, GE, Schulte, and Indiana Limestone Co. have ceased Bloomington operations or downsized and laid off a combined 5,200 people from 1998 to present.

Today, many of Bloomington's residents still feel the impacts of these losses. Although many residents returned to the workforce, they are now working for less pay as evidenced by the U.S. Census Bureau's data showing a low Median Household Income (MHI) (\$28,660) compared to Indiana (\$48,737) and a significantly higher percentage of persons below the poverty level (39.0%) compared to Indiana's figures (15.5%). Those suffering the most are often concentrated in a few specific neighborhoods and corridors in our community. These worst hit areas are also where redevelopment investment has the greatest opportunity for success. Bloomington has identified the B-Line Trail Corridor as the target area where EPA Brownfield Assessment Grant funding will have the greatest impact. Bloomington has made a focused effort to invest in the B-Line Corridor, creating detailed redevelopment plans to maximize the investments made and leverage additional funding in this withering area of our community. If properties outside the target area become high priority properties during the cooperative agreement period, the City may choose to invest some grant funding on them as well, however, the redevelopment focus for this grant will remain the B-Line Trail Corridor. The Bloomington Comprehensive Plan, the McDoel Switchyard Master Plan, and the CTP Master Plan & Redevelopment Strategy identify mixed use development to include areas of commercial employment and residential housing, pedestrian friendly areas, and park/recreational space as the greatest needs of the B-Line Trail Corridor.

## **II. PROJECT OUTCOMES:**

The City of Bloomington's anticipated outputs and outcomes for this grant include:

- Acres of land assessed
- Acres of property remediated
- Acres of property redeveloped
- Investment leveraged
- Jobs created/retained
- Acres of parks/greenspace preserved and/or created

Bloomington will integrate Livability and Equitable Development Principles into the reuse and redevelopment of brownfield sites and seek not to displace residents historically affected by brownfields.

## **III. MANAGEMENT AND COORDINATION**

Brian Payne, Assistant Director, Department of Economic & Sustainable Development for the City of Bloomington, will be the project manager responsible for preparing and submitting all progress reports to the EPA Project Officer, specifying assessment tasks completed, financial tracking, and proposed grant activities. The City will retain a qualified environmental consultant to assist in managing and performing the activities funded by the grant. A Request for Qualification (RFQ) and public solicitation will be completed prior to retention of a qualified environmental consulting firm. It is anticipated that these activities will be completed by September 1, 2017 and will use City funding for this procurement. As Project Manager, Mr. Payne will oversee the work of the selected consultant and act as a liaison between the EPA, the public, property owners, and other stakeholders involved in projects resulting from this grant.

## **IV. WORK TO BE PERFORMED**

(This schedule assumed the cooperative agreement with the EPA will be completed and approved by September 30, 2017).

- Task 1 – Program Management
- Task 2 – Brownfield Inventory & Prioritization
- Task 3 – Phase I Environmental Site Assessments (ESAs)
- Task 4 – QAPP/Phase II ESAs
- Task 5 – Clean-up Planning
- Task 6 – Community Outreach & Involvement

### ***Task 1: Program Management***

Task 1 activities will be completed throughout the cooperative agreement cycle. The City will, at its own expense, prepare a Request for Qualifications (RFQ) and conduct a public solicitation for retaining a qualified environmental consultant. Once selected, the environmental consultant will complete the contractual obligations in the tasks outlined herewith. Additionally, the City, the EPA, and the selected consultant will frequently correspond regarding project progress and activities. Quarterly progress reports will be generated and submitted within 30 days of the end of each fiscal quarter. MBE/WBE reports will be submitted on an annual basis. ACRES data will be input, at a minimum, each quarter, as individual Phase I, Phase II and cleanup plans are

completed. A final report will be submitted at the end of the grant period. All submittals will be in electronic format or via a CD. Before and after photographs of individual properties should be included with quarterly and final reports.

<b>TASK 1 ACTIVITIES</b>	<b>DELIVERABLES</b>	<b>COMPLETION DATE</b>
Prepare quarterly reports, ACRES and other documentation	Quarterly reports, ACRES and other documentation in electronic format	First quarterly report submitted by January 30, 2017. Ongoing thereafter.

**Task 2: Brownfields Inventory & Prioritization**

The funds allocated in this task will develop the City’s Brownfield Inventory. Sites will be prioritized and screened against Site Eligibility and Property Ownership Eligibility Criteria as well as redevelopment potential and availability of leveraged funding among others, with public input.

Eligibility determinations will be prepared and submitted to the EPA (hazardous substance sites). IDEM (petroleum sites) will be provided with sufficient information for the State Agency to generate a petroleum-determination letter, prior to the performance of Phase I ESAs. State petroleum-determination letters will be provided to EPA, as generated.

<b>TASK 2 ACTIVITIES</b>	<b>DELIVERABLES</b>	<b>COMPLETION DATE</b>
Identify brownfield sites, create a draft inventory, prioritize inventory	List of sites for assessment/investigation consideration	January 15, 2018. Inventory will continue to be revised throughout the CA period.
Site Eligibility Determinations	Individual Site Eligibility determinations	First eligibility determination estimated to be submitted by January 31, 2018. Ongoing thereafter.

**Task 3: Phase I Environmental Site Assessments (ESAs)**

Phase I Environmental Site Assessments will be performed on key sites throughout the city. Areas of focus will include those already determined in the inventory as high priority sites. The Phase I Assessments will be compliant with All Appropriate Inquiry (AAI) and ASTM E-1527-13. Site access agreements will be negotiated and in place prior to initiation of each site-specific Phase I.

<b>TASK 3 ACTIVITIES</b>	<b>DELIVERABLES</b>	<b>COMPLETION DATE</b>
Conduct Phase I ESAs	Phase I ESA reports and site-specific AAI checklists	Initial Phase I report will be completed by 3/31/18



***Task 4: Phase II ESAs and Quality Assurance***

A pre-QAPP conference call will be scheduled and conducted with participation by the City, consulting firm and EPA. It is anticipated that the draft QAPP will be submitted within 90 days of the CA. The city understands that costs related to sampling, analysis, and data collection cannot be incurred until the QAPP is approved by the EPA.

Phase II ESAs will be completed to assess recognized environmental conditions identified in the Phase I Assessments. All sampling activities and fieldwork performed during the Phase II Assessments will be performed in accordance with Indiana Department of Environmental Management (IDEM) guidelines. Site-specific Sampling and Analysis Plans (SAPs), and Health and Safety Plans (HSPs) will be submitted for approval by to the EPA Project Manager prior to the performance of Phase II Assessment activities.

It is the intent of the City of Bloomington to complete all data collection and laboratory analyses to the quality standards required by the EPA. Upon procurement of a technical consultant, that entity will prepare a Quality Assurance Project Plan in accordance with EPA 540-R-98-038 (9/98) Quality Assurance Guidance for Conducting Brownfields Site Assessments. This plan will be approved by EPA prior to commencement of Phase II ESA field efforts.

<b>TASK 4 ACTIVITIES</b>	<b>DELIVERABLES</b>	<b>COMPLETION DATE</b>
Pre-QAPP conference call and QAPP preparation	Draft QAPP + Final QAPP	Draft QAPP submitted to the EPA by January 1, 2018
Prepare Sampling and Analysis Plan(s)	SAPs	1 <sup>st</sup> SAP anticipated 3/1/18 & continuing on a site-specific basis throughout the grant cycle
Prepare Health and Safety Plan(s)	HASPs	1 <sup>st</sup> HASP anticipated 3/1/18 & continuing on a site-specific basis throughout the grant cycle
Conduct Phase II	Phase II ESA reports	Initial Phase II ESA report will be complete by 6/31/18

***Task 5: Clean-up Planning:***

The City will use grant funds to complete Analysis of Brownfield Cleanup Alternatives (ABCAs) and Remedial Action Plans (RAPs), and/or other clean up planning associated with sites assessed and ready for remediation. In the evaluation of remedial alternatives, the environmental consultant will review known contamination (sources and extents) based on Phase II ESA data and evaluate potential exposure pathways based on the potential future use of the site. This information will be used to establish the cleanup goals for the proposed remediation. RAPs will include a feasibility analysis that evaluates alternatives designed to meet the project objectives. Each alternative will

be evaluated for effectiveness, feasibility to implement, and cost. The cleanup method selected will be based on this analysis. Cleanup planning will include an analysis of potential remedial techniques, determination of appropriate cleanup goals, identification of probable costs and planning and application for additional funding. Additionally, funds from this task will be used to obtain Site Status Letters and Comfort Letters from the Indiana Brownfield Program to provide site closure and comfort to prospective brownfield property purchasers. Each draft plan will be submitted to the State for review, comment, and approval. Each property shall be entered into the State’s cleanup program, prior to submittal of a cleanup planning document.

Task 5 funds may also be used to develop funding sources necessary to remediate contaminated brownfields and return them to productive reuse. These sources include state and federal funding programs as well as private funding sources such as liability insurance policies identified through research. Courts in Indiana have consistently ruled that many general liability policies cover damages resulting from release of petroleum and hazardous materials. Using EPA Assessment Grant funding to establish the presence of contamination may help trigger viable insurance policies to fund further investigation and cleanup of environmental damages. The City will attempt to apply this funding source to eligible sites. Property owners may not have adequate records of insurance coverage, and researching insurance records (sometimes called “insurance archaeology”) may be necessary to identify policies. The City may use grant funds to search for these policies to maximize the funds available for redevelopment. The development of funding sources necessary to remediate contaminated brownfields, such as searching for liability insurance policies, will only be done after requesting and securing written approval from the EPA Project Officer.

<b>TASK 5 ACTIVITIES</b>	<b>DELIVERABLES</b>	<b>COMPLETION DATE</b>
Prepare Remedial Action Plans	Draft RAP(s); Final RAP(s)	First RAP anticipated as early as 6/31/18, then ongoing throughout the CA period
Prepare Analysis of Brownfield Cleanup Alternatives	Draft ABCA(s); Final ABCA(s)	First ABCA anticipated as early as 6/31/18, then ongoing throughout the CA period
Indiana Brownfield Program Site Status Letter and/or Comfort Letter	SSL/CL	First SSL/CL anticipated as early as 6/31/18, then ongoing throughout the CA period
Complete Insurance Archeology	Identify the presence liability insurance coverage on a site	On a site-specific basis throughout the grant cycle

***Task 6: Community Outreach & Involvement:***

Involvement of key stakeholders and the general public is integral for a successful brownfield redevelopment program. Bloomington will use funds allocated in this task to take public input on plans and progress of investigation and cleanup activities, and to market sites for future development. The associated costs will fund the preparation and execution of community outreach programs. The selected environmental consultant will work with the City to develop outreach materials to be used as a tool to educate stakeholders on the benefits of the grant and how it can be used as a tool to increase development and economic growth.

The City will develop a targeted mailing to owners of targeted brownfield properties, inviting them to participate in community engagement and/or educational events where they can learn the value of environmental assessments. Website updates will be utilized to update the community on brownfield assessment activities and community engagement opportunities. In addition, the City will leverage its social media platforms, earned media and other low-cost, no-cost or in-kind methods to engage the community. The City will hold two to six public meetings throughout the grant period. The selected environmental consultant will assist the city in the public meetings by preparing presentations and providing expertise in informing the public of funding and investigation process. These meetings will be used to inform the community of the progress of the grant activities, gain input on brownfield site prioritization, and develop a dialogue with stakeholders about redevelopment priorities.

<b>TASK 6 ACTIVITIES</b>	<b>DELIVERABLES</b>	<b>COMPLETION DATE</b>
Hold 2-6 community meetings	N/A	Initial public meeting by January 15, 2018, then, ongoing throughout the CA period
Develop support and outreach materials to be distributed at public meetings and other locations/events	Outreach materials, support materials, PowerPoint presentations	November 15, 2017. Updates and additional material will be developed on an ongoing basis.

**I. PROJECT MANAGER PROFILE**

Brian Payne is the Assistant Director of Small Business Development Department of Economic & Sustainable Development for the City of Bloomington. Mr. Payne has over 10 years’ experience working in the public sector, including his prior role at the U.S. Department of Health and Human Services which included assisting in the administration of federal grants. Mr. Payne is responsible for the solicitation, review of proposals and selection of an environmental firm to perform the contractual portion of the grant funding awarded to the City of Bloomington. He will also act as a liaison between the City, the EPA, and the selected environmental consultant; overseeing the preparation and submittal of necessary grant documentation; and tracking all expenses for projects resulting from grants received.

**BUDGET**

*Projected Budget for Assessment Work Related to the EPA Assessment Grant:*

**BUDGET TABLE**

<b>HAZARDOUS SUBSTANCES</b>
-----------------------------

Budget Categories (programmatic costs only)	Task 1: Program Management	Task 2: Brownfield Inventory & Prioritization	Task 3 Phase I ESAs	Task 4 Phase II ESAs	Task 5: Clean-up Planning	Task 6: Community Outreach & Involvement	Budget Category Total
Supplies						\$500	\$500
Contractual*	\$1,500	\$2,000	\$22,300	\$104,700	\$15,000	\$4,000	\$149,500
<b>Subtotal (Hazardous Substances)</b>	<b>\$1,500</b>	<b>\$2,000</b>	<b>\$22,300</b>	<b>\$104,700</b>	<b>\$15,000</b>	<b>\$4,500</b>	<b>\$150,000</b>
<b>PETROLEUM PRODUCTS</b>							
Budget Categories (programmatic costs only)	Task 1: Program Management	Task 2: Brownfield Inventory & Prioritization	Task 3 Phase I ESAs	Task 4 Phase II ESAs	Task 5: Clean-up Planning	Task 6: Community Outreach & Involvement	Budget Category Total
Supplies						\$500	\$500
Contractual*	\$1,500	\$2,000	\$22,300	\$104,700	\$15,000	\$4,000	\$149,500
<b>Subtotal (Petroleum)</b>	<b>\$1,500</b>	<b>\$2,000</b>	<b>\$22,300</b>	<b>\$104,700</b>	<b>\$15,000</b>	<b>\$4,500</b>	<b>\$150,000</b>
<b>TOTAL BUDGET</b>	<b>\$3,000</b>	<b>\$4,000</b>	<b>\$44,600</b>	<b>\$209,400</b>	<b>\$30,000</b>	<b>\$9,000</b>	<b>\$300,000</b>

\*In accordance with Federal, State, and local procurement regulations.

### Budget Detail:

**Task 1: Program Management** - \$3,000 (\$1,500 each for hazardous substances and petroleum) will be allocated to support the consultant's completion of quarterly progress reports, data input into ACRES, and ongoing communication with the City. Once a Phase I ESA is completed on a site, the site profile sheet will be completed in the ACRES database. The City and the selected consultant will also need to call, meet, and correspond with EPA staff to manage the grant's cooperative agreement. A total of \$3,000 has been allocated for the foregoing tasks, which will be completed by the selected environmental consultant.

**Task 2: Brownfield Inventory & Prioritization** - \$4,000 (\$2,000 each for hazardous substances and petroleum) – The City will use the funds allocated in this task to update the current brownfield inventory. Based on public input, properties may need to be added to the inventory and inventoried sites may need to be reprioritized. The City's Redevelopment Plans will be updated based on the findings of the revised inventory and priority rankings. All Task 2 funds are allocated as contractual and will be completed by the selected environmental consultant.

**Task 3: Phase I Environmental Site Assessments (ESAs)** - \$44,600 (\$22,300 each for hazardous substances and petroleum) – The City will contract Phase I Environmental Site Assessment (ESA) activities on key sites throughout Bloomington. It is estimated that the costs for completing Phase I ESAs will range from \$2,500 to \$3,500 per site depending on the complexity of the sites. The estimated outputs from Task 3 will include 6-8 Phase I ESAs on hazardous substance impacted sites and 6-8 Phase I ESAs on petroleum impacted sites. Areas of focus will include those already

determined in the inventory as priority sites listed in Table 2. The costs associated with site eligibility determinations will be included in this task.

**Task 4: QAPP/Phase II ESAs** – \$209,400 (\$104,700 each for hazardous substances and petroleum) – The City’s selected environmental consultant will prepare a Quality Assurance Project Plan (QAPP), total costs of which we have budgeted at \$4500. It is estimated that the costs for completing a typical Phase II ESA will range from \$20,000-\$40,000 per investigation depending on the complexity of the sites and the environmental conditions identified in the preceding Phase I ESAs. The estimated outputs for Task 4 will include 3-5 Phase II ESAs on hazardous substance impacted sites and 3-5 Phase II ESAs on petroleum impacted sites. To maximize actual deliverables from grant funding, \$209,400 has been budgeted to ensure that at least five (5) Phase IIs will be completed, even at maximum potential cost (5 x \$40,000). The City may complete up to 10 Phase II ESAs, which would cost a minimum of \$200,000 (10 x \$20,000). The \$4900 remainder of the budget will be utilized to cover fluctuations in the actual Phase II cost to maximize the number of Phase IIs completed.

**Task 5: Clean-up Planning** - \$30,000 (\$15,000 each for hazardous substances and petroleum) – The City will commit funds from this task to complete, in cooperation with the environmental consultant, an estimated 5-10 site specific clean-up plans/documents (estimated \$3,000-\$6,000 each) including the following: Analysis of Brownfield Cleanup Alternatives (estimate \$3000 per), Remedial Action Plans (\$6000 per), site closure letter requests (Site Status Letters, No Further Action Letters, etc., each at \$3000 per), Comfort Letters (\$2500 per), and clean-up funding development (see Ability to Leverage below). The City has budgeted enough for 5-10 deliverables, but retains the flexibility to itemize them based on the results of the foregoing tasks.

Task 5 funds may also be used, with site approval from the EPA Project Manager, to fund the exploration and identification of liability insurance policies (insurance archeology) on target properties. The Indiana Supreme Court has ruled that many general liability policies cover damages resulting from the release of hazardous substances. The net result is that in many cases, these policies will provide funding of necessary site investigation and remediation costs. To trigger these policies, contamination (generally groundwater) must be identified. The use of EPA grants funds for insurance archeology can potentially be used to leverage the EPA grant funds and have a greater benefit to the community by investigating more sites.

**Task 6: Community Outreach & Involvement** - \$9,000 (\$4,500 each for hazardous substances and petroleum) – Bloomington will hold 4-6 public meetings during the grant period to update the community on the brownfield assessment progress and seek public input and involvement. \$1000 in Task 6 (\$500 hazardous substances and \$500 petroleum) funds have been allocated to supplies to support all community outreach and involvement, which may include the following:

- \$600 Public notices
- \$150 Paper
- \$100 Postage
- \$150 Printer cartridges

In addition, the city will leverage its social media platforms, earned media and other low-cost, no-cost or in-kind methods to engage the community. The City will participate in public meetings and assist the selected environmental consultant, but \$8,000 is allocated to contractual and will be completed by the selected environmental consultant. These funds will cover a minimum of three (3) public meetings for each of the petroleum and hazardous substances portions, at a cost of \$1200 per meeting including preparation, outreach, execution, and review and processing of public comment. \$800 remains in contractual for additional public outreach as needed, which could include another public meeting.

EXHIBIT B

STATE OF INDIANA )  
 )SS:  
COUNTY OF HAMILTON )

E-VERIFY AFFIDAVIT

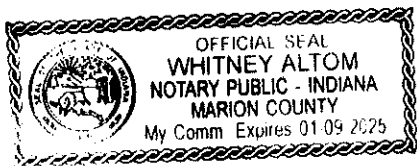
The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the PRESIDENT of BCA ENVIRONMENTAL CONSULTANTS, LLC  
(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.

[Signature]  
Signature  
JOEL B. MARCIANO  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF Marion )

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



[Signature]  
Notary Public's Signature  
Whitney Altom  
Printed Name of Notary Public  
My Commission Expires: 01/09/2025  
County of Residence: Marion

EXHIBIT C

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

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 19<sup>th</sup> day of OCTOBER, 2017.

BCA Environmental Consultants, LLC

By: [Signature]  
PRESIDENT

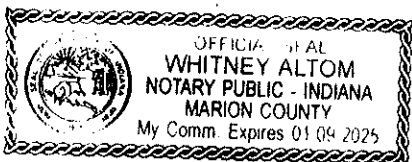
STATE OF Indiana )  
 ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Joel Markland and acknowledged the execution of the foregoing this 19<sup>th</sup> day of October, 2017.

[Signature] Altom  
Notary Public's Signature

Whitney Altom  
Printed Name of Notary Public

My Commission Expires on:  
01/09/2025





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:** BCA Environmental Testing and Remediation (for the Consolidated TIF, Trades District Garage and 4th Street Garage)

**Project Manager(s):** Alex Crowley, Director of Economic and Sustainable Development

**Project Description:**

This is a project to retain all necessary environmental consulting, testing, including Phase II testing, field tests, and urban background arsenic study, within the Consolidated TIF and for the construction of the Trades District and 4th Street Parking Garages.

**Project Timeline:**    **Start Date:**    **2020**  
                                  **End Date:**      **2021**

**Financial Information:**

Estimated full cost of project:	\$106,759.00
Sources of funds:	Consolidated TIF; EPA Brownfields Grant

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

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Phase II Trades District Garage	\$26,235	2020
2 Garage Services	\$70,000	2020-21
3 Background Arsenic Testing	\$10,524	2020-21

**Resolution History:** 20-53: Approval of Addendum to Agreement

*To Be Completed by Redevelopment Commission Staff:*

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**20-54**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF THIRD ADDENDUM TO CONTRACT WITH**  
**CORE PROJECTIVE, LLC**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) approved the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”) to create a geographical center of innovation called the Trades District; and

WHEREAS, as part of the redevelopment of the Trades District, the City sought to improve the Trades District infrastructure and renovate the Dimension Mill (the “Project”); and

WHEREAS, in Resolutions 19-21 and 19-31, the RDC approved addenda that provided funding for an Agreement with Core Projective LLC to act as a project manager for the Trades District Projects, redevelopment of the hospital site, and potential expansion of the convention center (“Services”); and

WHEREAS, staff has brought a Third Addendum (“Addendum”) to that Agreement, which is attached to this Resolution as Exhibit A, for an extension of time to the Agreement, which will allow for completion of the Services; and

WHEREAS, no additional funding is required for this addendum;

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

1. The RDC reaffirms its support for the Project and finds that the above described Services and expenditures to be an appropriate use of the available TIF funds and serve the public’s best interest.
2. The RDC hereby approves the Third Addendum as detailed in Exhibit A, which is attached to this Resolution. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims processes.
3. The funding authorization contained in Resolutions 19-21 and 19-31 shall now terminate on December 31, 2020, unless further extended by the RDC in advance.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Donald Griffin, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

**THIRD ADDENDUM TO AGREEMENT WITH CORE PROJECTIVE, LLC**

This Third Addendum supplements the Agreement executed on March 27, 2018, between the City of Bloomington and its Redevelopment Commission (the “City”) and Core Projective, LLC (“Consultant”) as follows:

1. Scope of Services: The parties believe it is in the best interest of the RDC and the public to extend the date for the completion of services until December 31, 2020, unless further extended in writing by the parties.

All deadlines reflected in the Schedule in Article 6 and Exhibit A of the Agreement related to the Trades District shall be extended to correspond with the extended Services completion date.

2. In all other respects, the Original Agreement shall continue in effect as originally executed.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed on this \_\_\_\_ day of August 2020.

**CITY OF BLOOMINGTON**

**CORE PROJECTIVE, LLC**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Kelly Boatman, Principal

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Donald Griffin, President

\_\_\_\_\_  
Cindy Kinnarney, Secretary

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
DEPARTMENT OF ECONOMIC AND SUSTAINABLE DEVELOPMENT  
AND  
CORE PROJECTIVE, LLC  
FOR  
TRADES DISTRICT PROJECT MANAGEMENT SERVICES**

This Agreement, entered into on this 27 day of March, 2018, by and between the City of Bloomington Department of Economic & Sustainable Development (the "Department"), and Core Projective, LLC ("Consultant"),

**WITNESSETH:**

WHEREAS, the Department wishes to implement project management support to provide a primary point of planning and coordination, drive progress, track performance, ensure accountability, and achieve overall objectives and timelines for the Trades District project; and

WHEREAS, the Department requires the services of a professional consultant in order to perform project management services for the Trades District project (the "Services" as further defined below); and

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

WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Consultant shall diligently provide the 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.

Consultant shall complete the Services required under this Agreement on or before December 31, 2018 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Alex Crowley,

Director, Economic & Sustainable Development as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

Consultant 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 ("Standard of Care"). The Department shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department**

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed fifty-one thousand dollars (\$51,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Department of Economic & Sustainable Development  
% Alex Crowley  
City of Bloomington  
401 N. Morton, Suite 150  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

Consultant shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. 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 Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

**Article 8. Identity of the Consultant**

Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 10. Reuse of Instruments of Service**

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant 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 Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

**Article 11. Ownership of Documents and Intellectual Property**

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property



developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

**Article 12. Independent Contractor Status**

During the entire term of this Agreement, Consultant 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 Department. Consultant 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 13. Indemnification**

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 14. Insurance**

During the performance of any and all Services under this Agreement, Consultant 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 \$50,000 for each person and \$100,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.

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 Department, 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 Department's will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Consultant shall also provide evidence of any official exemptions from coverage, including for Worker's Compensation Insurance. Approval of the insurance by the Department shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof

that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**Article 15. Conflict of Interest**

Consultant 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. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. 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 17. 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 18. Assignment**

Neither the Department nor the Consultant shall assign any rights or 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 19. Third Party Rights**

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

**Article 20. 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 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

In performing the Services under this Agreement, Consultant 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, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. E-Verify**

Consultant 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). Consultant shall sign an affidavit, attached as Exhibit C, affirming that Consultant 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.

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

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the Department.

**Article 24. Notices**

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

**Department:**

**Consultant:**

City of Bloomington	Core Projective, LLC
Attn: Alex Crowley	Attn: Kelly Boatman
401 N. Morton, Suite 150	920 E University Street
Bloomington, Indiana 47402	Bloomington, IN 47401

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

**Article 25. Intent to be Bound**

The Department and Consultant 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 26. Integration and Modification**

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. 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 27. Non-Collusion**


Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or 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. Consultant shall sign an affidavit, attached hereto as Exhibit D, affirming that Consultant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

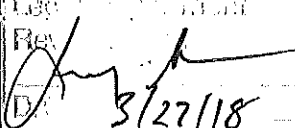
**CITY OF BLOOMINGTON**


**CORE PROJECTIVE, LLC**

  
\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

  
\_\_\_\_\_  
Kelly Boatman, Principal

  
\_\_\_\_\_  
Alex Crowley, Director

CITY OF BLOOMINGTON  
Legal Department  
Reviewed by:   
DATE: 3/27/18

CITY OF BLOOMINGTON  
Controller  
Reviewed by:   
DATE: 3/27/18  
FUND/ACCT: 101-04-317

## EXHIBIT A

### “Scope of Work”

#### I. Introduction

- A. In 2018, the City of Bloomington and the Redevelopment Commission (RDC) will complete the development of the Trades District, a 12-acre portion of Bloomington’s Certified Technology Park.
- B. The City of Bloomington is seeking project management support to provide a primary point of planning and coordination, drive progress, track performance, ensure accountability, and achieve overall objectives and timelines for the Trades District Project.
- C. The Trades District Project is comprised of the following components:

#### TRADES DISTRICT SITE AND INFRASTRUCTURE IMPROVEMENTS

This includes:

- Utilities, earthwork, paving, curbs and sidewalks, brick paving, irrigation, landscaping, electrical and related work for site development of the Trades District.
- Weddle Bros. Building Group, LLC is providing Construction Management Services for this work per an existing Agreement with the RDC.
- Estimated project completion is December 2018.

#### DIMENSION MILL RENOVATIONS

This includes:

- Selective demolition, repair, restoration, and remodeling of the existing Dimension Mill structure to create the Trades District Dimension Mill Collaborative Work Space.
- Weddle Bros. Building Group, LLC is providing Construction Management Services for this work per an existing Agreement with the RDC.
- Estimated project completion is October 2018.

#### OPERATIONAL PLANNING FOR THE DIMENSION MILL CO-WORK SPACE

This includes:

- Development of a business plan, budget, processes, procedures, tools, etc. for operation of the Dimension Mill Co-work Space.
- Patrick East has been selected as the Executive Director of the Dimension Mill Co-work Space and is providing the Operational Planning Services and Design Coordination per an existing Agreement with the RDC.
- Estimated activity completion is October 2018.

## MARKETING OF THE TRADES DISTRICT

This includes:

- Development and distribution of advertising and promotional information as necessary to market the Trades District development sites to potential buyers.
- The City of Bloomington Economic and Sustainable Development Department is leading this effort.
- Estimated activity completion is December 2018.

## II. Scope of Services

A. Core Projective, LLC will perform the following:

### 1. Trades District Project Management

a. Kelly Boatman, PMP will serve as project manager for the City of Bloomington for the Trades District Project described in Section I.C. above.

### b. Key Tasks

- (1) **Finalize the Project Review and Initiation Process** to ensure a common and high level understanding of key deliverables, milestones, roles and responsibilities, and expectations. This encompasses finalizing the City's project request process (statement of work, business case) and the project charter (authorization). Duration ~ 1 week.
- (2) **Collect and Review Project Information** to gain a detailed understanding of scope, schedule, budget, deliverables, requirements, assumptions, stakeholders, risks, and constraints. This will be accomplished through meetings with team members, key departments, and a review of all project-related documents (contracts, resolutions, master plans, etc.). Duration ~ 1-2 weeks.
- (3) **Prepare a Project Management Plan** to serve as a guide for how the project will be executed, monitored, and controlled. The Plan will detail at a minimum the planned scope, budget, timeline, resources, procurements, communications, and change controls. Duration ~ 1-2 weeks.
- (4) **Manage, Monitor, and Control the Project Work** to include -
  - i. serving as primary point of coordination
  - ii. leading regular project team meetings
  - iii. overseeing task execution and adherence to scope, timeline and budget
  - iv. managing change requests
  - v. measuring project performance (plan v. actual)
  - vi. resolving issues and implementing corrective actions
  - vii. preparing and managing project information and communications (using project management software, as appropriate)
  - viii. attending/presenting at board, commission, council or other meetings if requested or required.

ix. duration ~ 35 weeks

- (5) **Project / Phase Close Out** upon acceptance of the completion of all deliverables. Close contracts, gather feedback, document the lessons learned and archive all project documents. Duration ~ 2-3 weeks

c. Deliverables

- (1) Finalized Project Request/Review Form
- (2) Project Charter for approval
- (3) Project Management Plan for approval
- (4) Up to 600 hours of project management time for managing, monitoring, and controlling the project work (~15hrs/wk)
- (5) Weekly written project status updates
- (6) Completion of all components of the Trades District Project (see Section I(C)).
- (7) Project documentation archive

d. Schedule

- (1) Total project duration is estimated to be 9 months/39 weeks from April 2018 - through December 2018. Estimated timeline is shown in the table below.
- (2) Services will be performed at Core Projective, LLC and/or at the Bloomington's City Hall offices. The project manager will establish and make known a regular schedule of availability and will commit to be on-site at the City Hall offices a minimum of 6 hours per week. When not on-site at City Hall, the project manager will be available by e-mail, telephone, and by appointment for web conferencing and in-person meetings.

Task	2018									
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Finalize Project Review & Initiation Process										
Collect and Review Project Information										
Prepare Project Management Plan										
Manage, Monitor, Control Project Work										
Project Close Out										

e. Tools

- (1) Core Projective, LLC and the City of Bloomington may jointly agree upon use of project management software for project tracking and collaboration, such as Wrike, Basecamp, or MS Project. If purchase of software by Core Projective, LLC is required, the project manager will notify the City of Bloomington of the cost and will obtain written approval from the City prior to purchasing. The City of Bloomington will reimburse Core Projective, LLC for the purchase cost.

f. Invoicing

- (1) Completed work will be invoiced on a monthly basis.

g. Assumptions

- (1) Project work will begin in April 2018 and conclude by December 31, 2018 (approximately 39 weeks).

- (2) When the project manager is working on-site at City Hall, the City of Bloomington will provide project manager with a work space, a wireless connection, and access to a secure network location for storing/retrieving/managing project files if necessary.
- (3) Project manager will provide her own laptop and cell phone.
- (4) Time required to perform project work is estimated at 10 - 20 hours per week (~15hrs per week on average).
- (5) All services will be performed in Bloomington, Indiana. If travel outside of Bloomington is required, it will be quoted separately.

III. Personnel

**Kelly Boatman, PMP**

Kelly is the Principal of Core Projective, LLC, a professional services company providing freelance project management and technical writing services. Kelly is a certified Project Management Professional with 18 years of experience managing and directing projects, programs, and project management departments, starting her career in water quality and waste management and later moving to the pharmaceutical and biotech industries. She has managed a wide range of public and private sector projects and has served the community on a variety of local boards and commissions during her nearly 30 year tenure in Bloomington. Her full resume is provided in Attachment A.

IV. Fees

Services	Hours	Rate	Price
Professional project management oversight for the overall Trades District Project as described in Section I.C. and covering the key tasks and deliverables as detailed in Section II.A.1.b. and c., including: finalizing the project review and initiation process, collecting and reviewing project information, preparing a project management plan, managing, monitoring and controlling all project work, and closing the project.	600	\$85 / hr	\$51,000
<b>Total Not to Exceed</b>			<b>\$51,000</b>
Software Purchase or Out of Town Travel (upon request and requires separate approval)			Reimbursed at Cost



V. Approvals

**Core Projective, LLC**

Kelly M. Boatman  
Printed Name

Kelly M. Boatman  
Signature

27 Mar 2018  
Date

**City of Bloomington**

Philippa M. Guthrie  
Printed Name

Philippa M. Guthrie  
Signature

March 27, 2018  
Date

**EXHIBIT B**

**“Project Schedule”**

Please refer to schedule detail in Exhibit A.

**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**

STATE OF INDIANA )  
)SS:  
COUNTY OF Monroe )

**AFFIDAVIT**

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

1. The undersigned is the Principal of Cove Projective, LLC.  
(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.

Kelly M. Boatman

Signature

Kelly M. Boatman

Printed Name

STATE OF INDIANA )  
)SS:  
COUNTY OF Monroe )

Wm

Before me, a Notary Public in and for said County and State, personally appeared Kelly Boatman and acknowledged the execution of the foregoing this 27 day of March, 2018.

Whitney F Niswander  
Notary Public's Signature

My Commission Expires: July 6, 2025

Whitney F Niswander  
Printed Name of Notary Public

County of Residence: Monroe

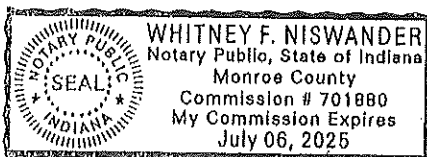


EXHIBIT D

STATE OF Indiana )  
 ) SS:  
COUNTY OF Monroe )

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 27<sup>th</sup> day of March, ~~2017~~. 2018, KMB

Kelly Boatman

By: Kelly M. Boatman

STATE OF Indiana )  
 ) SS:  
COUNTY OF Monroe )

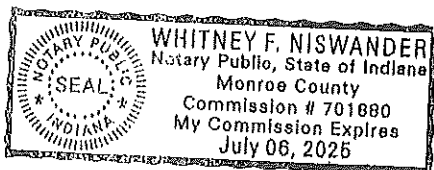
Before me, a Notary Public in and for said County and State, personally appeared Kelly Boatman and acknowledged the execution of the foregoing this 27 day of March, 2018.

Whitney F Niswander  
Notary Public's Signature

My Commission Expires: July 6, 2025

Whitney F Niswander  
Printed Name of Notary Public

County of Residence: Monroe



**FIRST ADDENDUM TO AGREEMENT WITH CORE PROJECTIVE, LLC**

This First Addendum supplements the Agreement between the City of Bloomington Economic and Sustainable Development Department (the "Department") and Core Projective, LLC ("Consultant") as follows:

- I. Scope of Services: Paragraph three of Article 1 states in relevant part: "Consultant shall complete the Services required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date."

The parties believe it is in the best interest of the Trades District project and the public that the date for the completion of services shall be extended until June 30, 2019, unless further extended in writing by the parties.

All deadlines reflected in the Schedule in Article 6 and Exhibit A of the Agreement shall be extended to correspond with the extended Services completion date.

- II. Compensation: Article 4 states, in part, "Additional services not set forth in Article 1, or changes in the Service must be authorized in writing by the Department or its designated project coordinator prior to such work being performed or expenses incurred."

To cover the Services outlined in the Agreement and extended above, Consultant's fee shall be adjusted by an additional Forty-Four Thousand Two Hundred Dollars (\$44,200) for these Services. The total compensation paid under this Agreement, including fees and expenses, shall not exceed Ninety-Five Thousand Two Hundred Dollars (\$95,200).


- III. In all other respects, the Original Agreement shall continue in effect as originally executed.

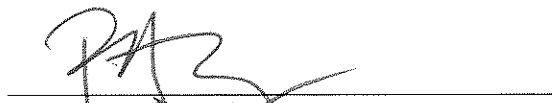
**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed the day and year first written above.


CITY OF BLOOMINGTON


CORE PROJECTIVE, LLC

  
 Philippa M. Guthrie, Corporation Counsel

  
 Kelly Boatman, Principal

  
 Alex Crowley, Director

CITY OF BLOOMINGTON  
 Controller  
 Reviewed by:   
 DATE: 12-26-18  
 FUND/ACCT: 101-04-315 2019 12 25

**CITY OF BLOOMINGTON**  
 Legal Department  
 Reviewed By:   
 DATE: 12/25/18

**SECOND ADDENDUM TO AGREEMENT WITH CORE PROJECTIVE, LLC**

This Second Addendum supplements the Agreement between the City of Bloomington and its Redevelopment Commission (the "City") and Core Projective, LLC ("Consultant") as follows:

- I. Scope of Services: The parties believe it is in the best interest of the RDC and the public to amend the scope of services to add services that are attached to this Addendum as Exhibit 1 and to extend the date for the completion of services until December 31, 2019, unless further extended in writing by the parties.

All deadlines reflected in the Schedule in Article 6 and Exhibit A of the Agreement shall be extended to correspond with the extended Services completion date.

- II. Compensation: Article 4 states, in part, "Additional services not set forth in Article 1, or changes in the Service must be authorized in writing by the Department or its designated project coordinator prior to such work being performed or expenses incurred."

To cover the Services outlined in the Agreement and extended above, Consultant's fee shall be adjusted by an additional Thirty-Eight Thousand Two Hundred Fifty Dollars (\$38,250) for these Services. The total compensation paid under this Agreement, including fees and expenses, shall not exceed a grand total of One Hundred Thirty-Three Thousand Four Hundred Fifty Dollars (\$133,450).

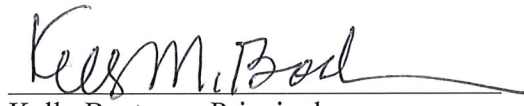
- III. In all other respects, the Original Agreement shall continue in effect as originally executed.

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


**CITY OF BLOOMINGTON**

  
\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**CORE PROJECTIVE, LLC**

  
\_\_\_\_\_  
Kelly Boatman, Principal

**BLOOMINGTON REDEVELOPMENT COMMISSION**

  
\_\_\_\_\_  
Donald Griffin, President

  
\_\_\_\_\_  
Mary Alice Rickert, Secretary

## EXHIBIT 1 SCOPE OF WORK

### I. Introduction

- A. The City of Bloomington Office of the Mayor (OOTM) is engaged in several strategic, large-scale community projects, including the Convention Center Expansion Project, the Hospital Site Redevelopment Project, and the New IU Health Bloomington Hospital Construction Project. The OOTM is seeking project management assistance to coordinate, monitor progress, ensure accountability, and achieve overall objectives and timelines for these projects.

### II. Scope of Services

1. Core Projective will provide project coordination internally and externally for the OOTM and perform project management tasks as appropriate, which may include:
  - a) **Reviewing Project Information** to gain a detailed understanding of project requirements, scope, schedule, budget, stakeholders, risks, and constraints.
  - b) **Preparing Project Plans/Ganttts** that capture tasks, timelines, and project processes (project communications, reviews and approvals, etc.).
  - c) **Managing, Monitoring, and Controlling Project Work** to include:
    - (1) leading internal project team meetings
    - (2) participating in external stakeholder meetings
    - (3) monitoring and follow up for task execution
    - (4) monitoring scope, timeline, budget, and key requirements
    - (5) tracking and resolving issues and open items
    - (6) preparing and disseminating project information and updates
    - (7) coordinating internal resources
    - (8) other project management related tasks, as required
  - d) **Closing out Project Work** if a project or phase comes to completion or is closed during the period of services, to include:
    - (1) gathering stakeholder feedback
    - (2) documenting lessons learned
    - (3) archiving project documents
2. **Projects in Scope**
  - a) Monroe Convention Center Expansion
  - b) Hospital Site Redevelopment
  - c) IU Health Bloomington Construction

### III. Hours

- A. Services duration is estimated to be 39 weeks from April 2019 through December 2019.
- B. Estimated Project Management Hours are as follows:

1. Convention Center Expansion – 200 hrs
2. Hospital Site Redevelopment – 200 hrs
3. IU Health Bloomington Construction – 50 hrs

IV. Deliverables

- A. Project plans/Gantt charts (for task and timeline tracking)
- B. Written project status updates

V. Invoicing

- A. Work completed will be invoiced on a monthly basis.

VI. Assumptions

- A. All project services will be performed in Bloomington, Indiana. If travel outside of Bloomington is required, it will be quoted separately.

VII. Personnel

**Kelly Boatman, Principal, Core Projective, LLC**

Kelly is a certified Project Management Professional (PMP) with 18 years of experience leading projects, programs, and project management service operations. She has managed a wide range of public and private sector projects for clients across the pharma/biotech, med device, government, and environmental services industries. Prior to founding Core Projective, she led projects and service operations for two pharmaceutical contract development and manufacturing organizations—as Program Manager at Alcami Corporation and as Senior Director at Singota Solutions where she served on the senior leadership team.

VIII. Fees

Services	Hours	Rate	Price
Project Management Services	450	\$85 / hr	\$38,250
<b>Total Not to Exceed</b>			<b>\$38,250</b>