

AGENDA
REDEVELOPMENT COMMISSION
October 5, 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/99357012070?pwd=c0dlcWE4K2VEcXlvRVFwRzZtYndXZz09>
Meeting ID: 993 5701 2070 - Passcode: 285548*

- I. ROLL CALL**
- II. READING OF THE MINUTES** –September 21, 2020
- III. EXAMINATION OF CLAIMS** –September 18, 2020 for \$881,202.76
- IV. EXAMINATION OF PAYROLL REGISTERS**– September 25, 2020 for \$29,067.73
- 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 20-69: Approval of Agreement for Parking Control Equipment for the 4th Street Parking Garage
 - B. Resolution 20-70: Approval of Change Order #3 for the Construction of Winslow-Henderson Improvements
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, September 21, 2020, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <https://catstv.net/m.php?q=8726>

I. ROLL CALL

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

Commissioners Absent: None

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND; Matt Swinney, Program Manager, HAND

Others Present: Larry Allen, Attorney, City Legal Department; Kaisa Goodman, Special Projects Manager, Economic and Sustainable Development; Clark Greiner; Jennifer Pearl, BEDC; Alex Crowley, Director, Economic & Sustainable Development; Representatives from Axis

II. READING OF THE MINUTES – Eric Sandweiss moved to approve the August 31, 2020 minutes and the Executive Session Summary for August 31, 2020, via roll-call vote. Cindy Kinnarney seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIMS – Cindy Kinnarney moved to approve the September 4, 2020 claim register for \$469,760.38. David Walter seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – David Walter moved to approve the September 11, 2020 payroll register for \$29,067.77. Eric Sandweiss seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims was available to answer questions.

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

C. Treasurer's Report. Larry Allen was available to answer questions.

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

VI. NEW BUSINESS

A. Resolution 20-64: Endorsing the Feasibility Study for the Economic Development Agency (EDA) Grant Application to Construct a Tech Center in the Trades District. Alex Crowley said that the feasibility study and the comprehensive economic development strategy are documents required as part of the grant application. Jen Pearl gave an overview and description of the feasibility study and its role in the grant.

Eric Sandweiss asked if the appendices of the feasibility study will be added as a matter of record along with the executive summary. Crowley suggested that he could provide the documents as part of a follow-up set of documentation.

Cindy Kinnarney asked how the project will be governed long-term. Crowley said the building and the land will be owned by the RDC. A non-profit will be set-up to manage the day to day operations for the building and commercialization. The grant will be managed by the City.

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

David Walter moved to approve Resolution 20-64 via roll-call vote. Cindy Kinnarney seconded the motion. Don Griffin, Eric Sandweiss, and Nicholas Kappas voted yes. The motion passed unanimously.

- B. Resolution 20-65: Endorsing the Comprehensive Economic Development Strategy for the Economic Development Agency (EDA) Grant Application to Construct a Tech Center in the Trades District.** Crowley gave a brief overview of how the comprehensive economic development strategy (CEDS) plan will work, who will be involved in the plan, and the next steps.

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

Nicholas Kappas asked for the timeline of the grant application. Crowley said the application will be submitted this week. Kappas said he thought that the time he had for review of the document was not sufficient to thoroughly review the plan.

Cindy Kinnarney asked how many groups have had the opportunity to review and comment on the plan. Crowley said the document was circulated to a variety of players in the economic development space, both City and County. Their commentary was integrated into the document.

David Walter said he is in favor of this project.

Cindy Kinnarney moved to approve Resolution 20-65 via roll-call vote. Eric Sandweiss seconded the motion. Don Griffin, David Walter, and Nicholas Kappas voted yes. The motion passed unanimously.

- C. Resolution 20-66: Approval of Funding Match and use of Real Property for Economic Development Administration (EDA) CARES Act Grant to Construct a Trades District Tech Center in the Trades District.**

Axis Architecture gave a brief presentation on the proposed tech center and was available to answer questions.

David Walter moved to approve Resolution 20-66 via roll-call vote. Eric Sandweiss seconded the motion. Don Griffin, Cindy Kinnarney, and Nicholas Kappas voted yes. The motion passed unanimously.

- D. Resolution 20-67: Second Amendment to the Physical Improvement CDBG Agreement for Bloomington Housing Authority (BHA).** Matt Swinney stated the supplier of the raw materials needed for the project has not started to fill the order. The BHA has decided to go with a different system and supplier that has the materials in supply and readily available.

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

Nicholas Kappas moved to approve Resolution 20-67 via roll-call vote. Cindy Kinnarney seconded the motion. Don Griffin, David Walter, and Eric Sandweiss voted yes. The motion passed unanimously.

E. Resolution 20-68: Approving Roof Replacement for 627 N. Morton Street. Alex Crowley stated the building at 627 N. Morton Street has developed a leak in the roof, and upon inspection it was clear that an emergency total replacement of the roof is required. City staff have identified AMI Roofing, Contractors, Inc. as the contractor to perform the roof replacement for an amount not to exceed \$11,500.

Larry Allen stated anytime there is an emergency repair, staff is allowed to use the vendor that is available. Allen said staff did a quick cost estimate to make sure it was in line with a total roof replacement cost.

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

David Walter moved to approve 20-68 vial roll-call vote. Cindy Kinnarney seconded the motion. Nicholas Kappas, Eric Sandweiss, and Don Griffin voted yes. The motion passed unanimously.

F. BUSINESS/GENERAL DISCUSSION

G. ADJOURNMENT

Don Griffin, President

Cindy Kinnarney, Secretary

Date

20-69
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF AGREEMENT FOR PARKING CONTROL EQUIPMENT FOR THE
4TH STREET PARKING GARAGE**

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4th Street Garage and a Trades District Garage (“Project”); and
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”); and
- WHEREAS, Bloomington selected Evens Time, Inc. for its parking payment and control equipment and system through a competitive process for all of its parking garages; and
- WHEREAS, as part of the Project, it is necessary to procure payment and control systems, including the installation of hardware and software, for the Project (“Services”); and
- WHEREAS, to maintain consistency in throughout each of the parking garages, City staff have determined that it is in the best interest of the project to have Evens Time, Inc. provide the Services for both the 4th Street and Trades District Garages; and
- WHEREAS, City staff have negotiated an agreement for the Services with Evens Time, Inc. in an amount that shall not exceed Three Hundred Thirty-Five Thousand Three Hundred Seventy-Six Dollars and Thirty-two Cents (\$335,376.32), which is attached to this Resolution as Exhibit A; and
- WHEREAS, out of the total cost for the Services, \$219,990.54 shall be paid for from the bond account for the Trades District Garage, and \$115,385.78 shall be paid for from the bond account for the 4th Street Garage; and
- WHEREAS, there are sufficient funds in the 2019 TIF Bond accounts to pay for the Services pursuant to the terms of the Agreement for the Project; and
- WHEREAS, the City has brought the RDC Amended Project Review Forms for each garage (“Amended Forms”) which update the expected cost of the Project and are attached to this Resolution as Exhibit B and Exhibit C;

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

1. The Redevelopment Commission reaffirms its support for the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interest.
2. The RDC reaffirms that the Project has a valid public purpose and is an appropriate use of the Bonds.
3. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed Three Hundred Thirty-Five Thousand Three Hundred Seventy-Six Dollars and Thirty-two Cents (\$335,376.32) to pay for the Services for the new 4th Street and Trades District Parking Garages, pursuant to the terms of the Agreement.
4. The Payment authorized above may be made from the 2019 Bonds. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2021.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

REDEVELOPMENT COMMISSION

AND

EVENS TIME, INC.

FOR

PARKING GARAGE EQUIPMENT INSTALLATION IN THE 4th STREET AND TRADES DISTRICT PARKING GARAGES

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, and its Redevelopment Commission (collectively hereinafter "CITY"), and Evens Time, Inc. (hereinafter "CONTRACTOR");

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **the procurement and installation of parking equipment and software in the 4th Street and Trades District Parking Garages**, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per its Proposal; and

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

WHEREAS, CONTRACTOR was determined to have made a proposal that is most advantageous to the City for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement on or before August 1, 2021, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Three Hundred Thirty-Five Thousand Three Hundred Seventy-Six Dollars and Thirty-two Cents (\$335,376.32). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

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

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

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

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

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

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

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

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

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status.

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

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

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

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

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

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

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

5.12 Performance Bond and Payment Bond

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

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR’S Performance Bond.

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR’s Payment Bond.

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

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

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the CITY’s final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Evens Time, Inc.
Attn: Ryan Daily	Attn: Jonathan Evens
P.O. Box 100	2475 Directors Row, Suite C
Bloomington, Indiana 47402	Indianapolis, Indiana 46241

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 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 swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

5.20 Drug Testing Plan

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

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

DATE: _____

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

EVENS TIME, INC.

BY:

BY:

Donald Griffin, President

Contractor Representative

Cindy Kinnarney, Secretary

Printed Name

Philippa Guthrie, Corporation Counsel

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

Evens Time Inc.

FOR

**PARKING REVENUE AND CONTROL SYSTEM (PARCS) INSTALLATION IN
4th STREET AND TRADES DISTRICT PARKING GARAGES**

This project shall include, but is not limited to, the following SCOPE OF WORK. Evens Time Inc., shall provide all necessary labor and material to complete the following:

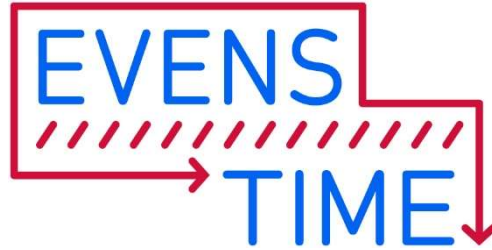
Details

- i. Contractor shall act as a General Contractor for the entire scope of work
- ii. Contractor shall make all necessary measurements for the entire scope of work
- iii. Contractor shall cooperate with the Construction Managers as Constructors (CMCs) to schedule work and to procure any necessary building and/or work permits for each project
- iv. Contractor shall not work past 9:00 PM on any day
- v. Contractor shall dispose of all waste material in a coded disposal facility
- vi. The facility manager will perform a walkthrough of the area with the Contractor to assure all details of the scope of work is complete

PROJECT DESCRIPTION AND DETAILS:

[See Attached Documents]

Quotation – 4th Street Garage



WBE Certified

2475 Directors Row Suite C
Indianapolis, IN 46241
(317) 358-1000
FAX: (317) 308-6608

Date: August 10, 2020
Salesperson: Trent Dungan
Quoted To: City of Bloomington
ATTN: Ryan Daily
Email: dailyr@bloomington.in.gov
Delivery: 12-16 Weeks.
Terms: Hardware costs due upon delivery, Installation costs Net 30 upon completion of installation.

Quotation valid for 60 days.

QTY	STOCK NUMBER	DESCRIPTION	ITEMS + CONFIGURATION, INSTALLATION & TRAINING
		Bloomington 4th Street Garage	-
		OPUS	-
		<u>Entry 1</u>	-
1	EXISTING	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	IN STORAGE
1	EXISTING	Barrier Arm Lights - LED strip red/green	IN STORAGE
2	ET-LOOP-0001	Standard Install LOOP (Wire and Sealant)	926.00
1	EXISTING	OPUS Entry Terminal, OPUS Color (RAL7022)	IN STORAGE
1	EXISTING	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	IN STORAGE
1	EXISTING	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	IN STORAGE
	Subtotal		926.00

		<u>Exit 1</u>	-
1	EXISTING	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	IN STORAGE
1	EXISTING	Barrier Arm Lights - LED strip red/green	IN STORAGE
2	ET-LOOP-0001	Standard Install LOOP (Wire and Sealant)	926.00
1	EXISTING	OPUSeries Credit Card Exit Terminal FlexScan Ready	IN STORAGE
1	EXISTING	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	IN STORAGE
1	EXISTING	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	IN STORAGE
	Subtotal	926.00	-
		<u>Exit 2</u>	-
1	EXISTING	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	IN STORAGE
1	EXISTING	Barrier Arm Lights - LED strip red/green	IN STORAGE
2	ET-LOOP-0001	Standard Install LOOP (Wire and Sealant)	926.00
1	EXISTING	OPUSeries Credit Card Exit Terminal FlexScan Ready	IN STORAGE
1	EXISTING	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	IN STORAGE
1	EXISTING	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	IN STORAGE
	Subtotal	926.00	-
		<u>Pay-On-Foot</u>	-
1	EXISTING	OPUSeries Pay-In-Lane Station, BNR Model, FlexScan Ready, Lost Ticket, U.S., Accepts Credit Cards & Notes	IN STORAGE
1	EXISTING	Prox Reader Kit for OPUS-7000/AMG-6700 Series	IN STORAGE
1	EXISTING	FlexScan Barcode Imager Kit for OPUS-7000/AMG-6700 Series	IN STORAGE
1	EXISTING	2 Coin Hoppers U.S. (\$.25/\$1)	IN STORAGE
	Subtotal	-	-
		<u>Entry 2</u>	-
1	PARKING PRO-RCB1210.	Magnetic Parking Pro - MHTM drive, Varioboom breakaway 12ft	4,139.00
1	LEDS13C.	Barrier Arm Lights - LED strip red/green	1,051.00
2	ET-LOOP-0001	Standard Install LOOP (Wire and Sealant)	926.00
1	O-2000/ES1-0000.	OPUS Entry Terminal, OPUS Color (RAL7022)	11,455.00
1	O-0120/000-0*00.	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	643.00
1	O-0120/000-1000.	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	951.00
	Subtotal	19,165.00	-

		<u>Pay-On-Foot</u>	-
1	O-7700/ES1-0001-A10.	OPUSeries Pay-In-Lane Station, BNR Model, FlexScan Ready, Lost Ticket, U.S., Accepts Credit Cards & Notes	36,994.00
1	O-0170/000-0*00.	Prox Reader Kit for OPUS-7000/AMG-6700 Series	643.00
1	O-0170/000-1000-000.	FlexScan Barcode Imager Kit for OPUS-7000/AMG-6700 Series	951.00
1	O-0170/000-0000-00C.	2 Coin Hoppers U.S. (\$.25/\$1)	1,767.00
	Subtotal	40,355.00	-
		<u>PARKER Intercom System</u>	-
4	05-820	Video Processor For Integration with OPUS 2000/4000 terminals	25,468.00
2	05-821	Video Processor For Integration with OPUS 7000 terminals	12,734.00
6	LABOR	Labor to Install PARKER integrated intercoms	2,100.00
	Subtotal	40,302.00	-
		<u>SOFTWARE</u>	-
1	EXISTING	Amano iParcProfessional Build 19 Software	EXISTING
1	LABOR	Labor to configure Software	3,360.00
1	APS7050.	Count Monitor Reconfiguration	2,947.00
1	O-0100/CONFIG.	IO100 Configuration File	813.00
1	PSS-3C.	Credit Card Reconfiguration	2,060.00
	Subtotal	9,180.00	-
		<u>Miscellaneous</u>	-
1	EXCLUDED	Concrete, Conduit, Cable, Network, Internet & Electrical	EXCLUDED
1	MISC	Miscellaneous Supplies and Devices	700.00
6	TRIP	Trip/OOT	1,080.00
	Subtotal	1,780.00	-
		TOTAL OF ORDER	113,560.00
		TAXES	EXEMPT
		EST. SHIPPING	1,825.78
		GRAND TOTAL	115,385.78

PARKER Intercom System Annual Fees:

QTY	STOCK NUMBER	DESCRIPTION	ITEMS + CONFIGURATION, INSTALLATION & TRAINING
		Bloomington 4th Street Garage	-
		PARKER Intercom System	-
		<i>Annual Fee Yr 1</i>	-
2	PKR_ENT	Parker Entry Terminal Intercom Services Fee	6,694.00
2	PKR_EXT	Parker Exit Terminal Intercom Services Fee	9,852.00
2	PKR_POF	Parker POF Terminal Intercom Services Fee	9,852.00
	Subtotal	26,398.00	-
		*Fees increase 2.5% each year	-
		ANNUAL TOTAL	26,398.00

***Above pricing does not include conduit, electrical, networking, concrete work.**

Scope by ET:

- Transport and mount all equipment
- Sawcut and seal all loops (if applicable)
- Configure system
- Configure readers
- Terminate all lane equipment and loops
- Terminate 120VAC 20 AMP circuits to gates/ PARCS Equipment
- Provide drawings for civil work (if applicable)
- No PE stamped drawings
- Maintain safety certification
- No PLA or prevailing wage quoted
- No OCIP or CCIP quoted
- No onsite OSHA 30 safety provided

Scope by Others:

- Provide all concrete work
- Provide all low voltage or fiber runs
- Provide all electrical circuits
- Provide hookup at panel (electric)
- Provide all conduit

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless acknowledged in writing. All quotations and agreements are firm except in the event of strikes, accidents, fires, availability of materials and all other causes beyond our control.

THEORY: Evens Time will install and configure the new hardware as shown above, existing hardware installation will be billed through exiting contract labor which is on hold.

Typographical and stenographic errors are subject to correction.

During the term of this Agreement and for a period of six (6) months thereafter, it is understood that neither party will solicit, entice, hire, employ, or seek to employ any employee or partner of the other party without express written consent by such other party. Any violation of this paragraph will be considered a material breach of this Agreement.

LIMITATION OF LIABILITY: Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Evens Time Inc honors those warranties (one year) regarding this product(s). Evens Time Inc makes no warranties of merchantability and fitness for a particular purpose. In no event will Evens Time Inc be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

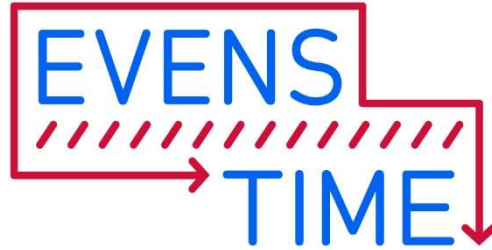
Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on the Purchaser's formal order will not be binding on the Seller.

[] Yes, we would like to purchase the quoted items.

Purchase Order Number: _____ Date: _____

Purchaser's Authorized Signature _____

Quotation – Trades District Garage



WBE Certified

2475 Directors Row Suite C
Indianapolis, IN 46241
(317) 358-1000
FAX: (317) 308-6608

Date: August 10, 2020
Salesperson: Trent Dungan
Quoted To: City of Bloomington
ATTN: Ryan Daily
Email: dailyr@bloomington.in.gov
Delivery: 12-16 Weeks.
Terms: Hardware costs due upon delivery, Installation costs Net 30 upon completion of installation.

Quotation valid for 60 days.

QTY	STOCK NUMBER	DESCRIPTION	ITEMS + CONFIGURATION, INSTALLATION & TRAINING
		Bloomington Trades District Garage	-
		OPUS	-
		<u>Entry 1</u>	-
1	PARKING PRO-RCB1210.	Magnetic Parking Pro - MHTM drive, Varioboam breakaway 12ft	4,139.00
1	LEDS13C.	Barrier Arm Lights - LED strip red/green	1,051.00
2	ET-LOOP-0001	Standard Install LOOP (Wire and Sealant)	926.00
1	O-2000/ES1-0000.	OPUS Entry Terminal, OPUS Color (RAL7022)	11,455.00
1	O-0120/000-0*00.	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	643.00
1	O-0120/000-1000.	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	951.00
	Subtotal		19,165.00

		<u>Entry 2</u>	-
1	PARKING PRO-RCB1210.	Magnetic Parking Pro - MHTM drive, Varioboombreakaway 12ft	4,139.00
1	LEDS13C.	Barrier Arm Lights - LED strip red/green	1,051.00
2	ET-LOOP-0001	Standard Install LOOP (Wire and Sealant)	926.00
1	O-2000/ES1-0000.	OPUS Entry Terminal, OPUS Color (RAL7022)	11,455.00
1	O-0120/000-0*00.	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	643.00
1	O-0120/000-1000.	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	951.00
	Subtotal	19,165.00	-
		<u>Exit 1</u>	-
1	PARKING PRO-RCB1210.	Magnetic Parking Pro - MHTM drive, Varioboombreakaway 12ft	4,139.00
1	LEDS13C.	Barrier Arm Lights - LED strip red/green	1,051.00
2	ET-LOOP-0001	Standard Install LOOP (Wire and Sealant)	926.00
1	O-4700/ES1-0001.	OPUSeries Credit Card Exit Terminal, OPUS Color (RAL7022)	12,994.00
1	O-0120/000-0*00.	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	643.00
1	O-0120/000-1000.	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	951.00
	Subtotal	20,704.00	-
		<u>Exit 1</u>	-
1	PARKING PRO-RCB1210.	Magnetic Parking Pro - MHTM drive, Varioboombreakaway 12ft	4,139.00
1	LEDS13C.	Barrier Arm Lights - LED strip red/green	1,051.00
2	ET-LOOP-0001	Standard Install LOOP (Wire and Sealant)	926.00
1	O-4700/ES1-0001.	OPUSeries Credit Card Exit Terminal, OPUS Color (RAL7022)	12,994.00
1	O-0120/000-0*00.	Proximity Reader Kit ASR-610/16101 for OPUS-2000/4000 Series	643.00
1	O-0120/000-1000.	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series	951.00
	Subtotal	20,704.00	-
		<u>Pay-On-Foot</u>	-
1	O-7700/ES1-0001-A10.	OPUSeries Pay-In-Lane Station, BNR Model, FlexScan Ready, Lost Ticket, U.S., Accepts Credit Cards & Notes	36,994.00
1	O-0170/000-0*00.	Prox Reader Kit for OPUS-7000/AMG-6700 Series	643.00
1	O-0170/000-1000-000.	FlexScan Barcode Imager Kit for OPUS-7000/AMG-6700 Series	951.00
1	O-0170/000-0000-00C.	2 Coin Hoppers U.S. (\$.25/\$1)	1,767.00
	Subtotal	40,355.00	-

		<u>PARKER Intercom System</u>	-
4	05-820	Video Processor For Integration with OPUS 2000/4000 terminals	25,468.00
1	05-821	Video Processor For Integration with OPUS 7000 terminals	6,367.00
5	LABOR	Labor to Install PARKER integrated intercoms	1,750.00
	Subtotal	33,585.00	-
		<u>SOFTWARE</u>	-
1	EXISTING	Amano iParcProfessional Build 19 Software	EXISTING
1	LABOR	Labor to configure Software	3,360.00
1	APS7050.	Count Monitor Reconfiguration	2,947.00
1	O-0100/CONFIG.	IO100 Configuration File	813.00
1	PSS-3C.	Credit Card Reconfiguration	2,060.00
	Subtotal	9,180.00	-
		<u>Miscellaneous</u>	-
1	EXCLUDED	Concrete, Conduit, Cable, Network, Internet & Electrical	EXCLUDED
1	MISC	Miscellaneous Supplies and Devices	700.00
6	TRIP	Trip/OOT	1,080.00
	Subtotal	1,780.00	-
		TOTAL OF ORDER	164,638.00
		TAXES	EXEMPT
		EST. SHIPPING	2,650.50
		GRAND TOTAL	167,288.50

PARKER Intercom System Annual Fees:

QTY	STOCK NUMBER	DESCRIPTION	ITEMS + CONFIGURATION, INSTALLATION & TRAINING
		Bloomington 4th Street Garage	-
		PARKER Intercom System	-
		<u>Annual Fee Yr 1</u>	-
2	PKR_ENT	Parker Entry Terminal Intercom Services Fee	6,694.00
2	PKR_EXT	Parker Exit Terminal Intercom Services Fee	9,852.00
1	PKR_POF	Parker POF Terminal Intercom Services Fee	4,926.00
	Subtotal	21,472.00	-
		*Fees increase 2.5% each year	-
		ANNUAL TOTAL	21,472.00

OPTIONAL - Additonal Pay-On-Foot (POF)

QTY	STOCK NUMBER	DESCRIPTION	ITEMS + CONFIGURATION, INSTALLATION & TRAINING
		Bloomington Trades District Garage	-
		OPUS	-
		<u>Pay-On-Foot</u>	-
1	O-7700/ES1-0001-A10.	OPUSeries Pay-In-Lane Station, BNR Model, FlexScan Ready, Lost Ticket, U.S., Accepts Credit Cards & Notes	36,994.00
1	O-0170/000-0*00.	Prox Reader Kit for OPUS-7000/AMG-6700 Series	643.00
1	O-0170/000-1000-000.	FlexScan Barcode Imager Kit for OPUS-7000/AMG-6700 Series	951.00
1	O-0170/000-0000-00C.	2 Coin Hoppers U.S. (\$.25/\$1)	1,767.00
	Subtotal	40,355.00	-
		<u>PARKER Intercom System</u>	-
1	05-821	Video Processor For Integration with OPUS 7000 terminals	6,367.00
1	LABOR	Labor to Install PARKER integrated intercoms	350.00
	Subtotal	6,717.00	-
		<u>Annual Fee Yr 1</u>	-
1	PKR_POF	Parker POF Terminal Intercom Services Fee	4,926.00
		*Annual Fees increase 2.5% each year	-
	Subtotal	4,926.00	-
		TOTAL OF ORDER	51,998.00
		TAXES	EXEMPT
		EST. SHIPPING	704.04
		GRAND TOTAL	52,702.04

***Above pricing does not include conduit, electrical, networking, concrete work.**

Scope by ET:

- Transport and mount all equipment
- Sawcut and seal all loops (if applicable)
- Configure system
- Configure readers
- Terminate all lane equipment and loops
- Terminate 120VAC 20 AMP circuits to gates/ PARCS Equipment
- Provide drawings for civil work (if applicable)
- No PE stamped drawings
- Maintain safety certification

- No PLA or prevailing wage quoted
- No OCIP or CCIP quoted
- No onsite OSHA 30 safety provided

Scope by Others:

- Provide all concrete work
- Provide all low voltage or fiber runs
- Provide all electrical circuits
- Provide hookup at panel (electric)
- Provide all conduit

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless acknowledged in writing. All quotations and agreements are firm except in the event of strikes, accidents, fires, availability of materials and all other causes beyond our control.

THEORY: Evens Time will install and configure the new hardware as shown above.

Typographical and stenographic errors are subject to correction.

During the term of this Agreement and for a period of six (6) months thereafter, it is understood that neither party will solicit, entice, hire, employ, or seek to employ any employee or partner of the other party without express written consent by such other party. Any violation of this paragraph will be considered a material breach of this Agreement.

LIMITATION OF LIABILITY: Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Evens Time Inc honors those warranties (one year) regarding this product(s). Evens Time Inc makes no warranties of merchantability and fitness for a particular purpose. In no event will Evens Time Inc be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on the Purchaser's formal order will not be binding on the Seller.

[] Yes, we would like to purchase the quoted items.

Purchase Order Number: _____ Date: _____

Purchaser's Authorized Signature _____

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

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

Method of Compliance (Specify) _____

Signature

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

Commission Number

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Trades District Garage

Project Manager(s): Josh Scism, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley

Project Description:

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the Trades District Garage.

The Trades District Garage includes up to 300 parking spaces. The City and the RDC reiterates its commitment to building a garage within the Trades District includes the following sustainability features:

- A structure that allows at least two (2) of the floors to be converted into office, retail, or living space should downtown needs change over the life of the garage;
- At least six (6) electric vehicle charging stations in an area of priority parking with a design (conduit provided throughout the facility) that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Preference for locating the garage on city-owned property;
- Solar panels that will cover the electric needs of the facility;
- Bicycle parking for a minimum of thirty (30) bikes, ten (10) of which spots will be bike lockers. The lockers may be located either inside or outside, or both, as the design determines.
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- Parksmart Sustainability Certification with the goal of achieving silver depending on ultimate garage design;
- One (1) public restroom;
- A maintenance and caretaking plan for the life of the garage; and

- The design will include public art and should be an architecturally significant design that would enhance and highlight the Trades District.

Project Timeline: Start Date: 2019
End Date: 2020

Financial Information:

Estimated full cost of project:	\$ 12,785,784.50
Sources of funds:	2018-19 Revenue Bonds; 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	\$29,000	March 2019 – Summer 2020
2 Construction Manager Contract	\$20,000	April 2019 – Summer 2020
3 Construction	\$12,516,794.00	Summer 2019- Summer 2020
3a Parking Equipment Installation	\$219,990.54	Fall 2020- Spring 2021
4 Public Art	\$	End of 2019- Summer 2026

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 18-67: Approval of Project Review Form
 18-76: Approval of Amended Project Review Form
 18-81: Approval of Amended Project Review Form
 19-17: Approval of Amended Project Review Form
 19-23: Approval of Design Contract with CSO
 19-32: Approval of CMc Contract
 19-105: Guaranteed Maximum Price Amendment
 20-69: Agreement for Parking Control Equipment Installation

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: 4th Street Parking Garage

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

Project Description:

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

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

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

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

Financial Information:

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

Project Phases:

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract		
1a. Demolition Design	\$ 36,000	2019
1b. Construction Design	\$ 675,100	2019-20
1c. Site Investigation/Study Allowances	\$23,500	2019
1d. Parksmart Fees	\$8,000	2020-21
1e. Utility Locates Allowance	\$14,000	2019-20
1f. Reimbursable Allowance	\$11,250	2019-21
1g. Alternates – Signage and Solar	\$23,000	2020
2 Construction Manager Contract	\$20,000 + 2.25%	2019 – 2020
3 Demolition of Old Fourth Street Garage	\$1,482,393	Summer - Fall 2019
4 Construction	\$15,897,585	Nov. 2019 – Dec. 2021
4a. Foundation and Site Conditions	\$1,231,690	Nov. 2019 – Spring 2020
4b. Piers, Hardscape, Utilities, Elevators	\$1,557,166	June 2020 –Dec. 2021
4c. Construction	\$13,108,729	July 2020 –Dec. 2021
4d. Parking Equipment Installation	\$115,385.78	2021
5 Public Art	\$385,000	Fall 2019 - 2020
6 Contingency	\$ TBD	Fall 2019 – 2020
7 Utility Relocation	\$63,830.36	Fall 2019
8 Attorneys Fees	\$62,250	2020

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 18-68 – Approval of Initial Resolution for Garage Bonds
 19-26 – Project Review and Approval Form
 19-33 – Addendum to CSO Architects Contract
 19-58 – Approval of Amendment Project Review and Approval Form
 19-59 – Second Addendum to CSO Contract - Construction Design
 19-66 – Approval of Funding for AT&T Relocation Services
 19-67 – Approval of Demolition Guaranteed Maximum Price
 19-97 – Approval of Pier and Site Conditions Guaranteed Maximum Price
 20-31 – Approval of Third Guaranteed Maximum Price
 20-39 – Approval of Fourth Guaranteed Maximum Price
 20-40 – Public Art Agreement with Project One Studio
 20-41 – Approval of Payment of Legal Fees
20-69 – Agreement for Parking Control Equipment Installation

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

20-70
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**APPROVAL OF CHANGE ORDER #3 FOR THE CONSTRUCTION OF
WINSLOW/HENDERSON IMPROVEMENTS**

- WHEREAS, pursuant to Indiana Code § 36-7-14, et seq., the Redevelopment Commission of the City of Bloomington (“RDC”) the City of Bloomington Common Council created the Thomson/Walnut Winslow economic development area (“Thomson TIF”), which was later consolidated into the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for the purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to reimburse the City for expenditures made for local public improvements that are physically located or connected to the Consolidated TIF; and
- WHEREAS, in Resolution 16-06, the RDC approved a Project Review and Approval Form (“Form”) to support a project that would construct a new multiuse path on East Winslow Road between South Walnut Street and South Henderson Street, a new multiuse path on South Henderson Street between East Winslow Road and 2440 South Henderson Street, and intersection improvements at East Winslow Road and South Walnut Street Pike (“Project”); and
- WHEREAS, in Resolutions 17-98 and 19-25, the RDC approved reimbursement for right-of-way acquisitions; and
- WHEREAS, in Resolution 19-57, the RDC approved the construction Agreement for the Project with Conexco, Inc. (“Conexco”) and approved Change Orders 1 and 2 in Resolutions 20-22 and 20-32, which brought the total Agreement amount to \$555,217.00; and
- WHEREAS, the City now seeks approval for Change Order #3 for the additional cost of additional materials, concrete, and improvements (“Additional Services”), which is attached to this Resolution as Exhibit A.
- WHEREAS, Change Order #3 is for an additional amount not to exceed Twenty-Seven Thousand Seven Hundred Seventy-Seven Dollars (\$27,777.00), which would bring the total cost of the project to Five Hundred Eighty-Two Thousand Nine Hundred Ninety-Four Dollars and Fifty Cents (\$582,994.50); and
- WHEREAS, Change Order #3 was approved by the Board of Public Works on September 29, 2020; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to reimburse the construction costs; and
- WHEREAS, an Amended Project Review and Approval Form (“Amended Form”) is attached to this Resolution as Exhibit B;

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail in the Amended Form, and the RDC finds that the Construction of the Project serves the public's best interests.
2. The RDC hereby approves Change Order #2, including the payment for the Additional Services in an amount not to exceed Twenty-Seven Thousand Seven Hundred Seventy-Seven Dollars (\$27,777.00). The total funding for this Project is amended in an amount not to exceed Five Hundred Eighty-Two Thousand Nine Hundred Ninety-Four Dollars and Fifty Cents (\$582,994.50).
3. The payment authorized by this resolution may be made from the Consolidated TIF (Fund 439-15-159001-53990). The payment(s) should be paid pursuant to the terms of the Agreement with Conexco. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. The funding authorization contained in the paragraph shall terminate on December 31, 2020, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

CHANGE ORDER



Project Name:	Change Order Number:	3	Requested By:	<input checked="checked" type="checkbox"/>
Winslow-Henderson Path Project	Date of Change Order:	Friday, September 11, 2020	Owner	<input type="checkbox"/>
Contractor:	Engineer's Project #:		Engineer	<input type="checkbox"/>
Conexco, Inc.	NTP Date:	Tuesday, August 20, 2019	Contractor	<input type="checkbox"/>
3606 North State Road 59	Allowable Calendar Days	120 (includes holiday's)	Field	<input type="checkbox"/>
Brazil, Indiana 47834	Original Completion Date	Wednesday, December 18, 2019	Other	<input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price		Item Total
1	Modify Strain Pole Concrete Base		/	Lump Sum	1,670.00
2	Additional Rebar and Waterstop for Wall		/	Lump Sum	340.60
3	Sidewalk, Concrete	183	\$51.60 /	SYS	9,442.80
4	Curb, Concrete, Modified	156	\$32.40 /	LFT	5,054.40
5	Combined, Curb & Gutter, Concrete	193	\$32.40 /	LFT	6,253.20
6	Erosion Control Blanket	1,100	\$4.80 /	SYS	5,280.00
7	Inlet, Type C-15	1	\$3,000.00 /	Each	3,000.00
8	Pedestrian Push Button & Sign, APS	6	\$1,800.00 /	Each	10,800.00
9	Concrete Stairs	6.4	\$960.00 /	SYS	(6,144.00)
10	Pedestrian Handrail	16.5	\$480.00 /	LFT	(7,920.00)

The original Contract Sum:	\$528,439.00
The net change by previously authorized Change Orders:	\$26,778.50
The Contract Sum prior to this Change Order was:	\$555,217.50
The Contract Sum will be changed by this Change Order in the amount of:	\$27,777.00
 The new Contract Sum including this Change Order will be:	 \$582,994.50
The Contract Time will be changed by:	0 Calendar Day(s)
The date of Substantial Completion as of the date of this Change Order therefore is:	Wednesday, December 18, 2019

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<u>Planning & Transportation</u> ENGINEER	<u>Conexco, Inc.</u> CONTRACTOR	<u>Board of Public Works</u> OWNER
<u>401 North Morton Street</u> ADDRESS	<u>3606 North State Road 59</u> <u>Brazil, Indiana 47834</u> ADDRESS	<u>401 North Morton Street</u> ADDRESS
<u>Neil Kopper</u> TYPED / PRINTED NAME	 TYPED / PRINTED NAME	<u>Kyla Cox Deckard</u> TYPED / PRINTED NAME
 SIGNATURE	 SIGNATURE	 SIGNATURE

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: Winslow & Henderson Multiuse Path and Intersection Improvements

Project Manager: Neil Kopper/Matt Smethurst

Project Description:

This project will construct a new multiuse path on East Winslow Road between South Walnut Street and South Henderson Street, a new multiuse path on South Henderson Street between East Winslow Road and 2440 South Henderson Street, and intersection improvements for East Winslow Road at South Walnut Street Pike. A map depicting the location of this project is attached. This project may also include short sidewalk sections to connect to adjacent facilities.

The bicycle and pedestrian facilities included in this project will provide numerous connections between residents, businesses, transit routes, and other existing transportation infrastructure. The intersection improvements are proposed in order to enhance safety at a location that has experienced 18 right angle crashes within a 5 year period.

Furthermore, this project will support an application for Low Income Housing Tax Credits by demonstrating a public infrastructure commitment within 0.25 miles of the housing site. The Low Income Housing Tax Credits would be used to construct Crawford Apartments II, which would be adjacent to the proposed multiuse path on South Henderson Street.

The project is expected to take three steps. First, the proposed improvements will be analyzed and designed. Second, any necessary right of way will be purchased. Third, the improvements will be constructed.

There is some sidewalk infrastructure currently in place along East Winslow Road and South Henderson Road. It is expected that this existing sidewalk infrastructure will be completely removed and that the new multiuse paths will be constructed in its place. Accordingly, this project is more akin to new construction than the improvement of existing infrastructure.

To the extent this is an improvement of existing infrastructure (for instance, the intersection improvements for East Winslow Road and South Walnut Street Pike), it satisfies all four factors of the TIF Test.

1. It is substantial work that involves the addition of new parts.
2. The improved intersections should have increased value, as it will be safer.
3. The improved intersections should perform equally well as a newly constructed intersection.
4. These improvements are not part of the normal life cycle of the intersection.

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

Project Timeline:

Start Date: March 2016
 End Date: December 2020

Financial Information:

Estimated full cost of project:	\$863,717.50 \$891,494.50
Sources of funds:	
Consolidated TIF	\$863,717.50 \$891,494.50

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

Step	Description	Estimated Cost	Timeline
1	Preliminary Engineering	\$132,000.00	March 2016 – December 2020 ¹
2	Right of Way Acquisition	\$176,500.00	March 2017 to December 2019
3	Construction – Conexco, Inc.	\$555,217.50 \$582,994.50	March 2017 – December 2020

¹ This will extend through the construction phase to ensure engineering services are available throughout the construction process.

Redevelopment Commission Resolution 20-70
Exhibit B

3a	Change Order #1	\$9,681.00	Completed
3b	Change Order #2	\$17,097.50	Completed
3c	Change Order #3	\$27,777.00	Completed

TIF District: Consolidated TIF (Walnut-Winslow)

Resolution History: 16-06 Approval of Original Project Review and Approval Form
16-18 Preliminary Engineering Contract Approval
17-17 Amendment of Project Review and Approval Form
17-98 Reimbursement of Right of Way Acquisition
19-25 Reimbursement of Right of Way Acquisition
19-57 Approval of Funding for Construction
20-22 Approval of Change Order #1
20-32 Approval of Change Order #2
20-70 Approval of Change Order #3

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____