

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**February 1, 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/92215431011?pwd=cTNUZFcwYWY4NmRDUmRZek5oRXIzZz09>  
Meeting ID: 922 1543 1011  
Passcode: 750754*

- I. ROLL CALL**
- II. READING OF THE MINUTES** –January 19, 2021and Executive Session for January 19, 2021
- III. EXAMINATION OF CLAIM REGISTER** – January 22, 2021 for \$2,755,166.34
- IV. EXAMINATION OF PAYROLL REGISTERS**–January 15, 2021 for \$34,106.14
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A.** Director's Report
  - B.** Legal Report
  - C.** Treasurer's Report
  - D.** Business Development Updates
- VI. NEW BUSINESS**
  - A.** Bid Opening for 4<sup>th</sup> Street Garage Space
  - B.** Bid Opening for Trades District Garage Space
  - C.** Resolution 21-07: Agreement with Ignition Arts for Trades District Gateway Art
  - D.** Resolution 21-08: Approval of Funding Agreement with Habitat for Humanity for Infrastructure Improvements
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, January 19, 2021, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <https://catstv.net/m.php?q=9196>***

**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: Mick Renneisen, Deputy Mayor; Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic & Sustainable Development; Philippa Guthrie, Corporation Counsel; April Hennessey, MCCSC Representative; Cathy Fuentes-Rohwer, MCCSC Representative; Dave Askins, B Square Beacon; Clark Greiner, BEDC; Jen Pearl, BEDC; Kaisa Goodman, Special Projects Manager, Economic & Sustainable Development; Elizabeth Karon, Executive Assistant to the Mayor; Josh Scism, CORE Planning Strategies; Richard Lewis; Richard Butwin; Deb Kunce, CORE Planning Strategies; Mary Ann Valenta

**II. READING OF THE MINUTES** – David Walter moved to approve the January 4, 2021, minutes. Cindy Kinnarney seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF PAYROLL REGISTERS** – Cindy Kinnarney moved to approve the December 31, 2020, payroll register for \$33,770.26. David Walter seconded the motion. The motion passed unanimously.

**IV. REPORT OF OFFICERS AND COMMITTEES**

**A. Director's Report.** Doris Sims introduced April Hennessey and Cathy Fuentes-Rohwer as the new MCCSC representatives for the Redevelopment Commission. Sims also reported that the 2021 Community Development Block Grant (CDBG) process has begun. The physical improvements advisory committee members decided to do a second round request for applications because they still had \$92,000 in remaining funds. Applications are due by the end of the month, and all recommendations will go to the RDC at the meeting on February 15, 2021.

Doris announced this is her last RDC meeting and Brent Pierce will be acting Director until a replacement has been made.

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

**C. Treasurer's Report.** Jeff Underwood announced that the Hospital Reuse Committee put together a presentation for an update on the IU Health Hospital Site Master Plan. Mick Renneisen began the presentation. The presentation slides are attached to the minutes.

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

**V. NEW BUSINESS**

**A. Resolution 21-04: Approval of Public Art Agreement with Snebtor LLC for the Trades District Garage.** Larry Allen stated 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 District Garage. The amount of the contract shall not exceed \$75,000.

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

Cindy Kinnarney moved to approve Resolution 21-04 via roll-call vote. Nicholas Kappas seconded the motion. The motion passed unanimously.

- A.** Resolution 21-05: 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. Alex Crowley stated the City requested an EDA grant totaling \$5,833,500. 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 \$3,525,075. The amount is \$2,308,425 less than the City's request. 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. Axis is willing to modify its design for the tech center and the parties have therefore negotiated compensation for the additional design work in an amount not to exceed \$29,970.

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

David Walter moved to approve Resolution 21-05 via roll-call vote. Cindy Kinnarney seconded the motion. The motion passed unanimously.

- B.** Resolution 21-06: Approval of First Amendment to Agreement for Environmental Services with Little River Consultants. Philippa Guthrie said the Merits Further Consideration letter request from the EDA included a National Environmental Policy Act (NEPA) review. A NEPA review is required for any federally funded projects. The scope of services from Little River did not include a Phase I archaeological reconnaissance and Section 106 coordination but made clear that the additional services would likely be needed if the grant application reached the next level. The EDA has moved the application to the next level and indicated that the additional services must now be submitted with the application. Staff have negotiated an agreement with Little River for an amount not to exceed \$21,740 for the additional services.

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

Cindy Kinnarney moved to approve Resolution 21-06 via roll-call vote. Nicholas Kappas seconded the motion. The motion passed unanimously.

**C. BUSINESS/GENERAL DISCUSSION**

Larry Allen said in Resolution 20-85 the RDC approved a resolution to convey 1100 West 10<sup>th</sup> Street to Habitat for Humanity. The resolution authorized Don Griffin as the signatory for the RDC. Unfortunately, the closing could not be accomplished before the end of 2020. In the transition time from 2020 to 2021, the State updated its form, which necessitated the City to go back and correct a few items in order to have a proper closing. Allen said the property was originally conveyed from the HAND Department to the Housing & Neighborhood Development Department acting by and through the Redevelopment Commission. Allen requested a motion be made to allow Doris Sims to be a signatory on the closing.

David Walter made a motion to authorize Doris Sims to be a signatory on the closing. Nicholas Kappas seconded the motion. The motion passed unanimously.

**D. ADJOURNMENT**

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

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

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

\_\_\_\_\_  
Date

## EXECUTIVE SESSION

The Redevelopment Commission of the City of Bloomington, Indiana, met on Tuesday, January 19, 2021, at 4:30 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, and via ZOOM.

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

Commissioners Absent: Donald Griffin

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

Others Present: Larry Allen, Assistant City Attorney, City Legal Department; Alex Crowley, Director, Economic and Sustainability; Joel Markland, BCA Environmental Consultants.

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

No other matters were discussed.

The meeting adjourned at 5:03 p.m.

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David Walter, Vice President

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Cindy Kinnarney, Secretary

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Date

**21-07**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AGREEMENT FOR TRADES DISTRICT GATEWAY ART**

- WHEREAS, in May 2005, the City of Bloomington’s (“City”) application for Certified Technology Park (“CTP”) designation was approved by the Indiana Economic Development Corporation, for an area encompassing 65 acres in northwest downtown Bloomington; and
- WHEREAS, the Redevelopment Commission (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of the 12 acres within the CTP to create the geographical center of innovation now called the Trades District; and
- WHEREAS, in Resolution 15-60, the RDC approved a Project Review and Approval form supporting the effort to begin infrastructure improvements in the Trades District (the “Infrastructure Project”), which form was amended in Resolution 18-13; and
- WHEREAS, in Resolutions 18-13 and 18-14, the RDC approved the commencement of work on redeveloping the Trades District by approving the award of bids and contracts for the Infrastructure Project and the renovation of the Dimension Mill; and
- WHEREAS, the City solicited public input on Trades District Gateway Art designs for completion of the Infrastructure Project, and the City along with the public selected a design from Stefan Reiss as the winning design; and
- WHEREAS, with input from the artist Stefan Reiss, the City has negotiated an agreement with Ignition Arts, LLC, to fabricate and install the Gateway Art for an amount not exceed Ninety Thousand Two Hundred Thirty Dollars (\$90,230.00) (“Agreement”); and
- WHEREAS, the Agreement is attached to this resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF 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 BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

1. The RDC reaffirms its approval of the Infrastructure Project redeveloping the Trades District, as set forth in the Amended Form, and reiterates that it serves the public's interest.
2. The RDC finds that the Gateway Art project has a valid public purpose and is an appropriate use of the Consolidated TIF.
3. The RDC hereby approves the Agreement with Ignition Arts, LLC, attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed Ninety Thousand Two Hundred Thirty Dollars (\$90,230.00) to pay for the public art, pursuant to the terms of the Agreement.
4. The Payment authorized above may be made from the Consolidated TIF, or any other fund indicated in the Amended Form. Nothing in this Resolution shall remove the requirement to comply with the City or 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**

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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  
ECONOMIC AND SUSTAINABLE DEVELOPMENT  
DEPARTMENT and the BLOOMINGTON REDEVELOPMENT COMMISSION  
AND  
IGNITION ARTS, LLC  
FOR  
TRADES DISTRICT GATEWAY SCULPTURE**

This Agreement, entered into on this \_\_\_\_ day of February, 2021, by and between the City of Bloomington Economic & Sustainable Development Department (the “Department”) and the Bloomington Redevelopment Commission (“RDC”) (collectively the “City”), and Ignition Arts, LLC (“Consultant”),

**WITNESSETH:**

WHEREAS, the City wishes to have the Stefan Reiss’s OT 987 sculpture fabrication and installation at the 10th Street Gateway; and

WHEREAS, the City requires the services of a professional consultant in order to perform fabrication and installation (the “Services” as further defined below); and

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

WHEREAS, Consultant is willing and able to provide such Services to the City.

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Sean M. Starowitz 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 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. 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 Ninety Thousand Two Hundred Thirty Dollars (\$90,230.00). 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. The invoice shall be sent to:

Sean M. Starowitz  
City of Bloomington  
401 N. Morton, Suite 150  
Bloomington, Indiana 47404

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

**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.

**Article 6. Schedule**

Consultant shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination**

In the event of a party’s substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The

nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

**Article 8. 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. 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 9. Opinions of Probable Cost**

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

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

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of 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 Department, the RDC, and the officers, agents and employees of the City, Department, and RDC from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. 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 applicable 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.

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists).

Consultant shall sign an affidavit, attached as Exhibit C, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

**Article 24. Notices**

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

**City:**

**Consultant:**

City of Bloomington	Ignition Arts
Attn: Sean M. Starowitz	5868 E. 71st Street, Suite E220
401 N. Morton, Suite 150	Indianapolis, Indiana 46220
Bloomington, Indiana 47402	

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**IGNITION ARTS, LLC**

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

\_\_\_\_\_  
Brian McCutcheon, Owner

\_\_\_\_\_  
Alex Crowley, Director

**EXHIBIT A**

**“Scope of Work”**

The Services shall include the following:

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**PROJECT ESTIMATE: Stefan Reiss - Bloomington Trades District Sculpture**



**FROM:**  
Ignition Arts, LLC  
3171 Kirkbride Way  
Indianapolis, IN 46222

**TO:**  
Stefan Reiss

**PROJECT NAME:**  
Bloomington Trades District Sculpture

**ESTIMATE DATE:**  
Monday, November 30, 2020

Attention: Stefan Reiss

**Scope of work includes fabrication and finishing, installation of an illuminated, steel channel sculpture**

	<b>Price</b>
Project Management: generate shop drawings, build cut files, logistics	\$9,300.00
Engineering: engineering review and stamp	\$2,320.00
Materials: laser-cut 3/8" wall x 3.5" x 3.5" A-500 Grade B square tubing, plasma-cut 1/2" thick x 12" square A-36 plate, 48" x 96" polycarbonate sheet, 14 GA laser-cut hot rolled steel sheet, laser-cut 5/16" wall x 3.5" x 3.5" A-500 Grade B square tubing, 1" A-36 plate, 3/4"-10 x 18" long 316 SS concrete anchors, hardware, LEDs, Easy Stand Alone U9 DMX Controller, LED power supplies, misc electrical (wire, connectors/splices, heat-shrink tubing, etc.), IP67 4-channel DMX decoders	\$17,040.00
Concrete: excavation, formwork, reinforcing steel, concrete	\$8,000.00
Fabrication Labor: metal fabrication (cutting, welding, grinding smooth all welds), install LEDs and electronics	\$20,750.00
Finish coating: hot-dipped galvanizing, epoxy-based primer, industrial urethane top coat	\$12,240.00
Installation: delivery and on-site install; includes equipment rental	\$20,580.00
<b>Total for this component [IA's scope]:</b>	<b>\$90,230.00</b>
Artist's fee:	\$13,000.00
Design Coordination and Preliminary Structural Engineering:	\$7,800.00
<b>Project total [IA's scope] + Artist's fee + Design Coordination and Preliminary Structural Engineering:</b>	<b>\$111,030.00</b>

NOTES: \*\*\* This estimate is for initial budgetary purposes only \*\*\*

- \* Materials and finish assume the use of structural steel, galvanized and liquid coated, with minimal paint prep.
- \* Concrete pricing per Brownsmith Studios.
- \* Site wiring and electrical connection are not included in the above figures.

Materials and labor for the electrical/electronic components (LEDs, drivers, controller, decoders, wiring) come to a total of: \$6,780.00. This assumes no more than seven (7) separately-controlled LED circuits, to maintain a lower total project budget. Component quantities may need to be updated after the final electrical design is available. This pricing is for string-addressed LEDs, not individually-addressed LEDs.

**ESTIMATE EXPIRATION: THIS ESTIMATE EXPIRES IN 30 DAYS. DUE TO VOLATILITY IN THE METAL AND LUMBER MARKETS, IGNITION ARTS, LLC RESERVES THE RIGHT TO REVISE THE MATERIALS PRICING AT ANY POINT UP TO THE ACCEPTANCE OF THIS PROJECT. THIS ESTIMATE MAY ALSO BE REVISED TO REFLECT ANY SCOPE CHANGES BY THE CLIENT.**

STEFAN REISS - O.T. 987  
 METAL SCULPTURE WITH LED LIGHTING



CONCEPT

My most recent art works are interventions in public spaces, at festivals or in exhibitions that appeal to a wide range of visitors. They can be understood worldwide and invite everyone to experience them, beyond any borders.

The task of all my works is the examination of the long history of sculpture and installation on the one hand and modern, social changes, technical inventions and future developments on the other. We are currently in the process of implementing one of the greatest transformations in recent history, the digital transformation. There's nearly no area of life, which isn't affected by these massive changes.

But with this transformation a new insurmountable gap occurs between our self, the human body and its digital representation (for example on social media channels). All current digital technologies lack essential sensory experiences, precisely because they can usually only be experienced via a screen. Our digital experiences are subject to a number of limitations, certain senses are even completely excluded from the wealth of experience, such as smell, taste or touch.

My great interest in modern technologies, but also the almost overpowering development of digital media, led to a completely new confrontation with contemporary sculpture: the fusion of sculptural form and the digital world. My very own interest is in the sense of touch and the spatial understanding of the world. For me, therefore, a modern sculpture must be both near and spatially experientiable, with the whole body and all the senses. At the same time, it has to open the door to an exciting digital world, that can be experienced with the whole body.

SHORTLIST / TRADES DISTRICT RFQ, BLOOMINGTON, INDIANA, USA



DESCRIPTION

The basis of „O.T. 987“ are four independent lines in the basic colours red, yellow and blue, supplemented by white, which move through space in four strands as three-dimensional signs. The individual colour lines seem to repeat themselves, but still form an individual course, overlapping and creating spaces in between. Each side of the sculpture surprises with a completely new view. During the day, the basic colours plus white determine the entire sculpture.

The sculpture consists of square tubes, one side of each element being fitted with Periglas in the same colour. LEDs are installed in the square tubes, which are activated and controlled by a computer in the dark. A programmed choreography of the LEDs is played over a fixed period of time (e.g. 30 min.) and brings the sculpture to life at night.

During the day, the colours red, yellow and blue, or white, are separate, overlapping color strands. During the nocturnal LED programming, the luminous individual colours are transformed into exciting nuances, the light now mixes and illuminates in different shades, the basic colours are joined by new shades that create a special colour spectrum with the nearest surroundings.

The sizes of the sculpture would be Height 8,5 m, width 9,5 m and depth 6,30 m. The size of the steel tubes would be between 10 and 13 cm.

„O.T. 987“ (Untitled 987) is a stunning, experiential sculpture, which closes the gap between modern technologies and the history of sculpture.



**EXHIBIT B**  
**Project and Payment Schedule**

**Ignition Arts shall complete all Services under this agreement no later than December 31, 2021, unless otherwise agreed in writing by the Parties.**

<b>Payment Schedule</b>		
<b>Payment #</b>	<b>Deliverable</b>	<b>Amount</b>
<b>1</b>	<b>Approval of Shop Drawings and Logistics by the City and Certification of Engineering Review and Approval</b>	<b>\$45,115.00</b>
<b>2</b>	<b>Certification of 40% Fabrication</b>	<b>\$18,046.00</b>
<b>3</b>	<b>Certification of 80% Fabrication</b>	<b>\$18,046.00</b>
<b>4</b>	<b>Final Acceptance</b>	<b>\$9,023.00</b>

**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

**EXHIBIT D**

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 \_\_\_\_\_, 2021.

Ignition Arts, 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 \_\_\_\_\_, 2021.

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

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

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

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

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

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

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** CTP –Infrastructure Improvements (10<sup>th</sup> Street, Madison Street, Alley, Utilities, Green Infrastructure, Streetscape, Interim Parking)

**Project Manager:** Andrew Cibor, Alex Crowley

**Project Description:** This is a project to improve the infrastructure in the Certified Tech Park, based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans.

It will include improvements to 10<sup>th</sup> Street and the North-South Alley, the construction of Madison Street, the construction of an additional street running east-west between 10<sup>th</sup> and 11<sup>th</sup> Street, the installation of green infrastructure and streetscape befitting the Trades District identity and CTP goals, utility relocations and improvements, the installation of a system for stormwater detention, and the installation of interim parking improvements.

**Project Timeline:**

Start Date: September 2014

End Date: December, 2021

**Financial Information:**

Estimated full cost of project:	<del>\$9,306,209.39</del> <b>\$7,401,434.39</b>
Sources of funds ( <b>bold</b> = primary):	<b>975 – 2011 Downtown Redev Bond</b>
	<b>430 – Certified Technology Park Fund</b>
	439 – Consolidated TIF (Downtown)
	<del>440 – Downtown TIF</del>
	976 – 2015 Consolidated TIF Bond

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

Step	Description	Estimated Cost	Timeline
1	Complete Design, Construction Documents	\$970,409.39 <sup>1</sup>	September 2014 – December 2018 <sup>2</sup>
1b-f	ROW dedication/acquisition; property acquisition; construction easements; property disposition; platting	\$3,450	August 2016 – December 2017
2a <sup>3</sup>	Construction Management	<del>\$499,500</del> \$249,750	November 2017 – December 2018
2b	Construction Solution Tree/Red Lot Milestone Contractors Infrastructure Milestone Contractors Cassady Electric Contingency	<del>\$10,500,000</del> \$356,595 \$4,982,000 \$549,000 \$200,000	November 2017 – December 2018
<b>3</b>	<b>Gateway Art (Ignition Arts)</b>	<b>\$90,230.00</b>	<b>December 2021</b>

**TIF District:** Consolidated TIF (Downtown 2010 Expansion)

**Resolution History:** 15-06 Approval of 2015 Design Contract  
15-13 Approval of Additional Survey Work  
15-60 Approval of Original Project Review and Approval Form

<sup>1</sup> This includes both the 2015 Agreement with Anderson + Bohlander and the 2016 Agreement with Anderson + Bohlander.

<sup>2</sup> Pursuant to the Third Addendum, Anderson + Bohlander will remain on contract through the construction phase.

<sup>3</sup> Step 2a and 2b had previously been consolidated into the same row of the Project Phase Spreadsheet.

- 15-75 Approval of Amended Project Review and Approval Form
- 15-76 Approval of Additional Design Services (Geotechnical)
- 16-34 Approval of 2016 Design Contract
- 17-22 Approval of Additional Design Services
- 17-51 Approval of Appraisals
- 17-56 Approval of Additional Design Services
- 17-61 Approval of Construction Management Agreement
- 17-62 Approval of Offering Sheet
- 17-89 Approval of Construction for Parking Lot Improvements
- 17-92 Approval of Project Agreement with Morton Street Properties
- 17-94 Approval of Additional Design Services
- 18-13 Approval of Contracts for Bid Package #1 to Milestone Contractors and Bid Package #2 to Cassidy Electric
- 21-07 Agreement with Ignition Arts for Trades District Gateway Art

To Be Completed by Redevelopment Commission Staff:

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

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

**21-08  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

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

**WHEREAS**, funds to install infrastructure improvements on undeveloped property for an affordable housing project, has been approved from said source, and,

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

**WHEREAS**, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington Redevelopment Commission for consideration, and,

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

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Habitat for Humanity of Monroe County, Inc. for infrastructure improvements on W. Guy Street is approved for an amount not to exceed One Hundred Twenty-one Thousand and Three Hundred and Sixty One Dollars (\$121,361.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Don Griffin, President

ATTEST:

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Cindy Kinnarney, Secretary

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Date

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
HABITAT FOR HUMANITY OF MONROE COUNTY  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Bloomington’s Housing and Neighborhood Development Department and Habitat for Humanity of Monroe County (hereinafter called the “Subrecipient”),

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B20MC180013; and

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

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

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient will be responsible for expending Program Year 2020 Community Development Block Grant (CDBG) funds to oversee and inspect the design and construction of Guy Drive extension for pedestrian, vehicular and other street improvements through the Osage Place development. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.



- b. Begin the project within 120 days of the execution of this funding agreement.
- c. Maintain the facility as a public improvement for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than **May 31, 2022**, unless mutually agreed to by all parties.

**B. National Objectives**

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

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

Benefit to Low/Moderate Area (LMA) Persons, 24 CFR 570.208(a)(2)

Census Tract and Block Groups served:

Census Tract 402, Block Groups 1021, 1029, 1028, and 1027

Census Tract and Block Groups served:

Census Tract and Block Groups served:

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**C. Performance Monitoring**

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

documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

**II. TERM OF AGREEMENT**

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **May 31, 2026** unless mutually agreed to by all parties.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed One Hundred Twenty-one Thousand and Three Hundred and Sixty One Dollars (\$121,361.00).

Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

**IV. NOTICES**

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

<b>Grantee:</b>  Matt Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	<b>Subrecipient:</b>  Wendi Goodlett, Executive Director Habitat for Humanity of Monroe County 213 E. Kirkwood Ave Bloomington, IN 47408 Contact: Nathan Ferreira Email: ferreira@monroecountyhabitat.org Tel: (812) 331-4069
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**V. GENERAL CONDITIONS**

**A. General Compliance**

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

contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers’ Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City’s termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient

under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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

**H. Reversion of Assets.**

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

**VI. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

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

**B. Documentation and Record-Keeping**

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

- a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215; and
  - g. Submit performance measurements as required by HUD.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall**

**include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than 30 days after completion of the project. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
  - a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation; (if applicable)
  - b. "Program Year to Date Reporting Form" at project completion; (if applicable)
  - c. Beneficiary information (if applicable)
  - d. Certified payrolls (if applicable)
  - e. Section 3 Report
  - f. MBE/WBE Report
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

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

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation

satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

**If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Progress Reports with their claims for reimbursement.

## VII. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

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

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

**B. Equal Employment and Affirmative Action**

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

**C. The Fair Housing Act (42 U.S.C. 3601-3620) see 2014 agreements**

The Subrecipient shall comply with this Act and prohibit discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Furthermore, the Subrecipient shall affirmatively promote fair housing and assist the Grantee in overcoming any impediments that have been identified in the Grantee's Analysis of Impediments to Fair Housing Choice.

**D. Residential Lead-based Paint**

1. Residential Lead-based Paint Poisoning Prevention Requirements

The Subrecipient shall comply with all applicable CDBG requirements for the Project, including but not limited to; HUD Rule, Fed. Reg. 24 CFT Part 35, EPA Rule Fed Reg. 40 CFR Part and IDEM Rule, 326 Indiana Administrative Code 23.

2. Prohibition Against the Use of Lead-based Paint

The Agency hereby agrees that any contractors or subcontractors hired to perform work on the activities subject to this agreement will not use or permit to be used any lead-based paint on any applicable surfaces during the course of work. Exterior and/or interior paints, enamels and/or primers used on any surface of structure constructed or rehabilitated under this Contract Agreement shall not



contain more than six one-hundredths percent (.06%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints. All paints, enamels and/or primers shall be delivered to the work site in original unopened containers with manufacturing labels intact. Such paints, enamels and primers shall be subject to inspection and test by the City of Bloomington. In the event the City of Bloomington determines the need to test the lead content of any paint, enamel or product to be used in the Project, the Agency shall be liable for the cost of such a test. "Lead-based paint" means 1) any paint containing more than five-tenths of one per centum lead weight in the dried film of paint already applied or both; or 2) with respect to paint manufactured after June 22, 1977 "lead-based paint" means any paint containing more than six one-hundredths of one per centum lead by weight in the total non-volatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

**E. Davis Bacon and Related Acts**

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

**F. Contract Work Hours and Safety Standards Act**

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

## **G. Employment Restrictions**

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

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

## **H. Conduct**

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

“Disclosure Form to Report Lobbying,” in accordance with its instructions.

- c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

## **VIII. Other Applicable Federal Requirements**

### **A. Clean Air Act and Federal Water Pollution Control Act**

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

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

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

11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

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

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

### **A. Data Universal Numbering System (DUNS)**

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

### **B. System for Award Management (SAM)**

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

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

**C. Executive Compensation**

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

**X. SEVERABILITY**

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

**XI. ATTACHMENTS**

- A. Exhibit A: Drug-free Work Place Certification**
- B. Exhibit B: Federal Construction Contract Provisions**
- C. Exhibit C: 2020 CDBG Application as submitted**
- D. Exhibit D: E-Verify affidavit**

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date first written above.

**BLOOMINGTON REDEVELOPMENT  
COMMISSION:**

**HABITAT FOR HUMANITY OF MONROE  
COUNTY:**

By:

By:

\_\_\_\_\_  
Donald Griffin, Jr., President

\_\_\_\_\_  
Wendi Goodlett, Executive Director

By:

By:

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

\_\_\_\_\_  
Board President