

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**January 19, 2021 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/95079766178?pwd=aWU1WitPTzJvTk14SEp4cGpEWGdMZz09>  
Meeting ID: 950 7976 6178  
Passcode: 758453*

- I. ROLL CALL**
- II. READING OF THE MINUTES** –January 4, 2021
- III. EXAMINATION OF PAYROLL REGISTERS**–December 31, 2020 for \$33,770.26
- IV. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director's Report
  - B. Legal Report
  - C. Treasurer's Report – IU Health Hospital Site Master Plan Presentation
  - D. Business Development Updates
- VI. NEW BUSINESS**
  - A. Resolution 21-04: Approval of Public Art Agreement with Snebtor LLC for the Trades District Parking Garage
  - B. Resolution 21-05: Approval of 1<sup>st</sup> Amendment to Agreement for Architectural and Engineering Services with Axis Architecture Interiors
  - C. Resolution 21-06: Approval of First Amendment to Agreement for Environmental Services with Little River Consultants
- 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, January 4, 2021, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <https://catstv.net/m.php?q=9105>***

**I. ROLL CALL**

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

Commissioners Absent: None

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

Others Present: Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic & Sustainable Development; Philippa Guthrie, Corporation Counsel

**II. READING OF THE MINUTES** – Nicholas Kappas to approve the December 21, 2020, minutes. Cindy Kinnarney seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIMS** – David Walter moved to approve the December 24, 2020, claim register for \$1,608,454.45. Cindy Kinnarney seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Cindy Kinnarney moved to approve the December 18, 2020, payroll register for \$34,390.02. Nicholas Kappas seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

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

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

**C.** Treasurer's Report. Jeff Underwood was not available to answer questions.

**D.** Business Development Updates: Alex Crowley reported the Economic Development Administration (EDA) preliminarily awarded \$3.5 million of the City's requested \$6 million grant. The award is not yet final, and the City is looking into options for the remaining \$2.5 million needed for the project's approval. Crowley explained some of the options the City is looking into which includes securing philanthropic monies to fill the \$2.5 million gap; shrinking the building from its original size in order to fit the budget; taking the concept and putting it into another building such as the Showers Administration Building. There is a small possibility that there is an ability to condo out part of the building. Crowley said all options are being evaluated.

**VI. NEW BUSINESS**

**A.** Election of Officers: David Walter moved to continue with the current officers. Don Griffin, President; David Walter, Vice-President; and Cindy Kinnarney, Secretary. Cindy Kinnarney seconded the motion. The motion passed unanimously.

**B.** Resolution 21-01: Approval of 2021 RDC Meeting Schedule.

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

David Walter moved to approve Resolution 21-01 via roll-call vote. Nicholas Kappas seconded the motion. The motion passed unanimously.

- A.** Resolution 21-02: Approval of Maintenance for RDC Owned Property. Larry Allen stated this is an annual resolution to authorize staff to receive, process, and approve invoices to expend funds on utility bills and maintenance costs associated with RDC owned property. Invoices for maintenance costs that are more than \$5,000 must be specifically approved by the RDC in advance of the expenditure. In the event that a utility bill exceeds \$2,500, staff will inform the RDC at its next scheduled meeting. Funds are expended from a revenue account and not the Consolidated TIF.

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

David Walter moved to approve Resolution 21-02 via roll-call vote. Cindy Kinnarney seconded the motion. The motion passed unanimously.

- B.** Resolution 21-03: Approval of Lease Amendment for New Hope. The RDC closed on parcels of property as part of the Old Hospital site Project located at 301, 303, 303 ½, 311, 313 and 409 West 2<sup>nd</sup> Street. Those parcels are currently occupied by a tenant, New Hope Family Shelter, Inc. Philippa Guthrie said that as part of the assumption of the leases, City staff have negotiated amendments to the leases. The lease amendments remove provisions of the lease that were not applicable to the RDC, update the payment and notice addresses, and extend the terms of the leases through March 31, 2022, after which the leases will continue month-to-month.

Kappas asked whether the month-to-month lease term conflicted with the requirement that the parties each give 90 days of notice prior to termination. Guthrie explained that the month-to-month term indicated there was not a full multiyear or yearly lease term, but that the 90-day notice would still have to be provided.

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

Cindy Kinnarney moved to approve Resolution 21-03 via roll-call vote. David Walter seconded the motion. The motion passed unanimously.

Don Griffin adjourned the meeting at 5:35 p.m.

**C. BUSINESS/GENERAL DISCUSSION**

**D. ADJOURNMENT**

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

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

\_\_\_\_\_  
Date

# RDC Update

January 19, 2021



BLOOMINGTON  
HOSPITAL SITE  
REDEVELOPMENT



CITY OF  
BLOOMINGTON

# Master Plan: Skidmore, Owings & Merrill (SOM)

- Final plan completed and delivered as of 1/12/2021.
  - Last draft presented to City Council on 11/18/2020.
- Full plan can be found at [bloomingtonhospital.com/resources](https://bloomingtonhospital.com/resources)
- No surprises!
  - The recommendations are congruent with each step of development.



# Sections of the Master Plan

1. Project overview
2. Community feedback: stakeholder input/public engagement
3. Planning framework
4. Public realm + landscape guidelines [30,000-foot view]
- 5. Infrastructure**
- 6. Implementation**

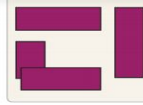


# 2021: Two Key Critical Path Work Streams

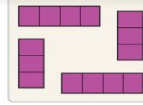
1. Phase 1 of civil infrastructure design
  - a. *Reminder:* parallel track with 1st Street grant-funded improvements
2. Kohr Building redevelopment due diligence



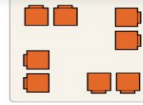
# Site Recap



**mid-rise apartment**  
50-80 du/ac



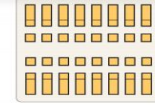
**low-rise apartment**  
30-45 du/ac



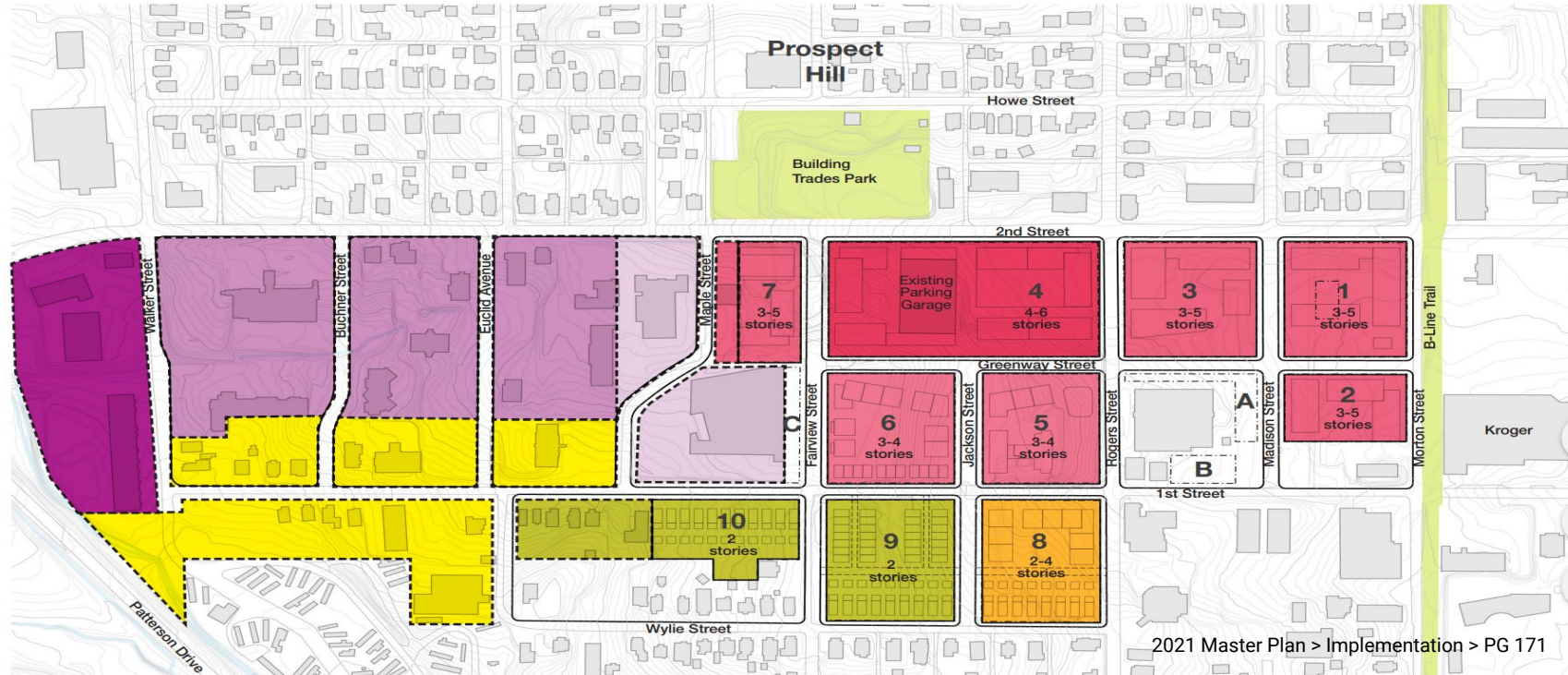
**fourplex**  
14-16 du/ac



**townhouse**  
10-20 du/ac



**small lot single-family**  
10-12 du/ac





# SB Friedman: Economic Benefits

## Preliminary Estimate of Redevelopment Market Value

### Low Estimate

Use	Unit Count	GSF / Unit	Total GSF	Estimated Value / Unit	Estimated Value / SF	Total Estimated Value [1]	Valuation Approach
Single Family	28			\$410,000		\$11,500,000	Sales Comparison
Townhome	39			\$210,000		\$8,200,000	Sales Comparison
Multi-Family	375	1,100			\$204	\$84,200,000	Income Based
Multi-Family Affordable	187	1,100			\$102	\$21,000,000	Income Based
Early Phase Retail / Commercial			43,000		\$210	\$9,000,000	Income Based
Future Retail / Commercial			207,000		\$200	\$41,400,000	Income Based
Arts / Culture			31,000		\$300	\$9,300,000	Cost Approach
<b>Estimated Total Value</b>						<b>\$184,600,000</b>	

[1] In 2021 dollars, rounded to \$100,000

All estimates are preliminary

Nominal Variation - Unit Counts & Unit GSF Differ

### High Estimate

Use	Unit Count	GSF / Unit	Total GSF	Estimated Value / Unit	Estimated Value / SF	Total Estimated Value [1]	Valuation Approach
Single Family	28			\$410,000		\$11,500,000	Sales Comparison
Townhome	39			\$210,000		\$8,200,000	Sales Comparison
Multi-Family	465	1,000			\$204	\$94,900,000	Income Based
Multi-Family Affordable	232	1,000			\$102	\$23,700,000	Income Based
Early Phase Retail / Commercial			43,000		\$210	\$9,000,000	Income Based
Future Retail / Commercial			207,000		\$200	\$41,400,000	Income Based
Arts / Culture			31,000		\$300	\$9,300,000	Cost Approach
<b>Estimated Total Value</b>						<b>\$198,000,000</b>	

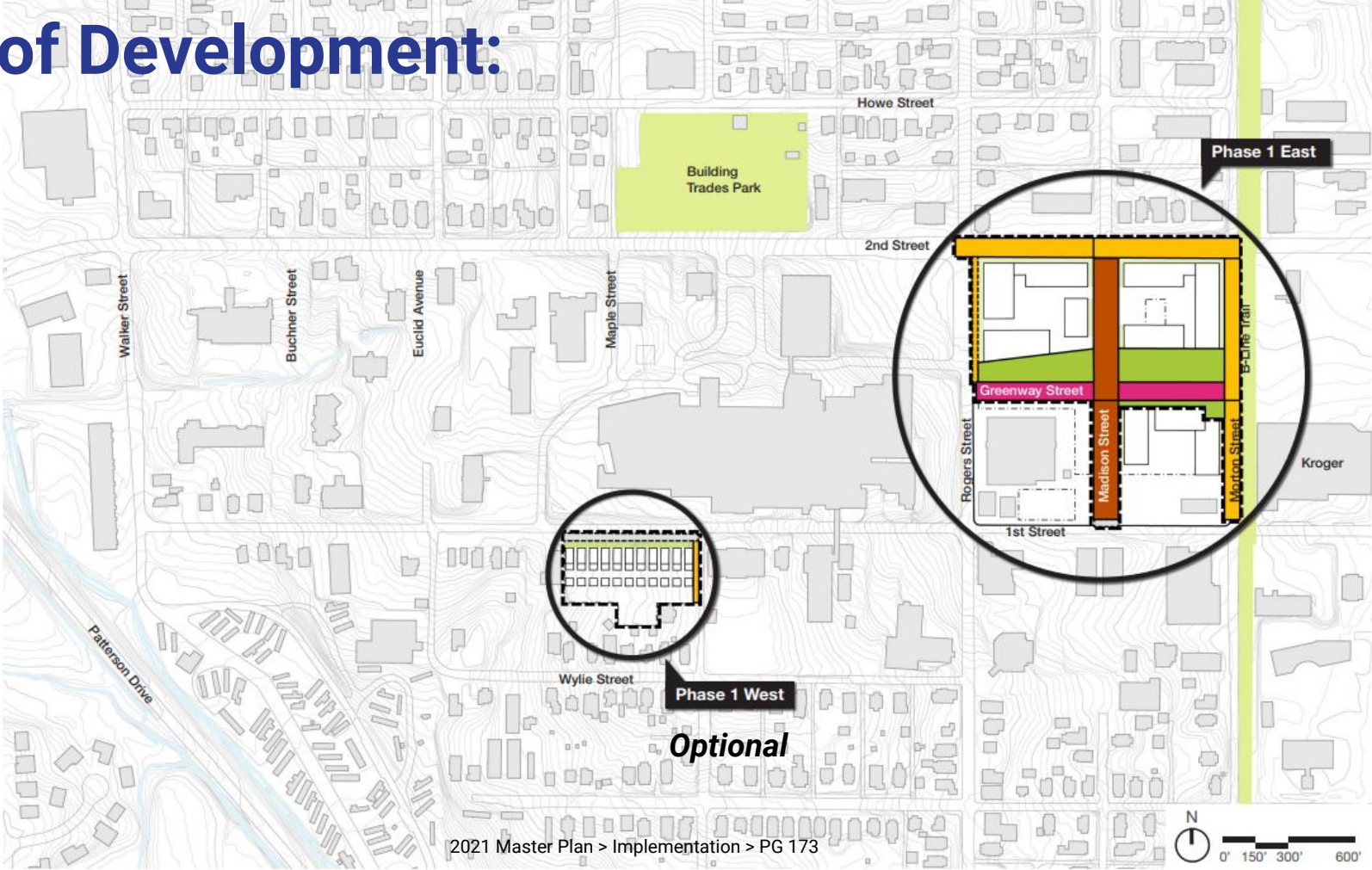
[1] In 2021 dollars, rounded to \$100,000

All estimates are preliminary

**Estimated Tax Revenue  
ROI**

**~\$1.5MM/year at full  
buildout**

# Phases of Development: Phase 1



# Customary Methodology for Phased Development

Process steps:

- Real estate condition assessment (environmental)
- Real estate title review & transfer (legal & RDC)
- Infrastructure evaluation and design against Master Plan guide
- Planning review against UDO
- Development

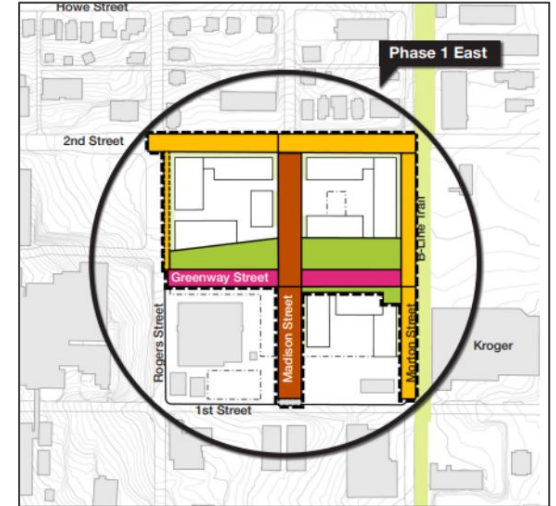
In aggregate, conduct all **due diligence** preceding construction



# Methodology Applied to Phase 1

Process steps:

- ✓ Real estate being assessed currently
- ✓ Real estate transfer already underway
- **Infrastructure evaluation and design**
- **Planning review**
- **Development**



# 2021: Two Key Critical Path Work Streams

## 1. Phase 1 of civil infrastructure design

a. *Reminder:* parallel track with 1st Street grant-funded improvements

## 2. Kohr Building redevelopment due diligence



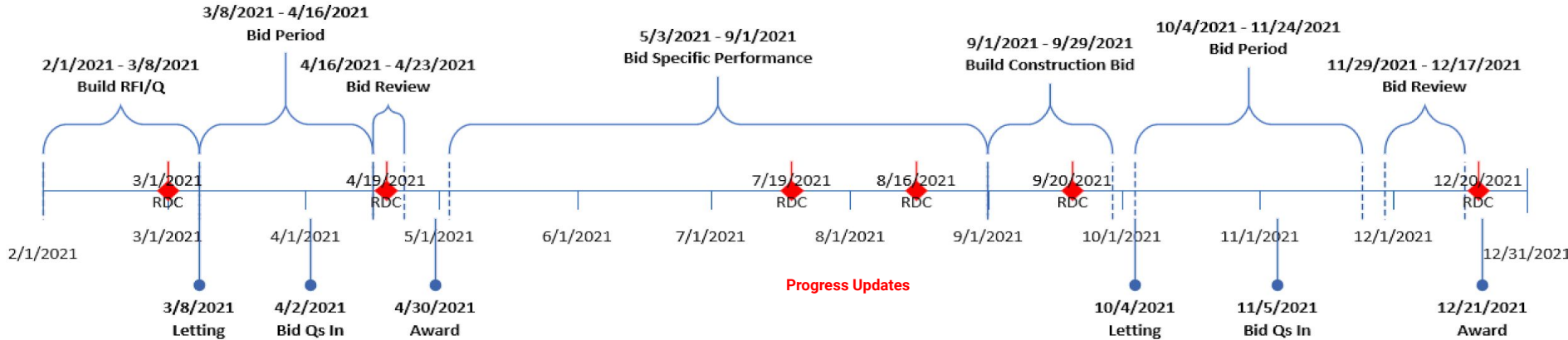
# Critical Path in 2021: RDC role

**NEED:** Commence PVA infrastructure study/design for Phase 1 redevelopment area

**ACTION:** Build and release RFI/RFQ

**ISSUER:** City Engineering Department (on behalf of RDC)

**TIMELINE:** Subject to RDC meeting schedule

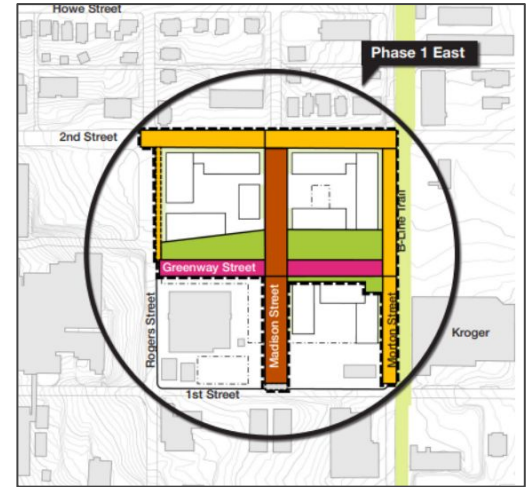


# Phase 1 Infrastructure: Projected Cost & Engineering Estimate

Work Scope	SOM Low Est.	SOM High Est.
Site Work	\$1,162,900	\$1,285,400
Existing Street Improvements	\$2,661,300	\$2,941,400
New Street Installation	\$1,868,500	\$2,065,100
New Pedestrian Street	\$2,361,100	\$2,609,700
New Greenway	\$3,429,600	\$3,790,600
<b>Estimate Total</b>	<b>\$11,483,400</b>	<b>\$12,692,200</b>

Infrastructure Design  
Engineering Est (~10%)

**\$1,000,000**



# Project Review Form refresh

- Currently RDC \$10MM authorized for project
- Committed costs: \$8,834,000 (all commitments to date incl.)
- Phase 1 infrastructure design @ ~\$1MM





# 2021: Two Key Critical Path Work Streams

1. Phase 1 of civil infrastructure design
  - a. *Reminder:* parallel track with 1st Street grant-funded improvements
- 2. Kohr Building redevelopment due diligence**



# Critical Path in 2021: Kohr Building Proforma

The main questions immediately ahead:

- Can we find a partner to redevelop the building?
- How does the hospital demo timetable impact that development plan?
- What constitutes/demonstrates carry-through capacity?
  - RFQ/RFI process
  - Has partner completed adequate design study and due diligence?
  - Financing/LIHTC processes, submissions, timing
  - **Decision by end of 2021 for 2022 GNG**



# Kohr Building Complexities & Risks

Awaiting turn over from IUH ~ Connectivity to hospital & precision demo ~ Redevelopment options



2021 Master Plan > Planning Framework > PG 41



2021 Master Plan > Public Realm & Landscaping > PG 111

Thank you!

Questions?



BLOOMINGTON  
HOSPITAL SITE  
REDEVELOPMENT



CITY OF  
BLOOMINGTON

**21-04  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PUBLIC ART AGREEMENT WITH SNEBTOR LLC FOR THE  
TRADES DISTRICT PARKING GARAGE**

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

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

WHEREAS, the City of Bloomington Common Council voted to move forward with bonding for the Trades District Garage in Council Resolution 18-25, which the RDC certified in its own Resolution 19-06; and

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

WHEREAS, City staff have negotiated an agreement with Snebtor LLC, the company for artist Esteban Garcia Bravo, for the inclusion of public art in the Trades Garage in amount that shall not exceed Seventy-Five Thousand Dollars (\$75,000.00) (“Agreement”), which is attached to this Resolution as Exhibit A; and

WHEREAS, there are sufficient funds in both the Consolidated TIF and 2019 Trades District Garage Bond Proceeds to pay for the Services pursuant to the terms of the Agreement for the Project; and

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

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

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

3. The RDC hereby approves the Agreement with Snebtor LLC attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) to pay for the public art and related structure for the new Trades District Parking Garage, pursuant to the terms of the Agreement.
4. The Payment authorized above may be made from either the 2019 Trades District Garage Bonds (Account: 983-15-151903-54510) or the Consolidated TIF (Downtown Area Account: 439-15-159002-53990). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2021.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
AND  
SNEBTOR LLC FOR  
PUBLIC ART IN TRADES DISTRICT GARAGE**

This Agreement, entered into on this 6 day of January, 2021, by and between the City of Bloomington and its Redevelopment Commission (collectively the “City”), and Snebtor, LLC (“Artist”);

**WITNESSETH:**

WHEREAS, the City wishes to highlight the role of public art in the community by addition of a public art work in the Trades District Garage; and

WHEREAS, the City requires the services of a professional Artist in order to design, fabricate and install art in Trades District Garage (the “Services” as further defined below); and

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

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

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

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

**Article 1. Scope of Services**

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

**Article 2. Artist’s Obligations**

2.1 Artist 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 3.

- 2.2 Artist shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.
- 2.3 In the performance of Artist's work, Artist agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Sean Starowitz as the City's Project Manager. Artist agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Artist for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.
- 2.2 The Artist shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the City as set forth in this Agreement. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artist's proposal shall be reviewed by the City or its designee, as necessary, for approval by the City to ensure compliance with these objectives.
- 2.3 The Artist shall prepare the Artwork design and corresponding budget as provided in Article 5 of this Agreement for the approved proposal.
- 2.4 Prior to submitting a Final Design, the Artist will gain an understanding of the Site's unique characteristics and coordinate with the City or its designee, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation.
- 2.5 Throughout the Project, the Artist shall provide the City or its designee sufficient detail to permit the City to determine compliance with applicable local, state or federal laws, ordinances and/or regulations, and to obtain any necessary approvals.
- 2.6 The Artist shall complete the installation of the Artwork by the scheduled date as provided in Article 7 of this Agreement.
- 2.7 The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.
- 2.8 The Artist shall arrange the transportation and installation of the Artwork in consultation with the City or its designee. If the Artist does not personally install the Artwork, the Artist shall supervise and approve the installation. The Artist is responsible for the installation of the Artwork and for any repair or replacement of any of the site's components that are damaged or negatively impacted as part of the installation.
- 2.9 The Artist shall provide the insurance specified in Article 21 and **Exhibit G**, attached hereto and made a part of this Agreement.
- 2.10 The Artist shall provide the City with a list of all subcontractors and a copy of the agreement between the Artist and each subcontractor.



- 2.11 The Artist shall provide a maintenance manual with a written description of all materials and products utilized in the Artwork and the required care and upkeep involved (“Maintenance Manual”), which shall be attached and incorporated into this Agreement as Attachment 3.
- 2.12 The Artist shall provide photographic documentation of the Artwork as requested by the City.
- 2.13 The Artist shall be available with reasonable advance notice for meetings, ceremonies, and the like, as necessary.
- 2.14 The Artist acknowledges that, except as otherwise provided herein, until final acceptance of the Artwork by the City under Article 10, any injury to property or persons caused by the Artist’s Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist’s Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist’s Artwork, regardless of where such loss occurs.

**Article 3. Standard of Care**

Artist shall be responsible for completion of the Services in a manner to meet the professional standards consistent with the Artist’s profession in the location and at the time of the rendering of the services. Artist shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances. The City shall not unreasonably withhold its approval as to the adequacy of Artist’s performance. Upon notice to Artist and by mutual agreement between the parties, Artist will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 4. City of Bloomington’s Obligations**

- 4.1 The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- 4.2 The City shall be responsible for providing the Artist, at no expense to the artist, copies of existing designs, drawings, and reports, a list of required permits, licenses, and other authorizations, and other existing relevant data, if any, which is needed by the Artist in order to perform.
- 4.3 The City shall be responsible for compliance with applicable laws and regulations with the exception of required licenses, permits and similar authorizations required to be secured by the Artist under Article 2.7, and shall explain any limitations imposed by such laws and/or regulations to the Artist.

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

#### **Article 5. Budget and Compensation**

- 5.1 The final budget to be prepared by the Artist pursuant to the provisions of this Article shall include all goods, services and materials, with such costs itemized. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
- 5.2 Upon approval by the City, the budget shall be incorporated into and made a part of this Agreement by reference as part of Exhibit A-1.
- 5.3 The City shall pay Artist for all fees and expenses in an amount not to exceed a total of Seventy-Five Thousand Dollars (\$75,000.00) based on the fee payment schedule set forth in Exhibit C. The final budget to be prepared by the Artist pursuant to the provisions of this Article shall include all goods, services and materials, with such costs itemized. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
- 5.4 Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Artist within forty-five (45) days of receipt of invoice. Artist 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.
- 5.5 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:  
  
Sean Starowitz  
City of Bloomington  
401 N. Morton, Suite 150  
Bloomington, Indiana 47404
- 5.6 Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed,

or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

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

**Article 6. Appropriation of Funds**

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

**Article 7. Schedule**

Artist shall submit a proposed schedule, which will be attached to this Agreement as Exhibit C, for the fabrication and installation of the Artwork, including a schedule for submission of progress reports and inspections, if any, to the City for approval. Artist shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 8. Design**

8.1 Concept/Schematic

- a. Within 30 days of the execution of this Agreement, the Artist shall submit to the City's Project Manager the proposed design (the "Schematic Design") in the form of detailed color drawings, models, and/or other documents as are required to present a meaningful representation of the Artwork. The Schematic Design will include a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the installation of the Artwork at the Site and any site preparations that may be required by the City including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary within a reasonable cost and as required by the City. The Schematic Design shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved. The Schematic Design of the Artwork shall be incorporated into and made a part of this Agreement by reference as Attachment 1.
- b. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense.
- c. The Schematic Design must include sufficient detail to permit the City to determine compliance with applicable local, state or federal laws, ordinances and/or regulations.

- d. When the Artist submits the Schematic Design to the City or its designee for approval, the Artist shall also submit a detailed budget for approval for the design, fabrication and installation of the Artwork, including costs for Site preparation, as described in Article 5 of this Agreement.

## 8.2 Approval

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

## 8.3 Redesign

- a. If the City disapproves of the Schematic Design, the City or its designee will notify the Artist in writing of the reasons for such disapproval. In such event, the Artist will submit a Revised Design within 10 days after City staff has notified the Artist of its disapproval, addressing the identified reasons. This process shall continue until the City approves the Revised Design. The Artist will not be paid additional fees for the Revised Design(s).
- b. The Revised Design will reflect changes made to address the stated reasons for disapproval, as well as any adjustments in the budget or schedule that may be necessary. The City or its designee shall notify the Artist in writing whether the City approves or disapproves of the Revised Design within 10 days after the Artist submits the Revised Design.
- c. If the Artist refuses to revise the Schematic Design pursuant to Article 8.3(a), or if the Artist fails to adequately revise the Schematic Design in the judgment of the City, this Agreement shall terminate and the parties shall be under no further obligation to each other as of the date of such termination. The effective date of termination shall be the date the City submits its written disapproval of the Revised Design to the Artist. The City shall submit to the Artist a written termination notice with the disapproval. The termination notice shall advise the Artist that this Agreement has been terminated pursuant to this Article. The termination notice shall notify the Artist that the Artist is entitled to retain the compensation paid prior to the termination date, and that the Parties are under no further obligation to each other. The termination notice shall confirm that the Artist shall retain ownership of all Schematic Designs, Revised Designs and renderings thereof submitted hereunder.

#### 8.4 Final Design/Construction Documents

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

#### **Article 9. Installation**

- 9.1 Upon the City’s final approval of the fabricated Artwork as being in conformity with the Final Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the agreed-upon schedule.
- 9.2 The Artist will coordinate closely with the City or its designee to ascertain that the Site is prepared to receive the Artwork. The Artist must notify the City or its designee of any adverse conditions at the Site that would affect or impede the installation of the Artwork.
- 9.3 The Artist is responsible for timely installation of the Artwork. Site access procedures will be identified in coordination with the development of the Artwork design and installation schedule. The Artist may not install the Artwork until authorized to do so by the City.
- 9.4 The Artist will inform the City of the intent to enter into subcontracts for any part of the installation of the Artwork.
- 9.5 The Artist and any assistants or installation subcontractors shall, at the discretion of the City, participate in safety training classes for the purpose of accessing construction zones or the City rights-of-way.
- 9.6 The Artist shall supervise the installation of the Artwork.
- 9.7 Upon installation of the Artwork, the Artist shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork (“Maintenance Manual”), along with product data sheets for any material or finish used.
- 9.8 Upon written acceptance of the installation by the City in accordance with the provisions of

Article 10 herein, the Artwork shall be deemed to be in the custody of the City for purposes of Article 2.14 and Article 10 of this Agreement.

- 9.9 The City is responsible for the proper care and maintenance of the Artwork after written acceptance of the installation.

#### **Article 10. Approval and Acceptance**

- 10.1 The Artist shall notify the City in writing when all services have been completed in substantial conformity with the requirements of this Agreement and that the Artwork is ready for approval and acceptance.
- 10.2 The City shall, within 10 days after the Artist submits written notice pursuant to Article 10.1, notify the Artist of its final acceptance of the Artwork. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Final Design, and that the City confirms that all services as required of the Artist have been completed.
- 10.3 If the City disputes that all the services have been performed, the City or its designee shall notify the Artist in writing of those services the Artist has failed to perform within 10 days after the Artist submitted written notice pursuant to Article 10.1 above. The Artist shall promptly perform those services indicated by the City.
- 10.4 If the Artist disputes the City's determination that not all services have been performed, the Artist shall submit reasons in writing to the City or its designee within 10 days of the City's notification. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the City.
- 10.5 Upon the resolution of any disputes that arise under this Article 10, the City or its designee shall notify the Artist of its final acceptance of the Artwork.
- 10.6 After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the City and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork. The City or its designee shall be solely responsible for coordinating public information materials and activities related to public presentations.

#### **Article 11. Artist's Representations and Warranties**

##### **11.1 Warranties of Title**

11.1.1 The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist.
- b. Except as otherwise disclosed in writing to the City, the Artwork is unique and

- original and does not infringe upon any copyright or the rights of any person.
- c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.
- e. The Artwork is free and clear of any liens from any source whatsoever.
- f. All Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
- g. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
- h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, and ordinances, and with all necessary care, skill, and diligence.

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

## **11.2 Warranties of Quality and Condition**

The Artist represents and warrants that:

- 11.2.1 All work will be performed in accordance with professional standards consistent with the profession in the location and at the time of the rendering of the services and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the City under Article 10.
- 11.2.2 The Artwork and the materials used are not currently known to be harmful to public health and safety.
- 11.2.3 Reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Article 9.7.
- 11.2.4 If within one year after Final Acceptance the City observes any breach of warranty described in this Article 11.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.
- 11.2.5 If within one year after Final Acceptance, the City observes a breach of warranty described in this Article 11.2 that is not curable by the Artist, the Artist shall be responsible for reimbursing the City for damages, expenses, and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Article 11.2 of this Agreement.

- 11.2.6 If after one year following Final Acceptance the City observes any breach of warranty described in this Article 11.2 that may be curable by the Artist, the City, at its discretion, has the option to either:
- a. Contact the Artist to make or supervise repairs or restorations at a reasonable fee; or
  - b. Seek the services of a qualified restorative conservator and maintenance expert.

### **11.3 Acceptable Standard of Display**

11.3.1 The Artist represents and warrants that:

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

11.3.2 The warranties in Article 11.3.1 are conditional, and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

### **11.4 Maintenance**

11.4.1 In accordance with Article 2.11, the Artist shall provide the City with a detailed Maintenance Manual with a description of all materials and products utilized in the Artwork and instructions for the required care and upkeep necessary to maintain the Artwork. The City recognizes that maintenance will be a regular part of the upkeep on the Artwork, and the City will be solely obliged to maintain the Artwork after Final Acceptance, as defined and outlined in Article 10. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restoration to the Artwork will be made. To the extent practical and if the Artist has maintained current address and contact information with the City, the City shall give the Artist an opportunity to consult on repairs or restorations in addition to those



described in the Maintenance Manual during the ten (10) years following Final Acceptance of the Artwork.

**Article 12. Termination**

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

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Artist. Artist shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Artist 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 Artist'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 Artist in connection with this Agreement shall become the property of the City, as set forth in Article 16 herein.

**Article 13. Identity of the Artist**

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

**Article 14. Opinions of Probable Cost**

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

**Article 15. Reuse of Instruments of Service**

All documents, including but not limited to, drawings, specifications and computer software prepared by Artist 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 Artist will be at the City's sole risk and without liability or legal exposure to Artist. The City shall indemnify, defend, and hold harmless the Artist against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

**Article 16. Ownership of Documents and Intellectual Property**

- 16.1 All documents, drawings and specifications, including digital format files, prepared by Artist and furnished to the City as part of the Services shall become the property of the City for possible exhibition. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Artist.
- 16.2 In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate two-or three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.
- 16.3 The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, exhibition catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner. All reproductions by the City shall contain a credit to the Artist in substantially the following form: [Artist's name, Artwork title, date of publication].
- 16.4 The Artist shall, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.
- 16.5 If the City wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.
- 16.6 The City is not responsible for any third party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of the Artist.

**Article 17. Artist's Rights and Alteration or Removal of Artwork**

- 17.1 The Artist retains all rights under state and federal laws, including §106A of the Copyright Act of 1976.
- 17.2 The City agrees that it will not intentionally alter, modify, change, destroy, damage, remove, or relocate the Artwork without first notifying the Artist. The City shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The City shall make a reasonable effort to maintain the integrity of the Artwork.
- 17.3 If any alteration or damage to the Artwork occurs, or the Artwork is removed or relocated, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the City shall remove the identification plaque and all attributive references to the Artist at its own expense within 30 days of receipt of the written request. No provision of this Agreement

shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such written request. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

17.4 Article 17 is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

**Article 18. Permanent Record**

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

**Article 19. Independent Contractor Status**

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

**Article 20. Indemnification**

Artist shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City 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 Artist or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 21. Insurance**

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary

insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

**Article 22. Conflict of Interest**

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

**Article 23. 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 24. 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 25. Assignment**

Neither the City nor the Artist 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 26. Third Party Rights**

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

**Article 27. 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 28. Non-Discrimination**

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

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

**Article 29. Compliance with Laws**

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

**Article 30. E-Verify**

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

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

Artist shall require any subcontractors performing work under this contract to certify to the Artist that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify

program.

Artist shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 31. Steel or Foundry Products**

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

31.2 Domestic Steel products are defined as follows:

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

31.3 Domestic Foundry products are defined as follows:

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

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

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

**Article 32. Notices**

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

**City:**

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

**Artist:**

Esteban Garcia Bravo/Snebtor LLC  
279 Littleton Street  
West Lafayette, Indiana 47906

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

**Article 33. Intent to be Bound**

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

and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 34. Integration and Modification**

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

**Article 35. Non-Collusion**

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

**SNEBTOR LLC**

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

  
\_\_\_\_\_  
Esteban Garcia Bravo, Artist

**CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION**

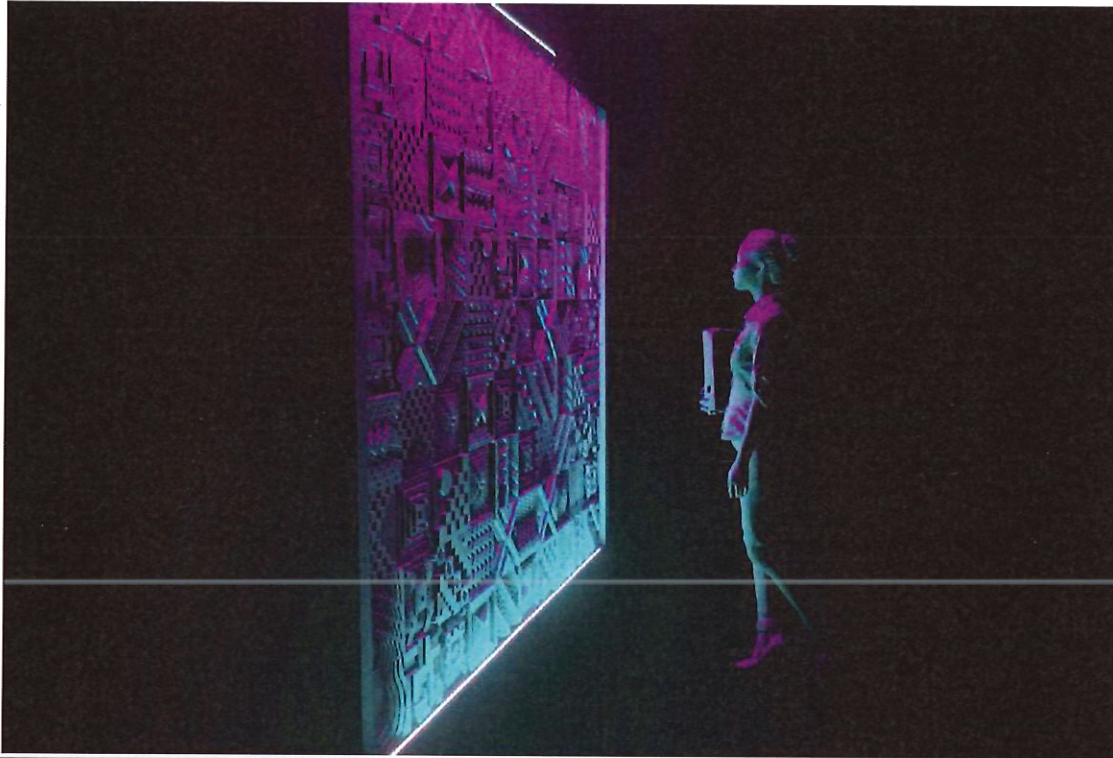
\_\_\_\_\_  
Donald Griffin, President

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

## EXHIBIT A

### Proposal

The Services shall include the following:



**EXHIBIT A-1**  
**Budget**

# Budget

**Artist's fees**

Artist assistant (3D modeling)	\$ 2,000.00
Site visits (8)	\$ 800.00
Documentation	\$ 600.00
Honorarium	\$ 4,100.00

**Artist's fees total**

\$ 7,500.00

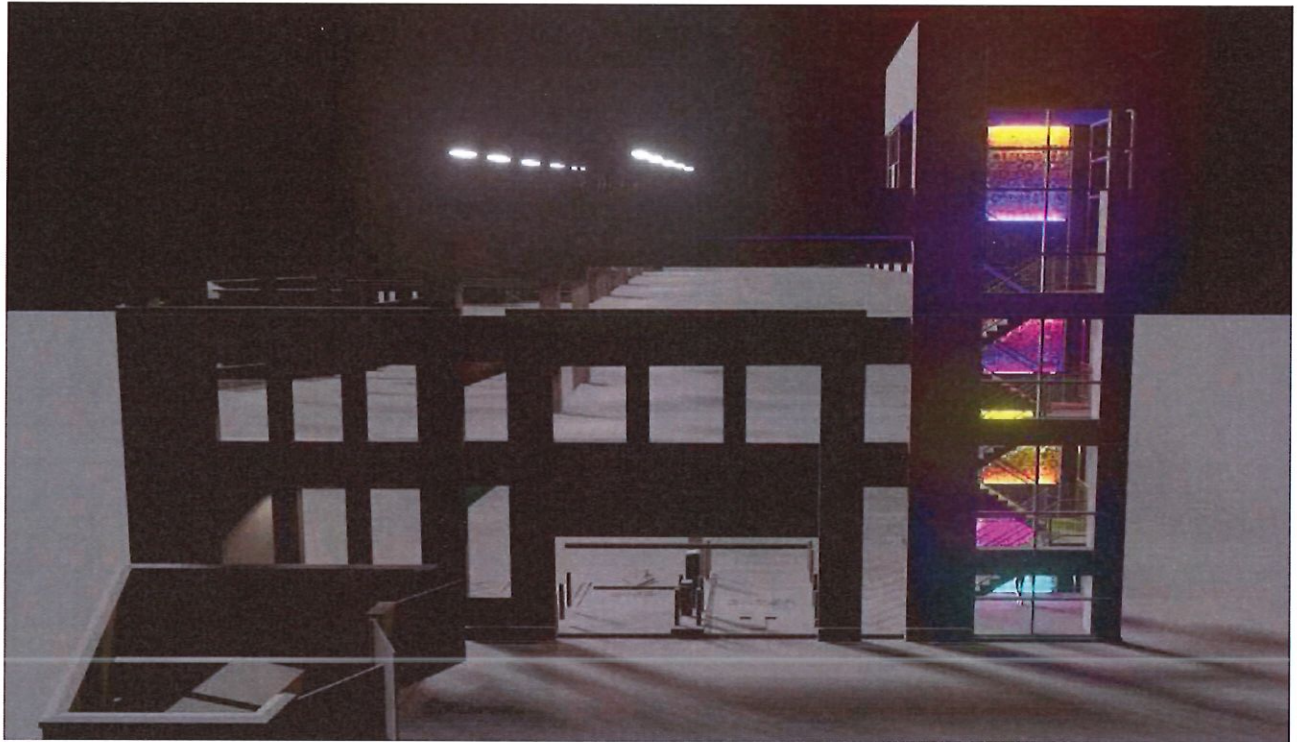
**Price breakdown for Fabrication (Weber group)**

Programing and shop drawings	\$ 4,312.00
WGI Management/Overhead	\$ 1,305.00
Milling of HDU material	\$ 24,614.00
Casting of panels in urethane plastic	\$ 21,257.00
Lighting	\$ 7,272.00
Shipping/Install	\$ 8,740.00

**Grand Total** \$ 75,000.00

Electrical supply not included by electrician

**EXHIBIT B**  
**Trades District Garage Site**



**EXHIBIT B (cont.)**

**EXHIBIT C**  
**Project and Payment Schedule**

**Payment Schedule**

Target Item	Payment Percentage
1. Approval of Detailed Designs and Construction Plan	30% Payment (\$22,500.00)
2. Approval of Final Drawings and Project Model/Rendering	30% Payment (\$22,500.00)
3. Fabrication Approval and Invoice	30% Payment (\$22,500.00)
4. Final Acceptance	10% Payment (\$7,500.00)

**EXHIBIT D**  
**Principal Personnel**

- Snebtor LLC, Esteban Garcia Bravo
  - Alex Whaley, Artist Assistant
- Subcontractor – Weber Group
  - Weber Personnel:
    - Jim Doiron – Director of Specialty Fabrication / Partner
    - Rusty Rustad – Project Manager
    - Billy Boyd – Technical Director
    - Jerry Hodge – 3D Modeling
    - Brad Stivers – Creative Director

EXHIBIT E

STATE OF INDIANA )  
 )SS:  
COUNTY OF )

E-VERIFY AFFIDAVIT

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

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

*[Signature]*  
 Signature  
ESTEBAN GARCIA BRAVO  
 Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the day of \_\_\_\_\_ execution of the foregoing this \_\_\_\_\_, 2021.

*Nicole J. DeCriscio Bone*  
 Notary Public's Signature  
Nicole J. DeCriscio Bone  
 Printed Name of Notary Public

My Commission Expires: 3/9/2028  
 County of Residence: Monroe  
 Commission Number: NP0725700







**Exhibit G  
Proof of Insurance**

**[Attached]**

**Exhibit G**  
**Proof of Insurance**

**[Attached]**

**Attachment 1  
Schematic  
Design**

**[Attached]**

**Attachment 1  
Schematic  
Design**

**[Attached]**

**Attachment 2  
Final Design**

**[Attached]**

**Attachment 2  
Final Design**

**[Attached]**





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

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** Trades District Garage

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

**Project Description:**

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

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

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



**21-05  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF 1<sup>ST</sup> AMENDMENT TO AGREEMENT FOR ARCHITECTURAL AND  
ENGINEERING SERVICES WITH AXIS ARCHITECTURE INTERIORS, LLC FOR  
ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) CARES ACT GRANT**

- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center in the Trades District (“Project”); and
- WHEREAS, the grant application for the Project required the City to provide a “Preliminary Engineering Report” (“PER”) on the design and construction of the Project in order that the EDA may conduct an engineering review as part of its grant approval process; and
- WHEREAS, Step 3 of the Project was identified as Architecture & Engineering (Pre-App); and
- WHEREAS, the City issued an RFQ soliciting proposals from qualified architectural and engineering firms to assist the City in preparing the PER (Phase I of the Project), and if the Project is awarded an EDA grant, to design the Tech Center building (Phase II of the Project); and
- WHEREAS, Staff identified Axis Architecture Interiors, LLC (Axis) as the best provider of the Services, and negotiated an Agreement with Axis, which is attached to this Resolution as Exhibit A, and the RDC approved the Agreement at its meeting on August 31, 2020; and
- WHEREAS, the Agreement was for an amount not to exceed Thirty-Eighty Thousand Dollars (\$38,000.00) for Phase I and Axis has fully performed the services in the original scope of work; and
- WHEREAS, the submitted application proposed a total project cost of Seven Million Eight Hundred Thirty-Three Thousand Five Hundred Dollars (\$7,833,500.00), of which Two Million Dollars (\$2,000,000.00) is the RDC matching contribution in the approved Project Review and Approval Form; therefore, the City requested an EDA grant totaling Five Million Eight Hundred Thirty-Three Thousand Five Hundred Dollars (\$5,833,500.00); and
- WHEREAS, the EDA sent the City a “Merits Further Consideration” letter in December that indicated the application has moved to a second stage of the process, sought additional information, and stated that if the grant is ultimately approved, it would be in the amount of Three Million Five Hundred Twenty-Five Thousand Seventy-Five Dollars (\$3,525,075), and

WHEREAS, the EDA's proposed grant amount is less than the City requested by an estimated Two Million Three Hundred Eight Thousand Four Hundred Twenty-Five Dollars (\$2,308,425.00)), and

WHEREAS, City staff have evaluated all possible options for addressing the funding gap and have determined that the best course of action is to reduce the size and scope of the proposed tech center; and

WHEREAS, Axis is willing to modify its design for the tech center and the parties have therefore negotiated compensation for the additional design work in a not to exceed amount of Twenty-Nine Thousand Nine Hundred Seventy Dollars (\$29,970.00); and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form that updates the cost estimate for the Project, and is attached to this Resolution as Exhibit B; and

WHEREAS, the RDC has available funds within the Consolidated TIF to pay for the Services;

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

1. The RDC reaffirms its approval of the Project, which is to obtain a federal grant, with RDC matching funds, to construct a Technology Center in the Trades District.
2. The RDC hereby approves the 1<sup>st</sup> Amendment to the Agreement, which is attached to this Resolution as Exhibit C, adding additional design work to be compensated in an amount not to exceed Twenty-Nine Thousand Nine Hundred Seventy Dollars (\$29,970.00), to be paid in accordance with the terms of the Agreement.
3. All invoices shall be reviewed and approved by the Department of Economic and Sustainable Development and the Controller's office pursuant to the RDC and City of Bloomington's normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown).
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2021, unless otherwise extended by the RDC.

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  
AXIS ARCHITECTURE INTERIORS, LLC  
FOR  
ARCHITECTURAL/ENGINEERING SERVICES**

This Agreement, entered into on this 28th day of August, 2020, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”), and Axis Architecture Interiors, LLC (“Consultant”),

**WHEREAS**, the City wishes to apply for grant funds from the CARES Act to aid COVID-19 economic recovery through the US Economic Development Agency (“Grant Application”); and

**WHEREAS**, the City requires the services of a professional consultant in order to perform design services required by the Grant Application to design and give professional price estimates on a Technology Center that may be constructed in the Trades District in Bloomington, Indiana as part of the grant (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, “Services,” attached hereto and incorporated into this Agreement. This project has been divided into two phases, Phase I and Phase II. The specific Services to be provided under this Agreement are the Phase I services. In the event the City’s Grant Application is successful, the parties will enter into a new or amended Agreement, as needed, regarding Phase II services.

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 September 18, 2020, 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 Alex Crowley

as the City's Project Manager. 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 that meets the professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances. 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-Eight Thousand Dollars (\$38,000.00) based on the fee payment schedule set forth in Exhibit A. The price set forth in this Article 4 supersedes the quoted price in Consultant's proposal 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 such 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 250  
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. Schedule**

Consultant shall perform the Services according to the schedule set forth in Article 1 and Exhibit A. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination**

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

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to 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. In the event of 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 A, and such other personnel in the employ under contract or under the supervision of Consultant. 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 proposals, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction proposals received will not vary from the opinions of probable construction cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Instruments of Service**

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of 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 City, and the officers, agents and employees of the City and the City 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 City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder.

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 but not limited to 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 B, 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: Philippa M. Guthrie  
401 N. Morton, Suite 220  
Bloomington, Indiana 47402

**Consultant:**

Axis Architecture Interiors, LLC  
ATTN: Drew White  
618 E. Market Street  
Indianapolis, Indiana 46202

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 F, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

**Article 28. Time is of the Essence:** Time is of the essence of this agreement and each of its terms.

**Article 29. Force Majeure:** Neither party shall be considered in breach of this Agreement for failure to perform its obligations due to a cause beyond its reasonable control, including but not limited to, any act of God, any military action or act of civil or regulatory authority, terrorism, change in law or regulation, fire, storm, flood, earthquake or other natural disaster, health crisis, disruption or utility outage, labor problem, unavailability of supplies, or any other cause which could not have been prevented by such party with reasonable care (each a “Force Majeure Event”). The affected party shall provide prompt written notice to the other party of any Force Majeure Event, and all obligations under this Contract shall be suspended for as long as such Force Majeure Event continues, provided that the affected party continues to exercise diligent efforts to recommence performance to whatever extent possible. If the period of nonperformance exceeds seven (7) days from the receipt of written notice of the Force Majeure Event, the other party may, by giving written notice, terminate this Agreement.

**CITY OF BLOOMINGTON**

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

**AXIS ARCHITECTURE INTERIORS, LLC**

*Drew White*  
\_\_\_\_\_  
Drew White, Founding Partner

**CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION**

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

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

# TRADES DISTRICT TECHNOLOGY CENTER - DESIGN PROPOSAL



# AXIS

August 25th, 2020

Alex Crowley  
Director, Economic & Sustainable Development  
City of Bloomington  
401 N. Morton Street, Suite 240  
Bloomington, IN 47404



Re: Request for Qualifications / Trades District Technology Center

Dear Alex,

Thank you for considering us for this important project. The Axis Architecture + Interiors team understands the impact this development would have on the Bloomington community. This type of project is especially suited for our firm. We thrive when given the opportunity to think creatively with a team and to help make a meaningful contribution in support of job-creation.

Axis, REA and BRCJ have all worked on the Trades District project site. We have studied it for two different projects (Tasus and Advise Insurance) and REA created the master plan. As a team, we are invested in this project and can hit the ground running. We will be the best team to work within your quick timeline to create a successful design and unique experience for the Bloomington community.

Having completed several Class A, award-winning office spaces for growing and established companies, we are the experts in innovative, people-centric environments. We've worked with and helped companies develop new ways to work, to engage employees, to keep up with the ever-changing environment surrounding workplace best practices. We are good at this. Really good. In addition, we have experiences for project types as diverse as multi-family developments, medical offices, fire stations and urban infill projects. This experience helps us to think outside of the box to provide buildings, plazas and green space that is functional, practical, flexible and ultimately cost effective.

We've compiled a team that brings value at every project phase. We have a history of delivering great projects and iconic design within our partner's budget. We look forward to a partnership that will make us all proud.

Sincerely,

A handwritten signature in black ink that reads 'Drew White'.

Drew White, FAIA  
Founding Partner  
Axis Architecture + Interiors  
618 E. Market St.  
Indianapolis, IN 46202

TEAM DESCRIPTION 1

PROJECT UNDERSTANDING 5

PROJECT COMPENSATION 6

POST-COVID DESIGN 7

SIMILAR PROJECTS 9

AWARDS 21



# TEAM DESCRIPTION



# ABOUT AXIS



THE MARRIETA / INDIANAPOLIS INDIANA



# AXIS ARCHITECTURE + INTERIORS

*We create smart, people-centric places.*

Kevin Cooper and Drew White founded Axis in 1995 to elevate design – and dialogue about design – in Indianapolis. Today, Axis serves civic, corporate, healthcare, housing, industrial, and retail clients across the Midwest. We believe every individual deserves access to good design. That’s why we’re on a mission to provide spaces that feel as good as they look.

We work in an open environment and believe in collaboration and innovation. Our design philosophy also allows us to form successful, long-lasting partnerships with our clients.

Our scope of work includes master planning, design of buildings and interior environments, furniture selection and specification, exhibition and experimental spaces, workplace consultancy, residential design, and lifestyle planning. Information modeling software (BIM) and virtual reality allow us to generate design concepts in the moment. Axis also believes the quality of a project should not be directly related to how much it costs, but how wisely time, money, and effort are spent.

We approach each project with a progressive mindset and have a process – not a formula – that ensures every project is personal. From the very beginning, we listen. Really listen. That’s because we are creating environments that inspire, engage, and empower.

## ADDRESS

618 East Market Street  
Indianapolis, Indiana 46202  
317.264.8162  
[www.axisarch.com](http://www.axisarch.com)

## FOUNDED

1995

## AXIS STUDIO

24 Total Staff  
10 Registered Architects  
9 Associate Architects  
4 Interior Designers  
1 Studio Coordinator

## REA // Landscape Architecture

Established in 1979, Rundell Ernstberger Associates (REA) is a interdisciplinary firm providing urban design, landscape architecture, and planning services. Our work is focused on providing transformational site planning, design and placemaking solutions that are integral to our clients' economic development and community enhancement strategies. The present staff of 26 includes registered landscape architects and certified planners in our offices in Indianapolis, Indiana and Louisville, Kentucky.

REA is known for our diversity of planning and design projects, including urban design and mixed use, multi-modal transportation, green infrastructure, placemaking and public spaces, campus and academic environments, healthcare facilities, corporate environments, public gardens, recreation, trails and greenways, and specialty landscapes. Our diverse and award-winning portfolio of innovative, creative, and sustainable urban design work; extensive experience working with multi-disciplinary teams on complex public space, active transportation and urban infrastructure projects; and a history of working as a team with public/ private partnerships to plan, design and implement transformative and highly impactful projects.

Recognized by our peers as one of the leading site planning and design firms in the Midwest, REA has received more than 100 local, national and international design awards in the last 40 years. This is a testament to our robust collaboration with clients and commitment to design excellence and technical follow-through on each project.

## Bledsoe Riggert Cooper James // Site and Civil Engineering

Bledsoe Riggert Cooper James is a full service land surveying, civil engineering, and GIS firm providing professional services throughout the states of Indiana, Illinois, Kentucky, Ohio, Tennessee, and West Virginia. We are a Bloomington, Indiana based firm established in 1992 with additional offices in Bedford and Paoli. We have seven registered professional land surveyors supervising up to ten survey crews, two registered professional engineers, two graduate civil engineers, one graduate landscape architect, three CAD Technicians, and four GIS programmers. Our land surveying services include boundary surveys, topographic surveys, land title surveys, property line locates, construction layout and staking, lot surveys, plat preparation, mortgage surveys, control route surveys, plot plans, and aerial photogrammetric control.

Bledsoe Riggert Cooper James is committed to providing a high level of service with honesty, integrity, and professionalism in a timely manner through emphasis on personalized services and direct involvement of our top level management personnel and experienced staff.

## Loftus // MEP Engineering

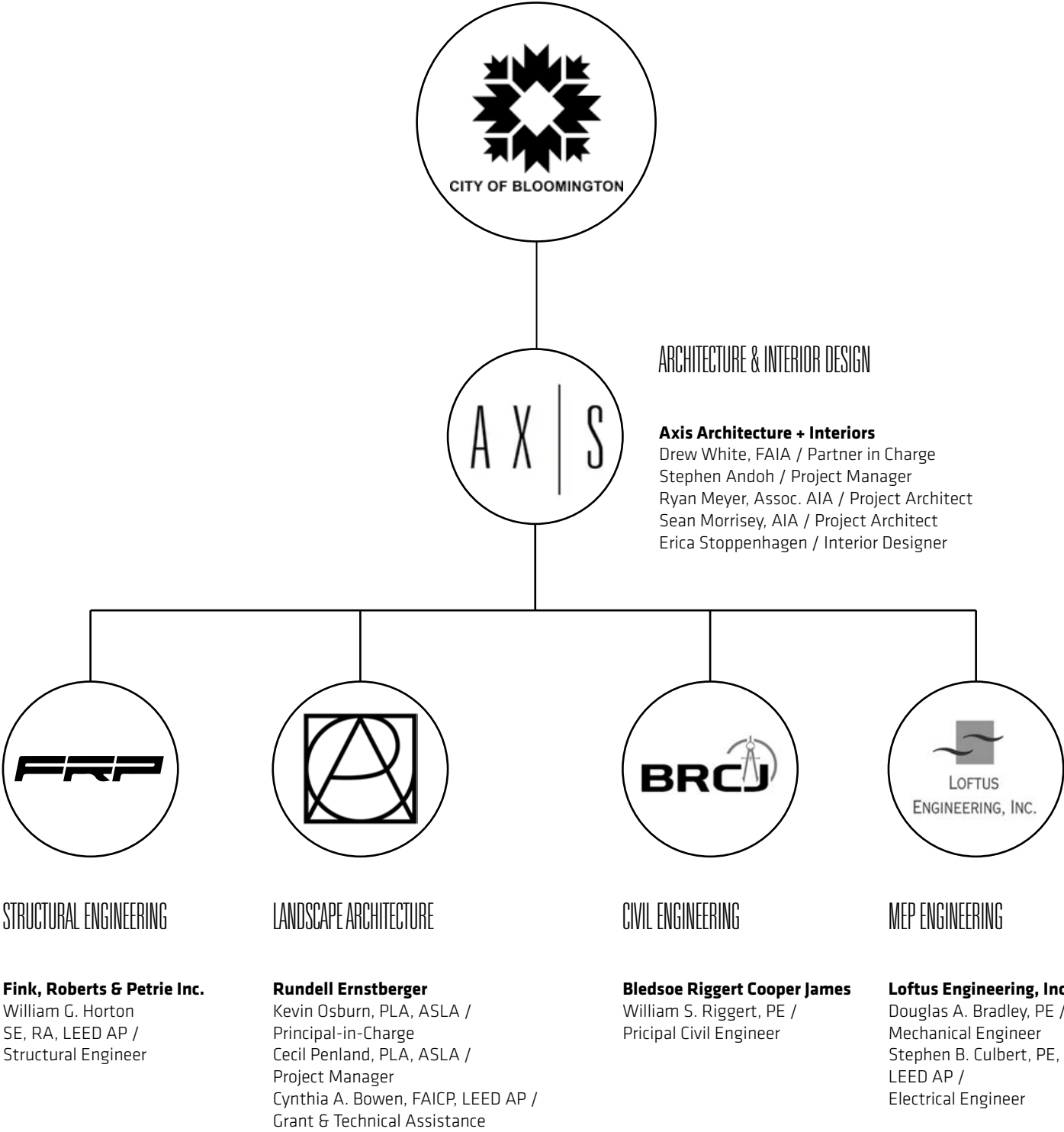
Loftus Engineering, Inc. is a professional consulting firm providing engineered solutions to mechanical, electrical and plumbing challenges. We specialize in mechanical and electrical design and construction services for educational, municipal, commercial, and institutional projects. Loftus Engineering, Inc. is a Woman-Owned Business Enterprise (WBE) certified by the State of Indiana and the City of Indianapolis. The firm's majority owner and president is Karen Loftus, a professional engineer with over 25 years of experience in managing and designing a wide variety of mechanical and electrical engineering projects.

Successful building projects require special attention to detail, while maintaining an overall understanding of the goals and budget of a project. This understanding comes from ongoing communication with all members of the project team, beginning at conceptual design and continuing through construction, commissioning and closeout.

## Fink, Roberts, & Petrie, Inc. // Structural Engineering

FRP is probably best recognized for its structural engineering design of large complex projects over the past five decades. Some of our structural engineering projects include Lucas Oil Stadium, Circle Centre Mall, Indiana Convention Center, Victory Field, Bankers Life Fieldhouse, and the Conrad Hotel. In addition to these well-known high-profile projects, FRP works extensively with Owners and physical plant administrators directly to handle their specific needs. These projects range from small building additions to structural studies to structural repair or reinforcement of existing building components.

# ORGANIZATIONAL CHART



# PROJECT UNDERSTANDING

In preparation and with an understanding of the importance of knowing the Trades District site and its influences, Axis Architecture + Interiors, Rundell Ernstberger Associates, and Bledsoe Riggert Cooper James all have direct experience with the Trades District in the following manner.

- // Axis designed an office headquarters project in the Trades District on Sites 6a and 6b for Tatus Corporation. The Tatus project was a two level 35,000 square foot building with a below grade parking level. The project also included a research/technology space.
- // Axis designed a conceptual office building for Advise Insurance in the Trades District on sites 6a and 6b. The project included a 10,000 square foot floorplate expandable to three levels with below grade and surface parking options. The project also included a future development site intended for startup technology organizations.
- // REA completed the Trades District Massing Plan in 2019 with development/architectural guidelines.
- // Bledsoe Riggert Cooper James is involved in infrastructure civil engineering currently with the construction of the Trades District Parking Garage.

Our team of consultants is prepared to mobilize and will be ready to start on September 1st allowing for a thoughtful and successful EDA grant application. We understand the deadline for the grant is September 18th and our team will focus on the Preliminary Engineering Report (PER) requirements. Our team has reviewed the Services Agreement and we are prepared to execute the agreement on August 31st before 5pm. In Phase One (Pre-Application Support) we will deliver the basic elements of the PER as indicated in Appendix B. We have team members who have worked on EDA grant support in the past which will allow us to move efficiently and productively through the process.

Once the EDA grant has been awarded to the City of Bloomington, in Phase 2 (Building Design) our team is fully prepared to further develop a 25,000-40,000 sq. ft. Class A building and associated site improvements that will be a tech-focused accelerator and commercialization center. The design will be sensitive to the adjacent context, respect the historical influences of the Dimension Mill/Showers Building and comply with zoning/massing plan guidelines. The project design will focus on green building design, post-COVID influences, technology infrastructure, large meeting spaces with flexibility, lab space, and amenities that connect to the outdoors and enhance the Trades District experience. We are also excited about the potential of conducting workplace strategy sessions with each of the proposed tenants to better understand their needs and challenges when combining “techie” space with office space.

## Potential Problems

The schedule for Phase 1 will be challenging.

## Identify and discuss methods to mitigate those problems

Our team familiarity with the Trades District sites combined with our experience with the EDA grant application process will allow us to be efficient and effective in addressing the Phase 1 schedule challenge. We will require the City of Bloomington to make reasonable and timely decisions during the Phase 1 process. A detailed design and execution schedule will be provided for Phase 1 and Phase 2 and it will summarize responsibilities and required decision points for the design team and the City of Bloomington.

# PROJECT COMPENSATION

## Project Compensation & Hourly Rates

Having participated in several Federally funded projects, we understand the process for this project and the quantity of work required to meet the EDA Grant filing requirements.

We propose to do Phase II work as a percentage of the construction cost which we can negotiate as the project scope and cost become known.

### PHASE I

Architecture, Interior Design MEP, Civil, Structural and Landscape Architecture: **\$46,000**

### PHASE II

We will credit a portion of phase 1 if selected for phase 2. If a survey is needed, it will be provided at an additional cost.

**Proposed Design Fee: 7.5% - 8.5%**

In addition, our current hourly billing rates are as follows:

Principal	\$275/hour
Associate Principal	\$225/hour
Project Manager	\$185/hour
Project Architect	\$150/hour
Interior Designer	\$130/hour
Architectural Associate	\$110/hour
Administration	\$80/hour
Code Review Consultant	\$150/hour

We will bill monthly on the basis of work completed, and our invoices will be due upon receipt. We reserve the right to charge interest on unpaid balances due beyond thirty (30) days.

## Reimbursable Expenses

The project compensation stated above does not include reimbursable expenses. Reimbursable expenses include plotting, blueprinting, laser printing, photocopies, postage, mileage, etc. Reimbursables will be billed monthly in addition to the fee listed above. We anticipate our reimbursable expenses to not exceed \$2500.

# A POST-COVID WORK ENVIRONMENT

## STRATEGIES FOR RESILIENCE POST COVID

In a time where people have options and choice in where and how to work, what will bring them back to the workplace? To public spaces? After the pandemic has passed, what behavioral patterns will remain?

Recent global events have accelerated market trends focused on a flexible, resilient workplace. As architects, engineers, and designers we are re-thinking strategies to create more resilient office buildings and spaces which are prepared for the inevitable impact of outside factors and that will thrive in response.

Listed below are what we refer to as Areas of Impact:

- Building Entry
- IoT (Internet of Things) Integration
- Parking Access
- Bicycle Facilities
- Vertical Transportation
- Restrooms
- Filtration + Ventilation
- Exterior Spaces
- Wayfinding, Signage + Graphics
- Exterior + Interior Circulation
- Outdoor Amenity Spaces
- FITWEL + WELL Building Certification

Each of the Areas of Impact deserves attention and discussion in the role they will play in creating a resilient building. We welcome the opportunity to talk through in more detail each Area of Impact in the today (Pre-Covid), the tomorrow, and the future.





# SIMILAR PROJECTS





# Trades District Master Plan

REA was commissioned by the City of Bloomington to create a plan for the Trades District, a sub-area of the larger Bloomington Certified Technology Park. The Trades District is envisioned to be a high activity, innovation center comprised of office, restaurant, and housing development with a focus on tech employment.

REA’s plan reflects recent investments by the City and private developers, as well as a potential development program and capture rates prepared by Greenstreet. The plan includes a variety of office spaces to support job density and business growth; mixed housing products including condominiums, apartments, and townhomes; enhanced streetscapes to reinforce district character; a series of public and private open spaces to provide places of interest and opportunities for gathering; and use of natural topography to diminish the impact of structured parking facilities.

Deliverables included a market analysis, existing conditions assessment, master plan and presentation renderings, and development guidelines to support implementation of the plan vision. These guidelines highlight building form, massing, setbacks, open space, and architectural character to reinforce a more organic development pattern reflective of surrounding downtown character. They will be used by the City to inform changes to the unified development ordinance or be included in covenants, conditions, and restrictions (CCRs) as the City conveys property to developers. Ultimately, the master plan will be used to better communicate the City’s intent for this transformational area and market redevelopment opportunities to local, regional, and national developers.

Construction of a 360 car parking garage to serve anticipated development in the district began in December 2019. In January 2020, it was announced that a collective of local businesses was purchasing and renovating the Showers Kiln Building to provide office space on short-term leases for businesses growing out of The Mill co-working space.



# Tasus Tsuchiya Automotive Systems

The Tasus project was the design and construction of a new headquarters facility located in Bloomington, Indiana as part of a newly named development area called The Trades District. The project site is on 10th Street at the intersection of a new street called Madison Street, west of Morton Street. The parcel is roughly 19,400 square feet in size. We anticipated the building to be 3 to 4 stories in height and roughly 40,000 square feet. It included public lobby space, general office areas, and prototyping lab spaces, to name but a few.

The Design Team was responsible for civil, architectural, interior design and structural design.



FEDERALLY FUNDED PROJECT



JULIA M. CARSON TRANSIT CENTER / INDIANAPOLIS, INDIANA

# Julia M. Carson Transit Center

As the bus system in Indianapolis grew, the Indianapolis Public Transportation Corporation (IndyGo) studied potential sites for their first transit center, a multi-modal hub that would increase efficiency and spur ridership. In 2014, they found an ideal site – a parking lot immediately south of the City-County Building. Here, a new transit center would serve as a gateway to downtown and embody IndyGo’s values: dignity-of-ridership and accessibility-for-all.

The site includes 19 bus bays. A continuous string of glass and metal canopies connect the bus bays, shelter riders from precipitation, and direct safe flow across the site. The transit center also provides ample bike parking, connects passengers to city-wide bikeshare and electrical carshare services, and borders the beloved Indianapolis Cultural Trail. The \$26.5 million building also serves as a iconic gateway to Indianapolis, especially for cars driving west on U.S. Route 40, the National Road. The building’s curved, upturned roof; glass walls; and bright interior establish a welcoming character, and its multiple entrances make passenger flow easy and efficient. The design reflects, in contemporary ways, the Modernist aesthetic of the adjacent City-County Building. The transit center achieved LEED® Gold certification, and its sustainable strategies include the diversion of all stormwater to underground detention or planters, which provide a natural setting in an urban landscape. IndyGo and IndyGo riders report better connectivity, easier route finding, and an accommodating and comfortable environment. The sculptural design, airy interior, and connectivity enhance the entire experience of a rider. Fittingly, the transit center is named for the late Julia M. Carson, the U.S. Congresswoman who, for many years, worked tirelessly for the people of Indianapolis, and helped secure funding for this important city hub.

**Completion:**  
2016

- Awards:**
- AIA Indiana - Honor Award / 2017
  - Monumental Affair - Architecture Honor Award / 2017
  - AIA Indianapolis - Honor Award / 2019
  - AIA Indianapolis - Award of Excellence / 2016
  - ASLA Award of Excellence / 2016



SUSTAINABLE PROJECT - LEED PLATINUM



The Nature Conservancy  
Protecting nature. Preserving life.™

# The Nature Conservancy

This urban infill project in downtown Indianapolis achieved LEED® Platinum certification with only a Class A office budget. The project transformed a one-acre, largely impervious site with nominal greenspace and a vacated, structurally unsound building into its current state. The new, two-story, 20,000-square-foot building puts The Nature Conservancy's beliefs into action.

The \$4.4 million building features a series of steel and cedar bris-soleis, which serve as passive sun shades. The southern facade is also delineated with Indiana limestone, salvaged bricks from a previous on-site structure, aluminum storefront, and recyclable fiber cement board. The eastern and western facades are clad in cement board, and avoid the extremes of sun exposure. The narrow floor plate and operable windows also provide cross-ventilation, and a modular green roof system reduces the heat island effect and gathers rain water. Green roofs cover roughly 90 percent of the total roof area.

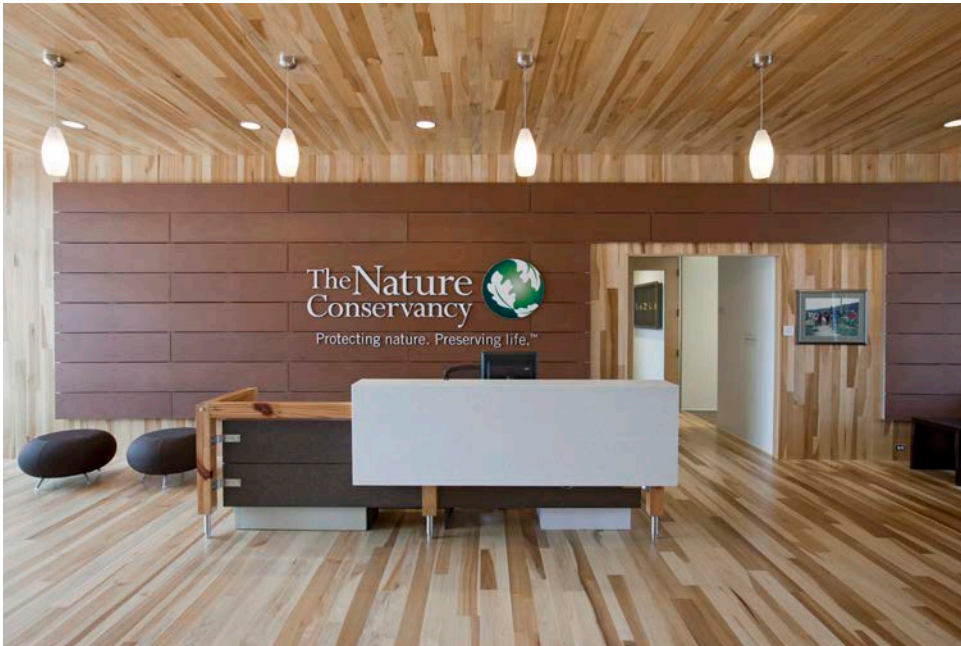
Under the belief that the most sustainable material is "no material," the structural frame is exposed in many areas. The green roof, day-lit spaces, and views to the city establish the connection between indoors and outdoors. Ample public and private gardens, which represent the four eco-regions of Indiana, encompass the building and give insight to The Nature Conservancy's business.



**Completion:**  
2010

**Awards:**

- AIA Indianapolis - Merit Award / 2011
- AIA Indiana - Honor Award / 2010
- IIDA Indiana - Sustainable Design Award / 2011
- Monumental Affair - Architecture Award / 2010
- Monumental Affair - Interior Design Award / 2010
- Monumental Affair - Landscape Architecture Award / 2010
- INASLA Award of Excellence / 2010







## Switchyard Park

Upon completion of the three-mile B-Line Trail in Bloomington, Indiana, the city turned its attention to Switchyard Park. The park, located on the southern end of the Trail, transforms a former rail yard with significant environmental and ecological challenges into a destination urban park.

The master plan for the 58-acre park focused on restoration, conservation, and green infrastructure strategies. Axis worked with design lead Rundell Ernstberger Associates to incorporate sustainable design in many ways, including LEED certified buildings, constructed wetlands, storm water runoff, and habitat preservation.

Axis designed the pavilion, splash pad restroom building, performance stage, and picnic shelter. We also renovated an existing building into a Bloomington Police Department substation. The pavilion building and the substation were designed to achieve LEED Silver and Certified ratings, respectively. Both buildings have solar power components and rainwater capturing systems, as well as other sustainable elements.

One of the goals was to create a “campus” or “band” with the various buildings. Several common materials were used throughout the park, including exposed steel structures, metal panel facade materials, wood soffit and facade accents, and limestone facades and details. The materials make a subtle nod to the industrial nature of the rail yard, and will last for generations.

Switchyard Park features year-round activities and programming such as concerts, performances, festivals, markets, weddings, and corporate events. It also has Wi-Fi and enhanced connections to vehicular and pedestrian traffic. Overall, Switchyard Park can serve as a catalyst for economic development and community revitalization.

**Awards:**  
ASLA Award of Excellence



CLASS A OFFICE SPACE



# Renaissance Renovation Interior Design

The 25,000-square-foot design is composed of an eco-system of collaborative and focused spaces with a mix of private offices and open neighborhoods of workstations giving each person the power of choice of where and how to work.

A visual connection to the Indianapolis skyline will be the first thing a visitor will experience when walking through the main doors. One can see through a large, glass window tucked behind existing cross-bracing, through the main conference room, and then the social hub to the downtown skyline.

The ceiling design connects the spaces together through a ceiling bulkhead with a subtle reveal. The DIRTT system allows for a polished wall with minimal reveals, embedded technology and back-painted glass for a writable surface.

The finishes used throughout the space celebrate contrast. Dark tones emphasize design elements, while light tones act as a backdrop allowing design features to stand out. It is a result of color and material interacting through contrast, texture, and volume. The finishes on the floor are light with subtle transitions of texture.

**Completion:**  
2020



# AWARDS



HAWTHORNE COMMUNITY CENTER / INDIANAPOLIS, INDIANA

**618 Studio**

AIA Indiana - Merit Award / 2002  
Monumental Affair - Architecture Award / 2002

**Bradley and Montgomery (BaM)**

AIA Indianapolis - Citation Award / 2005  
IIDA Indiana - Corporate/Commercial Award / 2005  
Monumental Affair - Architecture Award / 2005

**Business Furniture - multiple projects**

AIA Indiana - Merit Award / 2010  
AIA Indianapolis - Honor Award / 2011  
IIDA Indiana - Corporate/Commercial Award / 2011  
AIA Indianapolis - Merit Award / 2017  
IIDA Indiana - Corporate/Commercial Award / 2017

**Confidential Corporate Client**

AIA Indiana - Merit Award / 2018  
AIA Indianapolis - Citation Award / 2019

**Cummins - Irwin Office Building**

IIDA Indiana - Corporate/Commercial Award / 2015

**Cummins LiveWell Center**

AIA Indiana - Merit Award / 2017  
AIA Indianapolis - Honor Award / 2017  
AIA Indianapolis - Award of Excellence / 2017  
IIDA Indiana - Healthcare Award / 2017

**Doney Penthouse**

AIA Indiana - Citation Award / 2003  
Monumental Affair - Interior Design Award / 2003

**Eli Lilly and Company - Lilly LIFE Center**

IIDA Indiana - Healthcare Award Runner-Up / 2015

**Eli Lilly and Company - M28**

IIDA Indiana - Best of Corporate / 2011  
IIDA Indiana - Best of Show / 2011  
AIA Indianapolis - Citation Award / 2013  
Monumental Affair - Architecture Award / 2013

**Form + Function**

IIDA Indiana - Citation Award / 2000  
Monumental Affair - Interior Design Award / 2000

**Frankey's**

AIA Indiana - Citation Award / 2007  
AIA Indianapolis - Citation Award / 2009

**Indiana Veterans Memorial Cemetery**

AIA Indianapolis - Merit Award / 2005  
AIA Indiana - Merit Award / 2005

**Indianapolis Fire Department - Station No. 14**

AIA Indianapolis - Citation Award / 2001  
AIA Indiana - Merit Award / 2002  
Monumental Affair - Architecture Award / 2002

**Indy Mod**

AIA Indiana - Citation Award / 2014

**Jarden Home Brands**

AIA Indiana - Honor Award / 2015  
AIA Indianapolis - Honor Award / 2017  
IIDA Indiana - Corporate/Commercial Award / 2017

**Julia M. Carson Transit Center**

AIA Indiana - Honor Award / 2017  
Monumental Affair - Architecture Honor Award / 2017  
AIA Indianapolis - Honor Award / 2019  
AIA Indianapolis - Award of Excellence / 2019

**The Marietta**

AIA Indiana - Citation Award / 2019

**The Nature Conservancy**

AIA Indiana - Honor Award / 2010  
Monumental Affair - Architecture Award / 2010  
AIA Indianapolis - Merit Award / 2011  
IIDA Indiana - Sustainable Design Award / 2011

**People's Health & Dental Center**

AIA Indiana - Citation Award / 2011  
AIA Indianapolis - Honor Award / 2011  
Monumental Affair - Architecture Award / 2012

**Rose Residence**

AIA Indianapolis - Citation Award / 2003  
AIA Indiana - Achievement Award / 2004

**Salesforce Marketing Cloud - multiple projects**

AIA Indiana - Merit Award / 2006  
Monumental Affair - Downtown Development / 2006  
Monumental Affair - Interior Design Award / 2006  
Monumental Affair - Innovative Reuse Award / 2009  
Monumental Affair - Interior Design Award / 2009

**Shelbyville Fire Department - Station No. 1**

AIA Indiana - Honor Award / 2007  
AIA Indianapolis - Citation Award / 2009

**Strain Residence**

AIA Indianapolis - Citation Award / 2003  
Monumental Affair - Architecture Award / 2004

**Tangoe**

IIDA Indiana - Economical Design Award / 2017  
IIDA Indiana - Best in Show / 2017

**Ursula David Homes - Private Residence**

AIA Indiana - Citation Award / 2009

**Wheeler Arts Community**

AIA Indiana - Merit Award / 2001  
Monumental Affair - Community Development / 2001  
Monumental Affair - Interior Design Award / 2001  
Monumental Affair - Construction Award / 2001

**White River State Park Visitors Center**

AIA Indiana - Merit Award / 2004

# APPENDIX A / RESUMES





MY STYLE IS RATIONAL,  
CLEAN, AND HONEST.

// Drew White, FAIA, LEED AP  
Founding Partner



## EDUCATION

Master of Architecture / University of Illinois at Chicago (1985)  
Bachelor of Science in Architecture / The Ohio State University (1983)

## EXPERIENCE

Axis Architecture + Interiors / Founding Partner (1995 - present)  
CSO Architects (1993 - 1995)  
JBA Architects / Senior Designer (1990 - 1993)  
Skidmore, Owings & Merrill / Junior Designer (1985 - 1990)

## AFFILIATIONS & COMMUNITY INVOLVEMENT

Registered Architect: GA, IA, IL, IN, KY, MI, MO, NE, NY, OH, TN, WI  
American Institute of Architects / College of Fellows  
American Institute of Architects, Indiana Chapter / Member, Former President  
American Institute of Architects, Indianapolis Section / Member, Former President  
American Institute of Architects, Strategic Council / Former Senior Representative  
Indiana Modern / Former Chairman  
Indianapolis Museum of Art, Design Arts Society / Former Vice President  
Indianapolis Art Center Architecture Camp / Headmaster

## PROJECTS

Business Furniture / various projects  
Cummins - COM Building / renovation  
Cummins - Irwin Office Building / renovation  
Cummins LiveWell Center  
Eli Lilly and Company - Lilly LIFE Center  
Eli Lilly and Company - M28 / renovation  
ExactTarget (now Salesforce Marketing Cloud) / various projects  
Goodwill Industries Office + Charter School  
Indiana Veterans Memorial Cemetery  
Jarden Home Brands / interior renovation  
Julia M. Carson Transit Center  
Tangoe / interior renovation  
The Nature Conservancy  
People's Health Center  
Rolls-Royce - NB6  
White River State Park - Farm Bureau Insurance Lawn (permanent stage)  
White River State Park Visitor's Center





I LIKE TO EXPLORE HOW  
SOCIOCULTURAL FACTORS  
INFLUENCE THE BUILT  
ENVIRONMENT.

// Stephen Andoh, AIA, LEED AP



## EDUCATION

Post Graduate Diploma in Architecture / Kwame Nkrumah University, Ghana (1987)  
Bachelor of Science in Design / Kwame Nkrumah University, Ghana

## EXPERIENCE

Axis Architecture + Interiors / Project Manager (2010 - present)  
DLZ Indiana / Project Manager (2000 - 2010)  
Karlsberger Associates / Designer (1996 - 2000)

## AFFILIATIONS & COMMUNITY INVOLVEMENT

Registered Architect: IN  
LEED Accredited Professional  
American Institute of Architects, Indiana Chapter / Member  
American Institute of Architects, Indianapolis Section / Member

## PROJECTS

Indianapolis Public Schools - Arsenal Technical High School  
Indianapolis Public Schools - No. 47  
Indianapolis Public Schools - No. 67  
Kokomo Fire Department - Station No. 2  
Lincoln Apartments Veterans Housing  
OneAmerica / various projects  
Tindley Preparatory Academy  
White River State Park - Farm Bureau Insurance Lawn (permanent stage)



I FOCUS ON DEVELOPING  
MEANINGFUL DESIGN  
SOLUTIONS THAT ARE  
ROOTED WITH A SENSE  
OF PLACE.

// Sean Morrissey, AIA  
Project Architect



## EDUCATION

Master of Architecture / Clemson University (2014)  
Bachelor of Science in Architecture / Ball State University (2011)

## EXPERIENCE

Axis Architecture + Interiors / Project Architect (2019 - present)  
The Miller Hull Partnership (Seattle, WA) / Project Architect (2016 - 2019)  
OZ Architecture (Denver, CO) / Intern Architect (2014-2016)  
Axis Architecture + Interiors / Intern Architect (2013, 2011-2012, 2010)

## AFFILIATIONS & COMMUNITY INVOLVEMENT

American Institute of Architects  
Registered Architect: Washington State  
Young Architects Forum  
ACE Mentorship Program (Seattle - Previous)  
AIA Seattle Design and Wellbeing Committee Member (Previous)

## PROJECTS

Old Town Development Headquarters Building  
Murphy Park Community and Aquatics Center  
Traders Point Junior High School  
International Arrivals Facility at Sea-Tac Int. Airport (Miller Hull Partnership)  
East Kapolei Middle School Campus (Miller Hull Partnership)  
Seattle Waterfront Overlook Walk and Building B (Miller Hull Partnership)  
University of Colorado, CASE Building (OZ Architecture)  
Denver Design District (OZ Architecture)  
South Metro Fire and Rescue Authority Station #31 and 32 (OZ Architecture)  
6 E Washington Street  
IUPUI Housing and Offices  
IndyGo Transit Center  
618 Studio  
Wayne Township Fire Department Station #82  
Tindley Charter Middle School  
IndyGo Red Line Stations (Competition)



# MY STYLE OF DESIGN IS CONTEMPORARY AND CONTEXTUAL.

// Ryan Meyer, Associate AIA,  
LEED AP



## EDUCATION

Master of Architecture / University of Cincinnati (2009)  
Bachelor of Science in Architecture / University of Cincinnati (2007)

## EXPERIENCE

Axis Architecture + Interiors / Architectural Associate (2015 - present)  
David Brody Bond (2010 - 2015)  
William McDonough + Partners (2007)  
Studios Architecture (2006)

## AFFILIATIONS & COMMUNITY INVOLVEMENT

LEED Accredited Professional

## PROJECTS

10 Press - warehouse convert to studios\*  
IAC Headquarters  
Indianapolis Public Library - Brightwood branch  
Jack Elstro Park  
The Levinson - mixed-use project in Noblesville  
Mooresville Bicentennial Park  
National Great Blacks in Wax Museum\*  
National Museum of African American History\*  
Richard B. Lugar Plaza  
St. Elizabeth's Gateway Pavilion\*  
South African Embassy\*  
Tarkington Park  
Waterside (GM Stamping Plant) - redevelopment study

\* Project completed while working at a previous firm.



I BELIEVE EVERY SPACE  
DESERVES A GOOD,  
WELL-THOUGHT OUT  
DESIGN.

// Erica Stoppenhagen  
Interior Designer



## EDUCATION

Bachelor of Science in Interior Design / Ball State University (2015)

## EXPERIENCE

Axis Architecture + Interiors / Interior Designer (2015 - present)

## PROJECTS

CarDon & Associates - Cedar Village Senior Living Community  
Crawfordsville Fire Department - Station No. 2  
Direct Connect Logistix (DCL)  
Goodwill Industries of Central Indiana  
Hammond Fire Department - Station No. 8  
Lancaster Lofts  
Milliman  
Monticello Fire Department - Station No. 1  
Wabash National  
Waterside  
West Lafayette City Hall  
Zotec



**KEVIN OSBURN, PLA, ASLA**  
Principal-in-Charge, Landscape Architecture & Site Design



Kevin is the President and Managing Principal at REA, with over 30 years of experience in the design, management, and implementation of the firm’s most complex urban design and public space projects. With an award-winning portfolio that includes urban open spaces and plazas, multi-modal streetscape networks, destination parks, green infrastructure, and mixed use developments, Kevin brings a committed focus to the integration of aspirational design, transformative placemaking, distinctive and enduring detailing, and environmental performance to create inspiring places that foster community, connectivity, and enhanced quality of life. He has extensive experience leading multidisciplinary teams and the firm’s community-based design process that engages stakeholders and empowers constituents in the creation of a consensus vision for significant public projects.

Select experience includes the **Trades District Master Plan**, **Switchyard Park**, and the **Gateways Master Plan** for the City of Bloomington; **Campus Martius Park** in Detroit, MI; **Block 9 Plaza** in Fargo, ND; and the **Twin Aire Redevelopment Plan** in Indianapolis.

**EDUCATION**

Ball State University  
Bachelor of Landscape  
Architecture, 1990

**PROFESSIONAL REGISTRATION**

Indiana, Illinois, Michigan,  
Pennsylvania, Arkansas

**MEMBERSHIPS**

American Society of  
Landscape Architects

Urban Land Institute

Placemaking Committee for the  
Indianapolis Regional  
Center Plan 2020

Association of Pedestrian and  
Bicycle Professionals

Board Member, Indianapolis  
Parks Foundation

Congress for the New Urbanism

Stanley K. Lacy Executive  
Leadership Series, Class XXXIII

**RECOGNITION**

2013 Outstanding Alumni  
Achievement Award,  
College of Architecture & Planning,  
Ball State University

2018 INASLA Claire Bennett  
Legacy Award

**SELECT EXPERIENCE**



**Trades District Master Plan**  
*Bloomington, IN*



**Switchyard Park**  
*Bloomington, IN*



**Gateways Master Plan**  
*Bloomington, IN*



**Nature Conservancy  
Headquarters, Indianapolis, IN**



**Richard G. Lugar Plaza**  
*Indianapolis, IN*



**Tarkington Park**  
*Indianapolis, IN*



**Discovery Park, Purdue University**  
*West Lafayette, IN*



**Campus Martius Park**  
*Detroit, MI*



**Monon Boulevard & Midtown  
Plaza, Carmel, IN**



**CECIL PENLAND, PLA, ASLA**  
Project Manager, Landscape Architecture & Site Design



Cecil is a registered landscape architect and Principal at REA, where he manages a variety of projects from the early stages of initial design throughout construction administration. Cecil has been an integral part of several projects including streetscapes, parks, commercial and campus developments, and an array of master planning efforts. These projects have ranged from small, site specific projects to large, comprehensive planning studies, and have entailed the development of presentation graphics, 3D models, site designs, cost estimates, construction documents, and construction administration.

Cecil has led the design and construction documents for Bloomington's **Switchyard Park**, that has a spray plaza, a multi-use pavilion, performance lawns and stage, playground, and dog parks. Cecil's other recent work has included **Daleville Town Hall Park**, **Muncie Arts & Cultural Trail**, **Prairie Creek Park**, and **Jack Elstro Plaza**.

**EDUCATION**

Ball State University  
*Bachelor of Landscape Architecture*

**PROFESSIONAL REGISTRATION**

Indiana

**MEMBERSHIPS**

American Society of Landscape  
Architects

Town of Dublin, Indiana Parks  
Ad-Hoc Committee

**SELECTED EXPERIENCE**



**Switchyard Park**  
*Bloomington, IN*



**Jack Elstro Plaza**  
*Richmond, IN*



**Julia Carson Transit Center,**  
*Indianapolis, IN*



**Ball State University, AJ  
Courtyard, Muncie IN**



**Daleville Town Hall Park**  
*Daleville, IN*



**BSU East Mall Master Plan**  
*Muncie, IN*



**Cannan Commons**  
*Muncie, IN*



**Muncie Arts & Culture Trail**  
*Muncie, IN*



**Prairie Creek Park**  
*Frankfort, IN*



# CYNTHIA A. BOWEN, FAICP, LEED AP

Grant Writing & Technical Assistance



Cynthia is a certified planner with significant design and policy-oriented experience. She has completed more than 100 multi-discipline, diverse projects in her 24 year career and has extensive knowledge and experience with grant writing, TIF District development, community input and developing consensus around planning and design issues. Her national and international urban planning and design experience includes preparation of plans and strategies for major property redevelopments, mixed-use communities, and downtown districts. Cynthia is currently the national Immediate Past President of the American Planning Association, giving her a broad perspective on national issues, trends, and initiatives in urban planning and design.

Cynthia has prepared OCRA, STP, TIGER and EDA grant applications that have resulted in funding for projects as well as created tax increment financing (TIF) districts that have created dedicated funding sources for projects identified in redevelopment plans in accordance with various state laws. Some of her grant writing includes clients and projects **International Market Place**, Indianapolis, IN; **Streetscape Enhancement**, Monroe, OH; **Twin Aire Redevelopment Plan/SEND**, Indianapolis, IN; **City of Elkhart**, IN; **Monument Circle**, Indianapolis, IN; **Jefferson Street United Merchants Partnership**, Nashville, TN and the **City of West Dayton**, Dayton, OH.

## SELECTED EXPERIENCE

### EDUCATION

Ball State University  
*Bachelor of Science,  
Urban Planning & Development*

*Bachelor of Science,  
Environmental Design*

### PROFESSIONAL REGISTRATION

Fellow of the American Institute of  
Certified Planners  
LEED Accredited Professional

### MEMBERSHIPS

American Planning Association  
Indiana Chapter of the American  
Planning Association  
US Green Building Council



**Twin Aire Redevelopment Plan**  
*Indianapolis, IN*



**Market Street Design**  
*Indianapolis, IN*



**Monument Circle Reconstruction**  
*Indianapolis, IN*



**Forward Monroe: Comprehensive  
Plan & Streetscape  
Enhancements, Monroe, OH**



**IMC Mixed-Use District Plan**  
*Indianapolis, IN*



**Central Clarksville Master Plan**  
*Clarksville, IN*



**I-69 Interchange Area Master  
Plan, Pike County, IN**



**University Parkway Corridor Plan**  
*Vanderburgh County, IN*



**Greater West Dayton Corridors  
Plan, Dayton, OH**



**WILLIAM S. RIGGERT, PE – Principal Civil Engineer**

Bill was born and raised in Wisconsin and graduated for the University of Wisconsin, Madison. He spent several years working for the U.S. Navy in civil engineering, project management, and construction administration in Louisiana and Indiana. Before joining the company in 1995, Bill served the City of Bloomington, first as City Engineer and later as Assistant Director of Utilities. Throughout his career, Bill has had a great deal of experience with public works projects, site development, and infrastructure improvements. He is also active in the community, serving on a number of local government boards.

**EDUCATION**

University of Wisconsin, Madison, WI  
Bachelor of Science Degree in Civil and Environmental Engineering, 1981

**REGISTRATION**

Indiana PE - #PE60870231  
Illinois PE - #062.063340  
Wisconsin PE - #28079

**PROFESSIONAL AFFILIATIONS**

American Society of Civil Engineers

**RELEVANT PROJECT EXPERIENCE**

**BT Downtown Transit Center**

As a subconsultant we provided land surveying and civil engineering services for the site design associated with Bloomington Transit's Downtown Transit Center, including temporary erosion control; grading; stormwater collection, conveyance, and treatment; utility relocations for communications, electric, and natural gas; and water, fire protection, and wastewater service lines.

**The Mercury Building, Morton Street Parking Garage, and Hilton Garden Inn**

As a subconsultant we provided land surveying and civil engineering services for the redevelopment of the old Register Parking Garage site bounded by College Avenue and Morton Street between 6th and 7th Streets into the City's Morton Street Parking Garage surrounded by the Hilton Garden Inn and The Mercury mixed use building. The project included selective site demolition; utility relocations for communications, electric, and natural gas; water and sanitary sewer main upgrades; storm sewer system improvements; streetscape; a courtyard; and water, fire protection, and wastewater service lines for the buildings.

**Smallwood Plaza, Smallwood Pike, and the Morton 400 Building**

As a subconsultant we provided land surveying and civil engineering services for the redevelopment of the old Sarkes Tarzian site bounded by College Avenue and Morton Street between 8th and 9th Streets into the Smallwood Plaza and Morton 400 apartment and commercial space building and the renovation of the historic Smallwood Pike building for Bub's Burgers. This project included selective site demolition; utility relocations for communications, electric, and natural gas; water and sanitary sewer main upgrades; storm sewer system improvements; streetscape; a courtyard; and water, fire protection, and wastewater service lines for the buildings.

**SpringHill Suites**

As a subconsultant we provided land surveying and civil engineering services for the SpringHill Suites hotel at 501 N. College Avenue. The project included a parking garage and commercial along Morton Street. Our scope of work addressed erosion control, selective site demolition, extension of a new water main along College Avenue, a new storm sewer along 9th Street, streetscape, as well as water, fire protection, and wastewater service lines.





**William G. Horton, S.E., R.A., LEED AP**

*Fink Roberts & Petrie, Inc.  
President*

Mr. Horton has been with Fink Roberts & Petrie, Inc. since 1989. Prior to joining FRP, Mr. Horton served as Structural Project Engineer with Chris P. Stefanos Associates in Chicago and with Walker Parking Consultants in Indianapolis. His project experience includes hospitals, university facilities, athletic venues, low and high rise offices, commercial and residential buildings, and parking structures. Mr. Horton has been involved in the structural design of buildings constructed with cast-in-place concrete, precast concrete and structural steel. Mr. Horton's duties have also included project management of all phases of construction projects from the proposal stage through coordination and construction administration. Additional duties include business development and staff management.

**EDUCATION**

University of Illinois at Urbana-Champaign  
Master of Architecture, BS Architectural Studies  
Graduate with High Honors

**REGISTRATION**

SE: Illinois #004899  
Architect: Illinois #012889  
Indiana #19400116  
New Jersey #21AI01991100

**RELEVANT EXPERIENCE**

Big Ten Headquarters 2-story, 50,000 sq ft. structural steel frame office building. Rosemont, IL	Indiana University Foundation 2-story structural steel frame office building Bloomington, IN
Woodland VI Office Building 4-story structural steel frame office building; 150,000 square feet. Indianapolis, IN	River Road II Office Building 4-story structural steel office building; 100,000 square feet. Indianapolis, IN
Ball State University Alumni Center Office Building 2-story structural steel frame office and meeting space Muncie, IN	Thomson Consumer Electronics Administration Building 4-story structural steel frame building Indianapolis, IN
Indianapolis Motor Speedway Administration Building Structural steel office building Indianapolis, IN	

Douglas A. Bradley,  
P.E.

*Principal, Director of Engineering  
Mechanical Department Manager*



An experienced mechanical systems engineering project manager, Doug specializes in finding tailored solutions to his clients' HVAC and plumbing needs. His strengths begin with his broad knowledge of HVAC equipment, systems and controls. With more than 25 years of experience in the field of mechanical engineering, he has designed and specified HVAC and plumbing systems for a wide range of building projects including higher education, health care and laboratory projects.

Doug will bring his mechanical engineering experience to the Harshman Hall project, with his in-depth investigative techniques, thoughtful analysis of varied solutions and critical assessment of the risks and benefits of each perspective strategy for supporting modifications to existing buildings.

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## Education

*BS, Mechanical Engineering, Purdue  
University, 1993*

## Registration

*Registered Professional Engineer:  
Indiana*

## Affiliations

*American Society of Heating,  
Refrigerating and Air Conditioning  
Engineers (ASHRAE)*

*American Society of Plumbing  
Engineers (ASPE)*

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## Relevant Project Experience:

### Mid-America Science Park

*Renovation for New Technology, Innovation and Entrepreneurship Center*

### Purdue University, West Lafayette, IN:

*Jischke Hall for Biomedical Engineering Phase II – The Innovation Wing  
Engineering Growth Plan Studies and Renovation Projects:*

- *Grissom Hall Renovation for Industrial Engineering*
- *Electrical Engineering Building*
- *Materials and Electrical Engineering Building*
- *American Railway Building*
- *Hampton Hall of Civil Engineering Ground Floor and Basement Renovation*

*Roger B. Gatewood Wing of Mechanical Engineering*

*Krach Leadership Center*

*Wiley Hall Student Success Center*

*Brees Student Athlete Academic Center*

### Indianapolis Airport Authority

*New Airport Operations Center / Emergency Center*

*Controlled Temperature Space for Air Cargo*

### University of Louisville

*Renovation for New Delphi Teaching Innovation Learning Center*

### Eli Lilly and Company

*Renovations for Automated Culture Evaluation System Labs*

*Technical Center Utility Building Infrastructure Upgrades*

### IU Health

*Bloomington Regional Academic Health Campus – Clinic Building*

*Rebound Physical Therapy Facility, Bloomington, IN*

*8 East Patient Rooms, Methodist Hospital*

*EMU Control Room Expansion, Methodist Hospital*

Stephen B. Culbert,

P.E., Leed AP

*Electrical Department Manager and  
Project Manager*



Stephen is the firm's Electrical Engineering Department Manager. He brings 30 years of experience in the fields of electrical engineering, communications and acoustics to our team. He has designed and overseen a wide range of renovation projects including replacement and modifications to power distribution, lighting, life safety systems, communications systems and acoustics.

Several of Stephen's recent past projects have prepared him to serve as electrical engineer of record on the Ivy Tech Fort Wayne Renovation and Master Planning project. He has researched and prepared numerous feasibility studies for higher education facilities, similar to the Harrison Hall project, most of which have transitioned into full design and construction efforts.

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## Education

*BS, Electrical Engineering, University  
of Rochester, 1988*

## Registration

*Registered Professional Engineer:  
Indiana, Kentucky*

*Leadership in Energy & Environmental  
Design Accredited (LEED-AP)*

## Affiliations

*National Society of Professional  
Engineers*

*Indiana Chapter, Society of  
Professional Engineers (ASPE)*

---

## Relevant Project Experience:

### Purdue University, West Lafayette, IN:

*Jischke Hall for Biomedical Engineering Phase II – The Innovation Wing*

*Engineering Growth Plan Studies and Renovation Projects:*

- *Electrical Engineering Building*
- *Materials and Electrical Engineering Building*
- *American Railway Building*
- *Hampton Hall of Civil Engineering Ground Floor and Basement Renovation*

*Wiley Hall Student Success Center*

*James B. Dworkin Student Services and Activities Complex*

*Brees Student Athlete Academic Center*

*Birck Nanotechnology Center Static UPS Replacement*

*Heine Pharmacy Building – Multiple Laboratory Renovations*

### Ivy Tech Community College

*Muncie Campus Additions & Renovations*

*Sellersburg Campus Pfau Hall Master Plan*

### University of Louisville

*Renovation for New Delphi Teaching Innovation Learning Center*

*Ekstrom Library – Multiple Renovation Projects*

### Ball State University

*Multiple renovations to Business Academic Building*

### Indiana University Health

*Bloomington Regional Academic Health Campus – Clinic Building*

### Indianapolis Airport Authority

*Controlled Temperature Space for Air Cargo*

EXHIBIT B

STATE OF INDIANA )  
)SS:  
COUNTY OF Marion )

E-VERIFY AFFIDAVIT

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

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

Drew White  
Signature

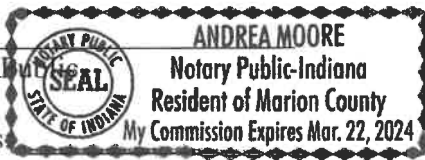
Drew White  
Printed Name

STATE OF INDIANA )  
)SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared DREW WHITE and acknowledged the execution of the foregoing this 28<sup>th</sup> day of August, 2020.

[Signature]  
Notary Public's Signature

Printed Name of Notary Public: ANDREA MOORE  
My Commission Expires: My Commission Expires Mar. 22, 2024



County of Residence: \_\_\_\_\_

**EXHIBIT C**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

**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 28th day of August, 2020.

Axis Architecture Interiors, LLC

By: Drew White

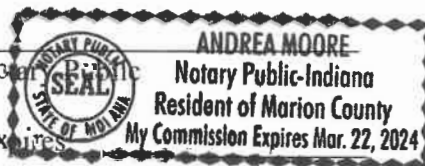
Drew White

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared DREW WHITE and acknowledged the execution of the foregoing this 28th day of August, 2020.

[Signature]  
Notary Public's Signature

Printed Name of Notary: ANDREA MOORE  
My Commission Expires: My Commission Expires Mar. 22, 2024



County of Residence: \_\_\_\_\_

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:** Economic Development Administration Grant 2020 – Trades District Technology Accelerator (PWEAA2020)

**Project Manager(s):** Jeff Underwood, Alex Crowley, Kaisa Goodman

**Project Description:**

**Background:** The Trades District Technology Center is a concept being developed for US EDA CARES Act grant funds to aid COVID-19 economic recovery and grow future tech employment in South Central Indiana. The Bloomington Economic Development Corporation (BEDC) and City of Bloomington are collaborating to develop this application, with BEDC as the lead applicant.

**Project overview:** The Trades District Technology Center will support South Central Indiana employment growth in strong and emerging clusters and commercialization of technology. The Center will create a technology hub by providing:

1. **Programming and services:** Commercialization programming will help tech companies grow and develop the region's economic competitiveness through future-focused, diverse employment options in technology.
2. **Space:** Class A office space will house growing and established tech companies, providing possible amenities like labs or meeting spaces.

**Target audience:** This Center will create a hub for technology companies that are beyond the startup phase, with services and space for growing and mature firms.

**Location:** Bloomington Trades District.

**Model:** A nonprofit entity will be established to run the Center.

**Connection to COVID-19 recovery:** This project will aid recovery through support for a future-focused industry and the creation of good paying jobs.



**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
AND  
AXIS ARCHITECTURE INTERIORS, LLC  
FOR  
ARCHITECTURE/ENGINEERING SERVICES**

- WHEREAS, on August 28, 2020, the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”) and Axis Architecture Interiors, LLC (“Consultant”) entered into an “Agreement between the City of Bloomington and Axis Architecture Interiors, LLC for Architecture/Engineering Services” (“Agreement”); and
- WHEREAS, the Agreement related to the City’s application for a CARES Act grant from the Economic Development Agency (“EDA”) to construct a technology center in the Trades District (the “Project”); and
- WHEREAS, the services provided for under the Agreement (“Services”) involved development of a “Preliminary Engineering Report” (“PER”) on the design and construction of the Project in order that the EDA may conduct an engineering review as part of its grant approval process; and
- WHEREAS, Thirty-Eighty Thousand Dollars (\$38,000.00) for Phase I and Axis has fully performed the services in the original scope of work; and
- WHEREAS, the EDA sent the City a “Merits Further Consideration” letter in December that indicated the application has moved to a second stage of the process, sought additional information, and stated that if the grant is ultimately approved, it would be in the amount of Three Million Five Hundred Twenty-Five Thousand Seventy-Five Dollars (\$3,525,075), and
- WHEREAS, the EDA’s proposed grant amount is less than the City requested by an estimated Two Million Three Hundred Eight Thousand Four Hundred Twenty-Five Dollars (\$2,308,425.00)), and
- WHEREAS, City staff have evaluated all possible options for addressing the funding gap and have determined that the best course of action is to reduce the size and scope of the proposed tech center; and
- WHEREAS, Axis is willing to modify its design for the tech center and the parties have therefore negotiated compensation for the additional design work in a not to exceed amount of Twenty-Nine Thousand Nine Hundred Seventy Dollars (\$29,970.00); and
- WHEREAS, pursuant to Article 26 of the Agreement, the Agreement may be modified only by a written amendment signed by both parties.



NOW, THEREFORE, the parties mutually agree as follows:

1. To amend Article 1. Scope of Services to reflect additional services as described in the Consultant's proposal, attached to this Amendment as Exhibit A and hereby incorporated into Exhibit A of the Agreement.
2. To amend Article 4. Compensation to incorporate the cost for the additional services added to Exhibit A of the Agreement. The City shall pay Consultant for all fees and expenses in an amount up to and not to exceed Twenty-Nine Thousand Nine Hundred Seventy Dollars (\$29,970.00).

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

**CITY OF BLOOMINGTON**

**AXIS ARCHITECTURE INTERIORS, LLC**

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

\_\_\_\_\_  
Drew White

**BLOOMINGTON**  
**REDEVELOPMENT COMMISSION**

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

**EXHIBIT A**  
**(Amended Scope of Services)**



# TRADES DISTRICT TECHNOLOGY CENTER

## PROGRAM REDUCTION SCHEME

JANUARY 14, 2021



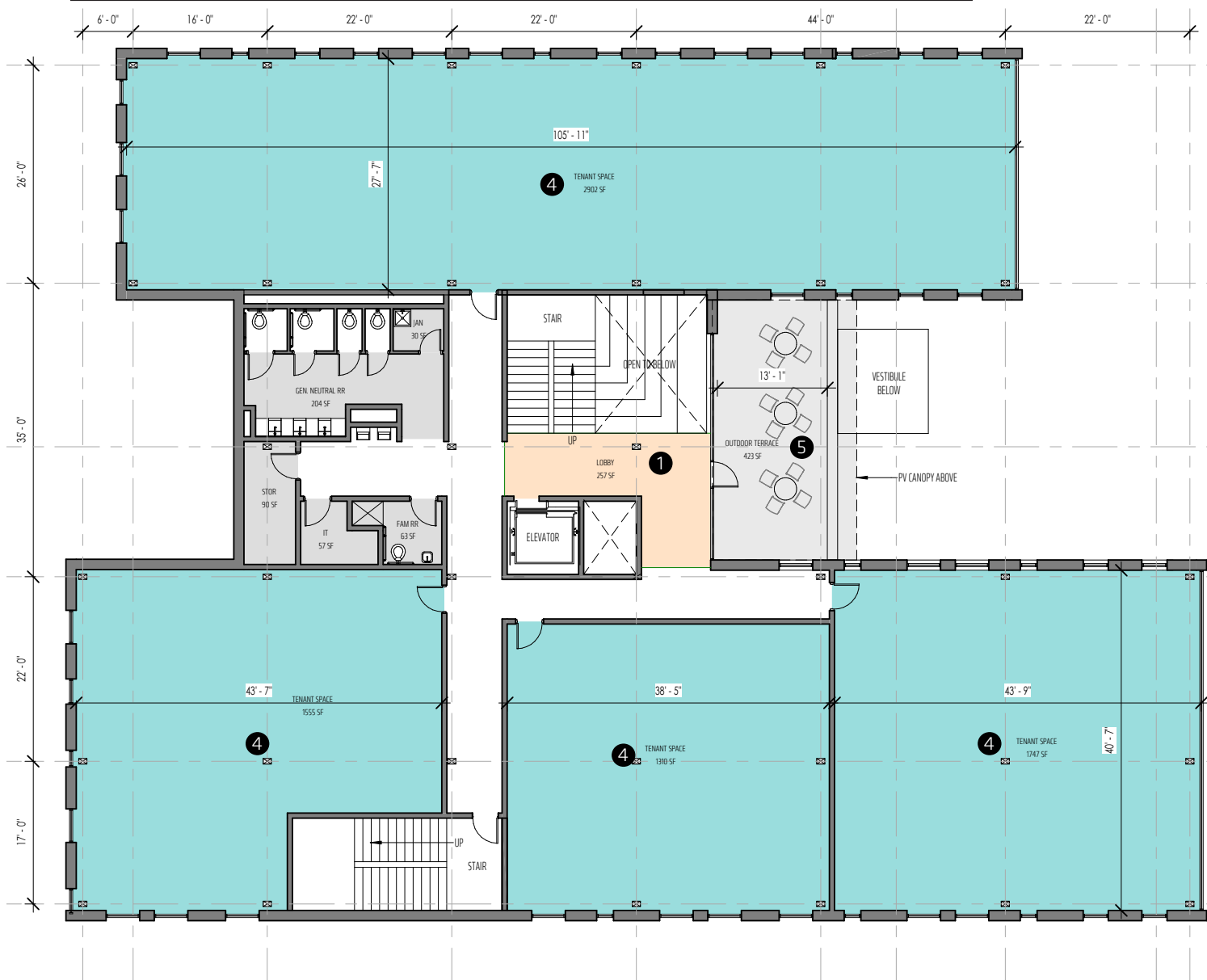


# ORIGINAL SCHEME

## LEVEL 02 + 03 FLOOR PLAN

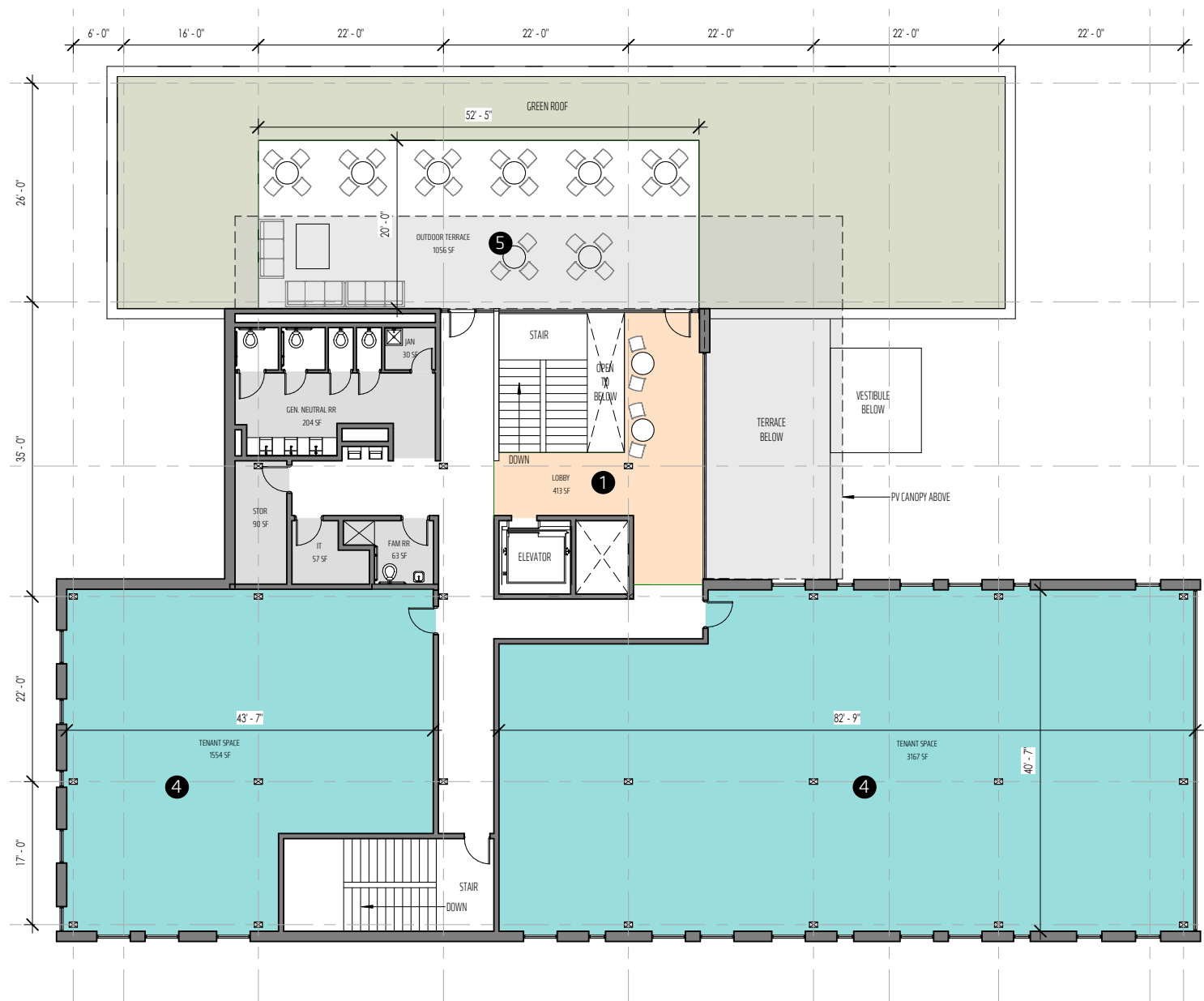
**NOTES**

① ATRIUM LOBBY SPACE	LOBBY + RECEPTION	
② RESTROOMS + SUPPORT SPACES	RESTROOMS + BOH	
③ SOCIAL HUB AND AMENITY SPACES	AMENITY SPACES	<b>3,200 NSF TOTAL</b>
④ TENANT SPACES	TENANT SPACES	<b>16,150 NSF TOTAL</b>
⑤ OUTDOOR ROOF TERRACE	ROOF TERRACE	<b>1,475 NSF TOTAL</b>
⑥ COMMUNITY TABLE + OUTDOOR PLAZA AREA	<b>TOTAL GSF = 29,250 GSF</b>	



**LEVEL 02 FLOOR PLAN**

0 5 15 35  
**LEVEL 02 GSF = 11,045 GSF**



**LEVEL 03 FLOOR PLAN**

0 5 15 35  
**LEVEL 03 GSF = 7,575 GSF**

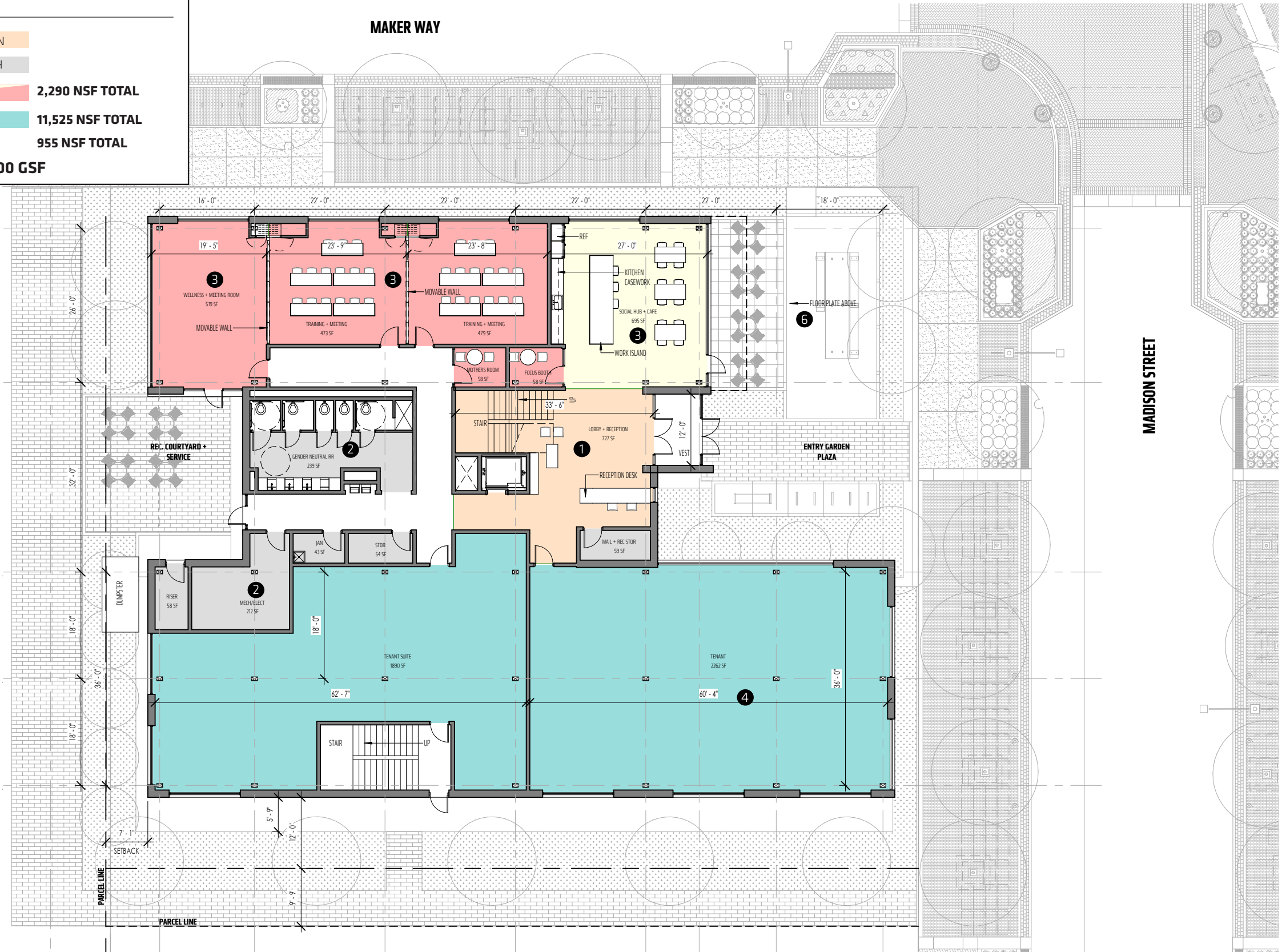
# REVISED - TWO-LEVEL SCHEME + ROOF MEZZANINE

## LEVEL 01 FLOOR PLAN

### NOTES

- 1 ATRIUM LOBBY SPACE
- 2 RESTROOMS + SUPPORT SPACES
- 3 SOCIAL HUB AND AMENITY SPACES
- 4 TENANT SPACES
- 5 OUTDOOR ROOF TERRACE
- 6 COMMUNITY TABLE + OUTDOOR PLAZA AREA

LOBBY + RECEPTION	
RESTROOMS + BOH	
AMENITY SPACES	<b>2,290 NSF TOTAL</b>
TENANT SPACES	<b>11,525 NSF TOTAL</b>
ROOF TERRACE	<b>955 NSF TOTAL</b>
<b>TOTAL GSF</b>	<b>= 21,000 GSF</b>



LEVEL 01 FLOOR PLAN

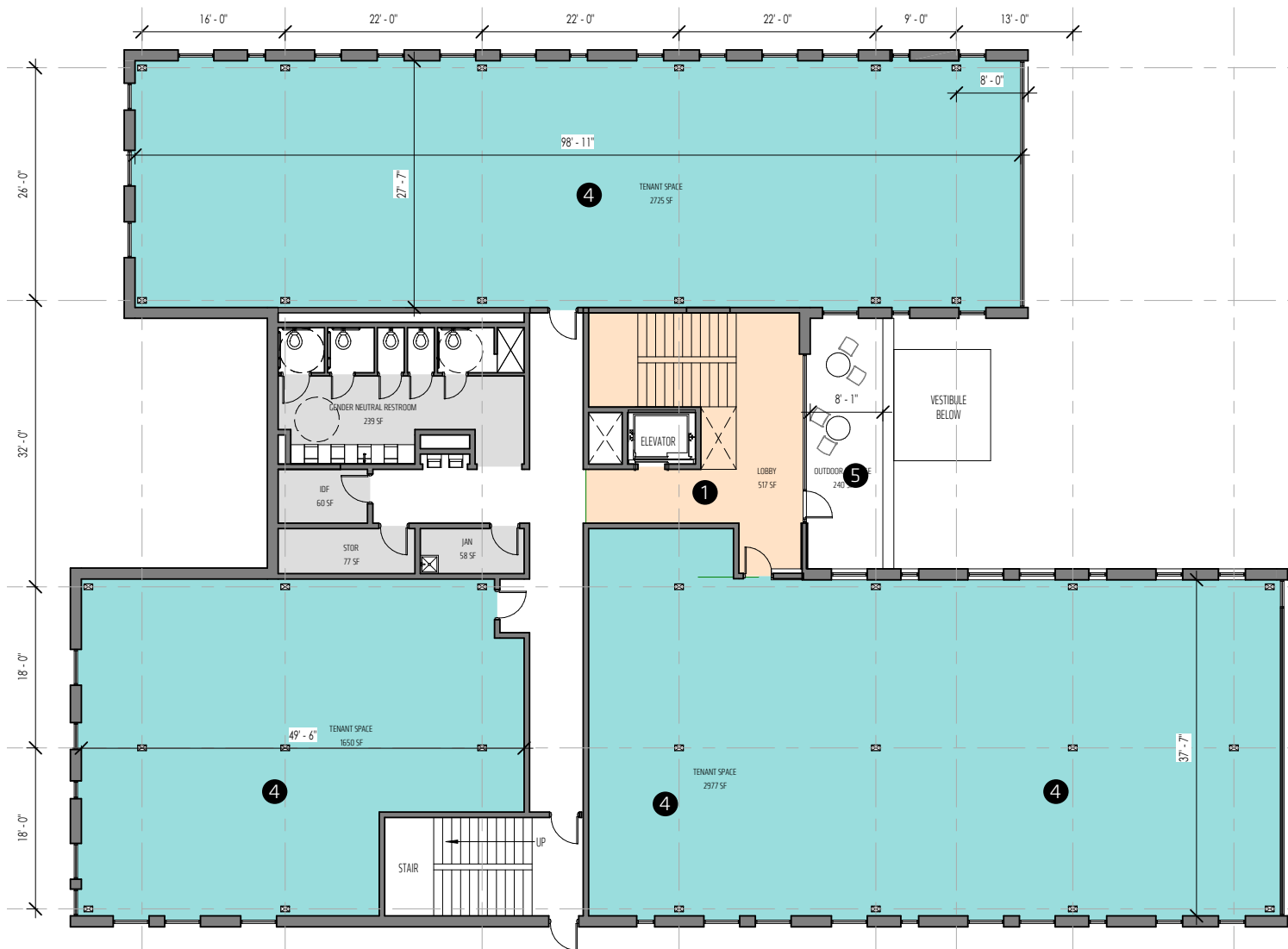
0 5 15 35

LEVEL 01 GSF = 9,925 GSF

# REVISED - TWO-LEVEL SCHEME + ROOF MEZZANINE

## LEVEL 02 + ROOF MEZZANINE

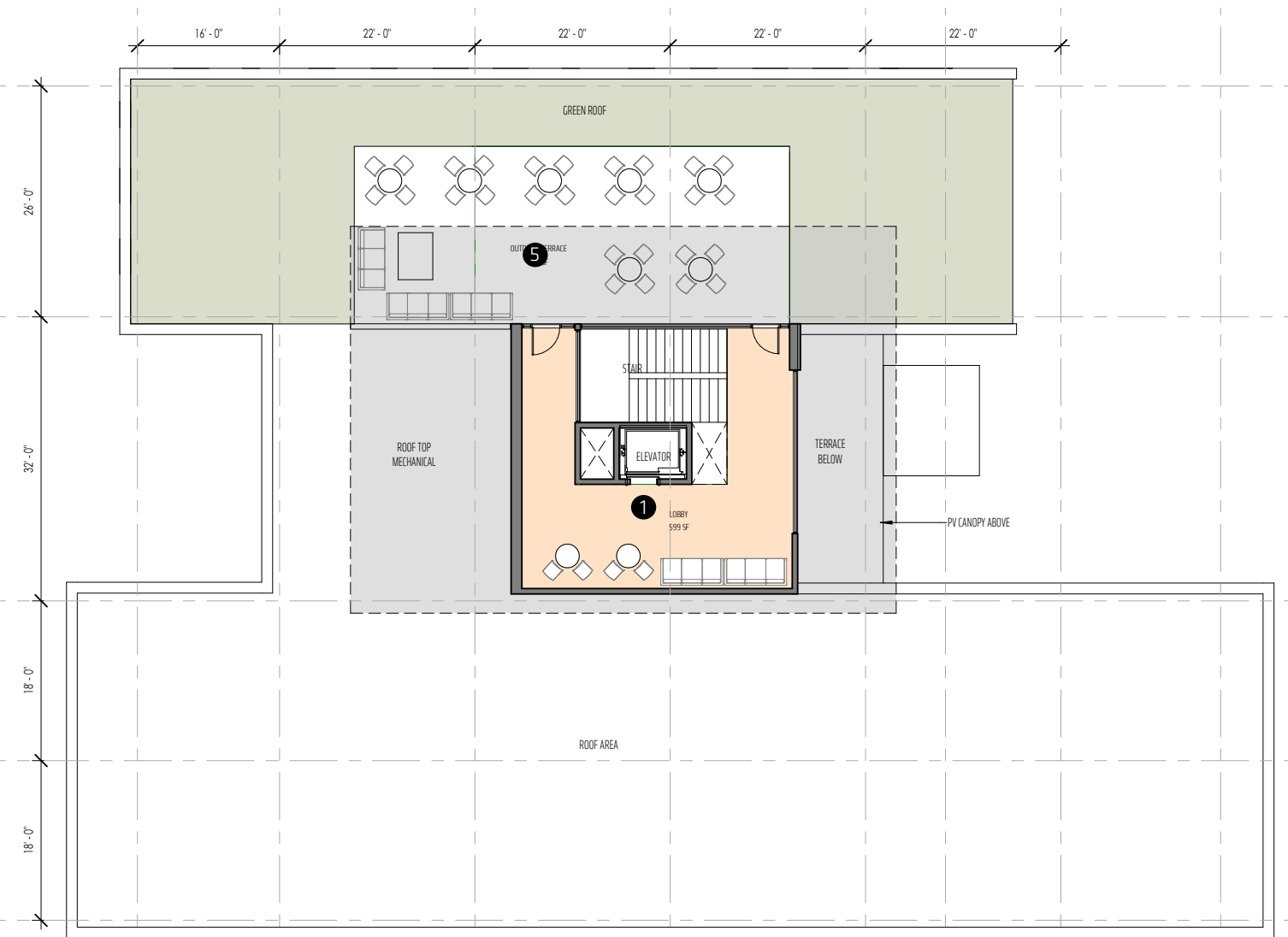
NOTES	
1 ATRIUM LOBBY SPACE	LOBBY + RECEPTION
2 RESTROOMS + SUPPORT SPACES	RESTROOMS + BOH
3 SOCIAL HUB AND AMENITY SPACES	AMENITY SPACES <b>32,290 NSF TOTAL</b>
4 TENANT SPACES	TENANT SPACES <b>11,525 NSF TOTAL</b>
5 OUTDOOR ROOF TERRACE	ROOF TERRACE <b>955 NSF TOTAL</b>
6 COMMUNITY TABLE + OUTDOOR PLAZA AREA	<b>TOTAL GSF = 21,000 GSF</b>



LEVEL 02 FLOOR PLAN



LEVEL 02 GSF = 10,050 GSF



LEVEL 03 FLOOR PLAN



LEVEL 03 GSF = 1,025 GSF

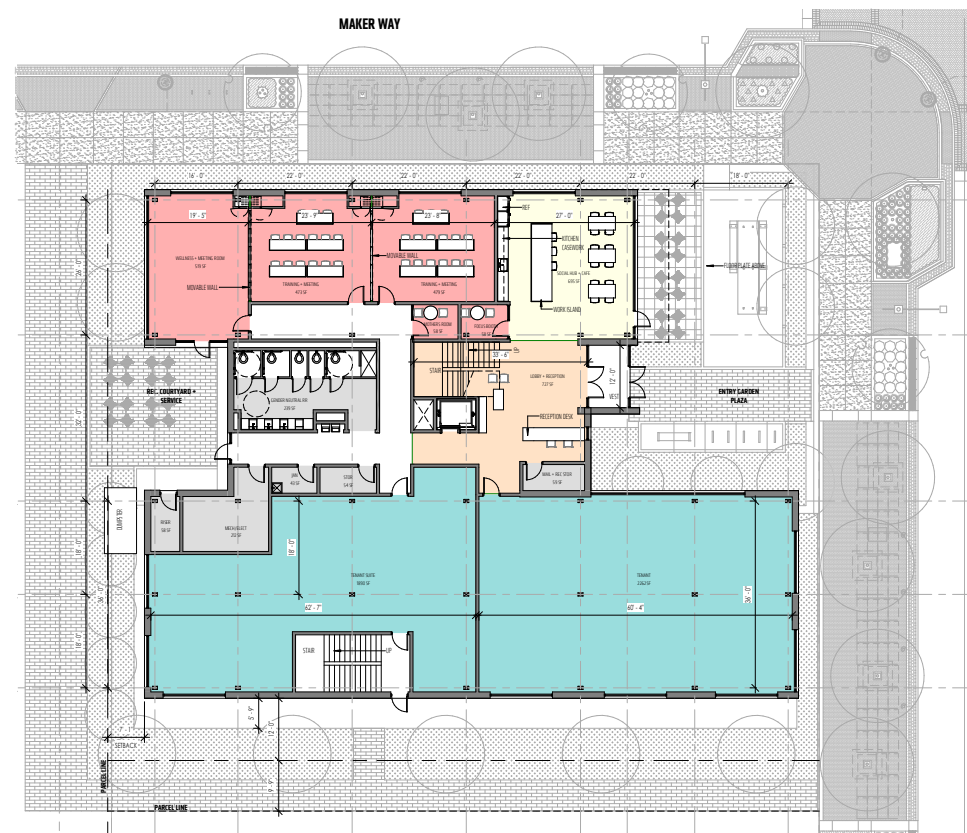
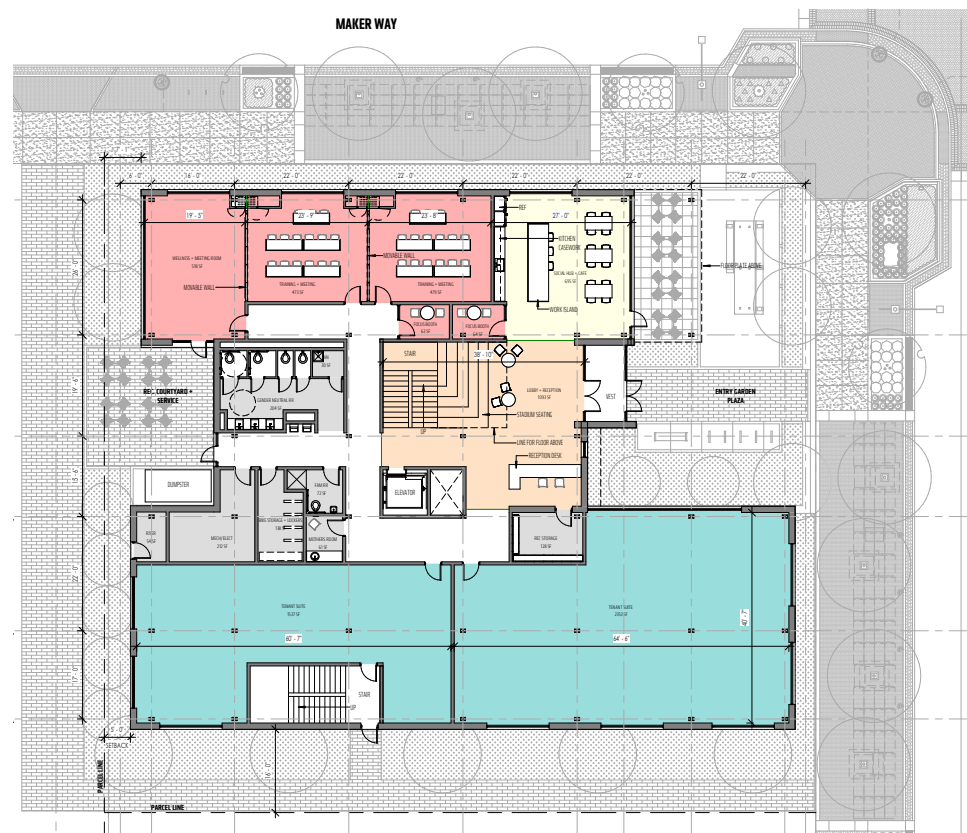
# PROGRAM COMPARISON

## ORIGINAL SCHEME

<b>GROSS SQUARE FOOTAGE</b>	29,250 SF
<b>LEVELS</b>	3 LEVELS
<b>TENANT NSF</b>	16,150 SF
<b>AMENITY SPACE NSF</b>	3,200 SF
<b>ROOF TERRACE NSF</b>	1,475 SF
<b>SITE REDUCTION</b>	-

## REVISED 2-LEVEL + ROOF MEZZANINE

<b>GROSS SQUARE FOOTAGE</b>	21,000 SF	-8,250 GSF
<b>LEVELS</b>	2 LEVELS + MEZZ.	
<b>TENANT NSF</b>	11,525 SF	-4,625 GSF
<b>AMENITY SPACE NSF</b>	2,290 SF	- 910 GSF - REMOVED ATRIUM GATHERING SPACE, MEETING ROOMS + SOCIAL HUB REMAIN AS IS
<b>ROOF TERRACE NSF</b>	955 SF	-520 NSF
<b>SITE REDUCTION</b>	1,335 SF	





**21-06**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FIRST AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL SERVICES WITH LITTLE RIVER CONSULTANTS, LLC FOR ECONOMIC DEVELOPMENT AGENCY (“EDA”) CARES ACT GRANT**

- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center in the Trades District (“Project”); and
- WHEREAS, as part of the grant application for the Project, the City is required to provide adequate environmental information to allow the EDA to confirm the Project’s compliance with the National Environmental Policy Act (“NEPA”); and
- WHEREAS, Step 2 of the Project was identified as NEPA (Environmental) Consultant; and
- WHEREAS, the City solicited proposals and identified Little River Consultants LLC (“Little River”) as the best provider to conduct the necessary environmental review and investigation services; and
- WHEREAS, Staff negotiated an agreement with Little River, which is attached to this Resolution as Exhibit A (“Agreement”), and the RDC approved the Agreement at its meeting on August 31, 2020; and
- WHEREAS, the Agreement was for an amount not to exceed Eight Thousand Six Hundred Fifty Dollars (\$8,650.00); and
- WHEREAS, the Scope of Services from Little River, incorporated into the Agreement as Exhibit A, did not include a Phase 1a archaeological reconnaissance and a Section 106 coordination (“Additional Services”) but made clear that the Additional Services would likely be needed if the grant application reached the next level; and
- WHEREAS, the EDA has moved the application to the next level and indicated that the Additional Services must now be submitted with the application, and the parties have therefore agreed upon a not to exceed amount of Twenty-One Thousand Seven Hundred Forty Dollars (\$21,740.00) for the Additional Services; and
- WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form that updates the cost estimate for the Project, and is attached to this Resolution as Exhibit B; and
- WHEREAS, the RDC has available funds in the Consolidated TIF to pay for the Additional Services;

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

1. The RDC reaffirms its approval of the Project, which is to obtain a federal grant, with RDC matching funds, to construct a Technology Center in the Trades District.
2. The RDC hereby approves the 1<sup>st</sup> Amendment to the Agreement, which is attached to this Resolution as Exhibit C, adding Additional Services to be compensated in an amount not to exceed Twenty-One Thousand Seven Hundred Forty Dollars (\$21,740.00). As set forth in the 1<sup>st</sup> Amendment, Consultant will invoice the City on a monthly basis according to the percentage of the work completed. In the event the EDA does not award the City the grant, Consultant will stop work as of the date of notification by the EDA, and the City shall only be further liable for work completed and expenses incurred up to the date of notification that a grant is not forthcoming.
3. All invoices shall be reviewed and approved by the Department of Economic and Sustainable Development and the Controller's office pursuant to the RDC and City of Bloomington's normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown).
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2021, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Donald Griffin, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
AND  
LITTLE RIVER CONSULTANTS LLC  
FOR  
ENVIRONMENTAL SERVICES**

This Agreement is entered into on this 4th day of September, 2020, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”) and Little River Consultants LLC (“Consultant”).

**WHEREAS**, the City wishes to hire an experienced entity to provide certain environmental services; 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 agree as follows:

**Article 1. Scope of Services:**

Consultant shall provide the services specified in Exhibit A, “Services” (the “Services”), attached hereto and incorporated into this Agreement, including Tasks 1-5.

Consultant shall complete the Services in a timely manner and consistent with the Standard of Care identified in Article 2. 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 Alex Crowley who shall be the City’s Project Manager for the Services. Consultant agrees that any information or documents, including but not limited to 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 consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, 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. Time is of the Essence:** Time is of the essence of this agreement and each of its terms.

**Article 4. Responsibilities of the City:** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Project Manager shall act on the City's behalf with respect to this Agreement.

**Article 5. Compensation:** The City shall pay Consultant for all fees and expenses in an amount not to exceed Eight Thousand Six Hundred Fifty Dollars (\$8,650.00).

Consultant shall submit an invoice to the City upon the completion of the Services. The invoice shall be sent to:

Alex Crowley  
Economic and Sustainable Development  
City of Bloomington  
401 N. Morton, Suite 150  
Bloomington, Indiana 47404

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.

Additional services not provided for in Article 1, or changes in the Services, must be authorized in writing by the Project Manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

**Article 6. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

**Article 7. Schedule:** Consultant shall perform the Services according to the schedule set forth in Exhibit A. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 8. Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate 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. Upon termination 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 12 herein.

**Article 9. Identity of the Consultant:** Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the City, except for Services related to "Task 2 – Cultural Resource Investigation" as outlined in Exhibit A and agreed to by the City. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 10. Opinions of Probable Cost:** All opinions of probable cost provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, City cannot and does not warrant or represent that the proposals or construction bids received will not vary from any cost estimates provided pursuant to this Agreement.

**Article 11. 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.

**Article 12. 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 13. Independent Contractor Status:** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its employees, 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 14. Indemnification:** Consultant shall defend, indemnify, and hold harmless the City of Bloomington and the officers, agents and employees of the City from any and all claims, demands, damages, costs, expenses or other liability arising out of 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 independent contractors directly responsible to it.

**Article 15. 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. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 B, 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 25. 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: Philippa Guthrie  
401 N. Morton, Suite 220  
Bloomington, Indiana 47402

**Consultant:**

Little River Consultants LLC  
ATTN: Rachele Baker, President  
9675 S County Road 100 East  
Clayton, Indiana 46118

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

**Article 26. 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 27. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.


**Article 28. 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 C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

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

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

**LITTLE RIVER CONSULTANTS LLC**

  
\_\_\_\_\_  
Rachele Baker, President

**EXHIBIT A**

**“Services”**

August 22, 2020

Philippa M. Guthrie  
Corporation Counsel, Legal Department  
City of Bloomington  
401 N. Morton Street, Suite 240  
Bloomington, IN 47404

Subject: Proposal for NEPA Services – EDA grant funding  
Trades District Technology Center  
Bloomington, Indiana  
Project 20-033

Dear Ms. Guthrie:

Little River Consultants, LLC is pleased to provide you with this proposal for National Environmental Policy Act (NEPA) services for a project applying for grant funding from the federal Economic Development Administration (EDA) available through the CARES Act. Per the City’s RFP for engineering services, “the proposed project is a Technology Center building in the City’s Trades District. The Trades District is a 12-acre portion of the Bloomington Certified Technology Park, located just steps from the downtown district on the site formerly occupied by the historic Showers Brothers Furniture Company. The Trades District is envisioned as a place of innovation, attraction, and job-creation for the City of Bloomington.”

As part of the grant application process, the City must conduct a NEPA type review, referred to as an Environmental Narrative, that primarily relies on known information in the form of existing reports, records, data, and maps, along with some preliminary onsite investigation. Although the typical NEPA process requires consultation with numerous local, state, and federal agencies, the EDA does not require the coordination to be complete at the time of grant application submittal. However, in the event of an award, agency consultation is expected to be carried out in an “expeditious manner.”

The City is considering two potential locations for the project, identified as Lots 2a/2b (approximately 0.46 acres), and Lots 6a/6b (approximately 0.95 acres). The properties are currently owned by the City, and the completed building will also be owned by the City. Both alternatives for site location will be evaluated during the NEPA process. This alternatives analysis will assist in determining which site is preferable.

Information provided by the City indicates the properties are currently vacant. Current and past aerial photography indicate the lots were in commercial/industrial use until sometime around 2015. Environmental Site Assessments have been completed for both of the potential project sites. Additional studies necessary for completion of the NEPA document include investigation of natural resources and cultural resources, and an analysis of socioeconomic impact. As a result, we propose the following services in support of your project development.

## SCOPE OF SERVICES

The purpose of these services is to assist with the preparation of the NEPA type Environmental Narrative required by the EDA for inclusion in CARES Act grant applications. Since funding is limited, and on a “first-come-first served” basis, time is of the essence. Typically Early Coordination with agencies would be the first step of the process. However, since it is not required for the application, Early Coordination is included as an optional task and moved toward the end of the process.

**Task 1 – Natural Resource Investigation:** An onsite visit will be conducted to document the presence or absence of natural features such as wetlands, streams, endangered species habitat, karst features, and flood prone areas. We will document plant species present onsite as well as evidence of wildlife use. If a Waters of the US Report (aka delineation report) is needed, it will be completed as part of this task. The Waters Report would be in a format suitable for future use in applying for Clean Water Act Section 404/401 permits. If needed we will request a Jurisdictional Determination from the US Army Corps of Engineers, although that determination will not likely be completed in time to include in the grant application.

In conjunction with the onsite visit, we will compile existing information and mapping from the USDA Soil Survey, USFWS National Wetland Inventory, USGS topographic maps, USGS hydrography data, FEMA floodplain maps, USFWS online endangered species data, IDNR endangered species data, and other.

*This scope and cost estimate does not include in-depth endangered species studies such as mist netting for Indiana bat (*Myotis sodalis*) or northern long-eared bat (*M. septentrionalis*). It also does not include application for Section 404/401 permits or a Rule5/Rule13 permit, but could be amended to include those permits if needed.*

**Task 2 – Cultural Resource Investigation:** Little River, or their subconsultant, will conduct a records check and literature review to determine if previous studies of the project area have documented archaeological or historic resources. We will review the National Register of Historic Places to identify properties or districts that may be within the Area of Potential Effect. From that information we will determine the potential for impacts to cultural resources.

Although coordination with Consulting Parties (such as tribes, historic societies, etc) will not be conducted until after the grant application is submitted, we will compile a list of those interested parties for inclusion in the Environmental Narrative. We will also submit relevant information to the State Historic Preservation Officer (SHPO), requesting they submit comments on the proposed project to the appropriate EDA Regional Office.

*Based on our previous experience in this area, we anticipate a Phase 1a archaeological reconnaissance will eventually be needed, however, that level of investigation is not included in this scope and cost estimate. In addition, Section 106 coordination is not included in this scope but will be needed if the grant application is accepted.*

**Task 3 – Socioeconomic Impact Analysis:** Information collected from existing mapping, onsite observations, and coordination with the City will be used to identify potential impacts to the community and the local economy. Socioeconomic impacts can be temporary or permanent in nature, and must be identified regardless of whether the impact is positive or negative. Impacts

to be considered could include use of parks, changes to travel patterns or traffic volume, creation of jobs, compatibility with surrounding landuse, availability of municipal services such as drinking water and waste collection, temporary air and noise impacts, etc. *This task is expected to require significant input from the City of Bloomington.*

**Task 4 – Environmental Narrative:** The Environmental Narrative covers the same range of subjects as NEPA documents typically required by the EDA, although most in-depth studies and coordination with agencies will be conducted after an application is accepted.

Little River Consultants will complete Environmental Narrative using the EDA template, in accordance with the Notice of Funding Opportunity issued by the EA. The Environmental Narrative will present findings from the Phase I and Phase II Environmental Site Assessments (ESAs) completed by BCA, and Tasks 1 through 3 from this proposal, as well as design specifications developed by the selected engineer. The Environmental Narrative will include an alternatives analysis, including lots 2a/2b, 6a/6b, and the “no-build” alternative, and will discuss measures for mitigating impacts. The document will include the following sections:

- Proposed Construction
- Alternative to the Proposed Project
- Mitigation
- Historic/Archeological Resources
- Wetlands
- Floodplains
- Vegetation and Wildlife Resources
- Endangered Species
- Land Use and Zoning
- Solid Waste Management
- Hazardous or Toxic Substances
- Water Resources
- Water Supply and Distribution System
- Wastewater Collection/Treatment
- Environmental Justice
- Transportation
- Air Quality
- Noise Pollution
- Permits
- Public Notification/Controversy
- Direct, Indirect, and Cumulative Effects

Attachments to the Environmental Narrative will include a USGS topographic map, FEMA floodplain map, Applicant Certification Clause, site photographs, wetland determination report, Phase I and Phase II ESAs, and additional supporting information available at the time of application.

**Task 5 – Early Coordination:** Although early coordination is not a required part of the Environmental Narrative, it will be a required part of the eventual NEPA document if the grant application is accepted. As an optional task, Little River will compile letters to applicable local, state, and federal agencies, describing the proposed project, the existing condition of the site, and an initial assessment of potential impacts. The letter will request agency feedback regarding potential impacts to resources or facilities within their jurisdiction. This task can be conducted concurrent with Task 1 through 4, or can wait to be initiated after the application is submitted. Timing of this task is somewhat dependent on advancement of site design. If responses are received prior to grant application submittal, they can be included as attachments to the application, but are not required for the application to be considered complete.

*We will need considerable background information from the City in order to compose these letters, including a full project description, the purpose and need for the project, funding sources and amounts, and site plans.*

**ESTIMATED FEE**

We propose to bill Lump Sum, based on the percent of each task completed each month. Payment shall be due within 30 days of invoice date. We have included fees for Early Coordination which is optional at this stage of your project. This cost estimate is based on the scope of services described above and on our current understanding of the project. The overall scope of Little River's services may need to be modified as the project progresses. We will promptly notify you if additional services and costs are required.

Task 1: Natural Resource Investigation	\$2,110
Task 2: Cultural Resource Investigation	\$1,530
Task 3: Socioeconomic Impact Analysis	\$1,220
Task 4: Environmental Narrative	\$2,890
Task 5: Early Coordination (Optional)	\$900

**SCHEDULE**

We understand the City wants to submit their grant application by September 30, 2020, and the completed EDA Environmental Narrative template must be included in the grant application submittal. As such, Little River will initiate work on this project immediately upon receiving the notice to proceed (NTP). Since the City owns the property, access to the project area will not present an obstacle. We will immediately begin gathering existing information and conducting onsite investigations. An initial meeting with City officials will be scheduled within one week of NTP to identify and gather relevant documents and information already compiled by the City. Onsite investigations will also be conducted within one week of NTP. Supporting documents, will be completed within three weeks of NTP. Using information gathered from existing records and reports, information included in support documents developed under this contract, information supplied by the City, and design details developed by the selected engineer, we will complete the EDA Environmental Narrative within 4 weeks of the NTP. Please understand that adherence to this schedule is dependent on timely production of all supporting materials.

If desired, Little River will conduct agency coordination concurrent with or following submittal of the grant application. Agencies will be given 30 days to respond. If the City's grant application is accepted, this additional step will allow for "expeditious" award of the grant.

**CLOSING**

We appreciate the opportunity to propose on this project and are confident our depth of experience on similar projects will be an asset. Please feel free to contact me at 317-702-7291 or at [Rachele@littleriverconsultants.com](mailto:Rachele@littleriverconsultants.com) if you have any questions regarding this proposal.

Sincerely,



A. Rachele Baker, PWS, CPESC  
Chief Ecologist

**EXHIBIT B**

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

**E-VERIFY AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Notary Public’s Signature

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

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

County of Residence: \_\_\_\_\_

**EXHIBIT C**

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.

Little River Consultants LLC

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

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

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

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

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

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

County of Residence: \_\_\_\_\_

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:** Economic Development Administration Grant 2020 – Trades District Technology Accelerator (PWEAA2020)

**Project Manager(s):** Jeff Underwood, Alex Crowley, Kaisa Goodman

**Project Description:**

**Background:** The Trades District Technology Center is a concept being developed for US EDA CARES Act grant funds to aid COVID-19 economic recovery and grow future tech employment in South Central Indiana. The Bloomington Economic Development Corporation (BEDC) and City of Bloomington are collaborating to develop this application, with BEDC as the lead applicant.

**Project overview:** The Trades District Technology Center will support South Central Indiana employment growth in strong and emerging clusters and commercialization of technology. The Center will create a technology hub by providing:

1. **Programming and services:** Commercialization programming will help tech companies grow and develop the region's economic competitiveness through future-focused, diverse employment options in technology.
2. **Space:** Class A office space will house growing and established tech companies, providing possible amenities like labs or meeting spaces.

**Target audience:** This Center will create a hub for technology companies that are beyond the startup phase, with services and space for growing and mature firms.

**Location:** Bloomington Trades District.

**Model:** A nonprofit entity will be established to run the Center.

**Connection to COVID-19 recovery:** This project will aid recovery through support for a future-focused industry and the creation of good paying jobs.



**Competitive advantage:** Tech is best positioned to benefit from this center as:

- The tech sector is still growing across our region
- Technology applies across almost all sectors
- It requires less infrastructure and resources compared to other sectors
- Tech and defense are tied to two key public sources of technology development: Indiana University Bloomington and NSA Crane.

**Project Timeline:**    **Start Date:**    **July 2020**  
    **End Date:**        **December 2022**

**Financial Information:**

Estimated full cost of project:	<del>\$2,049,650.00</del> 2,101,360.00
Sources of funds:	Consolidated TIF

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

Step	Description	Quoted Cost	Timeline
1.	Application Project Management	\$3,000	July/Aug. 2020
2.	NEPA Consultant	\$8,650	August 2020
2a.	Added NEPA Services	\$21,740	Jan.2021
3.	Architecture/Engineering (Pre-App)	\$38,000	September 2020
3a.	Added A/E Services	\$29,970	January 2021
4.	<u>Design/Construction Match</u>	Est. \$2,000,000	2021

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

- Resolution History:** 20-45 Project Review and Approval (August 3, 2020)  
 20-54 Approval of Third Addendum for Project Manager  
 20-60 Agreement with NEPA Consultant  
 20-61 Agreement with Axis Architecture for Design Services  
 21-05 Amendment with Axis for Design Services  
 21-06 Amendment with NEPA Consultant Little River

*To Be Completed by Redevelopment Commission Staff:*

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

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

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
AND  
LITTLE RIVER CONSULTANTS LLC  
FOR  
ENVIRONMENTAL SERVICES**

- WHEREAS, on September 4, 2020, the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”) and Little River Consultants LLC (“Consultant”) entered into an “Agreement between the City of Bloomington and Little River Consultants LLC for Environmental Services” (“Agreement”); and
- WHEREAS, the Agreement related to the City’s application for a CARES Act grant from the Economic Development Agency (“EDA”) to construct a technology center in the Trades District (the “Project”); and.
- WHEREAS, the environmental services (“Services”) provided for under the Agreement involved collection and presentation of environmental information sufficient to confirm the Project’s compliance with the National Environmental Policy Act (“NEPA”); and
- WHEREAS, the Agreement was for an amount not to exceed Eight Thousand Six Hundred Fifty Dollars (\$8,650.00) and Little River has provided the Services as required under the Agreement; and
- WHEREAS, the Scope of Services from Little River, incorporated into the Agreement as Exhibit A, did not include a Phase 1a archaeological reconnaissance and a Section 106 coordination (“Additional Services”) but made clear that the Additional Services would likely be needed if the grant application reached the next level; and
- WHEREAS, the EDA has moved the application to the next level and indicated that the Additional Services must now be submitted with the application, and the parties therefore wish to modify the Agreement to add the Additional Services; and
- WHEREAS, the parties have agreed that the Additional Services will increase the compensation by an amount not-to-exceed Twenty-One Thousand Seven Hundred Forty Dollars (\$21,740.00); and
- WHEREAS, pursuant to Article 27 of the Agreement, the Agreement may be modified only by a written amendment signed by both parties.

NOW, THEREFORE, the parties mutually agree as follows:

1. To amend Article 1. Scope of Services to reflect additional services as described in the Consultant’s “Addendum,” attached to this Amendment as Exhibit A and hereby incorporated into Exhibit A of the Agreement.

2. To amend Article 5. Compensation to incorporate the cost for the Additional Services added to Exhibit A. The City shall pay Consultant for all fees and expenses incurred, in an amount up to and not to exceed Twenty-One Thousand Seven Hundred Forty Dollars (\$21,740.00). Consultant will invoice the City on a monthly basis according to the percentage of the work completed. In the event the EDA does not award the City the grant, Consultant will stop work as of the date of notification by the EDA, and the City shall only be further liable for work completed and expenses incurred up to the date of notification that a grant is not forthcoming.

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

**CITY OF BLOOMINGTON**

**LITTLE RIVER LLC**

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

\_\_\_\_\_  
Rachele Baker, President

**BLOOMINGTON  
REDEVELOPMENT COMMISSION**

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

**EXHIBIT A**  
**(Amended Scope of Services)**



LITTLE RIVER CONSULTANTS

9675 SOUTH CR 100 EAST · CLAYTON, INDIANA 46118 · 317.702.7291

January 13, 2021

Philippa M. Guthrie  
Corporation Counsel, Legal Department  
City of Bloomington  
401 N. Morton Street, Suite 240  
Bloomington, IN 47404

Subject: Proposal for NEPA Services – EDA grant funding  
Trades District Technology Center  
Bloomington, Indiana  
Project 20-033

Dear Ms. Guthrie:

Little River Consultants, LLC is pleased to provide you with this addendum to our original proposal for National Environmental Policy Act (NEPA) services for a project applying for grant funding from the federal Economic Development Administration (EDA) available through the CARES Act. As part of the grant application process, the City conducted a NEPA type review, referred to as an Environmental Narrative, that primarily relied on known information in the form of existing reports, records, data, and maps, along with some preliminary onsite investigation. Following the City's original submittal for funding, the EDA issued a "Merits Further Consideration" (MFC) letter requesting some additional information. In the event of an award, the City is expected to complete the NEPA process in an "expeditious manner." As a result, we propose the following additional services in support of your MFC letter response, and conclusion of the NEPA process.

### **SCOPE OF SERVICES**

The purpose of these services is to assist with additional information required by the EDA following the City's CARES Act grant application, including completion of Phase 1b archaeological reconnaissance. Should the grant be awarded, this addendum also includes assistance with finalizing the full NEPA document. Tasks 1 through 5 of the original contract have been completed. This addendum addresses Tasks 6 through 8.

**Task 6 – MFC Letter Response:** Following initial grant application submittal, the EDA has requested additional information for use in their consideration of the project. Additional information deals with agency responses, public involvement, and additional specialized studies. Little River has assisted with compiling the necessary information for a response to the WFC letter, as well as meeting the additional requirements of the letter. In the interest of expedience, much of this task has already been completed as of the writing of this proposal.

**Task 7 – Phase 1b Archaeological Reconnaissance:** The WFC letter requests additional archaeological investigation of the site be conducted along with completion of the Section 106 process. Little River will utilize a sub-consultant – Clark Dietz – to perform archaeological work. The proposed work has been planned to meet the requirements of the WFC Letter request while

minimizing expense to the City. With that approach in mind, a work plan will be submitted to IDNR for approval. If acceptable, work will proceed with excavation of the site, processing and analysis of artifacts, and report composition. This task includes an analysis of a limited number of artifacts (no more than 25) which should be sufficient for the EDC to evaluate the project. As a cost savings measure, the City could provide equipment and an operator for precision excavation of the site. As part of this task, Little River will also complete the Section 106 coordination.

*The task does not include excavation of archaeological features, Phase II investigation, or Phase III investigation. Although findings may warrant such studies, the need for such studies may preclude this project from the grant program. As such, if these studies are eventually required by the City, this proposal can be amended to include such work.*

**Task 8 – NEPA Document:** The original Environment Narrative was composed using what information was already available through past studies, available databases, and existing mapping. Completion of the NEPA document will require incorporation of comments received from agencies through the Early Coordination process, information included in specialized reports involving hazardous materials and archaeology, information from the Section 106 process, comments from public involvement, an alternatives analysis, and coordination with the EDC and/or HUD for document approval.

**ESTIMATED FEE**

We propose to bill Lump Sum, based on the percent of each task completed each month. Payment shall be due within 30 days of invoice date. We have included fees for completion of the NEPA process, which is optional at this stage of your project. This cost estimate is based on the scope of services described above and on our current understanding of the project. The overall scope of Little River’s services may need to be modified as the project progresses. We will promptly notify you if additional services and costs are required.

Task 6: MFC Letter Response	\$2,640
Task 7: Phase 1b Archaeological Investigation	\$18,900
Work Plan, including submittal to SHPO	\$2,000
Fieldwork	\$7,000
Excavation*	\$5,000
Report	\$4,000
Section 106 Process	\$900
Task 8: NEPA Document	\$5,200

*\* The City has the option to provide equipment and operator for this line item, in which case this cost can be excluded from the total, bringing the Task 7 cost to \$13,900.*

**SCHEDULE**

Task 6 is already underway and nearly complete. Little River will continue to work with the City to meet the requirements of the letter. Task 7 will be initiated upon receipt of your notice to proceed. Milestones for completion of Task 7 are as follows:



Phase Ib Work Plan submittal to SHPO  
Phase Ib Work Plan review and approval by SHPO  
Phase Ib Fieldwork (weather-dependent)  
Report creation and submittal  
Report approval by SHPO

February 8, 2021  
March 22, 2021  
April 2, 2021  
April 16, 2021  
June 1, 2021

The timing of Task 8 is dependent on receipt of grant funding and the decision by the City to advance the project.

**CLOSING**

We appreciate the opportunity to propose on this project and are confident our depth of experience on similar projects will be an asset. Please feel free to contact me at 317-702-7291 or at [Rachele@littleriverconsultants.com](mailto:Rachele@littleriverconsultants.com) if you have any questions regarding this proposal.

Sincerely,



A. Rachele Baker, PWS, CPESC  
Chief Ecologist

Proposal Acceptance: Tasks 6 and 7	
_____	_____
Signature	Date

Proposal Acceptance: Task 8	
_____	_____
Signature	Date



**EXHIBIT B**  
**(Original Agreement)**