



## AGENDA

City of Bloomington Board of Park Commissioners  
Special Meeting: Wednesday, October 8 2025, 5:00 pm-5:15 pm  
Allison Conference Room, 401 N Morton St, Bloomington, IN  
Zoom

## CALL TO ORDER - ROLL CALL

### A. OTHER BUSINESS

|    |                                                                  |               |
|----|------------------------------------------------------------------|---------------|
| A1 | Approval of Agreement with Milestone for Rail Trail Improvements | Rebecca Swift |
| A2 | Approval of Trail Closure for Rail Trail Improvements            | Rebecca Swift |

### B. PUBLIC COMMENT

## ADJOURNMENT

*This meeting may also be accessed electronically via Zoom, allowing for remote public attendance and participation. The public attending electronically are encouraged to send remote submissions of public comment (via email, to [tim.street@bloomington.in.gov](mailto:tim.street@bloomington.in.gov)).*

Virtual option:

Join Zoom Meeting:

<https://bloomington.zoom.us/j/88533299016?pwd=qUDWKTUKdbor75PYf9YWLGsxmOWu5J.1>

Meeting ID: 885 3329 9016

Passcode: 063520

One tap mobile

+13017158592,,88533299016#,,, \*063520# US (Washington DC)

+13052241968,,88533299016#,,, \*063520# US

Join instructions

[https://bloomington.zoom.us/meetings/88533299016/invitations?signature=4v\\_2K2DGc6lAX8B1Qbj5lI43CgDyv-r09AruWBLiq7s](https://bloomington.zoom.us/meetings/88533299016/invitations?signature=4v_2K2DGc6lAX8B1Qbj5lI43CgDyv-r09AruWBLiq7s)

Dial by your location

Find your local number: <https://bloomington.zoom.us/u/kE6KRMfFv>

*Bloomington City Council Board of Park Commissioners meetings can be watched on the following website: Community Action Televisions Services (CATS) <https://catstv.net>*

**A-1**Admin. Approval: TS  
Date: 10.06.25

**TO: Board of Park Commissioners**  
**FROM: Rebecca Swift, Operations & Development Division Director**  
**DATE: October 8, 2025**  
**SUBJECT: REVIEW/APPROVAL CONTRACT WITH MILESTONE FOR**  
**BLOOMINGTON RAIL TRAIL – ROGERS ST CROSSING PROJECT**

**Recommendation**

Staff recommends approval of this service agreement with Milestone Contractors, LP. for the Bloomington Rail Trail – Rogers St. Crossing Project.

Total cost not to exceed \$212,280.

Funding Sources:

2204-18-189000-54310= \$105,012.04

4653-06-06016D-54310= \$107,267.96

**Background**

Milestone will provide all necessary materials, labor, and equipment to complete the Bloomington Rail Trail – Rogers Street Crossing Project. The project includes installation of a pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB), a new streetlight, and 12-foot-wide paved trail sections on both sides of Rogers Street. The trail will be realigned to create a 90-degree crossing, with supporting work including vegetation removal, grading, stormwater inlet installation, and site restoration. Proposed start date is Oct 15 and the total number of calendar days for completion is 21 days. Project will require a temporary full trail closure.

**RESPECTFULLY SUBMITTED,**

Rebecca Swift, Operations & Development Division Director

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PARKS AND RECREATION DEPARTMENT**  
**AND**  
**MILESTONE CONTRACTORS, LP**  
**FOR**  
**BLOOMINGTON RAIL TRAIL – ROGERS ST CROSSING PROJECT**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter CITY), and Milestone Contractors, LP. (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR for services (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 by December 31, 2025, 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 not used, this requirement does not apply.

**3.06 Project Manager** The Project Manager shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Project Manager 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 \$200,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held as set out below.

**4.02 Retainage Amount** The retainage amount shall be three percent (3%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Parks Commissioners Board ("Board"). The third-party Escrow Agent is Yellow Cardinal Advisory Group Columbus, Indiana, a subsidiary of First Financial Bank.

**4.03 Escrow Agent** If a third-party escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. 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.

**4.04 Board** If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

**4.05 Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time 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 4.07.

**4.06 Payment of Retainage Amount by the Board** The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this 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 Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

**4.07 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, the Owner may direct the escrow agent or the Board to retain 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/project manager. The escrow agent or the Board 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 the Owner or another party under contract with Owner, said funds shall be released to 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 Project Manager 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 Bonds and the Payment Bond (If applicable).
14. The Escrow Agreement (if applicable).
15. Taxpayer's W-9 form for Identification number and certification: Substitute W-9, when requested



**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>Limit</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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations) | \$1,000,000 per occurrence and \$2,000,000 in the aggregate |
| Products/Completed Operation                                                                                                                                                                                                 | \$1,000,000                                                 |
| Personal & Advertising Injury Limit                                                                                                                                                                                          | \$1,000,000                                                 |
| Each Occurrence Limit                                                                                                                                                                                                        | \$1,000,000                                                 |
| Fire Damage (any one fire)                                                                                                                                                                                                   | \$50,000                                                    |
| D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)                                                                                                                                                   | \$1,000,000 each accident                                   |

Bodily injury and property damage

E. Umbrella Excess Liability \$5,000,000 each occurrence and aggregate. Deductible shall not be more than \$10,000.

F. Cyber Attack and Cyber Extortion

Computer Attack Limit (Annual Aggregate) \$1,000,000

Sublimit (Per Occurrence) for Cyber Extortion \$100,000

Computer Attack and Cyber Extortion deductible (per occurrence) \$10,000

G. Network Security Liability

Limit (Annual Aggregate) \$1,000,000

Deductible (per occurrence) \$10,000

H. Electronic Media Liability

Limit (Annual Aggregate) \$1,000,000

Deductible (Per Occurrence) \$10,000

I. Fraudulent Impersonator Coverage

Limit (Annual Aggregate) \$250,000

Deductible (Per Occurrence) \$5,000

**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.

**5.05.05** After Substantial Completion of the Project and the release of Retainage, and with the prior written approval of CITY, CONTRACTOR may reduce the coverage of Cyber Attack and Cyber Extortion, Network Security Liability, Electronic Media Liability, and Fraudulent Impersonator Coverage.

**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 Bloomington Municipal Code 2.23.110 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;

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 Bonds.

**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 Project Manager. The approval by the Project Manager 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 Project Manager.

**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 Project Manager 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.

#### **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 \$200,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount. Contractor shall additionally provide a Performance Bond in the amount of \$10,000 issued to the Monroe County Highway Department (for road cuts).

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

**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                  | Milestone Contractor, LP    |
| Attn: Rebecca Swift, Project Manager | Attn: Aaron Chandler        |
| 401 N. Morton St. Suite 250          | PO Box 933030               |
| Bloomington IN 47402                 | Cleveland OH 44193          |
| rebecca.swift@bloomington.in.gov     | aj.chandler@milestonelp.com |

**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 B, affirming that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

#### **5.19 Non-Collusion**

Contractor affirms under the penalties for perjury that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person, nor prevented any person from making an offer, not induced anyone to refrain from making an offer and that this offer is made without reference to any other offer, as stated in the Non-Collusion Affidavit attached as Attachment "C."

#### **5.20 Living Wage Ordinance**

Contractor is considered a "covered employer" and its obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as Exhibit D. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor's facilities frequented by their covered employees.

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

***[Signatures are on the following page.]***



**Signatures on this page are associated with the “AGREEMENT” between  
The City of Bloomington Parks and Recreation Department and Milestone Contractors, LP.**

**CITY OF BLOOMINGTON**

**MILESTONE CONTRACTORS, LP**

**BY:**

**BY:**

---

Kathleen Mills, Chair  
Board of Park Commissioners

DATED

---

Signature

DATED

---

Tim Street, Director

DATED

---

Printed Name

---

Margie Rice, Corporation Counsel

DATED

---

Title

## **ATTACHMENT A**

### **SCOPE OF WORK**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

This project, titled ‘Bloomington Rail Trail - Rogers St Crossing Project,’ shall include, but is not limited to, the installation of a pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB), a new streetlight for increased visibility, 12-foot-wide paved trail sections on both sides of the road, and realigning the trail to create a 90-degree crossing at Rogers Street. Project will require a temporary full trail closure.

The project also involves vegetation removal, site grading, stormwater inlet installation, and final site restoration to ensure long-term functionality and integration with the surrounding landscape existing along the Bloomington Rail Trail located in Bloomington, IN.

#### **Work Schedule**

- Proposed start date is **October 15, 2025**.
- Estimated total number of calendar days for completion is 21 days.
- Work must be substantially complete by **November 30, 2025**.
- Final punch list items completed by **December 31, 2025**.
- Contractor must coordinate with the City and County for access and scheduling work along ROWs.

ATTACHMENT 'B'

"E-Verify AFFIDAVIT"

STATE OF INDIANA )  
 )SS:  
COUNTY OF MONROE )

E-Verify AFFIDAVIT

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

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

Signature

AARON CHANDLER

Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER and acknowledged the execution of the foregoing this 19 day of SEPTEMBER, 2025.

My Commission Expires: 12/16/29

Signature of Notary Public

County of Residence: BARTHOLOMEW

ELIZABETH DOWNING

Printed Name of Notary Public

My Commission #: NP0738003



Attachment C

**NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA                    )  
                                              ) SS:  
Monroe COUNTY)

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.

Milestone Contractors, L.P. By  
Contractors United, Inc. – General Partner  
Offeror (Firm)



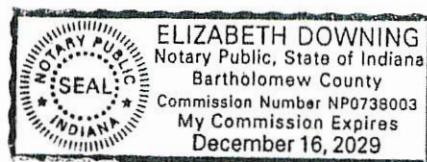
Signature of Offeror or Agent  
Aaron J. Chandler, Director of Estimating

Subscribed and sworn to before me this 19<sup>TH</sup> \_ day of SEPTEMBER \_, 2025

My Commission Expired: 12/16/2029

  
Printed: Elizabeth Downing  
Notary Public

County of Residence: Bartholomew



**ATTACHMENT D**

**AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE**

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

1. The undersigned is the DIRECTOR OF ESTIMATING of the Contractor.  
(job title)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."

4. The projected employment needs under the award include the following: N/A

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

N/A

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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.

Aaron Chandler

Signature

AARON CHANDLER

Printed name

Attachment E



**CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96**

Slate Form 52414 (R2 /2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

**PART I**

(To be completed for all bids. Please type or print)

Date: SEPTEMBER 19, 2025

1. Governmental Unit (Owner): CITY OF BLOOMINGTON
2. County: MONROE
3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.  
Address: 3110 N WESTBURY VILLAGE DRIVE  
City/State: BLOOMINGTON, INDIANA 47404
4. Telephone Number: (812) 330-2037
5. Agent of Bidder (if applicable): AARON J. CHANDLER

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of BLOOMINGTON RAIL TRAIL- ROGERS ST CROSSING PROJECT

(Governmental Unit) in accordance with plans and specifications prepared by CITY OF BLOOMINGTON

\_\_\_\_\_ and dated SEPTEMBER 19, 2025 for the sum of  
See Attached \$ See Attached

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of the units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

**CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS**  
(if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PART II (For projects of \$150,000 or more – (IC 36-1-12-4))

Governmental Unit: CITY OF BLOOMINGTON

Bidder (Firm): MILESTONE CONTRACTORS, L.P.

Date (month, day, year): SEPTEMBER 19, 2025

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

### SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

| Contract Amount | Class of Work            | Completion Date | Name and Address of Owner                                                              |
|-----------------|--------------------------|-----------------|----------------------------------------------------------------------------------------|
| \$6,297,987.00  | ROAD/BRIDGE CONSTRUCTION | 2024            | INDIANA DEPARTMENT OF TRANSPORTATION, B-40490-A, 5333 HATFIELD RD., FORT WAYNE, IN     |
| \$9,918,000.00  | ROAD CONSTRUCTION        | 2024            | INDIANA DEPARTMENT OF TRANSPORTATION, R-40402-A, 201 W CR 300N, CRAWFORDSVILLE, IN     |
| \$3,648,618.00  | CULVER/ROAD CONSTRUCTION | 2024            | CITY OF BLOOMINGTON UTILITIES, CLEAR CREEK CULVERT, 600 E. MILLER DR., BLOOMINGTON, IN |
| \$1,995,420.00  | ROAD CONSTRUCTION        | 2024            | FOUNTAIN COUNTY, FOUNTAIN COUNTY CCMG, 301 FOURTH STREET, COVINGTON, IN                |

2. What public works projects are now in process of construction by your organization?

| Contract Amount | Class of Work            | Expected Completion Date | Name and Address of Owner                                                                            |
|-----------------|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------|
| \$5,908,379.46  | ROAD/BRIDGE CONSTRUCTION | 2025                     | INDIANA DEPARTMENT OF TRANSPORTATION, B-43313-A, 5333 HATFIELD RD., FORT WAYNE, IN                   |
| \$3,346,600.00  | ROAD CONSTRUCTION        | 2026                     | INDIANA DEPARTMENT OF TRANSPORTATION, R-37445-A, 157 AGRICO LANE, SEYMOUR, IN                        |
| \$898,000.00    | ROAD CONSTRUCTION        | 2026                     | FRANKLIN COMMUNITY SCHOOL CORP, FRANKLIN CENTRAL HS PHASE 2B, 6141 S. FRANKLIN RD., INDIANAPOLIS, IN |
| \$6,559,272.20  | ROAD CONSTRUCTION        | 2025                     | TOWN OF MERRILLVILLE, MERRILLVILLE PAVING, 7820 BROADWAY, MERRILLVILLE, IN                           |

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

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4. List references from private firms for which you have performed work.

|                                            |                                      |
|--------------------------------------------|--------------------------------------|
| <u>FORCE CONSTRUCTION, INC..</u>           | <u>BOWEN ENGINEERING CORPORATION</u> |
| <u>WEDDLE BROTHERS</u>                     | <u>PETERSON COMPANY</u>              |
| <u>F.A. WILHELM CONSTRUCTION CO., INC.</u> | <u>REID HEALTH</u>                   |
| <u>J.R. KELLY COMPANY</u>                  | <u>SMARRELLI GENERAL CONTRACTORS</u> |

## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1 Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

SEE SUPPLEMENTAL INFORMATION PROVIDED IN ATTACHMENT A

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2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

SEE ATTACHED SUPPLEMENTAL LIST OF SUBCONTRACTORS

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### CONTRACT COMPLIANCE CERTIFICATION FORM

The following contract compliance requirements will be used to satisfy BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the city.

I, MILESTONE CONTRACTORS, LP [Contractor], certify that AARON CHANDLER [name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.

*Aaron Chandler Director of Estimating*

Signed/Title

Date

SEPTEMBER 19, 2025

**A-2**Admin. Approval: TS  
Date: 10.06.25

**TO: Board of Park Commissioners**  
**FROM: Rebecca Swift, Operations & Development Division Director**  
**DATE: Sept 25, 2025**  
**SUBJECT: REVIEW/APPROVAL TRAIL CLOSURE PERMIT FOR**  
**BLOOMINGTON RAIL TRAIL – ROGERS ST CROSSING PROJECT**

**Recommendation**

Staff recommends approval of a trail closure of the Bloomington Rail Trail for vegetation and tree removal, trail paving, and related work.

**Background**

Per Parks policy, the Bloomington Rail Trail is a Class I trail that requires approval from the Board of Park Commissioners for non-emergency closures. In order to improve trail conditions and pedestrian safety, the department is planning to realign the trail to create a 90-degree crossing at Rogers Street, install a pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB), a new streetlight for increased visibility, and pave 12-foot-wide trail sections on both sides of the road. All the related work will require a full trail closure for expedient and trail user safety.

- Bloomington Rail Trail is planned to be closed between the SOMO Connector Trail and W That Rd. The trail closure is expected to last between **Oct 15, 2025 - Nov 14, 2025**.

In the event of inclement weather, these dates may be extended into November. This closure will be communicated via social media and onsite signage. Posted trail detours are not planned for this closure.

**RESPECTFULLY SUBMITTED,**

Rebecca Swift, Operations & Development Division Director