

AGENDA
REDEVELOPMENT COMMISSION
December 6, 2021
5:00 p.m.

<https://bloomington.zoom.us/j/81512713934?pwd=bTBiOGk0N3AxelpBMmRMNW9DYWJ4dz09>
Meeting ID: 815 1271 3934
Passcode: 866601

- I. ROLL CALL**
- II. READING OF THE MINUTES** –November 15, 2021
- III. EXAMINATION OF CLAIMS** –November 12, 2021 for \$145,562.82 and November 24, 2021 for \$455,945.22
- IV. EXAMINATION OF PAYROLL REGISTERS**–October 22, 2021 for \$34,130.86 and November 5, 2021 for \$34,149.62
- 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.** 2021 Annual Informative Presentation – Reedy Financial
 - B.** Resolution 21-88: Confirmation of Emergency Home Repair Authorized in Resolution 21-84
 - C.** Resolution 21-89: Project Review and Approval Form – Seminary Square Lighting
 - D.** Resolution 21-90: Funding Approval for Construction Agreement for Traffic Signal Upgrades at 11th and Walnut and 14th and Walnut
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, November 15, 2021 at 5:00 p.m. via ZOOM, with Nicholas Kappas, President Presiding <https://catstv.net/m.php?q=10440>

I. ROLL CALL

Commissioners Present: Nicholas Kappas, David Walter, Deborah Myerson

Cindy Kinnarney and Deb Hutton were only present for a portion of the meeting, due to technical issues.

Commissioners Absent: None

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director; Christina Finley, Financial Specialist, HAND

Others Present: Alex Crowley, Director, Economic & Sustainable Development; Larry Allen, Attorney, City Legal Department; Dave Askins, B Square Bulletin; Jeffrey Underwood, City Controller; Adam Hoover; Boris Ladwig, Herald-Times; Patrick Dierkes, Project Engineer, City Engineering; Sam Dove

- II. READING OF THE MINUTES** – David Walter made a motion to approve the October 18, 2021 minutes and the October 18, 2021 Executive Summary, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.
- III. EXAMINATION OF CLAIM REGISTER** – David Walter moved to approve the claim registers for October 15, 2021, for \$230,973.72 and October 29, 2021, for \$2,230,386.16, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Deborah Myerson moved to approve the payroll registers for October 22, 2021, for \$34,130.86 and November 5, 2021, for \$34,149.62. David Walter seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director's Report. John Zody reported presenting a housing report to the Council on November 3, 2021. He also reported the demolition of 1730 S. Walnut will be happening soon. HAND recently completed its Consolidated Annual Performance and Evaluation Report (CAPER) to the Department of Housing and Urban Development (HUD). The CAPER was open for public comment for two (2) weeks and submitted to HUD on November 28, 2021.
 - B. Legal Report. Larry Allen was available to answer questions.
 - C. Treasurer's Report. Jeff Underwood was available to answer questions.
 - D. Business Development Updates: Alex Crowley stated he will be meeting with the Economic Development Administration this week. The meeting will cover items such as project reporting and scope of work. Crowley said he will come back to the commission with updates.

A. NEW BUSINESS

- A. Resolution 21-84: Approval of Additional Funds for Emergency Home Repairs. The Emergency Home Repair Grant is a program under the City's Community Development Block Grant (CDBG). The funding limits under the Emergency Home Repair grants are typically not to

exceed \$3,500 for mobile homes. Bids were received for repairs to 1600 N. Willis, Lot 110 and 1709 W. 8th Street, Lot 20.

The repairs to the Willis Drive lot include installation of a gas furnace with an air conditioning unit and were bid at \$6,895.00, which is an increase of \$3,395.00 over the grant amount.

The repairs for the 8th Street lot to either repair or install a new water heater, repair a damaged subfloor, and replace new flooring is estimated not to exceed \$6,300, which is an increase of \$2,800 over the grant amount.

City staff is requesting additional funds from the CDBG funds totaling an amount not to exceed \$6,195.00 for the repairs to both properties.

Deborah Myerson stated the efficacy of the furnace is listed at 80%. Myerson asked why a higher efficacy furnace/air conditioning unit is not being used and would also like to know the price difference.

John Zody will get in touch with the program manager and get back to the commission.

The commission discussed amending the resolution to increase the not-to-exceed amount by \$1,000 in order to purchase a more efficient unit, if possible.

Deborah Myerson moved to amend section 2 of the resolved portion of Resolution 21-84, with the following language: This approval is contingent upon staff returning to the RDC for approval of an additional \$1,000 in funding for a total not to exceed amount of \$7,195.00 if, and only if, a more efficient furnace and air conditioning unit can be obtained for that amount. David Walter seconded the motion.

Nicholas Kappas asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 21-84 as amended, via roll-call vote. David Walter seconded the motion. The motion was unanimously approved.

- B. Resolution 21-85: Approval of Addendum to Design Consultant Contract for 1st Street Reconstruction Project. The RDC previously approved the design contract for the 1st Street reconstruction project with VS Engineering, Inc. for an amount not to exceed \$720,959.03. City staff is requesting approval of a contract addendum to add right-of-way acquisition services, which will include property appraisals, review, and analysis, for an amount not to exceed an additional \$8,070.00. The addendum will bring the total amount of the agreement to an amount not to exceed \$729,029.03. The Board of Public Works approved the addendum at its meeting on November 9, 2021.

Nicholas Kappas asked for public comment. There were no comments from the public.

David Walter moved to approve Resolution 21-85, via roll-call vote. Deborah Myerson seconded the motion. The motion was unanimously approved.

- C. Resolution 21-86: Approval of Funding for an HVAC Improvement for the Dimension Mill. The City hired VET Environmental Engineering to perform indoor air testing to investigate the sources of a persistent and lingering odor that is present in two of the offices in the Dimension Mill. The RDC previously approved installation of a radon mitigation system in the Dimension Mill to try to mitigate the odor. The odor continues to linger in the offices, and City staff, in conjunction with our professional consultants, believe it is necessary to make adjustments to the HVAC system to circulate and filter the air in the office more efficiently through the installation

of an energy recovery ventilator system. City staff have solicited quotes and selected Harrell-Fish Incorporated (HFI) as the lowest bidder to install an energy recovery ventilator in the space for an amount not-to-exceed \$19,325.00.

Nicholas Kappas asked for public comment. There were no comments from the public.

David Walter moved to approve Resolution 21-86, via roll-call vote. Deborah Myerson seconded the motion. The motion was unanimously approved.

D. Resolution 21-87: Approval of Offering Sheet for Redevelopment Commission Owned Property Located Along Cottage Grove Avenue. Larry Allen stated there are a handful of parcels along Cottage Grove that the Redevelopment Commission obtained in the 1980's. The idea was Cottage Grove was going to be widened. Allen said we have 4 small parcels of land along Cottage Grove Avenue. Allen said in the past worked out a sales agreement with Habitat, for a least one parcel, so it could be subdivided into two lots, creating more housing. The most recent appraised value of each of the parcels was \$100, and the cost to maintain the parcels exceeds the estimated fair market value, which also makes formal sale of the parcels for economic development economically unjustifiable. The offering price for each parcel shall include all costs associated with sale of the property, including any appraisal fees, title insurance, recording fees, and advertising costs. Staff has prepared a notice of offering for the property which will be published in the newspaper.

Nicholas Kappas asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 21-87, via roll-call vote. David Walter seconded the motion. The motion was unanimously approved.

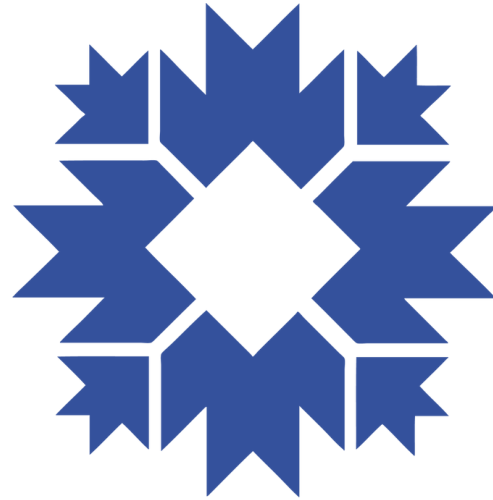
VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT – David Walter moved to adjourn. Deborah Myerson seconded the motion. The meeting adjourned.

Nicholas Kappas, President

Cindy Kinnarney, Secretary

Date



CITY OF BLOOMINGTON

TIF IMPACT UPDATE



Reporting Requirements

- Prior to April 1st: Clerk-Treasurer's Annual Report to the Redevelopment Commission
- No Later Than April 15th: Report of Previous Years' Activities to the Fiscal/Executive Body
- Prior to June 15th: Determination of Excess Incremental Assessed Value Pass-Through for the Upcoming Pay Year
- Prior to August 1st: Neutralization of Base Assessed Value for the Upcoming Year
- **Prior to December 31st: Annual Presentation to All Overlapping Taxing Units**
 - Includes: RDCs budget, long-term plans for the allocation area, and the TIF impact on each of the taxing units

Overview of Your RDC

Allocation Area	TIF Code	Start Date	Expiration Date
Bloomington Consolidated Allocation Area	T53020	4/4/1989	Pay 2029 – Pay 2041
North Kinser Pike Allocation Area	T53010	2/23/1996	Pay 2026

- ▶ The exact date of TIF Expiration and final pay year is subject to legal interpretation. Our TIF Expiration estimates should not be taken as a legal opinion. Our TIF Expiration estimates are based on the earliest start and expiration dates within each Allocation Area. Please contact Reedy Financial Group for each expansions' specific dates if needed.

Consolidated TIF Fund

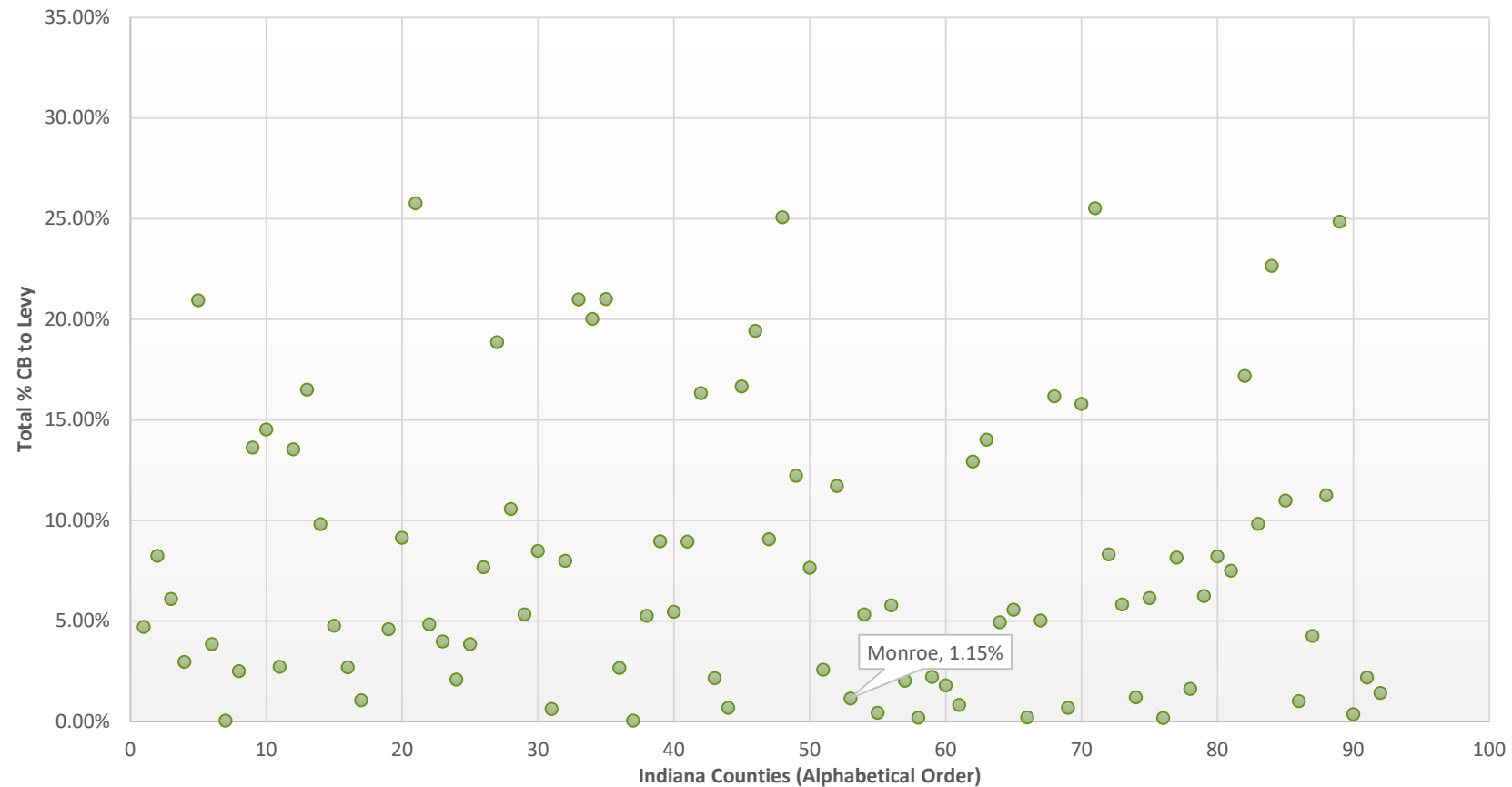
2021 Beginning Cash Balance				\$ 19,179,566
<i>Federal and State Grants</i>				\$ 114,653
<i>Interest / Misc. Revenue</i>				\$ 80,000
<i>TIF Revenue Collections</i>				\$ 12,704,899
Total Revenues				\$ 12,899,552
<u>Capital Outlays</u>		<u>Debt Payments</u>		<u>Other Services & Charges</u>
<i>1st Street</i>	\$ 79,632	<i>Purchasing Property</i>	\$ 37,220	<i>Total Debt Payments</i> \$ 6,461,312
<i>17th Street Sidewalk</i>	\$ 309,148	<i>Trades District</i>	\$ 1,296,071	<i>Garage Expenses</i> \$ 166,509
<i>4th Streeth Garage</i>	\$ 20,880	<i>Trail Improvements</i>	\$ 297,048	<i>Professional Services</i> \$ 656
<i>Bloomfield & Rolling Ridge</i>	\$ 29,147			
<i>Hospital Site</i>	\$ 209,898			
Total Spending				\$ 8,907,521
Surplus/(Deficit)				\$ 3,992,031
Pass Through				143%
2021 Ending Cash Balance				\$ 23,171,597

- “Capital Outlays” and “Other Services & Charges” values are as of 8/31/2021.

Circuit Breaker Correlation

- The level of TIF impact is directly correlated to the circuit breaker environment where the TIF is located
- The higher the circuit breaker the higher the impact to overlapping units
- Monroe County ranks 14th out of all 92 counties in the State

2021 Total Circuit Breaker % by County



TIF Impact Chart

Overlapping Units	Circuit Breaker Impact	Percent of Total Impact	2021 Budget	Impact as a Percent of 2021 Budget
Bloomington Civil City	\$ 1,150,739	54.09%	\$ 72,421,655	1.59%
Monroe County Community School Corporation	\$ 417,333	19.62%	\$ 129,530,273	0.32%
Monroe County	\$ 353,752	16.63%	\$ 59,253,787	0.60%
Monroe County Public Library	\$ 81,649	3.84%	\$ 11,767,815	0.69%
Bloomington Transportation	\$ 46,323	2.18%	\$ 14,505,793	0.32%
Monroe County Solid Waste Management District	\$ 24,583	1.16%	\$ 3,033,159	0.81%
Richland-Bean Blossom Community School Corporation	\$ 36,268	1.70%	\$ 28,889,492	0.13%
Perry Township	\$ 15,648	0.74%	\$ 1,442,677	1.08%
Bloomington Township	\$ -	0.00%	\$ 979,928	0.00%
Richland Township	\$ 1,118	0.05%	\$ 1,526,412	0.07%
Van Buren Township	\$ 120	0.01%	\$ 573,182	0.02%
Monroe Fire Protection District	\$ -	0.00%	\$ 11,921,519	0.00%
Total Impact to Overlapping Units	\$ 2,127,532			
OR				
2021 TIF Revenue Collections	\$ 13,190,345			
Total Additional Revenue Because of RDC	\$ 11,062,813	TIF Margin:	\$ 0.84	

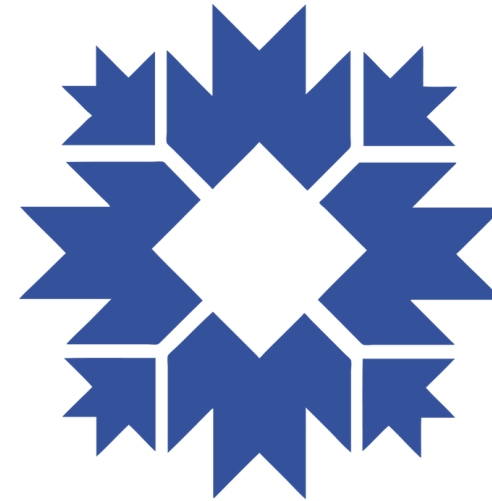
► This is a conservative estimated circuit breaker impact.

TIF Benefits

- RDC TIF Margin = **\$0.84**
 - TIF Margin is stated in terms of **additional money** collected per every \$1 collected in the RDC
 - The TIF Margin is the additional revenue per every \$1 collected in the RDC that would be foregone if the RDC did not exist. This revenue would **not** be collected by the overlapping units.
 - **\$13,190,345** worth of revenue is collected due to the RDC being established (Total collections in 2021 for every allocation area combined)
 - **\$11,062,813** is additional revenue caused by having an RDC known as the TIF Margin.
 - Only \$ 2,127,532 would be yielded without the RDC. (2021 Circuit Breaker Impact)

Thank you!

Report Presented by



CITY OF BLOOMINGTON



21-88
RESOLUTION OF THE
THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

CONFIRMING APPROVAL OF ADDITIONAL FUNDS FOR EMERGENCY HOME REPAIRS

WHEREAS, the City of Bloomington Redevelopment Commission may approve additional funds for the Department of Housing and Neighborhood Development's Emergency Home Repair Grant ("Grant Project"), a program under the City's Community Development Block Grant ("CDBG"); and

WHEREAS, in Resolution 21-84, the RDC approved an additional expenditure for the Grant Project of up to \$7,195.00 if City staff could locate an heating and air conditioning unit that provided greater efficiency for installation to 1600 N. Willis Drive, Lot 110; and

WHEREAS, Staff was able to procure a heating and air conditioning unit with a 95% efficiency rating for the additional funds;

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

1. The RDC reaffirms its support of the Grant Project, and reiterates that it serves the public's best interests.
2. The RDC hereby confirms its approval of funding for a total not to exceed amount of \$7,195.00.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

21-89
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM FOR SEMINARY PARK
LIGHTING**

WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support for Seminary Park lighting installation (“Project”); and

WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A;

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Seminary Park Lighting Replacement

Project Manager: Tim Street, Parks Operation and Development Director

Project Description: In recent years, nearly all of the decorative “acorn”-style light poles in Seminary Park have been torn down or otherwise ceased functioning. Two light poles remain, but only one is operational, and it is located on the eastern edge of the park – leaving the interior of this park with no direct lighting. This project will install five new dark-sky friendly overhead LED to provide around 1 foot/candle of light throughout the park. These lights will also be controllable via a timer or laptop, and can be set to become brighter or dimmer as dictated by park needs for events, cleanup, enforcement, or other reasons. The quote for the purchase of these lights from ESL/Spectrum is \$29,565.

Project Timeline: Purchase– Winter 2021
Install – Spring/Summer 2022

Financial Information:

Estimated full cost of project:	\$29,565
Sources of funds:	Consolidated TIF (Seminary); 2015 TIF Bond

Project Phases:

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1. Purchase	\$29,565	Winter 2021
2. Install	TBD	Spring 2022

TIF District: Consolidated TIF (Seminary)

Resolution History: 21-89: Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

21-90
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING FOR CONSTRUCTION OF
CASCADES PARK TRAIL PHASE 5

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to reimburse the City for expenditures made by it for local public improvements that are physically located in the Consolidated TIF or that are physically connected to the Consolidated TIF; and
- WHEREAS, the RDC approved in Resolution 20-81 a Project Review and Approval Form (“Form”) for the installation of traffic signals at the intersections of 11th Street and Walnut Street and 14th Street and Walnut Street (“Project”); and
- WHEREAS, City staff solicited bids on the Project and found that Ragle Inc. (“Ragle”) was the best and most responsive bidder;
- WHEREAS, Staff have negotiated an agreement with Ragle to perform the construction of the Project (“Services”), which is attached to this Resolution as Exhibit A, for an amount not to exceed Seven Hundred Fifty-Seven Thousand One Hundred Fifty-Six Dollars and Seventy-Five Cents (\$757,156.75); and
- WHEREAS, the RDC has sufficient funds in the Consolidated TIF to cover the cost of the Services; and
- WHEREAS, the Board of Public Works approved the Agreement for the Services on November 23, 2021; and
- WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form for the Project, which is attached to this Resolution as Exhibit B.

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

1. The RDC finds that the Project is an appropriate use of the Consolidated TIF, it serves the public’s interest, and reaffirms its support of the Project, as set forth in the Amended Project Review and Approval Form.

2. The RDC hereby approves the Agreement and funding for construction of the Project of an amount not to exceed Seven Hundred Fifty-Seven Thousand One Hundred Fifty-Six Dollars and Seventy-Five Cents (\$757,156.75) from the Consolidated TIF pursuant to the terms of the Agreement in Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City's claims process.
3. The funding authorizations contained in this Resolution shall terminate on December 31, 2022, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

RAGLE INC.

FOR

WALNUT STREET TRAFFIC SIGNALS PROJECT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Ragle Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the installation of new traffic signals at the intersection of 11th Street and Walnut Street and the intersection of 14th Street and Walnut Street, as well as reconstruction work at the Walnut Street/Switchyard Park Pedestrian Crossing (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within one hundred twenty (120) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations,	and \$2,000,000 in the aggregate

General Aggregate Limit (other than Products/Completed Operations)

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Ragle Inc.
Attn: Matt Smethurst	Scott York
P.O. Box 100 Suite 130	5266 Vann Road
Bloomington, Indiana 47402	Newburgh, Indiana 47630

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

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

to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Dana Henke, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Walnut Street Traffic Signals Project

This project shall include, but, is not limited to, the installation of new traffic signals at the intersection of 11th Street and Walnut Street and the intersection of 14th Street and Walnut Street, as well as reconstruction work at the Walnut Street/Switchyard Park Pedestrian Crossing.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

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 _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

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

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

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Printed Name

ATTACHMENT 'E'

"Unit Prices"



City of Bloomington
Engineering Department

Letting Date: November 17th, 2021

Proposal Schedule of Items (Unit Prices)

Page 1 of 3

Project Title : Walnut Street Traffic Signals Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$22,436.00	\$22,436.00
002	110-01001	MOBILIZATION & DMOBILIZATION	1	LS	\$37,395.00	\$37,395.00
003	202-02278	CURB, CONCRETE, REMOVE	339	LFT	\$14.00	\$4,746.00
004	202-52710	SIDEWALK CONCRETE, REMOVE	103	SYS	\$85.00	\$8,755.00
005	202-91385	INLET, REMOVE	1	EACH	\$500.00	\$500.00
006	203-02000	EXCAVATION, COMMON	21	CYS	\$75.00	\$1,575.00
007	205-06933	TEMPORARY INLET PROTECTION	3	EACH	\$225.00	\$675.00
008	206-51215	EXCAVATION, X	5	CYS	\$1,500.00	\$7,500.00
009	301-12234	COMPACTED AGGREGATE NO. 53	21	CYS	\$225.00	\$4,725.00
010	306-08034	MILLING, ASPHLAT, 1.5"	974	SYS	\$11.50	\$11,201.00
011	401-07321	QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	80	TON	\$250.00	\$20,000.00
012	604-06070	SIDEWALK, CONCRETE	13	SYS	\$170.00	\$2,210.00
013	604-08086	CURP RAMP, CONCRETE	113	SYS	\$170.00	\$19,210.00
014	604-12083	DETECTABLE WARNING SURFACES	14	SYS	\$550.00	\$7,700.00
015	605-06120	CURB, CONCRETE	241	LFT	\$42.00	\$10,122.00
016	621-06550	MULCHED SEEDING P	59	SYS	\$6.00	\$354.00
017	715-05149	PIPE, TYPE 2, CIRCULAR, 12"	4	LFT	\$125.00	\$500.00
018	720-44025	CASTING, 4, FURNISH AND ADJUST TO GRADE	2	EACH	\$2,000.00	\$4,000.00
019	720-45015	INLET, A8	1	EACH	\$7,000.00	\$7,000.00
020	720-45045	INLET, J10	1	EACH	\$5,500.00	\$5,500.00
021	801-06207	TEMP PVMNT MRKNG, REMOVABLE, 4"	330	LFT	\$3.00	\$990.00
022	801-06640	CONSTRUCTION SIGN, A	19	EACH	\$325.00	\$6,175.00
023	801-06645	CONSTRUCTION SIGN, B	8	EACH	\$175.00	\$1,400.00
024	801-06775	MAINTAINING TRAFFIC	1	LS	\$30,000.00	\$30,000.00
025	801-07119	BARRICADE, III-B	24	LFT	\$20.00	\$480.00
026	802-03821	SIGN, SHEET, WITH LEGEND	17	EACH	\$400.00	\$6,800.00
027	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	6	EACH	\$40.00	\$240.00

CONTINUED TO NEXT PAGE



City of Bloomington

Letting Date: November 17th, 2021

Proposal Schedule of Items (Unit Prices)

Project Title : Walnut Street Traffic Signals Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
028	805-02150	PED SIGNAL HEAD, COUNTDOWN, 18"	16	EACH	\$750.00	\$12,000.00
029	805-02645	SIGNAL POLE FOUND. 24" X 24" X 36"	4	EACH	\$1,000.00	\$4,000.00
030	805-04782	VIDEO VEHICLE DETECTOR SYSTEM	6	EACH	\$15,000.00	\$90,000.00
031	805-06595	CONDUIT, PVC, 2"	788	LFT	\$30.00	\$23,640.00
032	805-11374	SIGNAL CANT. STR, SINGLE ARM 20'	1	EACH	\$25,000.00	\$25,000.00
033	805-11383	SIGNAL CANT. STR, DRILLED SHAFT FND, A	1	EACH	\$10,000.00	\$10,000.00
034	805-11385	SIGNAL CANT. STR, DRILLED SHAFT FND, E	3	EACH	\$20,000.00	\$60,000.00
035	805-11392	SIGNAL CANT. STR, DUAL ARM 30', 25'	1	EACH	\$40,000.00	\$40,000.00
036	805-11393	SIGNAL CANT. STR, DUAL ARM 35', 25'	2	EACH	\$45,000.00	\$90,000.00
037	805-11817	PEDESTRIAN PUSH BUTTON, APS	16	EACH	\$1,250.00	\$20,000.00
038	805-78109	CNTRLLR & CBNT, SEC. MENU DRIVEN, 8 PH.	2	EACH	\$34,000.00	\$68,000.00
039	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12"	12	EACH	\$850.00	\$10,200.00
040	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	1778	LFT	\$1.25	\$2,222.50
041	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	1584	LFT	\$1.50	\$2,376.00
042	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	1785	LFT	\$2.00	\$3,570.00
043	805-78510	SIGNAL CBLE, DTCTR LEAD-IN COP, 2C/16 GA	691	LFT	\$0.75	\$518.25
044	805-78925	CONTROLLER CABINET FOUNDATION, P1	2	EACH	\$5,000.00	\$10,000.00
045	805-99162	SIGNAL POLE, PEDESTAL, 11'	4	EACH	\$1,500.00	\$6,000.00
046	807-02780	LIMINAIRE, MAST ARM, 8'	2	EACH	\$5,000.00	\$10,000.00
047	807-04866	LIMINAIRE	2	EACH	\$2,500.00	\$5,000.00
048	807-78590	HANDHOLE	7	EACH	\$2,500.00	\$17,500.00
049	808-03439	TRNVRS MRK, THRMP, CWALK LN, WHT, 24"	390	LFT	\$6.00	\$2,340.00
050	808-06701	LINE, THRMPLSTC, BROKEN, WHITE, 4"	62	LFT	\$4.50	\$279.00
051	808-06703	LINE, THRMPLSTC, SOLID, WHITE, 4"	94	LFT	\$3.00	\$282.00
052	808-75245	LINE, THRMPLSTC, SOLID, YELLOW, 4"	32	LFT	\$2.00	\$64.00
053	808-75297	TRNVRS MRK, THRMPLSTC, STP LN, WHT 24"	123	LFT	\$12.00	\$1,476.00
054	809-04652	SERVICE POINT	2	EACH	\$3,500.00	\$7,000.00
055	702-90915	CONCRETE, CLASS A	18	CYS	\$750.00	\$13,500.00
TOTAL PROJECT BID:						\$757,156.75



City of Bloomington
Engineering Department

Letting Date: November 17, 2021

Proposal Schedule of Items (Unit Prices)

Page 3 of 3

Project Title : Walnut Street Traffic Signals Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
ALTERNATE #1						
A1-1		Walnut Street/Switchyard Park Reconstruction Work	1	LS	\$4,800.00	\$4,800.00
<p>Alternate #1 is the lump sum cost of completing the Walnut Street/Switchyard Park Reconstruction Work per the plans and specifications.</p>						
TOTAL ALTERNATE #1:						\$4,800.00

Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:**Project Name:** 11th-Walnut and 14th-Walnut New Traffic Signals**Project Manager:** Neil Kopper**Project Description:**

This project will install traffic signals at the intersections of 11th Street at Walnut Street and 14th Street at Walnut Street. These signals are intended to improve pedestrian and vehicular accessibility and safety within the Walnut Street corridor.

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

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

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

Project Timeline:

Start Date: November 12, 2019

End Date: **December 31, 2022****Financial Information:**

Estimated full cost of project:	\$580,515 -\$837,671.75
Sources of funds:	
Planning/Transportation and Public Works Funding	\$80,515
Consolidated TIF	\$757,156.75 \$500,000

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

Step	Description	Estimated Cost	Timeline
1	Design Contract	\$80,515	November 2019 – December 2021 ¹
2	Right-of-Way Acquisition	\$0	N/A
3	Construction	\$757,156.75 \$500,000	April 2022 – August 2022

TIF District: Consolidated TIF (W. 17th Street)

Resolution History: 20-81 Project Review and Approval Form
21-90: Approval of Funding for Construction Agreement

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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