

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**December 21, 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/95722766364?pwd=Z3NUYVJKRlhyaWFDQmpBWUZqT0dqZz09>  
Meeting ID: 957 2276 6364 - Passcode: 086589*

- I. ROLL CALL**
- II. READING OF THE MINUTES** –December 7, 2020 and Executive Summary for December 7, 2020
- III. EXAMINATION OF CLAIMS** –December 11, 2020 for \$1,426,325.14
- IV. EXAMINATION OF PAYROLL REGISTERS**–December 4, 2020 for \$34,037.16
- 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 20-95: Agreement with SB Friedman Development Associates for Strategic and Financial Services for the Redevelopment of the Old IU Health-Bloomington Hospital Site
  - B. Resolution 20-96: Agreement with CORE Planning Strategies for Project Management Services for the Redevelopment Management Services for the Redevelopment of the Old IU Health-Bloomington Hospital Site
  - C. Resolution 20-97: Approval of Change Order for West 17<sup>th</sup> Street Reconstruction Project
  - D. Resolution 20-98: Approval of Construction Agreement Funding for Traffic Signal Replacement at 3<sup>rd</sup> Street and Indiana Avenue
- 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, December 7, 2020, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <https://catstv.net/m.php?q=9024>***

**I. ROLL CALL**

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

Commissioners Absent: None

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

Others Present: Mick Renneisen, Deputy Mayor; Mary Catherine Carmichael, Director of Community Engagement, Office of the Mayor (OOTM); Kelly Boatman, Core Projective; Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic & Sustainable Development; Josh Scism, Senior Project Manager, CORE Planning Strategies; Dave Askins, B Square Beacon; Jen Pearl, President, BEDC; Richard Lewis, Citizen.

- II. READING OF THE MINUTES** – Eric Sandweiss moved to approve the November 16, 2020, minutes. David Walter seconded the motion. The motion passed unanimously.
- III. EXAMINATION OF CLAIMS** – David Walter moved to approve the November 25, 2020, claim register for \$376,609.06. David Walter seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Cindy Kinnarney moved to approve the November 20, 2020, payroll register for \$34,083.31. 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 stated prior to this meeting, at 4:15 p.m., the RDC met in an executive session to discuss real property transactions pursuant to Indiana Code 5-14-1.5-6.1.
  - C.** Treasurer’s Report. Jeff Underwood was available to answer questions.
  - D.** Business Development Updates: Alex Crowley was available to answer questions.
- VI. OLD BUSINESS**
- A.** Resolution 20-84: Approval of Funding Agreement Amendment for LifeDesigns. The commissioners had questions at the previous meeting regarding the installation of tankless water heaters. HAND staff sent a questionnaire to LifeDesigns to address the questions. The questions and answers were sent to the commissioners via email in advance of tonight’s meeting. The questions and answers will be attached to the minutes.

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

David Walter moved to approve Resolution 20-84 via roll-call vote. Eric Sandweiss seconded the motion. The motion passed unanimously.

## VII.

### NEW BUSINESS

- A.** Resolution 20-89: Approval of Project Review and Approval Form Regarding Financial Analysis and Redevelopment Strategy for the IU Health Bloomington Hospital Site at 2<sup>nd</sup> and Rogers Street. Jeff Underwood explained this is the first phase of this project. It will involve performing a financial analysis of the properties included in the Hospital Site at 2<sup>nd</sup> and Rogers, convening stakeholders, assessing the land's residual value, estimating stabilized assessment, preparing a cash-flow analysis, preparing strategy for partnerships and conveyance, and briefing final findings. The City may engage in the future for additional phases, including implementation of the redevelopment strategy.

This resolution seeks the support to engage SB Friedman for strategy and financial analysis related to the redevelopment of the IU Health Bloomington Hospital site at 2<sup>nd</sup> and Rogers. The amount of the contract will be \$38,760 with a \$650 allowance for reimbursable expenses, for a total of \$39,410. The expenditure of funds is not approved by this Resolution.

Lance Dorn, SB Friedman explained the proposed scope of services and timelines.

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

Cindy Kinnarney moved to approve Resolution 20-89 via roll-call vote. Eric Sandweiss seconded the motion. The motion passed unanimously.

- B.** Resolution 20-90: Approval of Project Review and Approval Form Regarding Project Management for the IU Hospital Site at 2<sup>nd</sup> and Rogers Street. Jeff Underwood stated that Kelly Boatman, Core Projective, is the current project manager for this project. Unfortunately, Kelly is moving to Michigan and will no longer be able to manage the project. Staff would like to engage CORE Planning Strategies to assist the City in managing the redevelopment of the IU Health Bloomington Hospital site at 2<sup>nd</sup> and Rogers. The amount of the contract is \$112,342, plus a \$5,000 allowance for reimbursable expenses. The contract will be valid until the end of 2021.

The expenditure of funds is not approved by this resolution. Funding will be approved at a later date when the Project Manager brings a contract or contracts that have been prepared after complying with the appropriate city procurement process for the project.

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

David Walter moved to approve Resolution 20-90 via roll-call vote. Eric Sandweiss seconded the motion. The motion passed unanimously.

- C.** Resolution 20-91: Recommendation to Keep the Kohr Administration Building on the Old IU Health Bloomington Hospital Site. Mick Renneisen stated the agreement we have with IU Health requires us to provide them a decision on two of the assets we were allowed to consider keeping. The RDC already approved to keep the parking structure. Renneisen said that the City's recommendation is to keep the Kohr Building. Kelly Boatman gave a presentation to explain the City's recommendation. Alex Crowley, Mick Renneisen, and Philippa Guthrie also assisted with the presentation. The presentation slides will be attached to the minutes.

Don Griffin asked for public comment.

Richard Lewis is a member of the Prospect Hill neighborhood. He thanked the City and staff for exploring the options to reuse the Kohr Building.

Jen Pearl, President, BEDC stated the construction of the building has thick concrete walls which makes it difficult to move walls and adapt internally. She asked someone to comment on how that would factor into plans for the building.

David Walter said the City website has a study that was done by RC Engineers that addresses the building envelope as well as structure. He said it is a very good study with outlying costs.

Eric Sandweiss moved to approve Resolution 20-91 via roll-call. David Walter seconded the motion. The motion passed unanimously.

- D.** Resolution 20-92: Approval of Lease Offering Sheets for 4<sup>th</sup> Street Garage and Trades District Garage Commercial/Office Space. Larry Allen said this is the statutory step that is necessary in order for the RDC to be able to offer a property potentially for lease. He said we have developed potential commercial and office space inside the 4<sup>th</sup> Street and Trades District garage. Allen said the offering sheets will be published and offers will be open until February 1, 2021. Any offers received will be opened at the February 1, 2021, RDC meeting. The offers must meet the price on the offering sheet otherwise they will have to be held for 30 days before negotiations can begin.

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

Citizen Question from Dave Askins, B-Square Beacon: Does the City's Parking Division have to put in a bid for 4<sup>th</sup> Street Parking Space. Larry Allen replied, no. Using the space, at least in part, for public offices was always contemplated as part of the project.

David Walter moved to approve Resolution 20-92 via roll-call vote. Cindy Kinnarney seconded the motion. The motion passed unanimously.

- E.** Resolution 20-93: Approval of Addendum to Agreement with BCA Environmental Consultants, LLC for a Phase II Environmental Site Assessment on 413 West 2<sup>nd</sup> Street. Alex Crowley stated BCA Environmental Consultants performed a Phase I environmental analysis on 413 West 2<sup>nd</sup> Street. BCA has recommended further due diligence in the performance of a Phase II Environmental site assessment. Crowley said staff supports the recommendation for a Phase II environmental site assessment in order to understand exactly what environmental impacts we will be dealing with on the lot. City staff has negotiated a second addendum to the agreement with BCA, for the Phase II in an amount not to exceed \$26,094.00

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

Cindy Kinnarney moved to approve Resolution 20-93 via roll-call vote. David Walter seconded the motion. The motion passed unanimously.

- F.** Resolution 20-94: Amendment to Lease Agreement with Grant Properties at 216 S. College Avenue. Larry Allen stated as part of the purchase, the RDC assumed leases that were part of 216 S. College Avenue, which included a lease with Grant Properties. This amendment updates the entity name to Grant Management LLC from Douglas M. McCoy d/b/a Grant Properties.

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

Eric Sandweiss moved to approve Resolution 20-94 via roll-call vote. Cindy Kinnarney seconded the motion. The motion passed unanimously.

**G. BUSINESS/GENERAL DISCUSSION**

**H. ADJOURNMENT**

\_\_\_\_\_  
Don Griffin, President

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

\_\_\_\_\_  
Date

## EXECUTIVE SESSION

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, December 7, 2020, at 4:15 p.m. via ZOOM.

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

Commissioners Absent: None.

Staff Present: Doris Sims, HAND Director, Christina Finley, HAND, Larry Allen, Assistant City Attorney, City Legal Department; Jeff Underwood, Controller; and Alex Crowley, Director, Economic and Sustainable Development.

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 4:45 p.m.

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Donald Griffin, President

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Cindy Kinnarney, Secretary

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Date

LifeDesigns tankless water heaters Q&A.

Can you provide us with information and pictures of the current water heaters that you are looking to replace, especially since they have only lasted 8 years. Can you explain also why you feel there is not room to install a regular water heater vs. the tankless ones you are requesting.

Highland was built with only enough room to install tankless water heaters. That was part of the planning process when Highland was conceived. There are three of them and they are in small closets on the first floor.

Can you get a quote on the cost of regular water heaters vs. tankless as the Commission requested.

**The cost of replacing the three tankless water heaters with three 50-gallon tank water heaters would be \$9,600.00** and the home would need several things done to accomplish that including: 1) Remove and dispose of old heaters; 2) Install new flue for three 50-gallon water heaters; 3) Make necessary plumbing and gas line modifications. Finally, that price does not include structural upgrades to mechanical rooms that may be necessary.

Also, can you provide information on how many tankless water heaters you look to replace and your group home location(s) of where they will be.

We are looking to replace three tankless water heaters and they are in small closets on the first floor of Highland.

Without an architect on this project, the cost of three **new tankless water heaters is only \$7,960.00**. That is less costly than the three tank water heaters and requires fewer revisions to Highland.

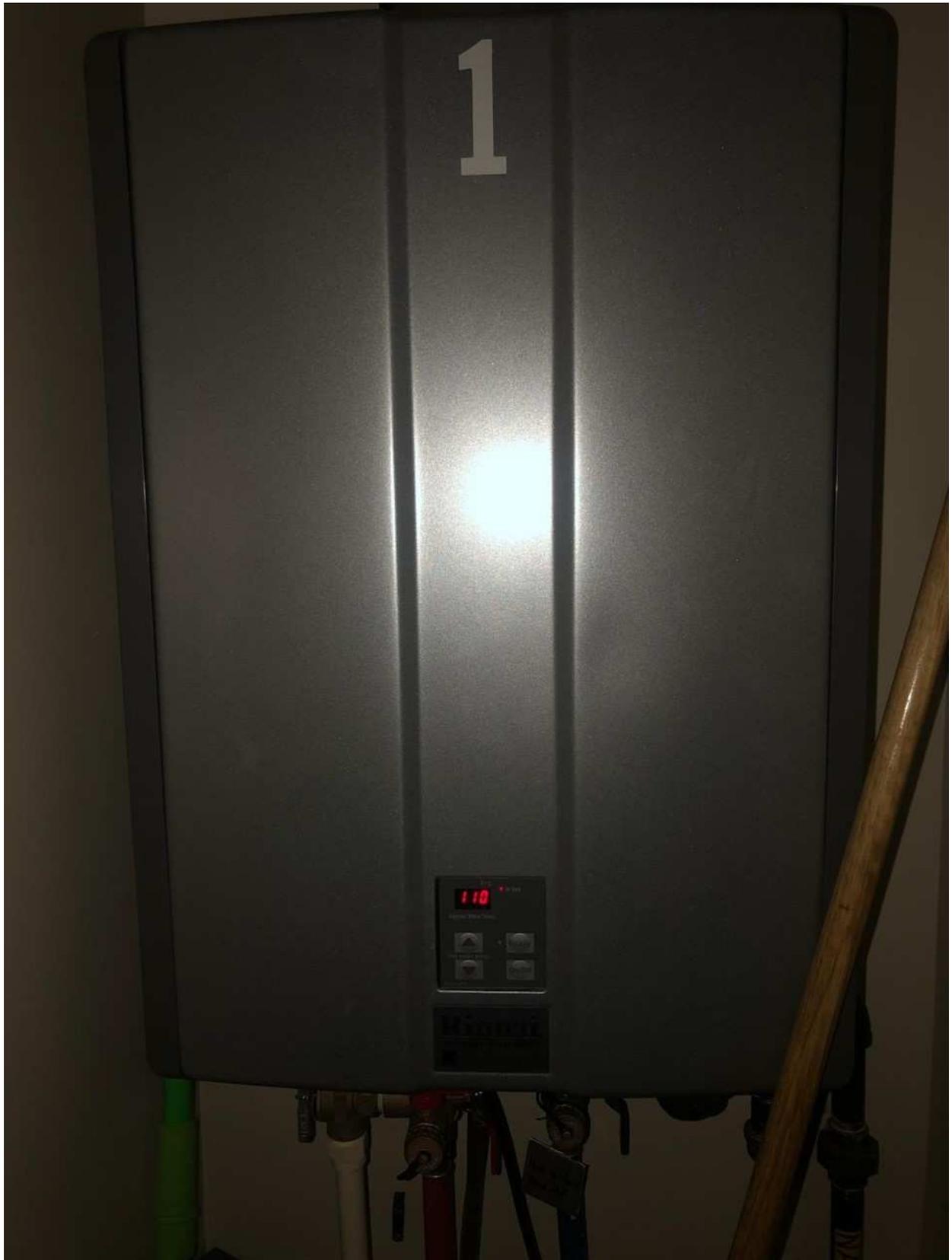
Another reason that we have (and want to continue to have) tankless water heaters is that there are six disabled clients living at Highland. Each client has his own suite with a bathroom. With tankless water heaters we ensure that clients have hot water on demand. That is one of the things we identified in the planning stages of Highland that results in fewer behaviors.

What would the projected longevity of the new heater be?

About 15 years.

What is the efficiency rating of the water heaters?

96% efficient.





# Hospital Site Redevelopment Update

December 4, 2020

# Agenda

10:00a-11:30a

- Welcome (10 min)
- Recommendation on Kohr Building (40 min)
- Owner's Representative Update (10 min)
- Redevelopment Next Steps (20 min)
- Wrap up (10 min)



# Kohr Building

# Kohr Building



Built 1947

4 Stories

23,000 sf (incl. basement)



# Facility Information to Date

- Subcommittee Evaluation (2015)
  - Urban Land Institute Study (2018)
  - Environmental Assessment - August Mack (2018)
  - Engineering Assessment - Arsee Engineers (2019)
  - Historical Assessment - Ratio Architects (2019)
  - Facility Tour (2019)
  - Probable Cost Estimate - IU Health (2019)
  - Commercial Real Estate Evaluation - Chris Cockerham, FC Tucker (2019)
  - **Developer Review of Adaptive Reuse Potential (2020)**
- 

# Kohr Building Repair and Repurposing

- Immediate (in conjunction with demo of the site)
  - Install new power service, water service, communications, fire service, and fire alarm controls
  - Remove areas that directly abutt NW corner during demo
  - Reconstruct the NW facade (rear  $\frac{1}{3}$  of building facade) to protect from weather and match remaining structure
- When building is repurposed
  - Install new HVAC, new power equipment, new lighting, new plumbing, and new roof
  - Excavate and expose basement wall; install new waterproofing and perimeter drain
  - Replace gutters and downspouts; spot repairs to original limestone facade, limestone cheek walls, and concrete steps; replace handrails

# Kohr Building Projected Repair & Retrofit Costs

Costs are in 2019 Dollars

	ARSEE ENGINEERS	IU HEALTH
Immediate	\$600,000-\$750,000	--
When Building is Repurposed	\$1.25M - \$1.5M	--
TOTAL (excluding soft costs, contingencies, code compliance, and hazardous material removal)	\$1.85M - \$2.25M	\$4.91M
TOTAL (including code compliance, but not soft costs, contingencies, or hazardous material removal)	--	\$7.76M
TOTAL (including soft costs, contingencies, code compliance; but not hazardous material removal)	--	\$11.36M

*Compared to \$6M estimated cost to construct new*

# Marketability

Real Estate Evaluation and Proforma -- prepared by Chris Cockerham, FC Tucker

- Assumes 50 individual office suites
- Estimates that \$930K is limit of investment in order to achieve return
- Uncertain whether demand will fill supply
- Cost to repair and repurpose the building may exceed investment level that will produce a return
- Recommends construction of new building as highest and best use of site

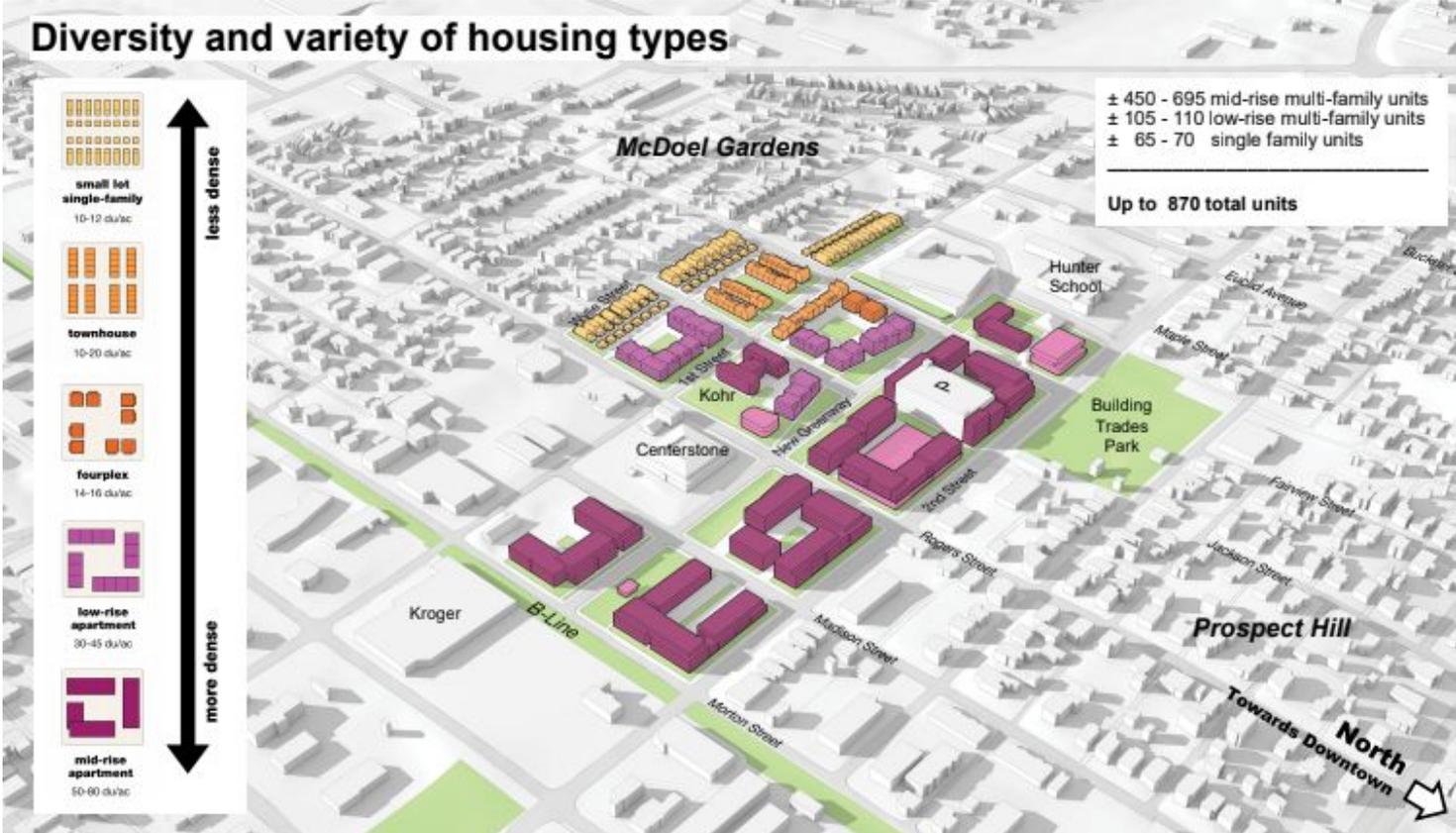


# Developer Review

- COB obtained independent opinions from three developers regarding viability of Kohr Building reuse
  - Strategic Capital Partners
  - Brinshore
  - RealAmerica
- All indicated potential for adaptive reuse as residential or office
  - Gap financing estimated at 10%-20% of total hard costs
  - Potential for LIHTC and Historic Rehabilitation Tax Credits
  - Uncertainty regarding asbestos remediation
  - Addition to increase SQFT is desirable



# Draft Final Master Plan



# Draft Final Master Plan

**Illustrative Massing  
View from northeast**

Kohr Building



# Draft Final Master Plan



Kohr Building

# Recommendation

## **Retain some or all of Kohr Building for potential adaptive reuse**

- Present recommendation to RDC on December 7 and 21
- Notify IU Health of decision by December 31
- Pursue historic designation/coordinate with HPC
- Pursue development partner for appropriate use
  - Pursue LIHTC with development partner if affordable housing option is viable
- Reconsider recommendation in 2022 if a development partner has not been identified





# Owner's Representative Update

# Status

- Browning Negotiations
- Future Support Needs
  - Development Advisory Services
  - Project Management Services





# Redevelopment Next Steps

# Master Plan Completion

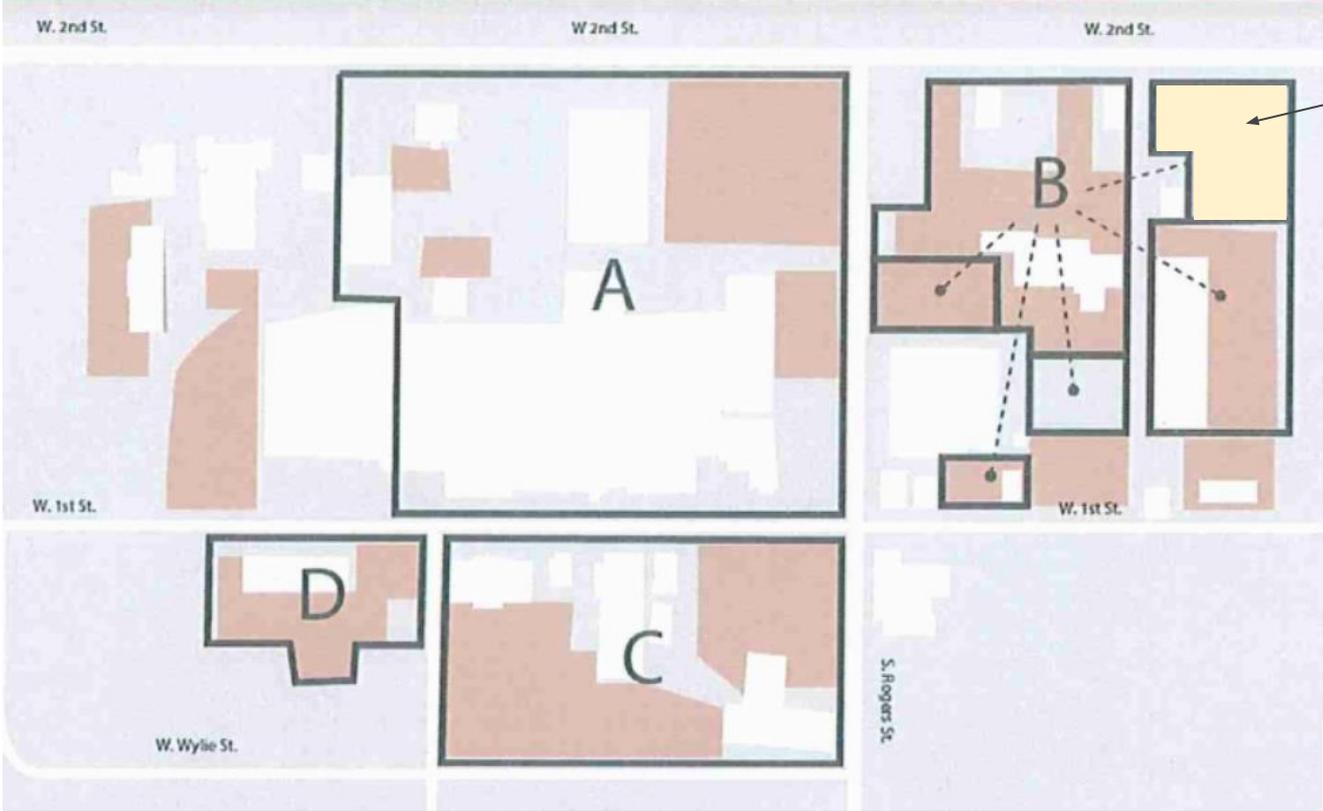
- November 29th - End of comment period on draft final plan
- December 9th - Draft final report and close out meeting with consultant
- December 15th - Final Report/Completion
- December 21st - RDC Acceptance of Final Report
- Q1 2021 - Zoning Updates



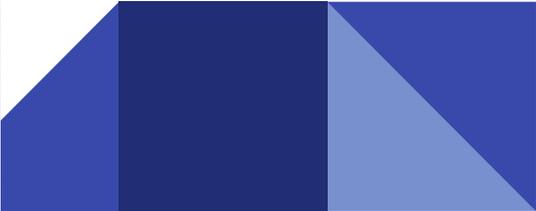
# Parcel Transfers

- Properties east of Rogers/North of 1st/West of Morton
- New Hope
  - Properties were transferred in November.
  - Lease arrangements in progress
- Centerstone Parcel Aggregation
  - Discussions in progress
- Other parcels
  - In discussion with IU Health
    - 8 - “super parcels”
    - Timing of transfers will vary based on IUH uses/decommissioning

# IU Health Parcels

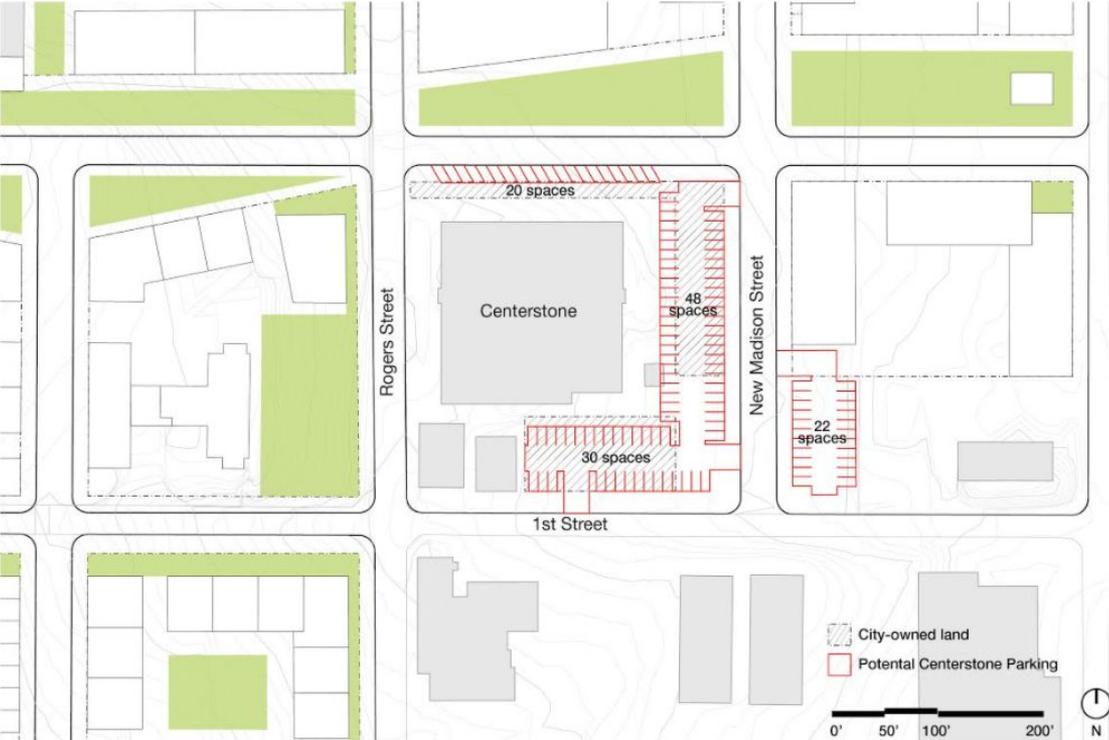


New Hope (transfer complete)



# Centerstone Parcel Aggregation

±120 spaces on combination of Centerstone and City-owned land



# Next Meeting HRC

- Date TBD - likely January 2021
- Topics:
  - Completed Master Plan
  - Phasing/Cost Estimates
  - Discussion of next steps





Thank You

# Additional Cost Information

Probable Cost Estimate -- prepared by Mike Castor, IU Health

- Includes \$2.85M for code compliance
  - Higher envelope costs to match existing facade
  - Higher demo costs to accurately represent complexity
  - Aligned with current market costs, esp trades (plumbing, masonry, etc)
  - Represents high end of cost estimate range
  - \$7.76M (excluding soft costs, contingencies, and haz material abatement)
  - \$11.36M total probable cost to repair and repurpose (excluding haz material abatement)
- 

**20-95  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**AGREEMENT WITH SB FRIEDMAN DEVELOPMENT ASSOCIATES  
FOR STRATEGIC AND FINANCIAL SERVICES FOR THE REDEVELOPMENT  
OF THE OLD IU HEALTH-BLOOMINGTON HOSPITAL SITE**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF; and
- WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the current Indiana University Health-Bloomington Hospital site at 2nd and Rogers Streets and surrounding parcels (“Old Hospital Site”), and to envision reuse of the Old Hospital Site (“Project”), which will be vacated by IU Health when its new hospital is completed; and
- WHEREAS, in Resolution 20-89, the RDC approved a project review and approval form (“Form”) for a financial and development strategy consultant regarding the redevelopment of the Old Hospital Site (“Services”); and
- WHEREAS, Staff have determined that SB Friedman Development Advisors (SB Friedman) is best qualified provider to carry out the Services for the Project; and
- WHEREAS, Staff have negotiated an agreement with SB Friedman, which is attached to this Resolution as Exhibit A (“Agreement”), to perform the Service for an amount not to exceed Thirty Nine Thousand Four Hundred Ten Dollars (\$39,410.00); and
- WHEREAS, it is in the public interest that this action under the Agreement be undertaken and performed; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which updates the Resolution History of the Project, and which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the above described expenditures for the Project serve the public’s best interests and are an appropriate use of the Consolidated TIF.

3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Thirty Nine Thousand Four Hundred Ten Dollars (\$39,410.00) to pay for the Services, to be payable in accordance with the terms of the Agreement, including all not to exceed amounts contained within the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. 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, the authorization provided under this Resolution shall expire on December 31, 2021.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Donald Griffin, President

ATTEST:

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Cindy Kinnarney, Secretary

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Date

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
AND  
SB FRIEDMAN DEVELOPMENT ADVISORS  
FOR  
CONSULTANT SERVICES REGARDING THE OLD IU HEALTH BLOOMINGTON  
HOSPITAL SITE**

This Agreement, entered into on this \_\_\_\_ day of December, 2020, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”), and SB Friedman Development Advisors (“Consultant”),

**WITNESSETH:**

WHEREAS, the City is acquiring the current site of the Indiana University Health Bloomington Hospital and surrounding parcels; and

WHEREAS, the City wishes to perform a comprehensive redevelopment of the site to serve the best interests of the community; and

WHEREAS, the City requires the services of a professional consultant in order to perform certain financial and market analysis for the parcels on the site (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 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 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, 2021, 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 City as may be requested and desirable, including primary coordination with the City’s Project Manager, as may be designated by the City. 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 other purpose without the written permission of the City.

**Article 2. Standard of Care**

Consultant shall be responsible for completion of the Services in a manner to meet the professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. The City 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 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's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation**

The City shall pay Consultant for all fees and expenses in an amount not to exceed a total of Thirty-Nine Thousand Four Hundred Ten Dollars (\$39,410.00) based on the fees and reimbursable payment schedule set forth in Exhibit A. 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 City upon the completion of the Services described in Article 1. Such invoices shall be prepared in a form supported by documentation as the City may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction. The invoice shall be sent to:

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 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.

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**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. 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 thirty (30) 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 Consultant. 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 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 the 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 principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit B, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit B 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.

**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 Consultant will be at the City's sole risk and without liability or legal exposure to 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.

**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, 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 City. 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 RDC, and the officers, agents and employees of the City and the RDC from any and all claims, demands, damages, costs, expenses or other liability arising out of the 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 \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under this 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 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

**Article 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 City 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 City 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.

Consultant 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 Consultant believes that a City employee engaged in such

conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the Consultant's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 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 City 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 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 Commission or City 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. Notices**

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

**City:**

City of Bloomington  
Redevelopment Commission  
Attn: Larry Allen  
401 N. Morton, Suite 220  
Bloomington, Indiana 47402

**Consultant:**

Ranadip Bose, Senior Vice President  
SB Friedman Development Advisors.  
221 N. LaSalle Street, Suite 820  
Chicago, Illinois 60601

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

**Article 25. Intent to be Bound**

The City 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 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.

**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.

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

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

**CITY OF BLOOMINGTON**

**SB FRIEDMAN DEVELOPMENT ADVISORS**

\_\_\_\_\_  
Mick Renneisen, Deputy Mayor

\_\_\_\_\_  
Ranadip Bose, Senior Vice President

**CITY OF BLOOMINGTON**  
**REDEVELOPMENT COMMISSION**

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

**EXHIBIT A**  
**SCOPE OF WORK**

[See attached]

[Intentionally left blank]



VISION  
ECONOMICS  
STRATEGY  
FINANCE  
IMPLEMENTATION

December 1, 2020

Mr. Mick Renneisen  
Deputy Mayor  
City of Bloomington  
401 N. Morton Street  
Bloomington IN 47404

**RE: Bloomington Hospital Site / Redevelopment Strategy Financial Analysis**

Dear Deputy Mayor Renneisen –

SB Friedman Development Advisors (SB Friedman) is pleased to submit this proposal to the City of Bloomington (the “City”) to provide development advisory services as it pursues redevelopment of the 24-acre IU Health Bloomington Hospital site (the “Site”).

## Background and Understanding

The City is undertaking a once in a generation opportunity to redevelop a large, catalytic site located to the south and west of Downtown Bloomington. In 2020, the City engaged SOM to lead a multidisciplinary team, including SB Friedman in a market economist role, to develop a vision for the redeveloped site and outline initial implementation steps.

The City is now seeking development advisory services to assist with implementation. The first step is to conduct financial analyses that will inform the City’s redevelopment strategy. The financial analyses will evaluate density, the mix of land uses, phasing and sequencing of development, in addition to quantifying the City resources required to finance project gaps, public realm improvements, affordable and workforce housing, and other public policy priorities.

Our proposed scope of services is outlined below.

## Scope of Services

- 1. Conduct Kickoff Meeting and Collect Background Information.** We will conduct a kickoff meeting with the City to confirm the project scope, work plan, timeline, and deliverables. This is currently assumed to be a virtual meeting due to the impact of COVID-19. During this meeting, we will also collect and review any additional information that would be helpful for our work.
- 2. Review Infrastructure Costs.** We will review the site preparation and infrastructure costs being prepared by Shrewsbury & Associates, LLC as part of the master planning process. We will also work with SOM and the City to estimate preliminary costs associated with public realm enhancements and public sector uses within the planned redevelopment.

3. **Conduct Residual Land Value Analysis by Land Use.** SB Friedman will prepare vertical development pro formas by land use to estimate the residual value, or land sale proceeds, available through either a sale or ground lease structure. This model will replicate the economics of a private developer and include the following elements:
- Estimated net operating income (NOI) based on rents, occupancy, and operating expenses;
  - Achievable pricing for for-sale product;
  - Financing structure and terms including permanent financing, equity, and other sources;
  - Estimated hard construction costs;
  - Estimated tenant improvement costs, soft and financing costs, developer fees, capitalized construction interest, and other typical costs of development;
  - Market-acceptable developer rates of return; and
  - Estimated future value based on projected revenue and capitalization rates.

Any cash flow or value above normal risk-adjusted rates of return is the amount of money a developer may be able to pay for land. This will provide an understanding of the range of achievable prices (by land use), as well as any remaining financial gap. The model will allow for sensitivity testing to be undertaken, including the density and mix of land uses.

4. **Estimate Stabilized Assessed Value.** We will identify comparable existing development in Bloomington and derive per-square-foot assessed value assumptions by land use. These assumptions will be used to project stabilized assessed value for the new development. Our assessed value assumptions will also consider growth in property values between the present and completion date of the various phases.

These assessed value assumptions, as well as a timeline for development, will be provided to the City's financial advisor who will project future tax revenue streams and evaluate potential financing mechanisms. These projections will provide an estimate of the City resources that could be available to help pay for identified financial gaps for vertical development, infrastructure, public realm improvements, affordable and workforce housing, and other public policy priorities.

5. **Prepare Multiyear Cash Flow Analysis.** We will prepare an analysis that considers the timing and amount of:
- Potential land sale proceeds by land use;
  - TIF revenue generation by land use, as estimated by the City's financial advisor;
  - Site acquisition/assembly costs
  - Site preparation and infrastructure costs;
  - Costs associated with public realm improvements, affordable and workforce housing, and other public policy priorities; and
  - Vertical development financial gaps.

The cash flow analysis will identify the timing and amount of City financial resources that are likely to be needed to advance redevelopment. We will also evaluate the amount of City financial resources that may be available after infrastructure construction to pay for identified financial gaps for vertical development, public realm improvements, affordable and workforce housing, and other public policy priorities. The model will allow for sensitivity testing to be undertaken, including the sequencing and phasing of land disposition and infrastructure construction.

6. **Outline Conveyance and Partnership Options.** We will evaluate the best approach for the City to solicit developers and convey parcels to private developers. There are a range of options available to the City (e.g., outright sale, ground lease, public-private partnership). Inherent in each of these approaches is a distinct set of

risks and benefits. We will outline the risks and benefits of each and work with the City to identify the method that best meets its goals and objectives.

7. **Prepare Briefing Book and Discuss Findings.** We will summarize our findings and recommendations in a briefing book. We will hold a virtual meeting with the City to review the draft briefing book, answer questions and discuss any comments or edits. We will then prepare a final briefing book.
8. **Allowance for Client Calls and Coordination with Financial Advisor.** Our budget includes an allowance for up to four (4) team calls during the course of this scope of services, as well as time for coordination with the City's Financial Advisor regarding TIF revenue generation and sensitivity testing.

## Additional Services

Following completion of this work, we are available to continue to assist the City with additional implementation-related tasks. These additional services could include:

- Preparing a prospectus outlining the development opportunity;
- Defining a developer solicitation process, and qualifications and proposal review criteria;
- Identifying a list of potential national and regional developers;
- Conducting direct developer outreach;
- Evaluating developer qualifications, including their experience and financial capacity to undertake the project;
- Evaluating developer submittals, including the market and financial feasibility of proposed projects and alignment with the City's goals and objectives;
- Reviewing developer requests for financial assistance;
- Evaluating negotiated purchase prices; and
- Assisting with the negotiation of term sheets and land purchase and sale agreements.

These services, or any other additions to the base scope, would be treated as additional services to be performed as an extension to the initial engagement, utilizing the hourly rates of the individuals involved. For select services, a specific scope and fee estimate could be prepared.

## Timeframe

Based on our experience with similar projects, we estimate that it will take approximately 60 days (from the date we are authorized to proceed) to complete the scope of services outlined above. However, we will work with you to meet your timeline for the project.

## Estimated Budget

Professional fees for this service will be based on the time required at the then-current hourly billing rates of the staff involved. As shown in greater detail in the budget estimate below, the estimated professional fees for the Scope of Services described above total approximately **\$39,400**.

**Redevelopment Commission Resolution 20-95  
Exhibit A**

Bloomington Hospital Site / Redevelopment Strategy Financial Analysis

The following current hourly rates apply to this engagement:

Senior Vice President	\$280	Associate	\$170
Vice President	\$240	Research Associate	\$155
Project Manager	\$233	Editor	\$135
Associate Project Manager	\$210	Intern/Admin	\$105

These rates will be in effect until December 31, 2021, except in the case of promotions of individuals. After this date, rates are subject to adjustment.

Publications, maps, outside data, use of owned or licensed databases, deliverable production, and other out-of-pocket expenses are included in this estimate and will be billed in addition to professional fees as incurred (without mark-up).

This fee estimate is intended to serve as a benchmark and is subject to upward revision if the engagement entails more time than estimated due to problems that are encountered which could not reasonably have been foreseen at the commencement of the engagement, or if the scope is changed. In this event, we will discuss the matter with you so that a mutually acceptable revision may be made. Fees and expenses for our services will not exceed the total fee amount without your further authorization.

**DETAILED BUDGET ESTIMATE**

TASK	TOTAL	SVP \$280	VP \$240	ASSOC \$170
1 Conduct Kickoff Meeting and Collect Background Information	\$1,100	1	2	2
2 Review Infrastructure Costs	\$820		2	2
3 Conduct Residual Land Value Analysis by Land Use	\$19,000	4	32	60
4 Estimate Stabilized Assessed Value	\$4,720	2	6	16
5 Prepare Multiyear Cash Flow Analysis	\$3,900	2	4	14
6 Outline Conveyance and Partnership Options	\$2,420	4	4	2
7 Prepare Briefing Book and Discuss Findings	\$3,220	2	4	10
8 Allowance for Client Calls and Coordination with Financial Advisor	\$3,580	4	6	6
<b>Total Hours</b>	<b>191</b>	<b>19</b>	<b>60</b>	<b>112</b>
<b>Total Professional Fees</b>	<b>\$38,760</b>	<b>\$5,320</b>	<b>\$14,400</b>	<b>\$19,040</b>
+ Reimbursable Data Expenses (CoStar, Construction, Financial Market Data)	\$650			
<b>TOTAL BUDGET ESTIMATE</b>	<b>\$39,410</b>			

Invoices will be rendered not more frequently than monthly as our work progresses for services and costs incurred. Invoices are payable within 30 days.

If at any time the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

The attached "Limitations of Our Engagement" apply.

## Acceptance Procedures

We appreciate the opportunity to continue to assist the City of Bloomington. Please sign and return a copy of this letter to indicate your agreement to these terms.

Sincerely –

**SB Friedman Development Advisors**



Ranadip Bose  
Senior Vice President  
(312) 384-2407, [rbose@sfriedman.com](mailto:rbose@sfriedman.com)



Lance Dorn  
Vice President  
(312) 424-4255, [ldorn@sfriedman.com](mailto:ldorn@sfriedman.com)

Accepted –

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

## LIMITATIONS OF OUR ENGAGEMENT

1. Our reports, memoranda, financial analyses, the RFQ/P and other documents (“the documents”) will be based on estimates, assumptions and other information developed from research of the market, knowledge of the industry and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the documents. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in the documents and the variations may be material.

2. The terms of this engagement are such that we have no obligation to revise the documents to reflect events or conditions which occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

3. Our documents will be intended solely for your information; for use in attracting developers; and for submission to lending institutions, joint venture partners, and institutional investors and should not be relied upon by any other person, firm or corporation or for any other purposes. The documents may not be quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan agreement; or any document intended for use in obtaining funds from individual investors, except as stated below.

4. Should the City wish to include or refer to a document in the official statement or other disclosures in support of a bond issue, it may do so by referencing our firm in connection with such information and either by (a) obtaining our consent, which consent may be subject to the review and updating of information as we may reasonably require and for which additional compensation shall be due to us as provided in Section 6 below or (b) including an express disclaimer in substantially the following form: ‘The aforementioned information prepared by S.B. Friedman Development Advisors was prepared solely for the benefit of the City of Bloomington. Neither the City nor S.B. Friedman Development Advisors warrants the accuracy of such information, and no person other than the City shall be entitled to rely on such information, nor shall any party have any rights or claims against S.B. Friedman Development Advisors for any reliance on such information or any liabilities or outcomes resulting therefrom.

5. Our documents may include language reasonably restricting the use of the documents by a developer. The City’s sole responsibility in this regard is that it will not delete such language. That language may include the following:

“Should a developer wish to indicate in an offering memorandum, prospectus or similar document seeking to raise funds from individual investors that our firm prepared market and/or financial feasibility analyses regarding this project, the following statement may be used:

‘In preparing its development plans and projections, the developer (or sponsor) conducted research and analysis, consulted various sources and obtained studies from third parties including S.B. Friedman Development Advisors. The information, estimates and projections contained in this prospectus are the conclusions of the developer (or sponsor) after consideration of the various sources noted. The developer (or sponsor) alone is responsible for these conclusions.’

To obtain our permission to include this statement in a prospectus we must be permitted to review the offering materials including without limitation the identity and backgrounds of all principals, the description of the project, the market and financial projections utilized, and the text of the materials. In no case does this permission include or imply the right of the developer to specifically cite the conclusions or recommendations of our report in such a document.”

6. We will be compensated by any other third- party wishing to cite our findings or use our documents at our standard hourly rates for the time required to conduct appropriate reviews, studies and such other work necessary to update the work resulting from this engagement. No said third-party can make such use of our work product without our prior consent.

We will be compensated by the City at our standard hourly rate for any additional work outside the scope and budget of this engagement, provided that we first notify the City in writing and, before undertaking such additional work, mutually determine that such work is not within the scope and budget of this engagement. Such additional work shall include work related to securing our consent (including the time required to conduct appropriate reviews and update studies) pursuant to above.

**EXHIBIT B**  
**KEY PERSONNEL**





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.

**Project Name:** Strategy and Financial Analysis for Redevelopment of the IU Health Bloomington Hospital Site at 2<sup>nd</sup> and Rogers (“Hospital Site”)

**Project Managers:** Mick Renneisen, Alex Crowley, Jeff Underwood, Larry Allen, Philippa Guthrie

**Project Description:**

The first phase of this Project will involve performing a financial analysis of the properties included in the Hospital Site at 2<sup>nd</sup> and Rogers, convening stakeholders, assessing the land’s residual value, estimate stabilized assessment, preparing a cash-flow analysis, preparing strategy for partnerships and conveyance, and briefing final findings. The City may engage in the future for additional phases, including implementation of the redevelopment strategy.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code §36-7-14-39(b)(3).

**Project Timeline:**

Start Date: December 2020  
End Date: December 31, 2021

**Financial Information:**

Estimated full cost of project:	\$39,410.00
Sources of funds:	
Consolidated TIF	\$39,410.00

**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.

<b>Step</b>	<b>Description</b>	<b>Estimated Cost</b>	<b>Timeline</b>
1	Strategy and Financial Services	\$39.410	Dec. 2020-Dec. 2021

**TIF District:** Consolidated TIF (Expanded Adams Crossing, Walnut-Winslow, Downtown)

**Resolution History:** 20-89 Project Review and Approval Form  
20-95 Agreement Approval

*To Be Completed by Redevelopment Commission Staff:*

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

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

**20-96**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**AGREEMENT WITH CORE PLANNING STRATEGIES**  
**FOR PROJECT MANAGEMENT SERVICES FOR THE REDEVELOPMENT**  
**OF THE OLD IU HEALTH-BLOOMINGTON HOSPITAL SITE**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF; and
- WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the current Indiana University Health-Bloomington Hospital site at 2nd and Rogers Streets and surrounding parcels (“Old Hospital Site”), and to envision reuse of the Old Hospital Site (“Project”), which will be vacated by IU Health when its new hospital is completed; and
- WHEREAS, in Resolution 20-90, the RDC approved a project review and approval form (“Form”) for a project manager for the redevelopment of the Old Hospital Site (“Services”); and
- WHEREAS, Staff have determined that CORE Planning Strategies (CORE) is best qualified provider to carry out the Services for the Project; and
- WHEREAS, Staff have negotiated an agreement with CORE, which is attached to this Resolution as Exhibit A (“Agreement”), to perform the Service for an amount not to exceed One Hundred Seventeen Thousand Three Hundred Forty-Two Dollars (\$117,342.00); and
- WHEREAS, it is in the public interest that this action under the Agreement be undertaken and performed; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which updates the Resolution History of the Project, and which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the above described expenditures for the Project serve the public’s best interests and are an appropriate use of the Consolidated TIF.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed T One Hundred Seventeen Thousand Three Hundred Forty-Two Dollars (\$117,342.00) to pay for the

Services, to be payable in accordance with the terms of the Agreement, including all not to exceed amounts contained within the Agreement (“Payment”).

4. The Payment authorized above may be made from the Consolidated TIF. 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, the authorization provided under this Resolution shall expire on December 31, 2021.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Donald Griffin, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

**PROJECT MANAGEMENT AGREEMENT**

**CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION , BLOOMINGTON, INDIANA**

THIS PROJECT MANAGEMENT AGREEMENT (the "Agreement") is effective as of the 1st day of December, 2020, between the City of Bloomington Redevelopment Commission ("Owner"), and CORE Planning Strategies, LLC, ("Project Manager")

WHEREAS, the Owner desires to redevelop the real estate commonly referred to as the Bloomington Hospital Site Redevelopment ("Project"). The BHRU consists of approximately 27 acres located in downtown Bloomington and is intended to be redeveloped into multiple development parcels for a variety of rezoned uses. The Project Manager shall perform standard project management duties pursuant to direction by the City of Bloomington and the Redevelopment Commission and high-level defined herein. .

**Agreement**

NOW, THEREFORE, the parties hereby agree as follows:

1.1 The term "Designer" means and includes all architects and engineers furnishing architectural/engineering services in connection with any aspect of the Project (the "Work").

1.2 The term "Builder" means and includes all contractors, subcontractors, materialmen, suppliers and vendors performing and/or furnishing labor, services, materials, supplies and equipment (the "Work") and incorporated herein.

1.3 The term "Developer" means and includes both the Designer and the Builder who have teamed together to design, build, and develop the property.

1.4 The term "Contract Documents" means and includes the drawings and specifications relating to any Project prepared or to be prepared by the Designer.

1.5 All of the service described in this Section 1.7 and in the following Sections 1.8-1.12 shall all be considered "Services" under this Agreement.

1.6 The Services to be performed under this Agreement shall commence the date of this Agreement and shall be completed no later than the schedule outline in Section 1.10.

1.7 The Project Manager is not an agent of the Owner, but an independent contractor with authority to act on behalf of the Owner only to the extent provided in this Agreement.

1.8 The Project Manager shall further the interests of the Owner by furnishing the Project Manager's best skill and judgment in planning, managing, and coordinating the design and construction phases of the Project. The Project Manager's Representative shall furnish a qualified professional staff for the performance of the services under this Agreement. The Project Manager shall provide the persons identified in Exhibit A attached hereto.

1.9 Consultant shall be responsible for completion of the Services in a manner to meet the professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. The City 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.

1.10 Notwithstanding any other provision of this Agreement, it is the intent of the parties that CORE Planning Strategies, LLC shall act as the Project Manager in connection with the Project. Therefore, the Project Manager shall (i) assist the Owner in the performance of all Owner obligations related to redevelopment responsibilities; (ii) review all documents submitted to the Owner for review and make appropriate recommendations to the Owner, and (iii) take such action as it deems necessary to protect the Owner's interests in the Project, including budgeting, scheduling, quality, and coordination with the current hospital ownership entity et al. as required as Project Manager.

1.11 The Project Manager shall provide services expressed herein and facilitate the achievement of Project goals.

1.11.1 Overarching goals of the Project are:

- Coordinate necessary infrastructure and grading improvements
- Rezone the Project real estate as required by the City of Bloomington
- Implementation of the approved Project redevelopment master plan
- Collaborate with IU Health and other entities for the organization and transfer of Project properties pursuant to the agreements currently in force and effect and those that may arise during the course of the Project.
- Manage Stakeholder communications and assist in their planning.

1.12 The Project Manager shall develop an overall project schedule and budget. The cost reporting system will be provided by the Owner. The preliminary schedule is forecasted as:

Phase 1 - Project Management Transitioning: December 2020

Phase 2: Early Master Implementation Planning: January 2021 – December 2021

1.13 The Project Manager shall coordinate and provide direction to the Owner's identified Project contractors and others contributing efforts to the Project.

1.14 The Project Management work will include the following:

1.14.1 The Project Manager will provide a reviews of documents and will provide a written deficiency list for Owner review and comment. Project Manager will also work with Designer to work through all identified deficiencies.

1.14.2 The Project Manager shall act as the Owner during design and construction and take such action (or recommend such action to the Owner) to see that the Project is completed in accordance with its requirements.

1.15 Basic Compensation.

1.15.1 For all services, as described in this Agreement, Compensation shall be Hourly Not to Exceed plus Reimbursables:

	<b>Estimated Fee per Month</b>	<b>Estimated Average Hours</b>	<b># Months</b>	<b>Subtotal</b>
Dec 2020 - Anticipated Hours and Fee	\$ 1,750	11	1	\$ 1,750
Jan 2021-Dec 2021 - Anticipated Hours and Fee	\$ 9,216	28	12	\$ 110,592
Reimbursables				\$ 5,000
<b>Total</b>				<b>\$ 117,342</b>

1.15.1.1 Hours will be invoiced monthly at the following rates.

<u>Employee Classification</u>	<u>Hourly Rate for this 2020/2021</u>
Managing Principal	\$ 230
Senior Project Manager	\$ 180
Project Manager	\$ 152
Project Coord/Communications Specialist	\$ 122
Executive Administrative Assistant	\$ 98

Hourly rates increase at a rate of 5% each year at the beginning of each calendar year, beginning in 2022.

1.16 Compensation for Additional Services.

1.16.1 Compensation for Additional Services shall be based upon hourly rates of compensation computed based on the following Hourly Rates. No Additional Services shall be provided or billed for by Project Manager unless agreed to in writing by Owner.

1.17 Reimbursable expenses include mileage (based on IRS standard rate) and any large format and/or color copies beyond what is required for owner review meetings. These items will be billed to the Owner as a reimbursable cost. It is assumed large scale prints/reproductions of the design and construction documents will be provided by Developer. If not provided by the Developer, this will also be a reimbursable expense.

1.18 Payments are due and payable forty-five (45) days from the date of the invoice.

1.19 Insurance.

1.19.1 The Project Manager, at no expense to the Owner, shall carry and maintain during the continuance of this Agreement, occurrence based professional liability insurance in the amount of Two Million Dollars (\$2,000,000.00) for single claims and Two Million Dollars (\$2,000,000.00) in the aggregate. Owner shall be named as an additional insured on the General Liability Policy and a copy of the Certificate will be provided evidencing Owner as an additional insured.

1.19.2 During the performance of any and al Services under this Agreement, the Project Manager shall also maintain, at no cost to the Owner, Commercial General Liability insurance, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and Automobile Liability Insurance, with a minimum combined single limit of \$500,000 for each person and \$500,000 for each accident.

1.19.3 The Project Manager shall carry workers' compensation insurance in at least the statutory minimum and provide copies of policies showing Owner as an additional insured. The

Project Manager's Representative shall also provide a certificate from the State Workers' Compensation Board demonstrating coverage. The Project Manager is required to give 30 days' notice to Owner before any change or cancellation of coverage.

1.19.4 All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. Owner, the City of Bloomington, and their officers, employees, and agents shall be named as insured under the Commercial General Liability, Automobile and Workers' 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.

1.20 The Project Manager agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, the City of Bloomington, and their officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Project Manager's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom the Project Manager is legally liable. Neither the Owner nor the Project Manager shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

1.21 The Project Manager will undertake all such additional activities not expressly stated that are reasonably necessary or appropriate to advise the owner on all foreseeable issues in the design and construction of the new building without additional compensation unless otherwise agreed to by the parties in writing.

1.22 This Agreement shall be governed by the law of the State of Indiana without regard to conflict laws.

1.23 All of the remedies permitted or available to either party under this Agreement, or at law in equity, shall be cumulative and shall survive the termination of this Agreement or the completion of the Project, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. However, remedies that survive termination of this Agreement as stated above only service for an amount of time equal to the applicable statute of limitations for a specific claim brought.

1.24 In the event that any term or provision, or part thereof, of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in whole or in part, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is held invalid, void or unenforceable shall not be affected thereby and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

1.25 The Project Manager and the Owner hereby irrevocably consent to the jurisdiction of the State or Federal courts located in Monroe County, Indiana over any matter relating to this Agreement and, to the extent permitted by law, waive any objection based on venue to a proceeding in any such court.

1.26 If the Project Manager employs any person, firm or corporation to perform any of its services, payment for such service or performance shall be the sole responsibility of the Project Manager.

1.27 Any liability of the Project Manager is limited to the amount of the fee, and information furnished by others is assumed to be true and reliable. If the Owner cancels this Agreement, the Owner agrees to pay for any time or costs incurred before receipt of the cancellation.

1.28 Termination Without Cause. Either party may terminate this agreement without cause upon thirty (30) days written notice. In the event of termination, Owner shall pay Project Manager for the hours expended up to the Termination date. No additional amounts shall be due from Owner to Project Manager.

1.29 Notice. Any notice required by this Agreement shall be made in writing to the addresses specified below:

Owner:

Larry Allen, Assistant City Attorney  
City of Bloomington  
401 N. Morton Street, Suite 220  
Bloomington, IN 47404

Project Manager:

Debra S. Kunce, Managing Principal  
CORE Planning Strategies, LLC  
429 N. Pennsylvania St, Suite 304  
Indianapolis, IN 46225

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

1.30 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.

Consultant 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the Consultant'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.

1.31 Verification of Employees' Immigration Status. Project Manager 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). Project Manager shall sign an affidavit, attached as Exhibit B, affirming that Project Manager 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.

Project Manager 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 Project Manager or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Project Manager or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Project Manager 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 Project Manager 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 Project Manager or its subcontractor did not knowingly employ an unauthorized alien. If the Project Manager 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 project manager. If the City terminates the Agreement, the Project Manager or its subcontractor is liable to the City for actual damages.

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

1.32 Non-Collusion. Project Manager is required to certify that it has not, nor has any other member, representative, or agent of the Project Manager, 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. Project Manager shall swear under oath, via signed affidavit, attached as Exhibit D and by this reference incorporated herein, that Project Manager has not engaged in any collusive conduct.

OWNER:

City of Bloomington Redevelopment  
Commission

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

City of Bloomington, Indiana

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

PROJECT MANAGER:

CORE Planning Strategies, LLC



Printed: Debra S. Kunce, FAIA  
Title: Managing Principal

**Exhibit A – Proposed Staffing**

<b>Staff Name</b>	<b>Company Name</b>	<b>Team Role</b>
Josh Scism, PMP, CLSSGB	CORE Planning Strategies, LLC	Sr. Project Manager
Deb Kunce, FAIA	CORE Planning Strategies, LLC	Managing Principal
Katie Robinson	CORE Planning Strategies, LLC	Communications Specialists

CORE Planning Strategies offers a team that blends decades of experience in planning, design and construction with helping owners see projects through from concept to concrete. The proposed team includes both Deb Kunce and Joshua Scism. Joshua will lead the Project Management duties and be the day-to-day contact, with Deb providing strategy. Josh will be supported with a communications specialist, Katie Robinson.

**Exhibit B – E-Verify Affidavit**

CORE Planning Strategies shall comply with E-Verify Program as follows:

Pursuant to IC 22-5-1.7, CORE Planning Strategies shall enroll in and verify the work eligibility status of all newly hired employees of CORE Planning Strategies through the E-Verify Program (“Program”). CORE Planning Strategies is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

CORE Planning Strategies and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CORE Planning Strategies or its subcontractors subsequently learns is an unauthorized alien. If CORE Planning Strategies violates this Section 7(b), the City of Bloomington shall require CORE Planning Strategies to remedy the violation not later than thirty (30) days after the City of Bloomington notifies CORE Planning Strategies. If CORE Planning Strategies fails to remedy the violation within the thirty (30) day period, The City of Bloomington shall terminate the contract for breach of contract. If the City of Bloomington terminates the contract, CORE Planning Strategies shall, in addition to any other contractual remedies, be liable to The City of Bloomington for actual damages. There is a rebuttable presumption that CORE Planning Strategies did not knowingly employ an unauthorized alien if CORE Planning Strategies verified the work eligibility status of the employee through the Program.

If CORE Planning Strategies employs or contracts with an unauthorized alien but the City of Bloomington determines that terminating the contract would be detrimental to the public interest or public property, the City of Bloomington may allow the contract to remain in effect until tThe City of Bloomington procures a new contractor.

CORE Planning Strategies shall, prior to performing any work, require each subcontractor to certify to CORE Planning Strategies that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CORE Planning Strategies shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CORE Planning Strategies determines that a subcontractor is in violation of this Section 7(d), CORE Planning Strategies may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by CORE Planning Strategies or the subcontractor.

By its signature below, CORE Planning Strategies swears or affirms that it

- i) has enrolled and is participating in the E-Verify program
- ii) has provided documentation to the City of Bloomington that it has enrolled and is participating in the E-Verify program, and
- iii) does not knowingly employ an unauthorized alien.

  
\_\_\_\_\_  
Debra S. Kunce, Managing Principal



**Exhibit D – Non-Collusion Affidavit**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CORE PLANNING STRATEGIES, LLC

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

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

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

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

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

Notary Commission Number: \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_

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.

**Project Name:** Strategy and Financial Analysis for Redevelopment of the IU Health Bloomington Hospital Site at 2<sup>nd</sup> and Rogers (“Hospital Site”)

**Project Managers:** Mick Renneisen, Alex Crowley, Jeff Underwood, Larry Allen, Philippa Guthrie

**Project Description:** This Project involves project management of the redevelopment of the Hospital Site at 2<sup>nd</sup> and Rogers. CORE Planning Strategies will coordinate infrastructure improvements, the implementation of the master plan, the rezoning process necessary to implement the master plan, and manage all other aspects of the project, including stakeholder communications, planning, and land transfer from IU Health.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code §36-7-14-39(b)(3).

**Project Timeline:**

Start Date: December 2020  
End Date: December 31, 2021

**Financial Information:**

Estimated full cost of project:	\$200,000
Sources of funds:	
Consolidated TIF	\$200,000

**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	2020-21 Project Management	\$117,342	Dec. 2020-Dec. 2021

**TIF District:** Consolidated TIF (Expanded Adams Crossing, Walnut-Winslow, Downtown)

**Resolution History:** 20-90 Project Review and Approval Form  
 20-96 Approval of Agreement with CORE Planning

To Be Completed by Redevelopment Commission Staff:

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

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

**20-97**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF CHANGE ORDER FOR**  
**WEST 17TH STREET RECONSTRUCTION PROJECT**

- 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”); and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, on December 5, 2016, in Resolution 16-80, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would reconstruct West 17<sup>th</sup> Street between the future Vernal Pike / 17<sup>th</sup> Street Overpass and the roundabout at 17<sup>th</sup> Street / Arlington Road / Monroe Street (“Project”); and
- WHEREAS, in Resolution 19-13, the RDC approved funding for the construction engineering contract for the Project; and
- WHEREAS, in Resolution 19-14, the RDC approved funding for the construction for the Project with Reed and Sons Construction, Inc. (“Reed”), and the RDC approved a change orders in Resolutions 19-37, 19-89, 19-101, 20-10, 20-33, and 20-37; and
- WHEREAS, Reed in conjunction with the City’s project managers have determined that an additional change order (Change Order 8) is necessary for additional compacted stone, concrete blankets, additional traffic control signage rental, pavement marking removal, and additional concrete work (“Additional Services”) for an amount not to exceed an additional Fourteen Thousand Nine Hundred Twenty-Seven Dollars and Ninety-Two Cents (Change Order 8 - \$14,927.92); and
- WHEREAS, this change order bring increases the total for Reed’s contract from \$3,366,957.23 to \$3,381,885.15; and
- WHEREAS, Change Order 8 is attached to this Resolution as Exhibit A; and
- WHEREAS, Changer Order 8 was considered and approved by the Board of Public Works during its meeting on December 8, 2020; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the additional Services for the Project pursuant to the terms of the Change Order; and

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

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an additional amount not to exceed Fourteen Thousand Nine Hundred Twenty-Seven Dollars and Ninety-Two Cents (\$14,927.92) to pay for the Additional Services.
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC’s records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on February 15, 2021.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date

# CHANGE ORDER



Project Name: West 17th Street Reconstruction	Change Order Number: 8	Requested By: Owner <input checked="" type="checkbox"/>
	Date of Change Order: Tuesday, November 24, 2020	Engineer <input type="checkbox"/>
Contractor:	Engineer's Project #:	Contractor <input type="checkbox"/>
		Field <input type="checkbox"/>
		Other <input type="checkbox"/>
Reed and Sons Construction, Inc. 299 Moorman Road Bloomington, IN 47403	NTP Date: Monday, April 1, 2019	
	Allowable Calendar Days: 215 (includes holiday's)	
	Previous Completion Date: Friday, June 19, 2020	

**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	Additional Compacted #53 Stone	1	\$643.00 / LS	\$643.00
2	Concrete Blankets for Curb	1	\$3,977.49 / LS	\$3,977.40
3	Additional Traffic Control Signage Rental	1	\$4,496.52 / LS	\$4,496.52
4	Pavement Marking Removal	1	\$210.00 / LS	\$210.00
5	Additioanl Concrete Work on Retaining Walls	1	\$5,601.00 / LS	5,601.00
6			/	
7			/	
8			/	
9			/	

The original Contract Sum:	\$3,026,526.18
The net change by previously authorized Change Orders:	\$340,431.05
The Contract Sum prior to this Change Order was:	\$3,366,957.23
The Contract Sum will be changed by this Change Order in the amount of:	\$14,927.92
 The new Contract Sum including this Change Order will be:	 \$3,381,885.15
The Contract Time will be changed by:	0 Calendar Days
 The date of Substantial Completion as of the date of this Change Order therefore is:	 Friday, June 19, 2020

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been made in previous Change Orders.)  
**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

<u>Planning &amp; Transportation</u> ENGINEER	<u>Reed and Sons Construction, Inc.</u> CONTRACTOR	<u>Board of Public Works</u> OWNER
401 North Morton Street ADDRESS	299 Moorman Road Bloomington, IN ADDRESS	401 North Morton Street ADDRESS
Neil Kopper TYPED / PRINTED NAME	_____ TYPED / PRINTED NAME	Kyla Cox Deckard 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:** W. 17<sup>th</sup> Street Reconstruction Project

**Project Manager:** Neil Kopper and Matt Smethurst

**Project Description:**

This project will reconstruct W. 17<sup>th</sup> Street between the future Vernal Pike/17<sup>th</sup> Street Overpass associated with the Interstate 69 Section 5 project and the roundabout at the 17<sup>th</sup> Street/Arlington Road/Monroe Street intersection. The overpass over I-69 is anticipated to open shortly and have a significant impact on travel patterns on W 17<sup>th</sup> Street. The project is anticipated to improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the corridor by:

- Evaluating potential turn lanes or a two-way left-turn lane along the corridor
- Constructing curb and storm water infrastructure
- Providing tree plots separating the road from a multiuse path on the north side of the street and sidewalk on the south side of the street. All ramps and sidewalk/path facilities will be ADA compliant
- Improving sight distance and vertical alignment of the street, particularly near the Lindbergh Drive intersection
- Evaluating potential conversion of Lindbergh Drive to a two-way facility in proximity to 17<sup>th</sup> Street
- Coordinating utility relocations and acquiring right of way as necessary

Details of the project and its scope are subject to change through the design process which will include public outreach and stakeholder involvement.

Like many Transportation projects that come before the Redevelopment Commission, this project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Surface Transportation Program.

However, to expedite the project and leverage additional funding, Staff anticipates funding this project using other funding sources. The City was awarded \$1,000,000 in INDOT Community Crossing Matching Grant Funds for the construction phase of the project. These funds need to be matched by the City's 2016 COIT re-allocation. Additionally, the City has been coordinating an interlocal cooperative agreement with INDOT for an additional \$4,000,000 in state dollars to assist in funding the project. This agreement is not yet finalized, but Staff anticipates it will be finalized in the near future.

This Project will serve the Consolidated TIF's allocation area by improving connectivity along the W. 17<sup>th</sup> Street Corridor, improving access to the Consolidated TIF (especially to the West 17<sup>th</sup> Street and Downtown portions of the Consolidated TIF), which increases the potential for additional development in those areas.

**Project Timeline:**

Start Date: January 01, 2017

End Date: December 1, 2020

**Financial Information:**

Estimated full cost of project:	\$6,200,000
Sources of funds:	
INDOT Community Crossing Matching Grant	\$1,000,000
City's 2016 COIT re-allocation	\$1,000,000
INDOT Interlocal Cooperative Agreement	\$4,000,000
Consolidated TIF	\$200,000 <sup>1</sup>

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<sup>1</sup> Initial amount expended will be greater, because all INDOT funding is anticipated to be reimbursed

**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	Estimated Timeline
1	Preliminary Engineering & Right-of-Way Professional Services	\$700,000	2017 – 2019
2	Right-of-Way Acquisition	\$600,000	2017 – 2018
3	Construction Engineering/Inspection	\$478,500	2018 – 2020
3a	Supplement 1 to Construction Inspection Services	\$88,000	July 2020
4	Construction	<del>\$3,366,957.23</del> \$3,381,885.15	2018 – 2020
4a	Change Order 1 to Construction Agreement	\$4,090	Completed
4b	Change Order 2 to Construction Agreement	\$122,354	Completed
4c	Change Order 3	\$75,920.40	Completed
4d	Change Order 4	\$140,399.20	Completed
4e	Change Order 5	(\$18,942.00)	Completed
4f	Change Order 6	\$3,068.50	Completed
4g	Change Order 7	\$13,540.75	Completed
4h	Change Order 8	\$14,927.92	Completed

**TIF District:** Consolidated TIF (Adams Crossing)

**Resolution History:** 16-80 Original Project Review and Approval Form  
 17-10 Approval of Preliminary Engineering Contract  
 19-12 Approval of Second Addendum to Design Contract  
 19-13 Approval of Construction Inspection/Engineering Contract  
 19-14 Approval of Construction Funding  
 19-15 Approval of Funding for Lighting Contract  
 19-37 Approval of Change Order for Tree Removal  
 19-89 Approval of Change Order 2 for Tree Removal  
 19-101 Approval of Change Order 3 for Rock Excavation  
 20-10 Approval of Change Orders 4 and 5  
 20-25 First Amendment to Construction Inspection Contract  
 20-33 Approval of Change Order 6  
 20-37 Approval of Change Order 7  
 20-97 Approval of Change Order 8

To Be Completed by Redevelopment Commission Staff:

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

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

**20-98**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONSTRUCTION AGREEMENT FUNDING FOR TRAFFIC SIGNAL  
REPLACEMENT AT 3RD STREET AND INDIANA AVENUE**

- 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”); and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, the RDC in Resolution 20-80 approved a Project Review and Approval Form (“Form”), which sought the support of the RDC for a project that would replace and upgrade the traffic signal at the intersection of 3rd Street and Indiana Avenue (“Project”); and
- WHEREAS, in accordance with the City’s procurement process, City staff solicited bids and have determined that E&B Paving, LLC was the lowest responsive and responsible bidder for the Project; and
- WHEREAS, Staff have negotiated an agreement with E&B Paving, LLC to perform the construction services for the Project in an amount not to exceed Three Hundred Thirty-Three Thousand Five Hundred Fifty-Five Dollars (\$333,555.00) (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, the Agreement was approved by the Board of Public Works at its meeting on November 19, 2020; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the construction services for the Project pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B;

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

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

2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.
3. The RDC approves the Agreement and hereby authorizes the City of Bloomington to expend an amount not to exceed Three Hundred Thirty-Three Thousand Five Hundred Fifty-Five Dollars (\$333,555.00) to be paid in accordance with the terms of the Agreement.
4. The Payment authorized above may be made from the Consolidated TIF (Downtown). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC's records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2021.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Donald Griffin, President

ATTEST:

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Cindy Kinnarney, Secretary

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Date

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

E&B PAVING, LLC

FOR

3<sup>rd</sup> & INDIANA SIGNAL REPLACEMENT

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and E&B Paving, LLC, (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for the replacement and upgrade of the traffic signal at the intersection of 3<sup>rd</sup> Street and Indiana Avenue (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

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

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

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

## ARTICLE 1. TERM

1.01. This 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 as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02. All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03. 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 and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, 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.

**2.04.** CONTRACTOR agrees that no charges or claims for damages shall be made by him or her 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.** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment E, "Unit Prices". 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 or her own and all subcontracted employees, to City Engineer or his or her 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 and for which Contractor requested Progressive Payments on its Bid Form, 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 or her 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 or her 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 or she 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 or her representative.

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

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

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this 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 or her 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 or her 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 or her Surety for his or her 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 Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. 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 or her 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, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily Injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

**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. 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. 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. 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 Affirmative 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.

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 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.

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 OSHA 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 OSHA 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 or she 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 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** 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 and Performance Bond may not be released until one (1) year after the Board'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	E&B Paving, LLC
Attn: Matt Smethurst, Project Manager	Attn: Todd Hoops, Area Manager
P.O. Box 100 Suite 130	2520 W. Industrial Park Drive
Bloomington, Indiana 47402	Bloomington, IN 47404

**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. Drug Testing Plan**

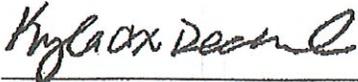
In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of 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: 11.24.2020

City of Bloomington  
Bloomington Board of Public Works

BY:



Kyla Cox Deckard, President



Beth H. Hollingsworth, Member



Dana Palazzo, Member



John Hamilton, Mayor of Bloomington



BY:

Contractor Representative

Printed Name

Title of Contractor Representative

**ATTACHMENT 'A'**

**"SCOPE OF WORK"**

**3<sup>RD</sup> & INDIANA SIGNAL REPLACEMENT**

This project shall include, but is not limited to, the replacement and upgrade of the traffic signal at the intersection of 3<sup>rd</sup> Street and Indiana Avenue. This project shall include the placement of signal hardware, curbing, sidewalk, pavement markings, and landscaping per the plans and specifications, and placement of stormwater infrastructure according to the most recent set of City of Bloomington Utilities Specifications at the time of bidding. All other work shall be completed as shown on the plans and specifications included with this packet, and by the most recent INDOT Specifications.

**ATTACHMENT 'E'**

**"Unit Prices"**



City of Bloomington  
Planning and Transportation Department

Letting Date: November 19th, 2020

Proposal Schedule of Items (Unit Prices)

Page 1 of 3

Project Title : 3rd & Indiana Signal Replacement

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	lump sum	\$4,000.00	\$4,000.00
002	107-09358	INSPECTION HOLE, DEEPER THAN 3 FT	2	EACH	\$480.00	\$960.00
003	107-09367	INSPECTION HOLE, 3 FT DEEP OR LESS	2	EACH	\$380.00	\$760.00
004	110-01001	MOBILIZATION AND DEMOBILIZATION	1	lump sum	\$16,500.00	\$16,500.00
005	201-52370	CLEARING RIGHT OF WAY	1	lump sum	\$21,127.90	\$21,127.90
006	202-02240	PAVEMENT REMOVAL	58	SYS	\$20.00	\$1,160.00
007	205-12108	STORM WATER MANAGEMENT BUDGET	1	lump sum	\$920.00	\$920.00
008	205-12616	STORMWATER MGMT IMPLEMENTATION	1	lump sum	\$750.00	\$750.00
009	207-08264	SUBGRADE TREATMENT, TYPE II	95	SYS	\$55.00	\$5,225.00
010	211-09264	STRUCTURE BACKFILL, TYPE 1	4	CYS	\$120.00	\$480.00
011	306-08034	MILLING, ASPHALT, 1 1/2 IN.	602	SYS	\$16.00	\$9,632.00
012	401-07328	QC/QA-HMA, 3, 70, SURFACE, 9.5 mm	50	TON	\$225.00	\$11,250.00
013	406-05520	ASPHALT FOR TACK COAT	1	TON	\$600.00	\$600.00
014	506-06333	PCCP PATCHING, FULL DEPTH	95	SYS	\$111.00	\$10,545.00
015	604-03643	BRICK PAVERS	41	SYS	\$280.00	\$11,480.00
016	604-06070	SIDEWALK, CONCRETE	74	SYS	\$199.00	\$14,726.00
017	604-08086	CURB RAMP, CONCRETE	68	SYS	\$298.00	\$20,264.00
018	604-12083	DETECTABLE WARNING SURFACES	11	SYS	\$385.00	\$4,235.00
019	<del>605-52807</del>	<del>CURB AND GUTTER, COMBINED</del>	<del>279</del>	<del>LFT</del>	<del>-</del>	<del>-</del>
020	621-98038	MULCH HARDWOOD SHREDDED BARK	6	CYS	\$70.00	\$420.00
021	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	9	LFT	\$125.00	\$1,125.00
022	715-09064	VIDEO INSPECTION FOR PIPE	9	LFT	\$5.00	\$45.00
023	720-45045	INLET, J10	1	EACH	\$3,200.00	\$3,200.00
024	720-45410	MANHOLE, C4	1	EACH	\$5,000.00	\$5,000.00
025	801-03290	CONSTRUCTION SIGN, C	4	EACH	\$225.00	\$900.00
026	801-06207	TEMP PVMNT MARKING, REMOVABLE, 4 IN.	1662	LFT	\$1.95	\$3,240.90
027	801-06211	TEMP PVMNT MARK, REMVBLE, ARROW	1	EACH	\$125.00	\$125.00
028	801-06640	CONSTRUCTION SIGN, A	15	EACH	\$195.00	\$2,925.00
029	801-06645	CONSTRUCTION SIGN, B	69	EACH	\$98.00	\$6,762.00



Letting Date: November 19th, 2020

Page 2 of 3

Project Title : 3rd & Indiana Signal Replacement

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
030	801-06775	MAINTAINING TRAFFIC	1	lump sum	\$20,000.00	\$20,000.00
031	801-07119	BARRICADE, III-B	36	LF	\$10.00	\$360.00
032	802-04089	SIGN, SHEET, REMOVE	7	EACH	\$28.00	\$196.00
033	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	1	EACH	\$48.00	\$48.00
034	802-07060	SIGN, SHEET, RELOCATE	1	EACH	\$60.00	\$60.00
035	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	30	SFT	\$14.00	\$420.00
036	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	45	SFT	\$33.00	\$1,485.00
037	802-09842	SIGN, SHEET, WITH LEGEND, 0.125 IN.	13	SFT	\$32.00	\$416.00
038	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	1	EACH	\$6,800.00	\$6,800.00
039	805-01479	CONTROLLER CABINET FND., MODIFIED	1	EACH	\$1,750.00	\$1,750.00
040	805-01579	MISCELLANEOUS EQUIP. TRAFFIC SIGNALS	1	lump sum	\$2,500.00	\$2,500.00
041	805-01842	HANDHOLE SIGNAL TYPE 1	4	EACH	\$1,000.00	\$4,000.00
042	805-01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	257	LFT	\$30.00	\$7,710.00
043	805-02087	TRANSPORT SALVAGEABLE SIGNAL EQUIP.	1	lump sum	\$240.00	\$240.00
044	805-02150	PED. SIGNAL HEAD, COUNTDOWN, 18 IN.	8	EACH	\$600.00	\$4,800.00
045	805-02445	CONTROLLER AND CABINET, P1	1	EACH	\$23,700.00	\$23,700.00
046	805-02645	SIGNAL POLE FOUND. 24" X 24" X 36"	5	EACH	\$600.00	\$3,000.00
047	805-08487	BACKPLATE, SIGNAL	5	EACH	\$125.00	\$625.00
048	805-09451	SIGNAL POLE, PEDESTAL, 15 FT	4	EACH	\$1,180.00	\$4,720.00
049	805-11385	SGNL CNTLVR STRUCT DRILL SHFT FND E SPEC	1	EACH	\$3,300.00	\$3,300.00
050	805-11393	SGNL CNTLVR STRUCT, DUAL ARM 35' SPEC	1	EACH	\$29,350.00	\$29,350.00
051	805-11817	PEDESTRIAN PUSH BUTTON, APS	8	EACH	\$950.00	\$7,600.00
052	805-12016	UNINTERRUPTIBLE POWER SUPPLY	1	EACH	\$7,350.00	\$7,350.00
053	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	5	EACH	\$620.00	\$3,100.00
054	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	110	LFT	\$2.50	\$275.00
055	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	260	LFT	\$1.60	\$416.00
056	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	910	LFT	\$1.72	\$1,565.20
057	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	580	LFT	\$1.90	\$1,102.00
058	805-99162	SIGNAL POLE, PEDESTAL, 11 FT	1	EACH	\$920.00	\$920.00
059	807-02782	LUMINAIRE MAST ARM 12 FT	1	EACH	\$2,000.00	\$2,000.00
060	807-86615	LMNR, RDWY, HIGH PRESS SDM, 250 WATT	1	EACH	\$800.00	\$800.00
061	807-86805	SERVICE POINT, I	1	EACH	\$1,500.00	\$1,500.00
062	807-86889	CBL POLE CIRCUIT THWN #10 CPPR STND 1/C	150	LFT	\$0.80	\$120.00
063	807-86910	CONNECTOR KIT, UNFUSED	1	EACH	\$38.00	\$38.00
064	807-86915	CONNECTOR KIT, FUSED	1	EACH	\$38.00	\$38.00
065	807-86930	INSULATION LINK, NON-WATERPROOFED	2	EACH	\$22.00	\$44.00
066	807-97237	WIRE #4 COPPER, IN PLASTIC DUCT, 4 1/C	150	LFT	\$4.00	\$600.00
067	808-03439	TRNSVRS MRK THERM CRSSWLK LN WHT 24"	297	LFT	\$16.00	\$4,752.00



Letting Date: November 19th, 2020

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Project Title : 3rd & Indiana Signal Replacement

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
068	808-06701	LINE, THERM, BROKEN, WHITE, 4 IN.	9	LFT	\$15.00	\$135.00
069	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	45	LFT	\$15.00	\$675.00
070	808-06711	LINE, PAINT, BROKEN, WHITE, 4 IN.	75	LFT	\$15.00	\$1,125.00
071	808-06713	LINE, PAINT, SOLID, WHITE, 4 IN.	332	LFT	\$5.00	\$1,660.00
072	808-06716	LINE, REMOVE	1250	LFT	\$0.98	\$1,225.00
073	808-11482	LINE, THERM, DOTTED, WHITE, 4 IN.	36	LFT	\$15.00	\$540.00
074	808-12046	LINE, PAINT, DOTTED, WHITE, 4 IN.	40	LFT	\$15.00	\$600.00
075	808-12448	CURB PAINTING	36	LFT	\$10.00	\$360.00
076	808-75297	THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	60	LFT	\$16.00	\$960.00
077	605-06120	CURB, CONCRETE	293	LFT	\$69.00	\$20,217.00

<b>TOTAL PROJECT BID:</b>	<b>\$333,555.00</b>
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## ESCROW AGREEMENT

### 3<sup>rd</sup> & Indiana Signal Replacement Project

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and E&B Paving, LLC, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the

delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or

certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works  
401 N. Morton Street, Suite 130  
Bloomington IN 47404  
Attn: Neil Kopper, Interim Transportation & Traffic Engineer

If to Escrow Agent:

First Financial Bank  
536 N. College Ave.  
Bloomington, IN 47404  
Attn: Cindy Kinnarney

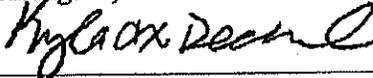
If to Contractor:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Attn: \_\_\_\_\_

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

**OWNER:**

City of Bloomington, Board of Public Works

By:   
Kyla Cox Deckard, President

**CONTRACTOR:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AUTHORIZATION TO RELEASE ESCROW FUNDS**

\_\_\_\_\_ (Date)

First Financial Bank  
536 N. College Avenue  
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned do forever discharge the Escrow Agent, and its employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

**THE ESCROW PARTIES:**

The City of Bloomington

Contractor

By: \_\_\_\_\_  
Neil Kopper, Interim Transportation and Traffic Engineer

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed and Approved By:

\_\_\_\_\_  
Scott Robinson, Director  
Planning and Transportation Department

Escrow Agent  
First Financial Bank

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

Dated: \_\_\_\_\_

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

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:** 3rd-Indiana Intersection Improvement Project

**Project Manager:** Neil Kopper & Matt Smethurst

**Project Description:**

This project will replace the traffic signal at the intersection of 3rd Street and Indiana Avenue to improve the pedestrian and vehicular signal infrastructure. The project also includes geometric updates to improve pedestrian accessibility.

This project is a permissible use of Tax Increment, satisfying all four factors of the Legal Department's TIF Test.

1. It is substantial and complex work that involves the addition of new parts.
2. The improved intersection should have increased value, as it will be safer and more accessible.
3. The improved intersection 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: May 28, 2019

End Date: December 31, 2021

**Financial Information:**

Estimated full cost of project:	\$399,030.00
Sources of funds:	
2016 GO Bond Series B	\$61,730.00
Consolidated TIF (Downtown)	\$337,300.00

**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	Design Contract	\$61,730.00	May 2019 – December 2021 <sup>1</sup>
2	Right-of-Way Acquisition	\$0	N/A
3	Construction	\$333,555.00	May 2021 – August, 2021

**TIF District:** Consolidated TIF (Downtown)

**Resolution History:** 20-80 Project Review and Approval Form  
 20-98 Approval of Construction Contract

*To Be Completed by Redevelopment Commission Staff:*

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

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

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