

AGENDA
REDEVELOPMENT COMMISSION
June 20, 2023 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
Allison Conference Room, Suite 225

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact John Zody, Director at john.zody@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

Join Zoom Meeting

<https://bloomington.zoom.us/j/85252274336?pwd=RlpLLytBcFJzVEdKREN6dW5IMUF4dz09>

Meeting ID: 852 5227 4336

Passcode: 861144

- I. ROLL CALL**
- II. READING OF THE MINUTES – June 5, 2023**
- III. EXAMINATION OF CLAIMS –June 23, 2023 for \$191,895.08**
- IV. EXAMINATION OF PAYROLL REGISTERS–June 16, 2023 for \$36,320.16**
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report**
 - B. Legal Report**
 - C. Treasurer’s Report**
 - D. Business Development Updates**
- VI. NEW BUSINESS**
 - A. Resolution 23-47: Approval of Offering Sheet for Redevelopment Commission Properties Located within the Trades District**
 - B. Resolution 23-48: Approval of Primary Plat Approval for Hopewell Project**
 - C. Resolution 23-49: Approval of Change Orders for West Improvements Along 17th Street**
 - D. Resolution 23-50: Approval of Agreement with CSX for the B-Line and Multiuse Path Project**
 - E. Resolution 23-51: Agreement with CE Solutions for Condition Assessment and Study of the Hopewell Parking Garage**
 - F. Resolution 23-52: Agreement with Ten31 for Redesign of Hopewell Website**
- 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, June 5, 2023, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via Zoom, with President Cindy Kinnarney presiding:
<https://catstv.net/m.php?q=12478>***

I. ROLL CALL

Commissioners Present: Deb Hutton, Randy Cassady, and Cindy Kinnarney, attended the meeting in person. Sarah Bauerle Danzman and Erin Cooperman, MCCSC representative attended the meeting via zoom.

Commissioners Absent: Deborah Myerson

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

Others Present: Larry Allen, Assistant City Attorney, Legal Department; Jeff Underwood, Controller; Alex Crowley, Director, Economic & Sustainable Development; Deb Kunce, J.S. Held; Mick Renneisen; Jen Pearl, BEDC

- II. READING OF THE MINUTES** – Deb Hutton pointed out two typos under Resolution 23-41: construction manager should not have been capitalized and the word “service” should be changed to “serve.” Deb Hutton moved to approve the May 15 minutes with the above corrections. Randy Cassady seconded the motion. Sara Bauerle Danzman abstained. The motion passed 3-0-1.
- III. EXAMINATION OF CLAIM REGISTER** – Randy Cassady moved to approve the claim register for May 26, 2023, for \$139,722.93. Deb Hutton seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Randy Cassady moved to approve the payroll register for May 19, 2023, for \$34,575.99. Deb Hutton seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director’s Report:** John Zody reported that the new assistant director will begin on June 12, 2023.
- 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 updated the commission on the Economic Development Administration Technology Center grant. Crowley said with the recent allocation from the Community Revitalization Enhancement District (CRED) we are moving ahead with the project. Bids should be released late June or early July and bid openings will be late July. The construction state date will be August or September.
- VI. NEW BUSINESS**
- A. Resolution 23-44: Determination of No Excess Assessed Value in the Allocation Areas.** Larry Allen stated every year the RDC Commission is required to submit a notice to the county auditor, the Department of Local Government Finance, and any taxing area that it is wholly or partially located in an RDC allocation area of any excess assessed valuation in an allocation area. Allen said there is no excess value from the Consolidated, North Kinser Road and Prow Road, or the Meridian Allocation Areas that may be allocated to the respective taxing units for budget year 2023. The notice is due by June 15, 2023.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 23-44, via roll-call vote. Randy Cassady seconded the motion. The motion passed unanimously.

- B. Resolution 23-45: Agreement with U3 Advisors for Owner’s Representative Consultant Services.** Staff in consultation with the RDC have selected U3 advisors as the best qualified provider to carry out the services. City staff have negotiated an agreement with U3 Advisors for an amount not to exceed \$479,400.

Deb Kunce, Todd Stern, and staff answered questions from the commissioners.

Cindy Kinnarney asked if a reporting requirement to the RDC could be added to the agreement. She suggested at least quarterly updates. Larry Allen suggested having staff come back to the commission with a proposal for updates. Allen said there are overlapping groups working on this project at any given time and wants to make sure everything is streamlined

Cindy Kinnarney asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 23-45, subject to the reporting requirement amendment, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

- C. Resolution 23-46: Agreement with Axis Architecture for Preliminary Design Services on Showers West Public Safety Facility.** Larry Allen stated this is the first step in having the design services for the new public safety facility. City staff have negotiated an agreement with Axis Architecture to provide the services for an amount not to exceed \$100,000. The agreement will be primarily paid for with Public Safety Economic Lit Bond Funds and is eligible for funding from the consolidated TIF as secondary funding, if needed.

Staff Answered questions from the commissioners.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 23-46, via roll-call vote. Randy Cassady seconded the motion. The motion passes unanimously.

- VII. BUSINESS/GENERAL DISCUSSION** – John Zody reminded everyone that the next RDC meeting will be Tuesday, June 20, 2023.

- XI. ADJOURNMENT** – Deb Hutton moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 6:15 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____

23-47
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF OFFERING SHEET FOR REDEVELOPMENT COMMISSION
PROPERTIES LOCATED WITHIN THE TRADES DISTRICT

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property within the 65-acre Bloomington Certified Technology Park known as the Trades District; and

WHEREAS, on June 16, 2015, the RDC approved Resolution 15-32, approving a Project Review and Approval Form regarding the statutory requirements and other administrative steps needed in order to transfer RDC-owned properties within the Trades District to new owners; and

WHEREAS, in Resolution 15-60, the Redevelopment Commission (“RDC”) approved a Project Review and Approval form supporting the effort to begin infrastructure improvements in the Trades District (the “Infrastructure Project”), which form was amended in Resolution 18-13; and

WHEREAS, work was completed on redeveloping the Trades District through the infrastructure improvements and the renovation of the Dimension Mill; and

WHEREAS, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publically offer property for sale; and

WHEREAS, City staff obtained two independent appraisals for the property it owned within the Trades District; and

WHEREAS, Indiana Code § 36-7-14-22(c) authorizes the RDC to prepare an offering sheet for parcels to be publically offered for sale; and

WHEREAS, based on the significant infrastructure improvements and the updated, independent appraisals, City staff and the Dimension Mill believe it is in the best interest of the project to prepare a new offering sheet for the remaining parcels (“Trades Parcels”), which is attached to this Resolution as Exhibit A;

WHEREAS, in order to publically offer property for lease in accordance with Indiana Code § 36-7-14-22, the Redevelopment Commission must publish notice in *The Herald Times* in accordance with Indiana Code § 5-3-1-2(e);

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

1. The sale of the Trades Parcels will aid in the development of the Trades District, which will enhance the development and economic development of the Consolidated TIF.
2. The Notice of Offering for the Trades Parcels, attached to this Resolution as Exhibit A, is approved.
3. The RDC authorizes the Bloomington City Controller to directly pay for or reimburse the costs of publishing the Notice of Offering. The Bloomington City Controller may not directly pay for or reimburse expenditures of more than Six Hundred Dollars (\$600.00) under this Resolution. This expenditure must still comply with the City and the RDC's claims process.
4. The funding authorization approved by this Resolution shall terminate September 30, 2023, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



OFFERING PACKET

Trades District
Bloomington, Indiana

City of Bloomington
Redevelopment Commission

June 20, 2023

**NOTICE OF OFFERING:
REAL ESTATE FOR SALE**

Notice is hereby given by the Bloomington Redevelopment Commission (RDC) that on July 17, 2023, at 4:00 p.m. local time (EDT) in the McCloskey Room of Bloomington City Hall, 401 N. Morton Street, Bloomington, Indiana, the RDC will open and consider written offers for the purchase of certain real estate within The Trades District, described in more detail below (the "Property").

The RDC is willing to entertain proposals for the purchase of all or part of the Property for the purposes described in this notice. The offer should meet the conditions set forth below.

Property Descriptions and Information

- A. The Property generally consists of approximately 5.176 acres of property located in the Trades District – a 12-acre subsection of Bloomington, Indiana’s Certified Technology Park – located on North Madison Street and North Rogers Street between West 11th Street and West 10th.
- B. The Property specifically consists of four tracts of lands, identified by State Tax ID Numbers:
 - 1. Tract 1 – 53-05-32-100-036.000-005 and 53-05-32-112-088.000-005
 - 2. Tract 2 – 53-05-33-200-012.003-005 and 53-05-32-100-035.000-005
 - 3. Tract 3 – 53-05-32-100-035.001-005
 - 4. Tract 4 – 53-05-32-100-035.012-000 and 53-05-33-200-013.012-005
- C. A map of the Property can be found in the Offering Packet.
- D. The real estate is zoned MD-ST, Mixed-use Downtown Showers Technology District within the Downtown Overlay.
- E. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and settler empowered to modify the trust.

Offering Packet and Bid Deadline

The Offering Packet may be picked up at The Mill, 642 N. Madison Street, Bloomington, Indiana 47404 or within the Atrium of Bloomington City Hall, 401 N. Morton Street, Bloomington, Indiana, 47401, between the hours of 8:00 a.m. and 5:00 p.m. weekdays or may be sent electronically upon request. It is also available on the Trades District’s website at <http://tradesdistict.com/rfp>. Please direct questions about receiving packets to John Fernandez at (812) 250-9714 or by email at John@Dimensionmill.org.

Items included in the Offering Packet are:

- This Notice of Offering,
- Offering Sheet, and
- Instructions to Bidders.

Items also available for review electronically or in hard copy include the Master Plan for Bloomington’s Certified Technology Park. The Certified Technology Park Master Plan is also available at <http://bloomington.in.gov/ctp>.

All offers must be filed with The Mill **no later than Noon EDT on July 17, 2023**, and shall be in the form described in the City’s Instructions to Bidders. Proposals submitted or received after that date may not be considered. Responses may be emailed before the deadline to John Fernandez at the email address above.

Development Standards and Expectations

1. The City of Bloomington Redevelopment Commission (RDC) is specifically interested in working with developers that set forth plans for the real property included in this Notice of Offering that align with and advance the City’s vision for the Trades District as articulated in the Master Plan for Bloomington’s Certified Technology Park and that are consistent with Bloomington’s Unified Development Ordinance:

“Vision

Bloomington’s downtown **Certified Technology Park** will be a sought-after model of modern, sustainable urban redevelopment that **nurtures creativity and entrepreneurship** among its citizens and workforce, helps **brand Bloomington** as a **lively tech sector hub, attracts private investment, employment and visitors**, and provides welcoming living options for Bloomingtonians.” Master Plan and Redevelopment Strategy | Certified Technology Park (2013)

2. The Trades District represents a 12-acre ‘core’ component of Bloomington’s Certified Technology Park intended to:

a. create a concentration of professional / business offices, with a priority placed upon high technology activity (especially as defined by Indiana Code on “Certified Technology Parks” (Indiana Code § 36-7-32-7)), or research and development uses; and

b. early-stage and growth stage company development and support activities that build upon and enhance the region’s innovation ecosystem, and support the creation, attraction, recruitment or growth of employers in the Trades District, Bloomington’s Certified Technology Park and the Bloomington region.

3. Mixed office/retail/residential space where the residential units meet a professional workforce housing demand (including owner-occupied units) will be considered and are viewed as an important ingredient for creating a robust hub for technology employers and employees.

4. Undergraduate student housing is explicitly not of interest to the RDC for this project.

Selection

The RDC reserves the right to reject any or all offers. In determining the best offer, the RDC shall take into account:

- price and other considerations;
- the timing of the transaction and development of the property;
- source of debt and equity funds;
- development resume;
- any existing relationships with the RDC, the City, parties related to the approval process (such as the Dimension Mill, Inc.), Indiana University, Westgate/Crane and other key region innovation economy stakeholders (“Parties”);
- the proposed development plan and future uses;
- the scope of investigation / discussion with Parties;
- how the offer and intended use(s) contribute to the City’s plans for the Trades District, including intended use for high technology activity; and
- all other statutory criteria in Indiana Code § 36-7-14-22.

Project Agreement. A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

For a period of thirty (30) days after opening the written offers, no sale may be made at a price less than that shown on the Offering Sheet. After that, the RDC may adjust the offering price in a manner the RDC considers necessary to further the redevelopment plan.

All submissions to this Notice of Offering must be received by 3:00 p.m. EDT on July 17, 2023, in the manner described in the Instructions to Bidders attached to this Notice.

This notice is given pursuant to Indiana Code 36-7-14-22(d) and Indiana Code 5-3-1-2(3).

Dated June 26 and July 3, 2023

BLOOMINGTON REDEVELOPMENT COMMISSION

OFFERING SHEET

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

c/o The Dimension Mill, Inc.
642 North Madison Street
Bloomington, Indiana 47404

A. The Property generally consists of an approximately 5.176 acres of property located in the Trades District – a 12-acre subsection of Bloomington, Indiana’s Certified Technology Park – located on North Madison Street and North Rogers Street between West 11th Street and West 10th.

B. The Property specifically consists of four tracts of lands, identified by State Tax ID Numbers:

1. Tract 1 – 53-05-32-100-036.000-005 and 53-05-32-112-088.000-005
2. Tract 2 – 53-05-33-200-012.003-005 and 53-05-32-100-035.000-005
3. Tract 3 – 53-05-32-100-035.001-005
4. Tract 4 – 53-05-32-100-035.012-000 and 53-05-33-200-013.012-005

The Bloomington Redevelopment Commission (RDC) is willing to entertain proposals for the purchase of some or all Tracts comprising the 5.176 acres of property it owns within the Trades District described in more detail below (the “Property”) for the purposes described in this Offering Sheet.

The proposal should meet the conditions set forth in this Offering Sheet.

Property Descriptions and Information

A. The Property generally consists of an approximately 5.176 acres of property located in the Trades District – a 12-acre subsection of Bloomington, Indiana’s Certified Technology Park – located on North Madison Street and North Rogers Street between West 11th Street and West 10th.

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1. Tract 1 – 53-05-32-100-036.000-005 and 53-05-32-112-088.000-005
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4. Tract 4 – 53-05-32-100-035.012-000 and 53-05-33-200-013.012-005

C. A map of the Property can be found in the Offering Packet.

D. The real estate is zoned MD-ST, Mixed-use Downtown Showers Technology District within the Downtown Overlay.

Minimum Offering Price

The minimum offering price for purchase of the Property is as follows:

Tract 1 – \$2,550,000 (Two million five hundred and fifty thousand dollars)

Tract 2 – \$2,050,000 (Two million and fifty thousand dollars)

Tract 3 – \$1,020,000 (One million and twenty thousand dollars)

Tract 4 – \$560,000 (Five hundred and sixty thousand dollars)

Development Standards and Expectations

1. The Redevelopment Commission is specifically interested in working with developers that set forth plans for the real property included in this Notice of Offering that align with and advance the City’s vision for the Trades District as articulated in the Master Plan for Bloomington’s Certified Technology Park and consistent with Bloomington’s Unified Development Ordinance:

“Vision

Bloomington’s downtown **Certified Technology Park** will be a sought-after model of modern, sustainable urban redevelopment that **nurtures creativity and entrepreneurship** among its citizens and workforce, helps **brand Bloomington** as a **lively tech sector hub, attracts private investment, employment and visitors**, and provides welcoming living options for Bloomingtonians.” Master Plan and Redevelopment Strategy | Certified Technology Park (2013)

2. The Trades District represents a 12-acre ‘core’ component of Bloomington’s Certified Technology Park intended to:

a. create a concentration of professional / business offices, with a priority placed upon high technology activity (especially as defined by Indiana Code on “Certified Technology Parks” (Indiana Code 36-7-32-7), or research and development uses; and

b. Early-stage and growth stage company development and support activities that build upon and enhance the region’s innovation ecosystem, and support the creation, attraction, recruitment growth of employers in the Trades District, Bloomington’s Certified Technology Park and the Bloomington region.

3. Mixed office/retail/residential space where the residential units meet a professional workforce housing demand (including owner occupied units) will be considered and are viewed as an important ingredient for creating a robust hub for technology employers and employees.

4. Undergraduate student housing is explicitly not of interest to the RDC for this project.

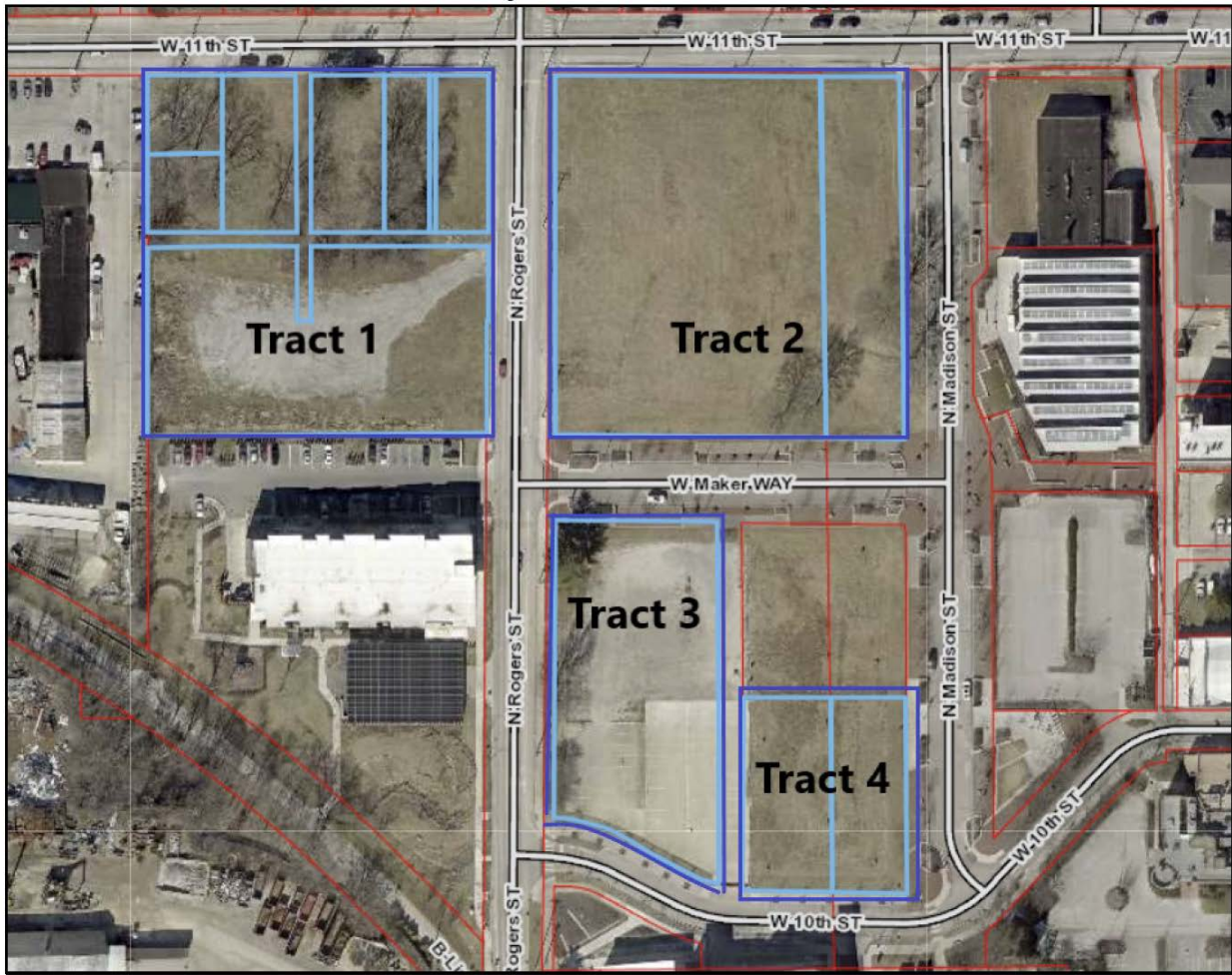
Project Agreement

The successful bidder must be prepared to enter into a Project Agreement with the RDC, which Project Agreement will address the purchase of the Property; all easements related to the Project; and restrictive covenants on use and development of the Project; and shall set forth the nature of the development and uses of the Property. By entering a bid for the Property, the bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement on or before sixty (60) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights, development or otherwise, in or to the Property and the RDC may re-offer the Property or otherwise dispose of the Property as permitted by law.

Requirements of Bidders

The successful bidder must demonstrate that he or she has the industry, knowledge, experience, and financial capability to successfully complete the proposed development on the Property. Bidders must comply with the Instructions to Bidders included in the Offering Packet.

Attachment #1 – Map Depicting Property



INSTRUCTIONS TO BIDDERS

1. General: In accordance with Indiana Code 36-7-14-22, the Bloomington Redevelopment Commission ("RDC") is offering the properties described in Offering Sheet and Request for Proposals (the "Property") for sale.

a. The RDC will ensure that the disposal of the Property is duly advertised in *The Hoosier-Times* newspaper of Bloomington, Indiana. The disposal of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.

b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter, a Project Agreement with the RDC within sixty (60) days of the acceptance of the bids, which Project Agreement shall set forth the nature of the development of the Property.

c. A bid submitted by a trust (as defined in Indiana Code 30-4-1-1 (a)) must identify each beneficiary of the trust and settler empowered to modify the trust.

2. Offering Packet: The offering packet contains the RDC's Notice of Offering Real Estate for Sale, Offering Sheet, and Instructions to Bidders, which identifies the Property being offered and states the minimum purchase price for the Property for which offers will be considered. Interested persons may obtain the Offering Packet in person from The Dimension Mill, 642 N. Madison Street, Bloomington, IN 47404, between the hours of 8:00 a.m. and 5 :00 p.m. weekdays, or by requesting an electronic copy. Please direct questions about receiving packets to John Fernandez, +1 812 250 9714 or by email at john@dimensionmill.org. Additionally, the Offering Packet is available on the Trades District's website at <http://tradesdistrict.com/rfp>.

3. Electronic Submittal: Bids must be submitted electronically via email as provided herein and received by **3:00 p.m. EDT on July 17, 2023**.

Bids shall be emailed to John Fernandez at john@dimensionmill.org and must be received before **3:00 p.m. EDT on July 17, 2023**. The Subject Line of the email transmittal should be the "Trades District Bid Proposal." The message body shall contain the company or individual's name, point of contact address and phone number. Bid submission documents shall be in the format of an attachment or attachments using one or a combination of the following file formats: Adobe Acrobat PDF, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and/or TIF or JPG image formats. Multiple document attachments for the same bid shall be submitted in one single message and total message size should not exceed 10MB. Submissions received in any other format not listed above may be rejected. The Trades District is not responsible for electronic bids/proposals containing viruses that cannot be eradicated, or that are corrupted as a result. The Trades District is not responsible for equipment or software failure that may cause delay or non-delivery.

At 4:00 p.m. EDT on July 17, 2023, the RDC will publicly open and consider all written offers at a public meeting of the RDC. All exhibits and graphics of the successful bidder(s) remain the property of the RDC.

4. Form of Offer: Every offer must be made in the form of a letter of intent which must include purchase price; timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; the proposed redevelopment plan and future uses; and how the offer and intended use contributes to the City's plans for The Trades District.

5. Explanations: If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to John Fernandez at john@dimensionmill.org by Noon EDT on July 17, 2023.

6. Withdrawal of Offer: No offer will be allowed to be withdrawn after bid opening.

7. Rejection or Acceptance of Offers: The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Project Agreement within ten (10) days after the bidder is notified of acceptance.

8. Purchase Price and Other Terms: Within a period of thirty (30) days after the opening of the written offers, the purchase price of the Property to be sold shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana law (Indiana Code 36-7-14-22). Said purchase price may be in the form of cash. After that thirty (30) day period, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan. In determining the best offer, the RDC shall take into account price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; any existing relationships with parties related to the approval process, Indiana University, Westgate/Crane and other key region innovation economy stakeholders ("Parties"); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the City's plans for the Certified Technology Park, including intended use for high technology activity; any property that may be contributed as part of the consideration to the City; and any other statutory criteria in Indiana Code § 36-7-14-22(f). A successful bidder will be required to enter into a Project Agreement with the ROC with respect to these and other matters.

9. Development Standards and Limitations: Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet, including a summary of any proposed historic or conservation easement, restrictive covenants or use restrictions that can ensure compliance with the Development Standards and Limitations. In connection with any proposed easement, restrictive covenant or use restriction, a bidder may propose any agreement structure acceptable to the RDC in its sole discretion that

enables the bidder to realize tax credits or other tax savings for sums expended complying with the Development Standards and Limitations.

10. Development Plan: Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings, and other material that indicate how the proposed redevelopment will serve the interests of the community and the Bloomington Certified Technology Park goals, and any other pertinent information the bidder may wish to submit to further illustrate its proposed development plans. Such materials will be deposited with the RDC and used as stated in Section 3 above.

11. Transfer of Title and Possession: Title to the Property to be sold will be transferred to the successful bidder at the time and in accordance with the terms and conditions to be set forth in the Project Agreement. The RDC shall deliver to the successful bidder, and at the sole expense of the RDC, an owner's title policy in the customary form, issued by a title insurance company designated by the RDC, covering the Property to be sold in the amount of the sale price to the successful bidder and showing title in the name of the City of Bloomington. Title to this portion of the Property will be conveyed by special warranty.

**23-48
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

APPROVAL OF PRIMARY PLAT APPROVAL FOR HOPEWELL PROJECT

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, part of the redevelopment of the site includes making infrastructure improvements to the Hopewell western parcels (“Hopewell West”), which included the former site of the main IU Health Bloomington Hospital (“Project”); and
- WHEREAS, City staff have prepared a primary plat for Hopewell West, which is attached to this Resolution as Exhibit A; and
- WHEREAS, if approved, the primary plat will go to the Plan Commission or its designee to begin the plat approval process.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC approves the primary plat for Hopewell West and authorizes its submission for all necessary approvals.
3. For the avoidance of doubt, the final plat of Hopewell West will need to be approved by the RDC in a subsequent meeting prior to its recording.

BLOOMINGTON REDEVELOPMENT COMMISSION

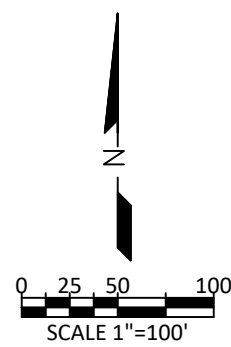
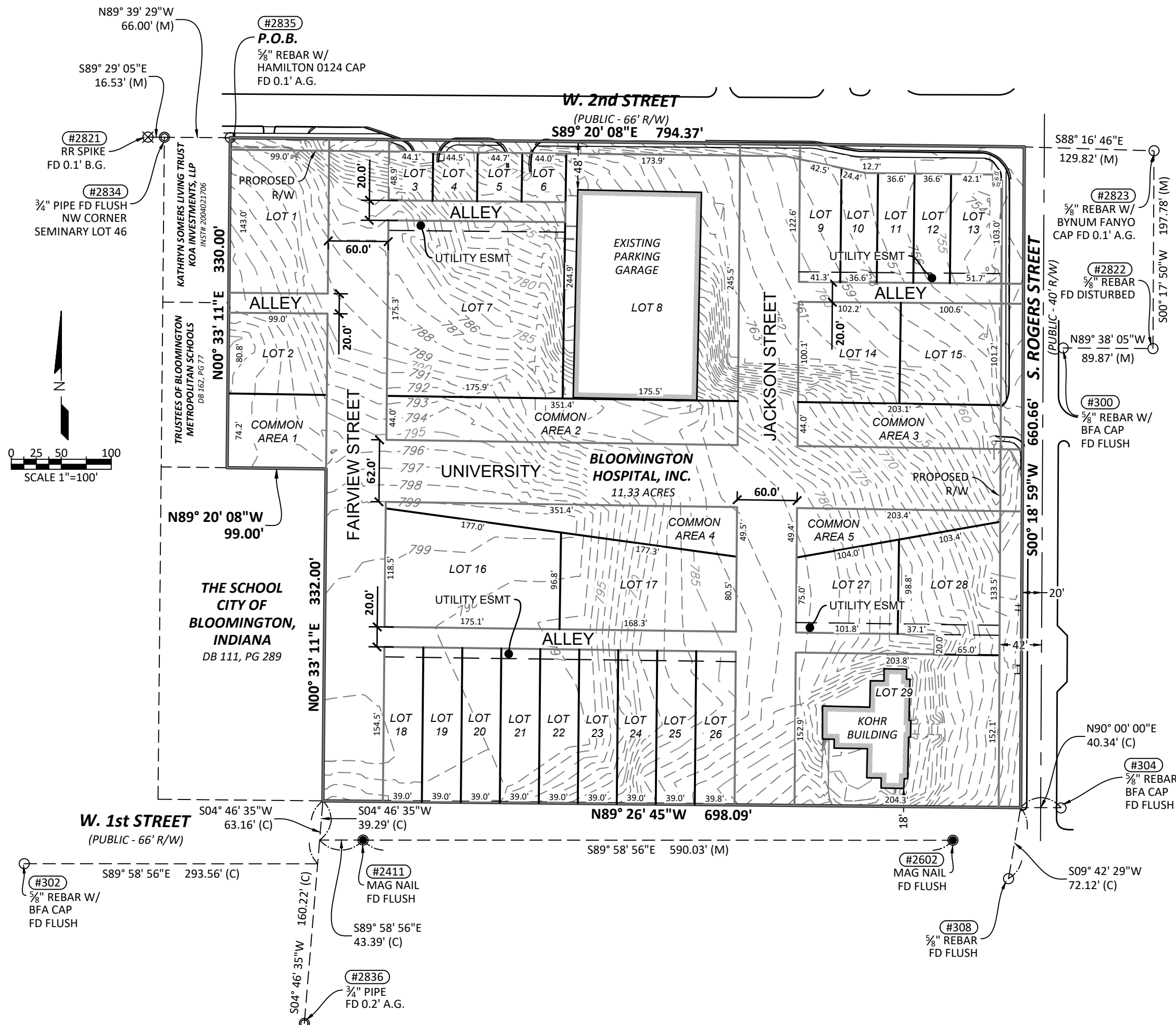
Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

HOPEWELL WEST SUBDIVISION - PRELIMINARY PLAT A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 1 WEST MONROE COUNTY, INDIANA



LEGEND:

---	ROAD CENTERLINE
---	LINE NOT TO SCALE
●	5/8" REBAR WITH CAP "BRCJ, INC 6892 IN"
○	IRON PIPE FOUND AS NOTED
○	REBAR FOUND AS NOTED
⊗	RAILROAD SPIKE FOUND AS NOTED
⊗	MAG NAIL FOUND AS NOTED
R/W	RIGHT-OF-WAY
C/L	CENTERLINE
A.G.	ABOVE GROUND
B.G.	BELOW GROUND
FD	FOUND
XXXX	ADDRESS

OWNER/DEVELOPER:
Bloomington Hospital, Inc.
XXXX N. XXXX Road
Bloomington, IN 4740X
Phone: 812-XXXX-XXXX

RECORD INFORMATION:
Bloomington Hospital, Inc.
DB 364, PG 240, INST# 2004018581,
INST# 2010019969
53-08-05-100-057.000-009,
53-08-05-100-058.000-009,
53-08-05-100-059.000-009,
53-08-05-100-119.000-009,
53-08-05-100-120.000-009,
53-08-05-100-127.000-009,
53-08-05-100-132.000-009,
53-08-05-115-012.000-009

TRANSFORM REDEVELOPMENT OVERLAY (TRO) SETBACKS:
FRONT = 0 TO 15 FEET
SIDE = 0 FEET (5' ABUTTING RESIDENTIAL ZONING)
REAR = 0 FEET (25' ABUTTING RESIDENTIAL ZONING)

FLOOD ZONE:
PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD INSURANCE RATE MAP NUMBER 18105C0141D, DATED DECEMBER 17, 2010.

NOTES:

- FIELD WORK PERFORMED MAY 3-12, 2023.
- ALL REBAR SET ARE 5/8" INCH WITH YELLOW PLASTIC CAP STAMPED "BRCJ, INC 6892 IN"
- THE BASIS OF BEARINGS ON THIS SURVEY IS THE MONROE COUNTY ZONE OF THE INDIANA GEOSPACIAL COORDINATE SYSTEM (INtGCS), NAD83 (2011).

ZONING:
Subject: MM/TRO
Adjoiners: MM, MI/TRO

LEGAL DESCRIPTION

A part of Seminary Lots 37 and 46 and St. Clair's Subdivision of parts of Seminary Lots 37 and 46 in the City of Bloomington, Monroe County, Indiana, and more particularly described by Christopher L. Porter, LS21200022, on May 15, 2023, as part of Bledsoe Riggert Cooper James, Inc. Job Number 11335, as follows:

Commencing at a 3/4-inch diameter iron pipe marking the northwest corner of Seminary Lot 46; thence along the north line of said Lot 46 SOUTH 89 degrees 39 minutes 29 seconds EAST a distance of 66.00 feet to a 5/8-inch diameter rebar with cap and the Point of Beginning; thence continuing along said north line SOUTH 89 degrees 20 minutes 08 seconds EAST a distance of 794.37 feet to the northeast corner of Lot 1 of St. Clair's Subdivision as recorded in Plat Book 15, Page 65 in the Monroe County Recorder's office and the west right of way line of Rogers Street; thence along said right of way line SOUTH 00 degrees 18 minutes 59 seconds WEST a distance of 660.66 feet to the north right of way line of First Street; thence along said right of way line NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 698.09 feet to the east line of Deed Book 111, Page 289 in said Recorder's office; thence along the east line of said Deed Book NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 332.00 feet; thence NORTH 89 degrees 20 minutes 08 seconds WEST a distance of 99.00 feet to the southeast corner of Deed Book 162, Page 77; thence along the east line of said Deed Book and the east line of Instrument Number 2004021706 NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 330.00 feet to the point of beginning, containing 11.33 acres, more or less.

This description includes the platted alleys in St. Clair's Subdivision. Said alleys may not have been vacated at the time this description was prepared.

REPORT OF SURVEY

In accordance with Title 865, 1-12-1 through 1-12-30 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- (a) Reference monuments of record
- (b) Title documents of record
- (c) Evidence of active lines of occupation
- (d) Relative Positional Accuracy "RPA"

The Relative Positional Accuracy "RPA" (due to random errors in measurement) of this survey is within that allowable for an Urban survey (0.07 feet (21 millimeters) plus 50 parts per million) as defined in IAC, Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level).

In regard to "ACTIVE LINES OF OCCUPATION", point (c) above: ACTIVE refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is NOT intended to be specific for every point along the line. Therefore, portions of the occupation line may vary from the surveyed line by a distance greater or less than uncertainty cited in this report.

This is a partial Retracement Survey and an Original Survey performed at the request of the City of Bloomington Redevelopment Commission.

The property is currently in the name of Bloomington Hospital, Inc (Deed Book 364, Page 240, Instrument No. 2004018581 and Instrument Number 2010019969).

The field work was performed May, 2023.

- SURVEYS & PLATS OF RECORD:**
- ALTA/NSPS Land Title Survey for Indiana University Health, Inc. by Terry D. Wright, Hamilton Designs Job Number 2018-147, dated May 25, 2018, provided by Indiana University Health, Inc.
 - Plat of Seminary Square and Lots, found in Plat Cabinet B, Envelope 5 in the Monroe County Recorder's office.
 - Plat of St. Claire's Subdivision of Parts of Seminary Lots 37 and 46, found in Plat Cabinet B, Envelope 9 in said Recorder's office.
 - Survey of Seminary Lots 11, 12, 13, 14 and Part of Lot 10 and Part of Seminary Lot 37 by Charles D. Graham, found recorded as Instrument Number 2021024040 in said Recorder's Office.

- MONUMENTS FOUND:**
- A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 500 on the Graham survey.
 - A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown on the Hamilton survey as the northwest corner of Tract 6, PCL 3 per Deed Record 371, Page 479.
 - A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 504 on the Graham survey.
 - A 5/8-inch diameter rebar with illegible cap was found flush with grade. The origin of this monument is unknown.
 - A railroad spike was found 0.1 foot below grade. The origin of this monument is unknown.
 - A 5/8-inch diameter rebar was found disturbed. This monument is shown as number 501 on the Graham survey.
 - A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found 0.1 foot above grade. This monument is shown as number 502 on the Graham survey.
 - A 3/4-inch diameter iron pipe was found flush with grade and accepted as the northwest corner of Seminary Lot 46 per survey 1.
 - A 5/8-inch diameter rebar with Hamilton 0124 cap was found 0.1 foot above grade and accepted as the northwest corner of Instrument Number 2004018581 per survey 1.
 - A 3/4-inch diameter iron pipe was found 0.2 feet above grade. This monument is shown on the Hamilton survey as the southeast corner of Tract 6, PCL 2 per Deed Record 371, Page 478.

DEED ANALYSIS:
No discrepancies were found when comparing the legal descriptions for the western adjoiners with the Bloomington Hospital, Inc. descriptions.

ESTABLISHMENT OF LINES AND CORNERS:
Monument 2835 as held for the geometry shown on the Hamilton survey. Said geometry was then rotated to monument 2836 to establish the perimeter lines of the Bloomington Hospital, Inc. parcels.

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows:

Due to Availability and condition of reference monuments: Up to 1.5 feet when comparing the distance between monuments 2835 and 2836 calculated per the Hamilton survey with the measured distance.

Due to Occupation or possession lines: No discrepancies noted.

Due to Clarity or ambiguity of the record description used and of adjoiners' descriptions and the relationship of the lines of the subject tract with adjoiners' lines: No discrepancies noted.

OWNER CERTIFICATION

Bloomington Hospital, Inc., Owner of the real estate shown and described herein, does hereby certify, layoff, and plat (X) tracts, numbered X-X.

Rights-of-way not heretofore dedicated are hereby dedicated to Monroe County, Indiana. In accordance with this plat and certificate, this plat shall be known as HOPEWELL WEST Subdivision.

IN WITNESS WHEREOF, the undersigned Owner set their hand and seal this ____ day of _____, 2023.

Bloomington Hospital, Inc.

STATE OF INDIANA COUNTY OF MONROE
Before me, a Notary Public in and for said County and State, personally appeared Bloomington Hospital, Inc., owner, who acknowledged the execution of the above referenced plat, to be their voluntary act for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public (Signature)

Notary Public (Printed Name)

My Commission Expires: _____

My County of Residence: _____

PLAN COMMISSION AND BOARD OF PUBLIC WORKS
Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

APPROVED BY THE PLAT COMMITTEE AT A MEETING HELD: _____, 2023

Director of Planning & Transportation Department

SURVEYOR'S CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this ____th day of _____, 2023.

Christopher L. Porter
Professional Surveyor No. LS21200022
State of Indiana

PRELIMINARY PLAT NOTE:

1. Site was an active demolition project when field work was performed. Contours are shown based on an AutoCAD file by DLZ, provided by The City of Bloomington, and represent proposed elevations at 1 foot intervals.

Bledsoe Riggert Cooper James



BRCJ

LAND SURVEYING • CIVIL ENGINEERING • GIS

1351 West Tapp Road Bloomington, Indiana 47403
Phone: 812-336-8277 Email: cporter@brjcivil.com

PLAT DATED: June 5, 2023 JOB # 11335

23-49
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF CHANGE ORDERS FOR WEST IMPROVEMENTS ALONG 17TH STREET

- WHEREAS, in Resolution 17-52, the Bloomington Redevelopment Commission (RDC) approved a project review form for improvements along 17th Street; and
- WHEREAS, as part of a federally funded project, the scope of the project includes two simultaneous projects (East and West) of multimodal improvements along 17th Street between Monroe and Grant Streets, each divided by Walnut Street (“Project”); and
- WHEREAS, in Resolution 19-60, the RDC approved an Amended Project Review & Approval Form; and
- WHEREAS, the RDC approved construction agreements with Milestone Contractors L.P. for the Project in Resolution 22-24 and 22-31; and
- WHEREAS, Milestone in conjunction with the City’s project managers have determined that change orders are necessary for the Project; and
- WHEREAS, Change Order 1 accounts for the necessary relocation of a private sanity sewer lateral line that was discovered during construction for \$2,562.13; and
- WHEREAS, Change Order 2 is for topsoil and sod to replace areas that were formerly asphalt, and equals a change of \$34,212.00; and
- WHEREAS, Change Order 3 is the replacement of existing pavement that was discovered to be structurally unable to support additional paving on top of it for a total of \$87,460.40; and
- WHEREAS, these change orders would increase the total amount for the East Project construction agreement from \$1,192,297.10 to \$1,196,297.10, and increase the West Project construction agreement from \$3,083,517.00 to \$3,204,855.50; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the services pursuant to the terms of the City’s agreement with INDOT; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B;

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project as detailed in the Amended Form, which is attached as Exhibit B.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.
3. The RDC hereby approves additional funding for the local portion of the eastern part of the Project's Construction Agreement and authorizes the City of Bloomington to expend a total amount not to exceed \$1,196,297.10, to be payable in accordance with the terms of the City agreement with INDOT.
4. The RDC hereby approves funding for the local portion of the western part of the Project's Construction Agreement and authorizes the City of Bloomington to expend an amount not to exceed a \$3,204,855.50, to be payable in accordance with the terms of the City agreement with INDOT.
5. The Controller shall make the determination of funding source within the Consolidated TIF as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Vice President

Date

Contract No:R -41895

Change Order No.: 001

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -41895

AE:Wren, Rachel

Letting Date:05/05/2022

PE/S:Havens, Trevor

Status:Draft

Change Order Information

Date Generated: 00/00/0000

Change Order No.: 001

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Structure 42

Original Contract Amount

\$ 3,083,517.00

Current Change Order Amount

\$ 0.00

Percent: 0.000 %

Total Previous Approved Changes

\$ 0.00

Percent: 0.000 %

Total Change To-Date

\$ 0.00

Percent: 0.000 %

Modified Contract Amount

\$ 3,083,517.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

Contract No:R -41895

Change Order No.: 001

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 2

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____
Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -41895

INDIANA

Date:06/09/2023

Change Order No:001

Department of Transportation

Page: 3

Contract: R -41895
Project: 1900402 - State:190040200LC5
Change Order Nbr: 001
Change Order Description: Structure 42
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0163	1900402	0163	720-45270	EACH	3,208.110	1.000	C	Amount:\$ 3,208.11
Item Description: PIPE CATCH BASIN 18 IN								
Supplemental Description1: Structure 42								
Supplemental Description2:								
0172	1900402	0172	720-45045	EACH	645.980	-1.000	C	Amount:\$ -645.98
Item Description: INLET J10								
Supplemental Description1:								
Supplemental Description2:								

Total Value for Change Order 001 = \$ 2,562.13

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

During excavation for STR #42 a private sanitary sewer lateral was discovered in conflict with the proposed location. The structure was shifted to the southwest and changed from a INLET J10 to a PIPE CATCH BASIN 18 IN. The initial Type J box had already been ordered, manufactured and delivered to the site. The City of Bloomington has taken possession of the J box and has transferred it over to contract R-41896 for use. This Change Order will deduct one Type 'J10' box, reimburse the contractor \$645.98 for the material cost of the J box, and add one PIPE CATCH BASIN 18 IN. No changes to contract time is being considered or approved with this Change Order.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: _____

Signed By: _____

Date: _____

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -41895
Change Order No:001

INDIANA
Department of Transportation

Date:06/09/2023
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
----------------	------------------	------	--------



E&B PAVING, LLC

2520 W. Industrial Park Drive
 Bloomington, IN 47404
 Phone (812) 334-7940
 FAX (812) 334-7941
www.eb paving.com

Date 5/9/2023
 Contract R-41895-A Project 17th St Bike & Pedestrian Facilities
 Force Account/Extra Work For Change Structure 42 (Inlet J10) to 18" Pipe Catch Basin

Labor 109.05 (a)

Employee	Craft	Req Hrs	Req Rate	Total Req	OT Hrs	OT Rate	Total OT	Total
	Laborer	3	##### #	\$ 163.26		\$ 71.26		\$ 163.26
	Operator	6	##### #	\$ 421.08		\$ 90.72		\$ 421.08
	Combo (Teamster/Laborer)	3	##### #	\$ 181.23		\$ 79.89		\$ 181.23
	Foreman	3	##### #	\$ 210.54		\$ 70.18		\$ 210.54
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -

Total Labor \$ 976.11
 Profit & Overhead 20% \$ 195.22
 Grand Total Labor \$ 1,171.33

See Attached for Labor Rate Breakdown

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight	Total
18" RCP	8	lf	\$ 26.32		\$ -	\$ 210.56
18" Oval Gate	1	ea	\$ 181.72		\$ -	\$ 181.72
Concrete Class A	1	cy	\$ 140.00			\$ 140.00
Storm Inlet J	1	ea	645.98			\$ 645.98

City of Bloomington to take possession of Storm Inlet J for Structure 42
 Total Materials \$ 1,178.26
 Profit & Overhead 12% \$ 141.39
 Grand Total Material \$ 1,319.65

See Attached for Material Quotes

Equipment 109.05 (d)

Equipment	Req Hrs	Req Rate	Total
On-Highway Light Duty Trucks	3	\$ 36.76	\$ 110.28
Compact Track Loaders	3	\$ 77.69	\$ 233.07
Skid Steer Loaders	3	\$ 56.02	\$ 168.06
On-Highway Rear Dumps	3	\$ 42.96	\$ 128.88
			\$ -
			\$ -

Total Equipment \$ 640.29
 Profit & Overhead 12% \$ 76.83
 Grand Total Equipment \$ 717.12

See Attached for Equipment Rates

Haul 109.05

Company	Req Hrs	Req Rate	Total Req	OT Hrs	OT Rate	Total OT	Total
Triaxle Haul		\$ 120.00	\$ -		\$ 140.00		\$ -
Lowboy Haul							\$ -
Flatbed Haul							\$ -

Total Haul \$ -
 Profit & Overhead 10% \$ -
 Grand Total Haul \$ -

See Attached for Hauling Rates

Subcontracts:

Subcontractor	Description	Quantity	Unit Price	Total Cost
		ls	\$ -	\$ -
		ls	\$ -	\$ -
		ls	\$ -	\$ -

Total Subcontractor \$ -
 Profit & Overhead 7% \$ -
 Grand Total Subcontractor \$ -

See Attached for Subcontractor Quote

Rate effective date Apr. 01 2023 - Present	Region City: undefined, State/Province: Indiana	Organization Indiana DOT	Ownership Adjust 100%	Operating Adjustment 100%	Model	Year	Serial Number	Configurations	Notes
Unique Id	Subtype	Size Class	Manufacturer	Model	Year	Serial Number	Configurations	Notes	
113465	On-Highway Light Duty Trucks	300 hp & Over	Miscellaneous	4X2 1 383 EXT GAS		2023 1FDBX3G67LEE27043	4X2 Configuration: 4X2 Cab Type: Extended Horsepower: 3	2020 FORD F350XL FOREMAN TRUCK	
123254	On-Highway Rear Dumps	19,501 - 26,000 lbs	Miscellaneous	4X2 6YD DSL		2023 1FUBCYDAX5HN97287	4X2 Configuration: 4X2 Horsepower: 200.0, Maximum Gross: 2005	2005 FREIGHTLINER LOW SIDED DUMP TRUCK	
563396	Compact Track Loaders	2,201 - 2,500 lbs	Kubota	SVL75-2		2023 KBCC0752VK1H45778	Operator Protection: ROPS/FOPS, Power Mode: Diesel	2020 KUBOTA SVL75-2 TRACK SKID STEER	
563450	Skid Steer Loaders	1,751 - 2,200 lbs	Caterpillar	246D3		2023 KC600691	Operator Protection: ROPS/FOPS, Power Mode: Diesel	2020 CAT 246D3 SKID STEER	
Continued		Ownership Cost	Operating Cost	Standby Cost	Idling Cost	Revision	Region Adjustments		
		\$6.71	\$30.05	\$3.36	\$31.86	4/1/2023	State/Province: Indiana, Adjustment: 100.1%		
		\$11.74	\$31.22	\$5.87	\$35.52	4/1/2023	State/Province: Indiana, Adjustment: 99.6%		
		\$47.69	\$29.60	\$23.94	\$58.70	4/1/2023	State/Province: Indiana, Adjustment: 99.1%		
		\$29.98	\$26.04	\$14.99	\$41.44	4/1/2023	State/Province: Indiana, Adjustment: 97.8%		
Continued		Year Adjustments	Ownership Adjustments	Operating Adjustments	FHWA	Hours	Total Cost		
		100%	100%	100%	\$36.76	1	\$36.76		
		100%	100%	100%	\$42.96	1	\$42.96		
		100%	100%	100%	\$77.69	1	\$77.69		
		100%	100%	100%	\$56.02	1	\$56.02		



MAXWELL PIPE

RDC Resolution 23-49
Exhibit A

Quotation

119 N MAIN STREET
MAXWELL, IN 46154
Phone: (317)323-6000
www.countymaterials.com

Date: 4/28/2022	Bid Date: 5/5/2022	Time: 12:00 PM	Project: 057-0612-22	Revision: 0
Bid To: ALL BIDDERS	Project Name: INDOT CALL 201 R-41895-A			
Contact: ALL BIDDERS	Project Address:			
Phone:	City/State/County:			
Email:	Memo:			
Quoted By: Steve Smart			Cell: (317)697-6918	
Email: steve.smart@countymaterials.com				

Description	UOM	Qty	Unit Price	Extension
ROUND PIPE				
#0075 - 12" RCP CL4 - ASTM C76 & C443	LF	1800.00	\$16.18	\$29,124.00
INLETS				
#0082 - 24" x 24" Storm Inlet Type A2 (Avg - 4.97')	EA	2.00	\$662.98	\$1,325.96
#0085 - 24" x 36" Storm Inlet Type M10 (Avg - 3.51')	EA	10.00	\$594.98	\$5,949.80
#0084 - 24" x 36" Storm Inlet Type J10 (Avg - 4.04')	EA	6.00	\$645.98	\$3,875.88
Please note that CMC only found 6 J10 inlets on the plans but the bid list indicated there were 7, price subject to change.				
#0086 - 17" x 30" Storm Inlet Type R13 (Avg - 3.2')	EA	2.00	\$492.99	\$985.98
#0091 - 30" x 30" Storm Inlet Type F2 (H - 4')	EA	1.00	\$680.00	\$680.00
Please note no invert elevation was given for structure #15, price subject to change.				
#0083 - 30" x 30" Storm Inlet Type E7 (Avg - 5.84')	EA	2.00	\$866.97	\$1,733.94
Storm Inlet Structure Notes:				
Includes: Concrete Structures Only				
Excludes: Castings, Frames, Grates, Grouted Bench wall, Slope, Sump, Lifters, Weir Wall, Orifice Plate, Any Other Items NOT Mentioned Above				
MANHOLES				
#0090 - 48" DIA STORM MH TYPE C8 (Avg - 6.49')	EA	6.00	\$995.98	\$5,975.88
#0089 - 48" DIA STORM MH TYPE E4 (H - 6.48')	EA	1.00	\$996.00	\$996.00
#0088 - 48" DIA STORM MH TYPE C4 (H - 6.64')	EA	1.00	\$1,046.92	\$1,046.92
#0089 - 84" DIA STORM MH TYPE E4 (H - 6')	EA	1.00	\$3,399.00	\$3,399.00

Please note no invert elevation was given for structure #25, price subject to change.

Storm Manhole Structure Notes:

Includes: Steps, Ecc Cone or Flat Top, Profile Joint C-443, Non-Extended Base Pad, Pipe Holes, Standard Mix Design

Excludes: Parallel Holes, Sump, Poured Bench wall, Poured Flowline, Castings, Frames, Grates, Seals Internal or External, Chimney Seals, Coatings, Liners, Joint Wraps, Kor N Seal Boots, Aloks, Special Additives,

O-Ring Joint, Weir Wall, Restrictor Plate, Lifters, Any Other Items NOT
Mentioned Above

Quote Notes

Quote based on current plans dated 4/20/2022.

**Quoted based on INDOT Specs per plans. Price is subject to change
based on new plans or specifications.**

**Minimum Delivery Charge of \$880 may be applied to short loads
requested.**

When a purchase from CMC is made we require the following before any
product can be delivered:

1. If tax exempt, CMC requires a tax-exempt cert.
2. Field contact and phone number for delivery.
3. Exact location address for delivery.
4. A PO or signed quote.
5. CMC does NOT accept any retainage withheld on any projects.

All precast structure material delivered on flatbed, customer to offload
material at jobsite. RCP, 42" dia. and below, will be delivered with self-
unloader for local deliveries. Lift gear is not included in price.

RCP orders greater than 36" dia. that are canceled, may incur a 25%
cancellation charge.

\$55,093.36

Subject to all applicable taxes. Please provide the sales tax exempt certificate with your acceptance of this quotation, when applicable. Product will not be shipped if tax
exempt certificate is not received for a tax exempt project.

Quantities indicated are estimates only. Customer is responsible for verification of quoted quantities, sizes, classes of material and conformance with applicable specification
(s). Unless specifically noted on quotation, pricing excludes joint testing, admixtures, coatings, tie bolts, gaskets, and televised inspection.

Freight: FOB Jobsite for full loads; truck near as possible to jobsite under own power. Contractor to unload.

A minimum drop charge may apply on less than full truckload quantities.

All returns are subject to a 30% restocking charge. Return Freight charges will also be applied. ALL DESIGN/SPECIALTY ITEMS ARE NON RETURNABLE, NON
REFUNDABLE, & REQUIRE A SIGNED ORDER OR PURCHASE ORDER.

County Materials Corporation (CMC) does not guarantee the accuracy of shop drawings or information incorporated into shop drawings. CMC requires customer signature on
all shop drawings prior to manufacturing. Upon customer approval of shop drawings, CMC is released from all responsibility for shop drawing errors and/or manufacturing
corrections as a result of approved shop drawings. Customer is responsible for all expenses caused by shop drawing inaccuracy including, but not limited to, product
replacement. Approval of shop drawings conveys acceptance of the terms, conditions and responsibilities noted herein.

By acceptance, the buyer agrees they will purchase ALL items enumerated herein from CMC in such quantities as are required to complete this project.

This bid also is contingent upon successful negotiations of the terms and conditions of the contract for this project, between County Materials Corporation and the General
Contractor / Contractor / Subcontractor / Purchaser.

Payment Terms: This bid is subject to establishing an account or acceptable credit with the Company. All invoices are due and payable by the end of the month following the
month of purchase. Invoices not paid when due shall accrue interest at the rate of 1-1/2% per month (18% per annum).

Contract: This proposal when signed by Seller and Buyer constitutes a binding contract and is made for acceptance within thirty (30) days from date hereof unless used for
bidding purposes, in which case it is for acceptance within thirty (30) days of the awarding of the contract. No other contract will be signed unless this quotation and its terms
and conditions are made a part thereof. If this is not a quotation, If Buyer fails to sign, the terms and conditions of this document shall become binding upon Seller's delivery
or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless
expressly consented to in writing by the Seller.

TERMS AND CONDITIONS OF QUOTATION/SALES CONTRACT (Pipe/Structure Terms)

1. CONTRACT TERMS: The buyer listed on the face of this Quotation/Sales Contract ("Buyer") acknowledges, understands, and agrees that, by accepting this Quotation/Sales Contract ("Quotation/Sales Contract"), it shall be bound by the terms and conditions set forth herein ("Terms and Conditions"). Buyer further acknowledges, understands, and agrees that said Terms and Conditions shall be enforceable against Buyer by County Materials Corporation and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers, including but not limited to Central Processing Corporation and A-1 Transit Corporation ("Seller"). The sole agreement of the parties shall be made up of (1) this Quotation/Sales Contract, (2) Buyer's credit application, if any, and (3) Seller's order confirmation, if any ("Agreement"). This Agreement is the sole agreement under which Buyer shall purchase goods, materials, services, and/or products ("Products") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the Agreement. Any different or additional terms or conditions contained in Buyer's acceptance of this Quotation/Sales Contract, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the Agreement. Additional terms or changes to the Agreement, and alleged subsequent agreements between the parties, shall not be effective as against the Seller unless signed by an authorized representative of the Seller.

2. CREDIT AND PAYMENT: Buyer agrees to make prompt payment in accordance with the terms hereof, without reference to Buyer's agreement with any other party, and with no right of setoff or retention. If delivery is to be delayed past the delivery date specified in this Agreement, either at the request of Buyer or through no fault of Seller, Buyer shall pay promptly in full for all Products sold hereunder. If Buyer is or becomes insolvent, or is unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency, or similar petition, or if Seller in good faith doubts the ability of the Buyer to pay, Seller may demand cash payment in advance before shipments are made. In the event Buyer fails to make the demanded payment within fifteen (15) days after Seller's demand, Seller may cancel the unperformed portion of the contract, without prejudice to its right to hold Buyer liable for all harm or damages resulting from its failure to pay.

3. INTEREST AND COSTS: Invoices not paid when due shall bear interest at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate. Buyer shall be responsible for paying such interest incurred upon demand, together with reasonable costs of collection (including attorneys' fees and expenses) whether or not a lawsuit is commenced.

4. TAXES: Sales, use, excise, or similar taxes arising out of or relating to the sale, delivery, installation, or use of the Products, if any, are not included in the price on the Quotation/Sales Contract except as otherwise specified herein or in a separate written agreement between Buyer and Seller. In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all such taxes are the sole responsibility of and shall be paid by Buyer. At any time Seller shall have the right to separately bill Buyer for such taxes which the Seller may have been required to pay and the Buyer shall promptly reimburse the Seller for the entire amount of such taxes.

5. CHANGE ORDERS: Change orders after receipt of Buyer's order may necessitate rescheduling estimated delivery date(s) for Buyer's order. Change orders may result in additional charges for time, labor, and/or materials costs, which shall increase the Buyer's contract price stated in this Quotation/Sales Contract. Buyer understands and acknowledges any change order made by Buyer may delay the delivery date for the Product(s) ordered and Buyer agrees to bear any additional costs arising out of or resulting from any change order made by Buyer, pursuant to the Terms and Conditions herein. Buyer and Seller shall agree on the necessary changes in price and estimated delivery date(s), if any, for any change in scope or additional work before Seller is obligated to proceed with any change requested by Buyer.

6. DELAYS: Buyer shall reimburse Seller for all expenses incurred by Seller which arise out of delays, including, without limitation, delays caused by Buyer, such as failure to timely submit necessary documents, approvals, or information needed by the Seller, the failure to accept delivery on a timely basis, etc. Seller will not be responsible for any delays resulting from a force majeure event, as set out in this Agreement below. Shipments of orders delayed for any reason in whole or in part beyond the control of Seller and beyond one (1) month of the ordered date are subject to an increase based on increased labor and materials costs. All statements made relating to delivery dates, shipping dates, or production dates are not warranties and do not form part of the basis of the contract. Present lead times are good faith estimates and are not contractual nor are they intended to imply that time is of the essence.

7. DELIVERY TERMS:

(1) All scheduled delivery dates are approximate.

(2) Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter private property to make delivery on site, Buyer shall be responsible for providing Seller with safe and adequate access to the site, along with a certificate of insurance, and Seller shall not be liable for any damage resulting from delivery of Products on private property or when required to deliver inside a curb line. Seller shall have the right to charge Buyer an additional sum per hour of waiting time due to inaccessibility to the job site or other delay not caused by the Seller.

(3) The driver of the delivery vehicle is empowered to refuse delivery or continue delivery if, in his opinion, the point where the Product is to be delivered is unsafe or is likely to prove dangerous. If the delivery vehicle is required to deliver at any point off a public road, the Buyer will be responsible for any and all damage to vehicles, pipes, manholes, underground utilities or any other property of any sort resulting therefrom and hereby indemnifies the Seller against any and all loss, damage, claims, costs, including legal costs on an indemnity basis or demands which the Seller may incur as a result of such delivery.

(4) Traffic control services shall be provided by the Buyer whenever required for safe delivery, and site access and egress.

(5) In the event that the Buyer requests that any Product be deposited on a street or public highway the Buyer shall be responsible for compliance with any and all city, county, or state regulations and/or permits and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify, defend, and hold harmless the Seller for any and all costs, claims, losses or expenses, including legal costs and fees, which the Seller may incur as a result of such delivery.

(6) Delivery schedules will be mutually agreed upon between Seller and Buyer.

8. FREIGHT ALLOWANCE: When Products are delivered by trucks owned by Seller, any of its affiliates, or by carrier, the purchase price shall increase by an amount equal to the freight allowance. Buyer will pay such increase as part of the purchase price together with any additional costs arising out of delivery.

9. CANCELLATION: In the event the order is cancelled by Buyer prior to delivery, or Buyer otherwise fails to comply with its obligations under the Agreement, Seller shall be entitled to all damages incurred in connection with this order, including without limitation, restocking costs, material procurement costs, administrative costs, lost profits, incidental and consequential damages, and Seller's reasonable attorneys' fees and expenses, if any.

10. **BACK CHARGES/DAMAGES.** Seller will not permit or accept any back charges for any reason nor will it accept any assessment for damages due to delivery performance unless such charges are authorized in writing by Seller prior to these charges being incurred.
11. **PERFORMANCE BONDS:** Seller will not pay for, nor allow deductions for, performance bonds.
12. **NOTICE OF BID ACCEPTANCE.** To assure prompt delivery of the request Product, Buyer must inform Seller of bid acceptance as early as possible along with all pertinent data (taxable authorities, purchase order numbers, etc.) in order to provide Seller with sufficient time to provide the Product ordered by Buyer at the time requested by Buyer.
13. **DESIGN OF PRODUCTS:** If Buyer is purchasing stock Products from Seller, Seller bears responsibility for designing Products in compliance with the applicable ASTM standard(s) and as described in Seller's sales material. If Buyer is purchasing non-stock Products that must meet certain specifications, then Buyer must provide Seller with specifications sufficient to permit Seller to draft production drawings for the Products in compliance with those specifications; furthermore, Seller has no responsibility for the design or creation of the Product specifications provided by the Buyer and is only responsible for drafting production drawings based on the specifications provided. Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed.
14. **INSTALLATION OF PRODUCTS:** Unless otherwise agreed to by Seller as part of the Agreement, Seller shall have no responsibility for the installation, unloading, or maintenance of the Products, it being understood that the Seller's sole responsibility is described on the face hereof, and that harmful cracking or other damage may occur if the Products are not properly installed, unloaded, or maintained.
15. **ADVICE:** Any installation advice provided verbally or outlined in technical literature provided by Seller and/or its affiliates, including County Materials Corp., is intended as a guide for informational purposes only and are not intended to replace sound engineering practice and judgment and should not be relied upon for that purpose.
16. **INSPECTION AND TESTING:** All requests for inspections or tests not regularly conducted by the Seller are for the Buyer's account, and must be made by separate agreement as to the nature, extent of, and charges for such inspections or tests.
17. **INSPECTION AND REJECTION OF NON-CONFORMING PRODUCTS:** (a) Buyer shall inspect all Products within 48 hours of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any non-conforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. At Seller's request and option, Buyer must provide Seller an opportunity to examine the alleged nonconforming Products without delay or a sample of the alleged non-conforming Products. The Products are in conformity if they do not deviate from the agreed specification at the time of passage of title and risk. (b) If Buyer timely notifies Seller of any non-conforming Products, Seller shall, in its sole discretion, either (i) provide conforming Products to replace any such non-conforming Products, or (ii) repair or remediate the non-conformity, or (iii) credit or refund the purchase price for such non-conforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the non-conforming Products to the location specified by Seller. If Seller exercises its option to provide replacement conforming Products, Seller shall ship conforming Products to Buyer at Buyer's expense and risk of loss after receiving Buyer's shipment of all non-conforming Products. (c) Buyer acknowledges and agrees that the remedies set forth in subsection (b) above are Buyer's exclusive remedies for the delivery of non-conforming Products.
18. **LIMITATION OF LIABILITY: SELLER'S LIABILITY ON ANY CLAIM SHALL NOT EXCEED THE AMOUNT INVOICED FOR THE PRODUCTS ACTUALLY RECEIVED BY BUYER** for any loss or damage arising out of the supplying of any Product to Buyer, or the sale, operation, or use of the Product, whether such claim is based in contract, warranty, tort (including negligence) or other grounds, with regard to which such claim for loss or damage is made. **IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, PUNITIVE, OR EXEMPLARY DAMAGES**, which could include, but is not limited to, loss of profits or revenue, loss of use of the Product or any associated product, cost of capital, cost of substitute products, cost of facilities or services, downtime costs, or claims by Buyer's customers for such damages, whether such damages arise as a result of breach of contract or warranty, a tort claim (including negligence), or on other grounds. **THIS LIMITATION OF LIABILITY AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTY SET FORTH BELOW FAILS OF ITS ESSENTIAL PURPOSE.** The above limitations do not include damages related to personal injury.
- EXCLUSIVE LIMITED WARRANTY:** Seller warrants that stock Product, to the extent it is manufactured by Seller, shall be free from manufacturing defects in materials and workmanship and meet solely the description and specifications set forth in Section 13 above and conform to (subject to reasonable variance in accordance with normal industry practice) the applicable ASTM standard(s) for a period of thirty (30) days from delivery thereof, and all other warranties are expressly disclaimed as described in the capitalized sentence below. Seller may, in its sole discretion, also rely on any generally accepted industry standards. Seller retains the right, however, to change the dimensions, composition, design, performance, color, and appearance of the Product without liability if, in Seller's judgment, the change is non-material. Seller warrants that non-stock Product manufactured by Seller meet only those specifications and standards provided by Buyer for a period of thirty (30) days from delivery, all other warranties are expressly disclaimed as described in the capitalized sentence below, and Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed. Seller does not warranty any portion of Product not manufactured by Seller but Seller shall assign to Buyer, upon request, all assignable warranties of Seller's suppliers related to such Products. Acceptance by Buyer of the Product constitutes confirmation that the Product meets the description set forth above. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE OF WISCONSIN OR ELSEWHERE.** This limited warranty only applies if the Product has not been subjected to misuse, negligence, or accident and have not been installed, maintained, altered, or repaired in any manner that, in Seller's sole judgment, adversely affects the condition or operation of the Product. Further, the foregoing limited warranty and the exclusive remedy below run only in favor of the original Buyer and may not be assigned or otherwise transferred.
- EXCLUSIVE REMEDY:** For any loss or damage arising out of supplying Product to Buyer, or the sale, operation, or use of the Product-whether such claim is based in contract, warranty, tort (including negligence) or other grounds- **BUYER'S EXCLUSIVE REMEDY IS LIMITED**, at Seller's sole discretion, to either: (1) refund by Seller of the purchase price for any non-conforming Product sold hereunder; or (2) the repair of non-conforming Product or replacement of any non-conforming Product with new Product in its unfinished state. **UNDER THIS EXCLUSIVE REMEDY, BUYER SHALL NOT RECOVER ANY OTHER COSTS FROM SELLER**, including but not limited to costs for: return of non-conforming Product, delivery of replacement Product, removal of non-conforming Product, reinstallation of replacement Product (or products purchased to replace any non-conforming Product), and/or any labor charges incurred related to the Product. **NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER. ANY CLAIM FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES for lost profits, lost sales, injury to property, or any other incidental or consequential loss IS THEREFORE BARRED PURSUANT TO THE TERMS OF THIS EXCLUSIVE REMEDY.** Seller will not be liable for any failure of Product to conform to the Exclusive Limited Warranty above caused by installation or maintenance of the Product, or use of other products/materials in conjunction with the Product that negatively impacts the Product or otherwise do not conform with industry standards. The above limitations do not include damages related to personal injury.
19. **CLAIMS: BUYER'S EXCLUSIVE PROCEDURE FOR COMMENCING CLAIMS** against Seller after acceptance of the Product shall be as follows: Notice of claims against Seller for breach of warranty or for any other alleged non-conformity of the Product **MUST BE GIVEN TO SELLER PROMPTLY UPON**

DISCOVERY AND MUST BE SUPPORTED IN WRITING WITHIN SEVEN (7) CALENDAR DAYS AFTER DISCOVERY of the alleged breach or non-conformance to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice SHALL CONSTITUTE A WAIVER BY BUYER of their right to later make such a claim and Buyer shall be barred from the exclusive remedy permitted herein.

20. FAILURE BY SELLER: If at any time prior to delivery, Seller materially fails to fulfill its obligations hereunder or abandons production of the Products without cause, and such failure or abandonment is not corrected or commenced to be corrected within seven (7) days of written notice from Buyer (except for matters which by their nature cannot be corrected within said seven (7) days, in which case it shall be sufficient that Seller commenced to remedy such failure within said period and thereafter diligently proceeds), Buyer may elect to terminate Buyer's continuing obligations under this Agreement. If Buyer elects to terminate the Buyer's obligations hereunder, Buyer shall be entitled to the return of all deposit money paid to Seller in connection with this Agreement. **TERMINATION OF THE AGREEMENT AND RETURN OF DEPOSIT MONEY ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A FAILURE TO COMPLY OR ABANDONMENT BY SELLER.**

21. TITLE AND RISK OF LOSS: For Products delivered by common carrier, Buyer accepts the risk of loss, shortage, destruction, or damage upon delivery of the Products by Seller to the common carrier, and Buyer's sole remedy shall be against the common carrier for any loss, shortage, destruction, or damage to the Products resulting from shipment. For Product delivered by Seller or any of its affiliates, title and all risks of loss, shortage, damage, destruction, delay, etc. with respect to Product shall not pass to Buyer until delivery at the point described on the face of this Quotation/Contract or at such other point as may be designated by Buyer. All claims for loss, shortage, damage, destruction, delay, etc. to the Product delivered shall be made at the time such Product is delivered, and no such claim shall be allowed unless a notation of the loss, shortage, damage, destruction, delay, etc. is made on the delivery receipt for the products to which such claim applies. In no event shall Buyer's rights against Seller for loss, shortage, damage, destruction, delay, etc. exceed Buyer's rights for breach of warranty as set forth above. Buyer shall pay Seller for all expenses incurred in the production and delivery of the Product regardless of delays or Seller's inability to deliver said Product due to circumstances beyond its control. Seller shall retain any and all necessary lien rights allowable for payment on the Product subject to this Agreement until the purchase price plus any additional interest has been paid. Buyer hereby grants Seller a first priority security interest in all products until such time as Seller is paid in full all amounts due and owing under this Agreement.

22. RETURNS: No Products shall be returned to the Seller without its prior written approval of such return and of the terms and conditions relating thereto. Further, Buyer shall return the Products in good and saleable condition and shall pay any costs or charges arising out of such return, including shipping costs and a restocking charge equal to thirty percent (30%) of the purchase price of the returned Products. Non-stock Products (i.e., custom-manufactured Products) are non-returnable.

23. INDEMNITY: Buyer shall defend, indemnify, and hold Seller harmless from any and all third-party losses, damages, claims, penalties, liabilities, and expenses, including reasonable attorneys' fees and expenses of whatever nature and however arising or incurred (including but not limited to Seller's reasonable attorneys' fees and expenses in defending any third-party claims), which arise from Buyer's negligence or from Buyer's improper use (including use of the Product beyond its useful life), installation, possession, operation, maintenance, storage, or handling of the Products and which give rise to any claim against the Seller by the Buyer or a third party.

24. FORCE MAJEURE. Seller shall not be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed, in whole or in part, because of an act of God, shortages or lack of availability of raw materials, vendor or supplier performance, failure of suppliers or subcontracts to satisfactorily meet scheduled deliveries, equipment or facility failures, war, blockade, embargo, hostilities, revolution, terrorism, riots, civil commotion or insurrection, strike or lockout, labor dispute or other labor disturbance, slowdowns, epidemic or prevalent disease or illness with an actual or probable threat to human life, quarantine/travel restriction, fire, wind, earthquake or flood, theft or vandalism, severe weather, traffic delays, delays of third parties, government shutdown, or because of any law, order, proclamation, regulation or ordinance of any government, or for any other cause, whether similar or dissimilar to those enumerated, beyond the reasonable control of Seller.

25. ACTIONS: No action for the enforcement of the remedies set forth herein shall be commenced more than one year after the cause of action accrued for the enforcement of such remedies.

26. VENUE AND CHOICE OF LAW: Any action arising out of or related to the transactions contemplated by this Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws provisions wherever contained. The parties agree that any litigation shall be conducted exclusively in the Circuit Court for Marathon County without a jury, and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non conveniens) to such forum.

27. SEVERABILITY AND WAIVER: If any section or part of a section hereof is found to be unenforceable, then the remainder shall continue in full force and effect as if the unenforceable section or part thereof did not exist. Any delay or failure in the exercise of a right by Seller shall not be deemed a waiver thereof, and any agreement (express or implied) in an earlier instance not to exercise a right shall not be deemed a waiver in any subsequent instance.

28. CLERICAL ERRORS: Seller reserves the right to correct clerical errors or similar errors relating to price or any other terms shown in this Quotation/Sales Contract.

29. SIGNATURE: Either party may evidence execution of this Quotation/Sales Contract by facsimile or copy signature. Such signature shall be binding on said party and shall have the same force and effect as an original signature. This Quotation/Sales Contract further may be signed in counterparts, each of which shall be part of this Agreement.

30. CAUTION: Freshly mixed concrete or mortar may cause skin irritation or chemical burns. Avoid direct contact where possible and wash exposed skin areas promptly with water. Sawing or grinding of concrete products may result in the release of dust particles which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight fitting goggles is recommended when sawing or grinding concrete products.

REV: 01/06/22



JOB SPECIFIC CONCRETE QUOTATION

Date: May 03, 2022

Customer: E&B PAVING BLOOMINGTON
Attention: KEITH SPENNER
KEITH.SPENNER@EBPAVING.COM

Project: R-41895-A MONROE CO. 17TH ST BIKE & PEDESTRIAN
Location: 17TH STREET & KINSER PIKE, Bloomington, IN 47404
Total Yards: 1400

Quote Number: MQ0065696_

Bid Date: May 05, 2022
Quote Expiration Date: Jun 05, 2022

Mix #	Concrete Description	Gross Price/CY	*Discount	Net Price/CY
9001IN	CLASS A STONE ASH	\$143.00	\$3.00/CY	\$140.00
9000IN	CLASS A STONE	\$143.00	\$3.00/CY	\$140.00
9080IN	CLASS C STONE	\$149.00	\$3.00/CY	\$146.00
9155IN	INDOT KEY WAY GROUT 723.11	\$167.00	\$3.00/CY	\$164.00
9136IN	FLOWABLE FILL REMOVABLE TYPE 4-1	\$110.50	\$3.00/CY	\$107.50
9138IN	FLOWABLE FILL NON-REMOVABLE TYPE 5-1	\$115.50	\$3.00/CY	\$112.50

Notes:

Thank you for the opportunity to bid on this project.
PRICING SUBJECT TO CHANGE PER SPECIFICATIONS AND DRAWINGS.

****imi NOW PROVIDES E-TICKETS ON ALL READY MIX ORDERS****

Delivery is subject to availability of cement and fly ash. Mixes will be priced as quoted. If straight cement mixes are not quoted, add \$5.00 to performance price.

Please add \$6 per cubic yard effective Aug 01, 2023.

Proper truck washout area must be provided on site.

Concrete and aggregate testing outlined in job specifications can be provided by imi at the expense of the contractor (if applicable).

Additional Charges

Holidays and Sundays	TBD
Environmental Fee, per load	\$20.00
1% Calcium Chloride	\$3.50
Additional Bag of Type I Cement, add/cy	\$6.50
Excess unloading over 60 minutes charged per hour	\$90.00
High Range Water Reducer, add/cy	\$7.50
Ice, per lb	\$0.60
Late Delivery, After 5:00 PM, per load	\$75.00
Low Chloride Accelerator, Per Dose	\$4.50
Mid-Range Water Reducer, add/cy	\$5.00
Non-Chloride Accelerator, per dose	\$5.50
Reinforcing Fiber, add/cy	\$7.00
Retarding Admixture, additional doses	\$2.00
Retarding Admixture, first dose	\$3.50
Saturday Delivery, per load	\$50.00
Small Load Charge Under 4 yards	\$250.00
Type III Replacement, when available add/cy	\$6.00
Winter Service (Nov 1 - March 31), add /CY	\$5.00

*Terms: Accounts paid by the 10th of the following month after date of delivery
The above prices do not reflect Indiana state sales tax.

Quoted By: Rodney Haag rodney.haag@irvmat.com 812-881-7526

Accepted By: _____ Date: _____

Corporate Office - 8032 N. State Road 9 - Greenfield, IN 46140 - Phone 317.326.3101 - Fax 317.326.3105





(800) 289-2569 FAX (715) 443-3768
P.O. BOX 100
MARATHON, WI 54448-0100

Shipped		Invoice Date	Invoice #
04/26/2023		04/26/2023	3886617-00
Warehouse	Taken By	PO #	Page #
57	HHA	35220516	1 of 1

Cust: 150002

Ship To INDOT R-41895-A MONROE CO.
0612-22 CHRIS 812-592-9014
NEAR 930 W 17TH ST, PO#: 35220516 BO#: 3866124
BLOOMINGTON, IN 47404

Bill To: E & B PAVING INC
PO BOX 2428
CLARKSVILLE, IN 47131

Ln #	Product And Description	Quantity Shipped	Qty UM	Unit Price	Amount (Net)
1	7218380EP 18" RCP C3 8' EP	8.00	LFT	26.320	210.56
2	720218EP GASKET 18" EP	1.00	EA	.000	.00
3	784816IN MH RISER 48" X 16	1.00	EA	265.000	265.00
4	784832IN MH RISER 48" X 32	1.00	EA	600.000	600.00
5	7AR2406IN ADJ RING 24" X 6" CONC	2.00	EA	130.000	260.00
6	7AR2404IN ADJ RING 24" X 4" CONC	2.00	EA	110.000	220.00

6.00 Lines Total	Quantity Shipped Total	15.00	Sub Total	1,555.56
			Invoice Total	1,555.56



W Allen St Greenway - Bloomington, IN

Job Location: BLOOMINGTON, IN
Bid Date: 11/21/2022
Bid Time: 12:00PM
Estimate Number: BMAT20220400005368

Addendum:
1

Job Notes:

UNTIL FURTHER NOTICE... DUE TO CURRENT NATIONAL AND GLOBAL SUPPLY CHAIN ISSUES, MATERIAL PRICING IS BASED SOLELY ON AVAILABILITY. PRICING IS SUBJECT TO CHANGE AND BASED ON THE CURRENT PRICE AT TIME OF SHIPMENT. MATERIAL PRICES ARE PROVIDED ONLY AS AN ESTIMATE, AND AVAILABILITY IS NOT GUARANTEED.

MATERIAL QUOTATION IS BASED ON ESTIMATED QUANTITIES AND AVAILABLE PROJECT RELATED INFORMATION AND IS NOT GUARANTEED. PURCHASER IS RESPONSIBLE FOR DETERMINING FINAL QUANTITIES PRIOR TO SHIPMENT.

SURCHARGES... EFFECTIVE IMMEDIATELY ALL DUCTILE IRON PIPE PROUCT SHIPPING FROM ANY FERGUSON WATERWORKS LOCATION OR DIRECT FROM THE MANUFACTURE WILL INCUR A SCRAP SURCHARGE TO COVER NATIONAL AND GLOBAL INCREASED SCRAP COST. WHILE WE HOPE THIS IS A SHORT-LIVED MARKET CONDITION, WE HAVE TO PREPARE FOR THE LIKELY REALITY THAT THIS PERSISTS UNTIL THE UKRAINIAN CONFLICT HAS COME TO A RESOLUTION, GLOBAL SANCTIONS ON THAT REGION OF THE WORLD ARE LIFTED, OR SOME OTHER MARKET MECHANISM HELPS COMPENSATE FOR THE INCREASE IN DEMAND.

FERGUSON WATERWORKS WILL MAKE EVERY REASONABLE EFFORT TO MEET REQUESTED SHIPPING DATES BUT CANNOT BE HELD FINANCIALLY RESPONSIBLE FOR DELAYS IN SHIPPING DUE TO FORCE MAJEURE, ACTS OF GOD OR ANY OTHER CAUSES OUSIDE THE CONTROL OF THE COMPANY.

RETURNED MATERIALS SUBJECT TO A 25% RESTOCKING FEE AND RETURN FREIGHT CHARGES. ALL RETURNED MATERIALS REQUIRE RETURN MATERIALS AUTHORIZATION AND MUST BE IN CLEAN AND RESELLABLE CONDITION.

ALL MATERIALS SOLD TO BUYER IN STANDARD MANUFACTURES LENGTHS AND PACKAGING. IF SPECIAL PROJECT SPECIFIC LENGHTS OR PACKAGING IS REQUIRED, PRIOR APPROVAL BY SELLER IS REQUIRED BEFORE MATERIAL SHIPMENT AND IS CONSIDERED NON-RETURNABLE.

FERGUSON W Allen St Greenway - Bloomington, IN
WATERWORKS

ITEM#: 13 (DETECTABLE WARNING SURFACE)

Qty	UM	Description / Comments	Bid Price	Ext Price
5	EA	24 X 24 UND DURALAST Detector WARNING PLT	\$147.86	\$739.30

ITEM#: 13 (DETECTABLE WARNING SURFACE): \$739.30

ITEM#: 24 (PIPE, TYPE 4, CIRCULAR, 6")

Qty	UM	Description / Comments	Bid Price	Ext Price
40	FT	6 X 20 F2648 Perforated HDPE Pipe	\$4.50	\$180.00

ITEM#: 24 (PIPE, TYPE 4, CIRCULAR, 6"): \$180.00

ITEM#: 26 (PIPE CATCH BASIN, 18")

Qty	UM	Description / Comments	Bid Price	Ext Price
1	EA	6118 GRATE OVAL N	\$181.72	\$181.72

ITEM#: 26 (PIPE CATCH BASIN, 18"): \$181.72

ITEM#: 27 (DEBRIS SCREEN)

Qty	UM	Description / Comments	Bid Price	Ext Price
2	EA	RAIN GUARDIAN TURRET	\$2,307.00	\$4,614.00

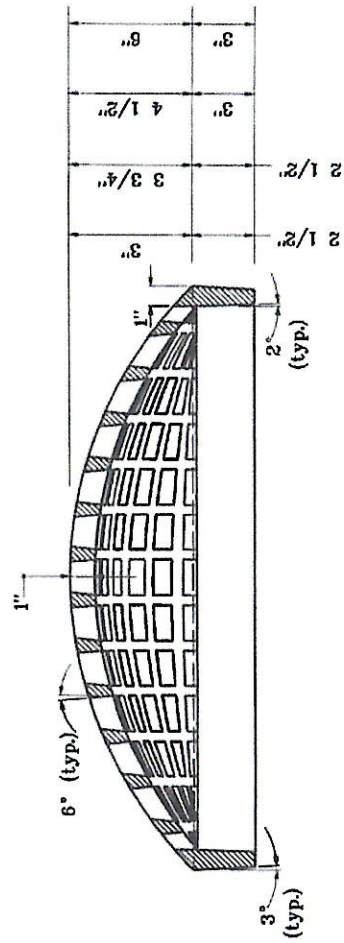
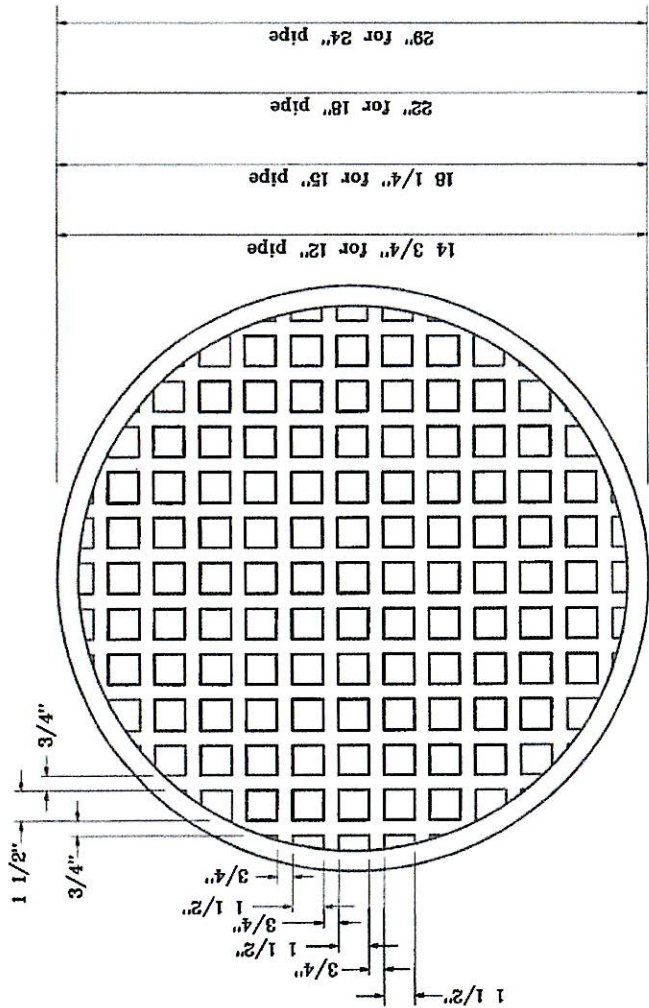
ITEM#: 27 (DEBRIS SCREEN): \$4,614.00

Net Total: \$5,715.02

Tax Excluded

Grand Total: \$5,715.02

Job Terms:

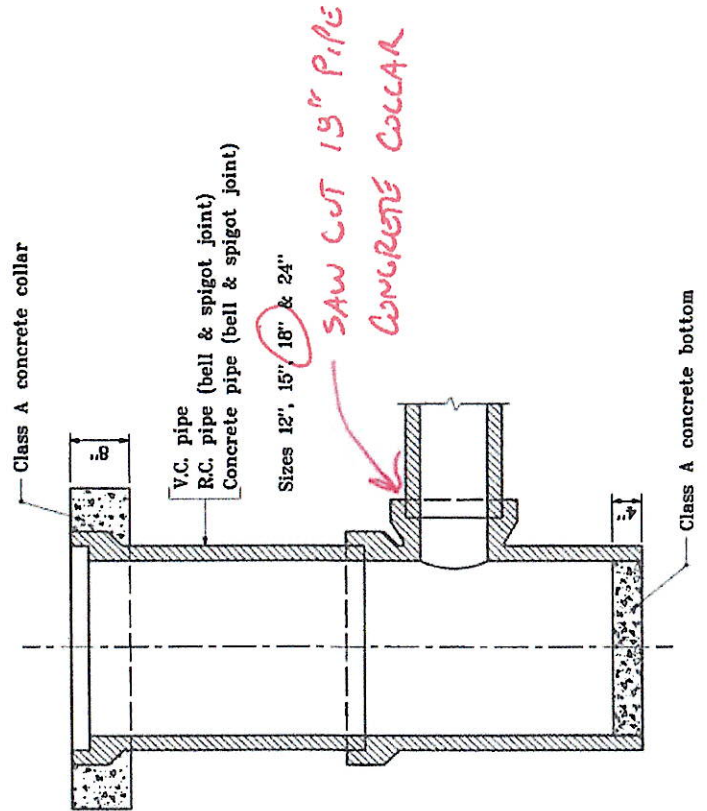
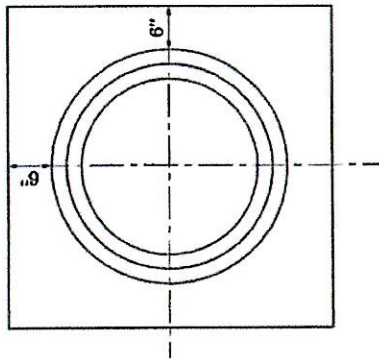


PIPE CATCH BASIN CASTING

* 18"
 EAST SADDON 6/18-N
 OVAL GRATE

INDIANA DEPARTMENT OF TRANSPORTATION	
PIPE CATCH BASIN CASTING	
APRIL 1995	
STANDARD DRAWING NO. E 720-CBCA-01	
DETAILS PLACED BY THIS DUMENT 11-15-89	
DESIGNED BY /s/ Anthony L. Uremowick 11-5-89	DATE
DESIGNER'S SIGNATURE	
CHIEF ENGINEER /s/ Vernon Zandi 11-5-89	DATE
CHIEF ENGINEER'S SIGNATURE	
DESIGNED AND DRAWN BY	
DATE	
CHECKED BY	
DATE	
APPROVED BY	
DATE	





INDIANA DEPARTMENT OF TRANSPORTATION	
CATCH BASIN PIPE	
APRIL 1985	
STANDARD DRAWING NO. E 720-CBST-06	
DETAILS PLACED BY THIS BUREAU	11-15-89
/s/ Anthony J. Uremovich	11-8-89
DESIGN STANDARDS ENGINEER	DATE
/s/ Ferooz Zandi	11-8-89
CHIEF HIGHWAY ENGINEER	DATE
ORIGINALLY APPROVED	4-09-85



Contract No:R -41895

Change Order No.: 002

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -41895

AE:Wren, Rachel

Letting Date:05/05/2022

PE/S:Havens, Trevor

Status:Draft

Change Order Information

Date Generated: 05/21/2023

Change Order No.: 002

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

Description: Top Soil

Original Contract Amount

\$ 3,083,517.00

Current Change Order Amount

\$ 0.00

Percent: 0.000 %

Total Previous Approved Changes

\$ 0.00

Percent: 0.000 %

Total Change To-Date

\$ 0.00

Percent: 0.000 %

Modified Contract Amount

\$ 3,083,517.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

Contract No:R -41895

Change Order No.: 002

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 2

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -41895
Change Order No:002

INDIANA
Department of Transportation

Date:06/09/2023
Page: 3

Contract: R -41895
Project: 1900402 - State:190040200LC5
Change Order Nbr: 002
Change Order Description: Top Soil
Reason Code: ERRORS & OMISSIONS, Design/Plan Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0162	1900402	0162	621-06570	CYS	85.530	400.000	C	Amount:\$ 34,212.00

Item Description: TOPSOIL

Supplemental Description1: Topsoil for Sod Areas

Supplemental Description2:

Total Value for Change Order 002 = \$ 34,212.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

This contract requires SOD to be used in areas that are being converted from asphalt pavement to yards. Current fill is subgrade material and is unstable for planting. Topsoil is required to support growth in the areas to be sodded. Additionally, warranty on SOD is not enforceable if SOD is planted on unsuitable soils. No changes in contract time is being considered or approved with this Change Order. 2022 INDOT STANDARD SPECIFICATIONS 621.03 Preparation of Ground Before Seeding.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: _____

Signed By: _____

Date: _____

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -41895
Change Order No:002

INDIANA
Department of Transportation

Date:06/09/2023
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
----------------	------------------	------	--------

INDOT UNIT PRICE SUMMARY

Updated: 3/20/2023

INDOT 2022 Unit Price Summary
Weighted Average prices for all pay items bid on Awarded Contracts*

YEAR	SECTION	ITEM	DESCRIPTION	UNIT	LOW PRICE	HIGH PRICE	WGT AVG	NO ITEMS	TOTAL
2022	621	621-06570	TOPSOIL	CYS	\$14.25	\$1,540.63	\$82.20	19,386.60	\$1,593,641.26
2022	809	809-09343	ITS	EACH	\$81.80	\$54,926.00	\$2,872.39	612.00	\$1,757,900.40
2022	809	809-11707	ITS FIELD SWITCH	EACH	\$260.00	\$2,380.00	\$1,673.33	6.00	\$10,040.00
2022	809	809-12470	ATR STATION, 5 LANE	EACH	\$100,000.00	\$200,000.00	\$140,000.00	10.00	\$1,400,000.00
2022	809	809-94971	FIBER OPTIC CABLE	LFT	\$3.50	\$11.00	\$5.12	125,237.00	\$641,211.29



E&B PAVING, LLC

2520 W. Industrial Park Drive
Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
www.ebpaving.com

Date 4/19/2023
Contract R-41895-A Project 17th St Bike & Pedestrian Facilities
Force Account/Extra Work For Topsoil

Labor 109.05 (a)

Employee	Craft	Reg Hrs	Reg Rate	Total Reg	OT Hrs	OT Rate	Total OT	Total
	Laborer	48	##### #	\$ 2,612.16		\$ 71.26		\$ 2,612.16
	Operator	48	##### #	\$ 3,368.64		\$ 90.72		\$ 3,368.64
	Combo (Teamster/Laborer)	24	##### #	\$ 1,449.84		\$ 79.89		\$ 1,449.84
	Foreman	24	##### #	\$ 1,684.32		\$ 70.18		\$ 1,684.32
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
Total Labor								\$ 9,114.96
Profit & Overhead 20%								\$ 1,822.99
Grand Total Labor								\$ 10,937.95

See Attached for Labor Rate Breakdown

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight	Total
Topsoil	400	cy	\$ 25.00		\$ -	\$ 10,000.00
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
Total Materials						\$ 10,000.00
Profit & Overhead 12%						\$ 1,200.00
Grand Total Material						\$ 11,200.00

See Attached for Material Quotes

Equipment 109.05 (d)

Equipment	Reg Hrs	Reg Rate	Total
On-Highway Light Duty Trucks	24	\$ 36.76	\$ 882.24
Compact Track Loaders	24	\$ 77.69	\$ 1,864.56
Skid Steer Loaders	24	\$ 56.02	\$ 1,344.48
On-Highway Rear Dumps	24	\$ 42.96	\$ 1,031.04
			\$ -
			\$ -
Total Equipment			\$ 5,122.32
Profit & Overhead 12%			\$ 614.68
Grand Total Equipment			\$ 5,737.00

See Attached for Equipment Rates

Haul 109.05

Company	Reg Hrs	Reg Rate	Total Reg	OT Hrs	OT Rate	Total OT	Total
Triaxle Haul	48	\$ 120.00	\$ 5,760.00		\$ 140.00		\$ 5,760.00
Lowboy Haul							\$ -
Flatbed Haul							\$ -
Total Haul							\$ 5,760.00
Profit & Overhead 10%							\$ 576.00
Grand Total Haul							\$ 6,336.00

See Attached for Hauling Rates

Subcontracts:

Subcontractor	Description	Quantity	Unit Price	Total Cost
		ls	\$ -	\$ -
		ls	\$ -	\$ -
		ls	\$ -	\$ -
Total Subcontractor				\$ -
Profit & Overhead 7%				\$ -
Grand Total Subcontractor				\$ -

See Attached for Subcontractor Quote

Grand Total This Page \$ 34,210.95

Topsoil unit price on 400 cy \$85.53

EXHIBIT C

FACILITIES AND MATERIALS PURCHASING
U.S.A. LABOR HOURLY RATE COMPUTATION

GEOGRAPHIC/LOCAL AREA/PROJECT All counties except Lake, LaPorte, Newton & Porter
 CRAFT DESCRIPTION Indiana Laborers
 PERIOD April 1, 2023 - March 31, 2024

NATIONAL MAINTENANCE AGREEMENT? YES NO

		STRAIGHT TIME	TIME AND ONE HALF	DOUBLE TIME
WAGES:				
1	BASE WAGE	28.50	42.75	57.00
2	VACATION & HOLIDAYS	0.00	0.00	0.00
3	BASE WAGE TOTAL (LINES 1 + 2)	28.50	42.75	57.00
FRINGES:				
4	HEALTH & WELFARE	7.50	7.50	7.50
5	PENSION	9.00	9.00	9.00
6	TRAINING	0.45	0.45	0.45
7	INDUSTRIAL ADVANCEMENT FUND	0.13	0.13	0.13
8	TRAVEL	0.00	0.00	0.00
9	S.U.B.	0.00	0.00	0.00
10	BUILDING TRADES FUND	0.00	0.00	0.00
11	DUES	0.00	0.00	0.00
12	Substance Abuse Testing Program	0.04	0.04	0.04
13	Indiana Laborers Defined Contrib. Trust Fund	0.77	0.77	0.77
14	FRINGE TOTAL (LINES 4 THRU 13)	17.89	17.89	17.89
15	GROSS WAGE (LINES 3 + 14)	46.39	60.64	74.89
BURDEN (% OF LINE 3)				
16	FICA	7.65%	2.18	3.27
17	FEDERAL UNEMPLOYMENT	0.60%	0.17	0.26
18	STATE EMPLOYMENT	7.40%	2.11	3.16
19	STATE BUSINESS TAX	0.00%	0.00	0.00
20	WORKMANS COMP.INSUR.	3.01%	0.86	* 0.86
21	PUBLIC LIABILITY INSUR.	0.92%	0.26	0.39
22	PUBLIC PROPERTY INSURANCE	0.00%	0.00	0.00
23	General/Umbrella/Excess Liability	13.48%	0.13	0.36
24	BURDEN TOTAL (LINES 16 THRU 23)	5.71	8.31	10.79
CONSUMABLES/SMALL TOOLS				
25	(% OF LINE 15)	5.00%	2.32	* 2.32
26	BURDEN & TOOLS (LINES 24 + 25)		8.03	10.62
27	TOTAL WAGE (LINES 15 + 26)		54.42	71.26
28	O.H. & P (% OF LINE 15)	0.00%	0.00	* 0.00
TOTAL BILLING RATE (LINES 27 + 28)		54.42	71.26	88.00

CONTRACTOR _____

VA REVIEWED _____

BY/DATE _____

BY/DATE _____

*(STRAIGHT TIME RATE)

EXHIBIT C

FACILITIES AND MATERIALS PURCHASING
U.S.A. LABOR HOURLY RATE COMPUTATION

GEOGRAPHIC/LOCAL AREA/PROJECT		841 West Central Indiana			
CRAFT DESCRIPTION		Operating Engineers			
PERIOD		April 1, 2023 - March 31, 2024			
NATIONAL MAINTENANCE AGREEMENT?	YES	NO	STRAIGHT TIME	TIME AND ONE HALF	DOUBLE TIME
	WAGES:				
1	BASE WAGE		34.85	52.28	69.70
2	VACATION & HOLIDAYS			0.00	0.00
3	BASE WAGE TOTAL (LINES 1 + 2)		34.85	52.28	69.70
FRINGES:					
4	HEALTH & WELFARE		11.35	11.35	11.35
5	PENSION		8.20	8.20	8.20
6	APPRENTICESHIP FUND		1.30	1.30	1.30
7	INDUSTRIAL ADVANCEMENT FUND		0.13	0.13	0.13
8	TRAVEL			0.00	0.00
9	Qualified Savings		4.30	4.30	4.30
10	BUILDING TRADES FUND				
11	DUES		0.00	0.00	0.00
12	Substance Abuse Testing Program		0.08	0.08	0.08
13					
14	FRINGE TOTAL (LINES 4 THRU 13)		25.36	25.36	25.36
15	GROSS WAGE (LINES 3 + 14)		60.21	77.64	95.06
BURDEN (% OF LINE 3)					
16	FICA	7.65%	2.67	4.00	5.33
17	FEDERAL UNEMPLOYMENT	0.60%	0.21	0.31	0.42
18	STATE EMPLOYMENT	7.40%	2.58	3.87	5.16
19	STATE BUSINESS TAX	0.00%	0.00	0.00	0.00
20	WORKMANS COMP.INSUR.	3.01%	1.05	* 1.05	* 1.05
21	PUBLIC LIABILITY INSUR.	0.92%	0.32	0.48	0.64
22	PUBLIC PROPERTY INSURANCE	0.00%	0.00	0.00	0.00
23	General/Umbrella/Excess Liability	13.48%	0.13	0.36	0.49
24	BURDEN TOTAL (LINES 16 THRU 23)		6.96	10.07	13.08
25	CONSUMABLES/SMALL TOOLS (% OF LINE 15)	5.00%	3.01	* 3.01	* 3.01
26	BURDEN & TOOLS (LINES 24 + 25)		9.97	13.08	16.09
27	TOTAL WAGE (LINES 15 + 26)		70.18	90.72	111.15
28	O.H. & P (% OF LINE 15)	0.00%	0.00	* 0.00	* 0.00
TOTAL BILLING RATE (LINES 27 + 28)			70.18	90.72	111.15

CONTRACTOR _____ VA REVIEWED _____
BY/DATE _____ BY/DATE _____

*(STRAIGHT TIME RATE)

EXHIBIT C

FACILITIES AND MATERIALS PURCHASING
U.S.A. LABOR HOURLY RATE COMPUTATION

GEOGRAPHIC/LOCAL AREA/PROJECT All counties except Lake and Porter
 CRAFT DESCRIPTION Teamsters Single-Axle Truck
 PERIOD April 1, 2023 - March 31, 2024

NATIONAL MAINTENANCE AGREEMENT? YES NO

		STRAIGHT TIME	TIME AND ONE HALF	DOUBLE TIME
WAGES:				
1	BASE WAGE	33.02	49.53	66.04
2	VACATION & HOLIDAYS	0.00	0.00	0.00
3	BASE WAGE TOTAL (LINES 1 + 2)	33.02	49.53	66.04
FRINGES:				
4	HEALTH & WELFARE	12.55	12.55	12.55
5	PENSION	4.26	4.26	4.26
6	APPRENTICESHIP FUND	0.75	0.75	0.75
7	INDUSTRIAL ADVANCEMENT FUND	0.13	0.13	0.13
8	TRAVEL	0.00	0.00	0.00
9	S.U.B.	0.00	0.00	0.00
10	ICI SAT	0.04	0.04	0.04
11	DUES	0.00	0.00	0.00
12	Safety Training Education and			
13	Charitable Fund	0.50	0.50	0.50
14	FRINGE TOTAL (LINES 4 THRU 13)	18.23	18.23	18.23
15	GROSS WAGE (LINES 3 + 14)	51.25	67.76	84.27
BURDEN (% OF LINE 3)				
16	FICA	7.65%	2.53	3.79
17	FEDERAL UNEMPLOYMENT	0.60%	0.20	0.30
18	IN STATE UNEMPLOYMENT	7.40%	2.44	3.67
19	STATE BUSINESS TAX	0.00%	0.00	0.00
20	WORKMANS COMP.INSUR.	3.01%	0.99	* 0.99
21	PUBLIC LIABILITY INSUR.	0.92%	0.30	0.46
22	PUBLIC PROPERTY INSURANCE	0.00%	0.00	0.00
23	General/Umbrella/Excess Liability	13.48%	0.13	0.36
24	BURDEN TOTAL (LINES 16 THRU 23)	6.60	9.56	12.42
25	CONSUMABLES/SMALL TOOLS (% OF LINE 15)	5.00%	2.56	* 2.56
26	BURDEN & TOOLS (LINES 24 + 25)		9.16	12.13
27	TOTAL WAGE (LINES 15 + 26)		60.41	79.89
28	O.H. & P (% OF LINE 15)		0.00	* 0.00
	TOTAL BILLING RATE (LINES 27 + 28)	60.41	79.89	99.26

CONTRACTOR _____

VA REVIEWED _____

BY/DATE _____

BY/DATE _____

*(STRAIGHT TIME RATE)



BLOOMINGTON QUARRY
1100 N. Oard Road
BLOOMINGTON, IN 47404
(812) 333-8560

RDC Resolution 23-49
Exhibit A
Quotation No. 294519
Page 1 of 3

To: E & B PAVING - BLOOMINGTON
KEITH SPENNER
2520 W INDUSTRIAL PARK DRIVE
BLOOMINGTON, IN 47404

Customer #: 37248577
Office Phone: (812)334-7940
Cell Phone: (317)501-0024
Fax Number: (812)334-7941

Job Name: 2023 E & B BLOOMINGTON PLANT 35

Bid Date: 01/01/2023

Location: F.O.B. BLOOMINGTON IN

Void Date: 04/01/2023

Other Info: Clean fill site is by the load. customer must certify material is free from contaminates. Site may close with any rain event. Topsoil is subject to availability.

Product Description	State Item #	Plant	TON	\$/TON@ PLANT
INDOT # 11 STONE		BLOOMINGTON QUARRY	46,000.00	17.25
INDOT # 8 STONE		BLOOMINGTON QUARRY	11,000.00	16.70
WASHED MAN SAND		BLOOMINGTON QUARRY	45,000.00	15.00
COLD MIX		BLOOMINGTON QUARRY	1.00	10.00
CLEAN FILL RECEIVED		BLOOMINGTON QUARRY	1.00	30.00
# 5 STONE		BLOOMINGTON QUARRY	3,500.00	15.50
# 9 STONE		BLOOMINGTON QUARRY	11,000.00	17.45
INDOT #12 STONE		MITCHELL QUARRY	17,000.00	13.00
23 SAND		MORGAN CO. SAND & GRAVEL	12,000.00	9.25
MANUFACTURED SAND GRAVEL		MORGAN CO. SAND & GRAVEL	3,000.00	21.65
SC-16 CHIP SEAL GRAVEL		MORGAN CO. SAND & GRAVEL	3,000.00	35.00
90-95% CRUSHED 11 GRAVEL		MORGAN CO. SAND & GRAVEL	6,000.00	35.00
TOP SOIL		MORGAN CO. SAND & GRAVEL	100.00	10.50
PULVERIZED TOP SOIL		BLOOMINGTON STONE CENTER	100.00	36.00
FILL DIRT/NP TOP SOIL		BLOOMINGTON STONE CENTER	1.00	25.00

SALES TAX NOT INCLUDED

Sales Tax is charged on all transactions unless a valid Tax Exemption Certificate is on file.

By: _____ Date: _____

Chris Hill
Account Manager
chris.hill@rogersgroupinc.com

TERMS AND CONDITIONS:

ACCEPTANCE: This offer shall become void 30 days after the date first given above unless buyer accepts this offer prior to such expiration date. Acceptance shall be deemed given by buyer upon buyer's purchase of any product described above from seller prior to the expiration date of this offer. Delivery costs are subject to fuel surcharges if implemented by our haulers. It is expressly agreed that there are no promises, agreements, or understandings outside of this contract. No adjustments will be made for moisture.

TERMS OF PAYMENT: All accounts due 30 days from date of invoice and 1 1/2% per month service charge from that date will be added on all accounts owing over 30 days. Buyer shall be responsible for sales & use tax. Sales

Hauling Lease Agreement

E & B Paving, LLC 2520 W Industrial Park Drive Bloomington, IN 47404 Contact: Keith Spenner Phone: (812)334-7940 Fax: (812)334-7941		Ramon Excavating, Inc. 7690 W. Gifford Rd. Bloomington, IN 47403 Contact: Tom Ramon Phone: (812) 327-6069 Fax: (812) 825-2164	
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Contractual Information

Contract Number: R-41895-A
 Contract Description: 17th St Bike & Pedestrian Facilities
 Owner: Monroe County
 Project Engineer: INDOT

E&B Job Number: 35220516
 E&B Superintendent: Chris Williams
 Superintendent Phone: (812) 592-9014
 Superintendent Email: chris.williams@ebpaving.com
 Field Office Phone: NA

ITEM NO.	COST CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	2023 Year	Straight time Hourly triaxle hauling	As Req	Hr	\$120.00	
		Overtime Hourly Triaxle Hauling	As Req	Hr	\$140.00	
					Total	


Approximate Hours = 160 Approximate Dollar Amount = \$20,000.00


-- GENERAL NOTES --

- The above quantities are approximate. Actual quantities will depend upon the actual job requirements.
- All tickets shall be marked with appropriate job number and cost code.
- Scheduling of this material will be by E&B Paving's Project Superintendent Chris Williams.
- Certified payrolls are required for this project and should be sent to our Bloomington office.
- All materials to meet INDOT project specifications.
- Contract/project specific certificate of insurance is required.
- Hauler/Lessee is responsible to meet DBE requirements as set forth in its pricing and/or quote to Lessor or as otherwise agreed to between the Lessor and Lessee.
- Payment terms are net 30 days upon the date of invoice.
- This Agreement is subject to the terms and conditions of the current Hauling Services Agreement which is incorporated by reference herein.

EQUAL EMPLOYMENT:

The lessor recognizes its moral and legal obligations to be an equal opportunity employer. The Equal Employment Opportunity Clause, Section 202, of the Executive Order 11246, as amended, related to Equal Employment Opportunities and Implementing Rules and Regulations of the Secretary of Labor, Section 503 of the Rehabilitation Act of 1973, Section 2012 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, are incorporated herein by specific reference to include the Notice to Employees posting as required by 29 CFR Chapter 470 (Executive Order 13201).

E & B Paving, LLC
 By: 
 Title: Keith Spenner - Project Manager
 Date: 3/23/23

Hauler/Lessee
 By: 
 Title: President
 Date: 3-24-23

Rate effective date	Region	Organization	Ownership Adjust	Operating Adjustment	100%	100%
Apr, 01 2023 - Present	City: undefined, State/Province: Indiana	Indiana DOT				
Unique Id	Subtype	Size Class	Manufacturer	Model	Year	Serial Number
113465	On-Highway Light Duty Trucks	300 hp & Over	Miscellaneous	4X2 1 383 EXT GAS	2023	1FD8X3G67LEE27043
123254	On-Highway Rear Dumps	19,501 - 26,000 lbs	Miscellaneous	4X2 6 YD DSL	2023	1FUBCYDXSHN97287
563396	Compact Track Loaders	2,201 - 2,500 lbs	Kubota	SVL75-2	2023	KBCC0752VK1H45778
563450	Skid Steer Loaders	1,751 - 2,200 lbs	Caterpillar	246D3	2023	KG600691
Continued		Ownership Cost	Operating Cost	Standby Cost	Idling Cost	Revision
113465	On-Highway Light Duty Trucks	\$6.71	\$30.05	\$3.36	\$31.86	4/1/2023
123254	On-Highway Rear Dumps	\$11.74	\$31.22	\$5.87	\$35.52	4/1/2023
563396	Compact Track Loaders	\$47.89	\$29.80	\$23.94	\$53.70	4/1/2023
563450	Skid Steer Loaders	\$29.98	\$26.04	\$14.99	\$41.44	4/1/2023
Continued		Year Adjustments	Ownership Adjustments	Operating Adjustments	FHWA	Hours
113465	On-Highway Light Duty Trucks	100%	100%	100%	\$36.76	1
123254	On-Highway Rear Dumps	100%	100%	100%	\$42.96	1
563396	Compact Track Loaders	100%	100%	100%	\$77.69	1
563450	Skid Steer Loaders	100%	100%	100%	\$56.02	1
					Total Cost	
					\$36.76	
					\$42.96	
					\$77.69	
					\$56.02	

Configurations
 Axle Configuration: 4X2, Cab Type: Extended, Horsepower: 200.0, Maximum Gross: 2005, FREIGHTLINER LOW SIDED DUMP TRUCK
 Operator Protection: ROPS/FOPS, Power Mode: Diesel
 Operator Protection: ROPS/FOPS, Power Mode: Diesel
 2020 KUBOTA SVL75-2 TRACK SKID STEER
 2020 CAT 246D3 SKID STEER

Notes
 Axle Configuration: 4X2, Cab Type: Extended, Horsepower: 200.0, Maximum Gross: 2005, FREIGHTLINER LOW SIDED DUMP TRUCK
 Operator Protection: ROPS/FOPS, Power Mode: Diesel
 Operator Protection: ROPS/FOPS, Power Mode: Diesel
 2020 KUBOTA SVL75-2 TRACK SKID STEER
 2020 CAT 246D3 SKID STEER

Region Adjustments
 State/Province: Indiana, Adjustment: 100.1%
 State/Province: Indiana, Adjustment: 99.6%
 State/Province: Indiana, Adjustment: 99.1%
 State/Province: Indiana, Adjustment: 97.6%

Contract No:R -41895

Change Order No.: 003

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -41895

AE:Wren, Rachel

Letting Date:05/05/2022

PE/S:Havens, Trevor

Status:Draft

Change Order Information

Date Generated: 00/00/0000

Change Order No.: 003

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: SCOPE CHANGES, Added Quantities/Items

Description: Resurfacing South Side of 17th from Sta. 104+12 to 124+50

Original Contract Amount \$ 3,083,517.00

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 0.00

Percent: 0.000 %

Total Change To-Date \$ 0.00

Percent: 0.000 %

Modified Contract Amount \$ 3,083,517.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

Contract No:R -41895

Change Order No.: 003

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 2

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -41895
Change Order No:003

INDIANA
Department of Transportation

Date:06/14/2023
Page: 3

Contract: R -41895
Project: 1900402 - State:190040200LC5
Change Order Nbr: 003
Change Order Description: Resurfacing South Side of 17th from Sta. 104+12 to 124+50
Reason Code: SCOPE CHANGES, Added Quantities/Items

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0164	1900402	0164	207-08268	SYS	43.000	119.000	C	Amount:\$ 5,117.00
Item Description: SUBGRADE TREATMENT TYPE IV								
Supplemental Description1:								
Supplemental Description2:								
0165	1900402	0165	304-12623	TON	225.000	36.000	C	Amount:\$ 8,100.00
Item Description: HMA PATCHING FULL DEPTH TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0166	1900402	0166	306-08034	SYS	4.250	4160.000	C	Amount:\$ 17,680.00
Item Description: MILLING ASPHALT 1 1/2 IN								
Supplemental Description1:								
Supplemental Description2:								
0167	1900402	0167	401-07322	TON	155.000	328.000	C	Amount:\$ 50,840.00
Item Description: QC/QA-HMA 3 64 SURFACE 9.5 mm								
Supplemental Description1:								
Supplemental Description2:								
0168	1900402	0168	401-10258	LFT	0.250	3088.000	C	Amount:\$ 772.00
Item Description: JOINT ADHESIVE SURFACE								
Supplemental Description1:								
Supplemental Description2:								
0169	1900402	0169	401-11785	LFT	0.300	3088.000	C	Amount:\$ 926.40
Item Description: LIQUID ASPHALT SEALANT								
Supplemental Description1:								
Supplemental Description2:								
0170	1900402	0170	610-07487	TON	195.000	15.000	C	Amount:\$ 2,925.00
Item Description: HMA FOR APPROACHES TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0171	1900402	0171	720-12798	EACH	1,100.000	1.000	C	Amount:\$ 1,100.00
Item Description: CASTING MANHOLE ADJUST TO GRADE								
Supplemental Description1:								
Supplemental Description2:								

Total Value for Change Order 003 = \$ 87,460.40

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

As awarded, the project has an exception for milling and overlay on the south half of 17th Street from station 104+12 to 124+50. This area calls for the removal of existing pavement markings and the placement of new thermoplastic pavement markings in a new configuration. The City has determined that the pavement in the exception area has deteriorated to a point that will not support the application of the new pavement

Contract No:R -41895
Change Order No:003

INDIANA
Department of Transportation

Date:06/14/2023
Page: 4

markings. This change order will add quantities for milling, asphalt overlay, and the adjusting to grade of sanitary structure #302 at station 114+50. No changes in contract time is being considered or approved with this change order.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: _____

Signed By: _____

Date: _____

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -41895
Change Order No:003

INDIANA
Department of Transportation

Date:06/14/2023
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
----------------	------------------	------	--------

R-41895-A
Additional HMA Patching, Milling & HMA Overlay
Sta 104+12 to 124+50 South of construction limits to curb

HMA Patching & SGT IV			
Station	Width	Length	Sys
113+55	5	50	28
118+75	11	75	92
			119
#/Sys	HMA		Tons
275	Intermediate		16
330	Base		20
			36

310	SUBGRADE TREATMENT TYPE 4	119	SYS	\$43.00	\$5,117.00
390	HMA PATCHING FULL DEPTH TYP B	36	TON	\$225.00	\$8,129.69
410	MILLING ASPHALT 1.5 IN	4160	SYS	\$4.25	\$17,680.00
420	QC QA HMA 3 64 SURFACE 9.5 MM	328	TON	\$155.00	\$50,881.46
430	JOINT ADHESIVE SURFACE	3088	LFT	\$0.25	\$772.00
450	LIQUID ASPHALT SEALANT	3088	LFT	\$0.30	\$926.40
580	HMA FOR APP TYPE B	15	TON	\$195.00	\$2,911.84
810	CASTING MANHOLE ADJUST TO GRADE	1	EACH	\$1,100.00	\$1,100.00

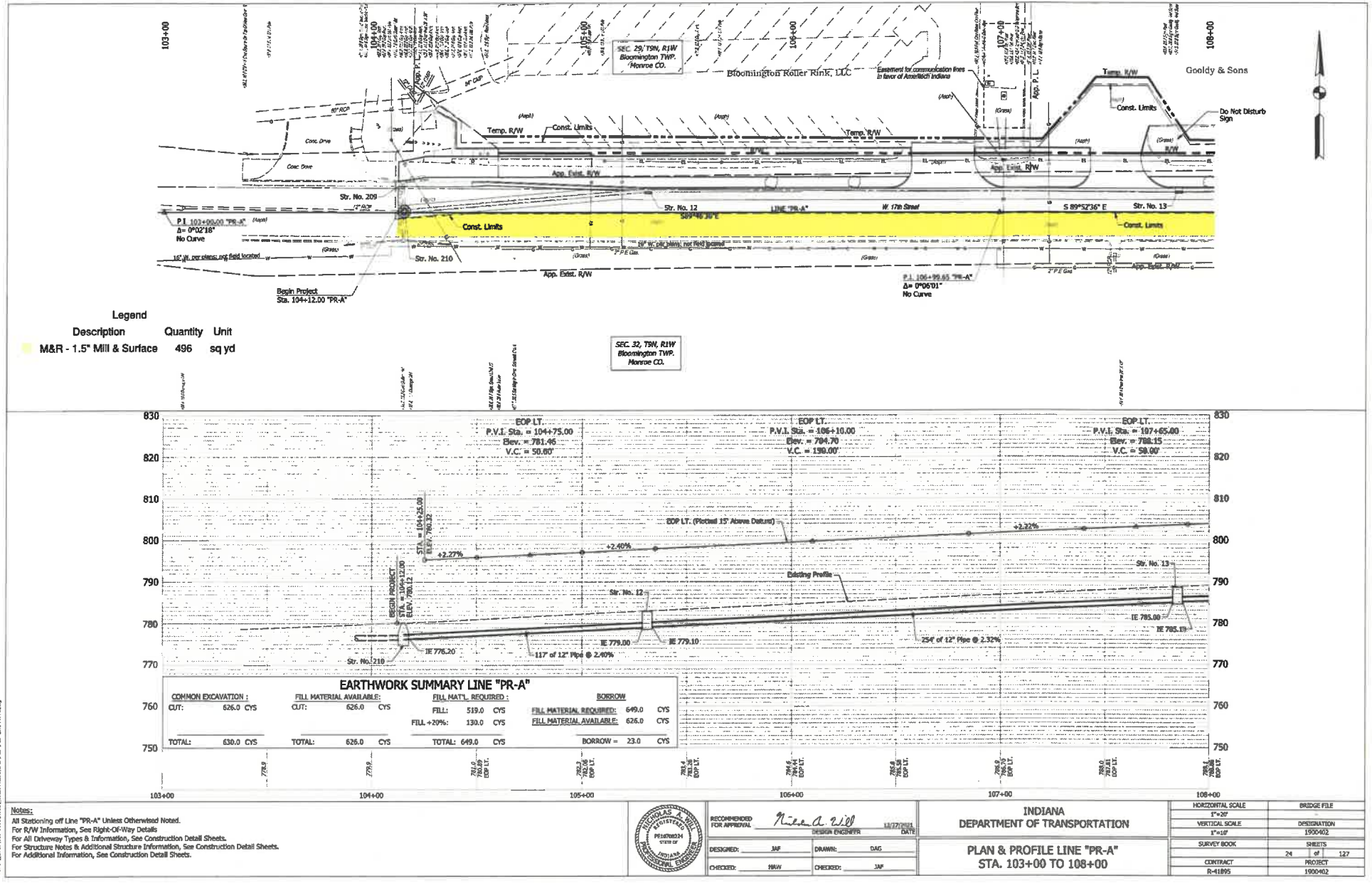
\$87,518.39

Pavement Markings ???

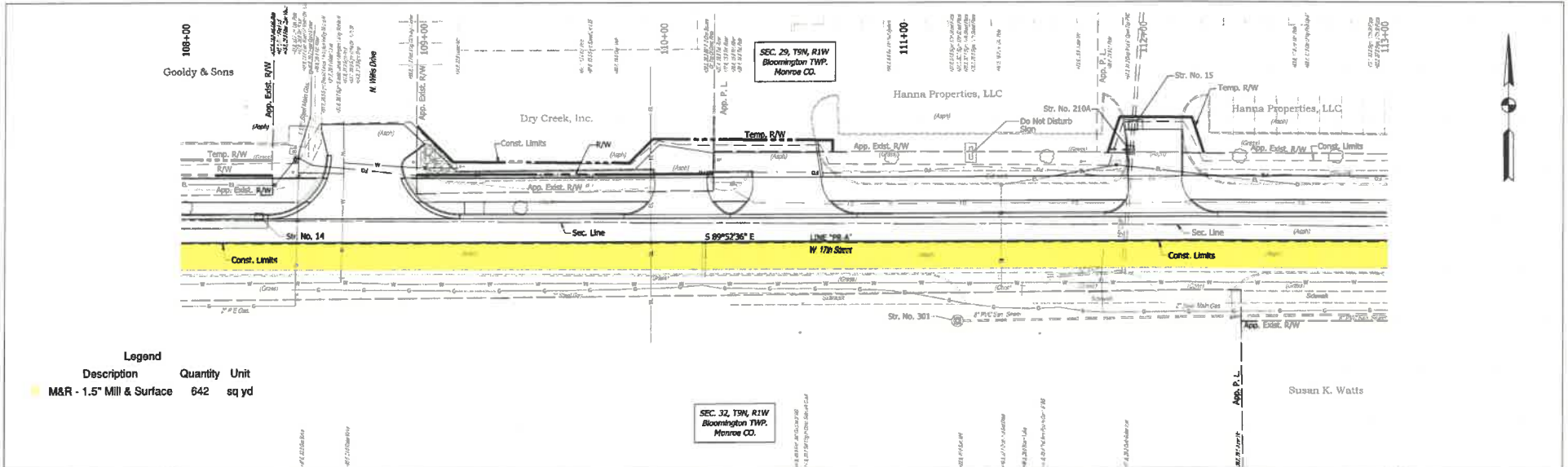
1 1/2" HMA Milling & Paving

Mainline	#/Sys	Tons
Sys		
496		
642		
1149		
1296		
396		
3979	165	328
Approach	#/Sys	Tons
88		
93		
181	165	15

Adjust Casting
114+50

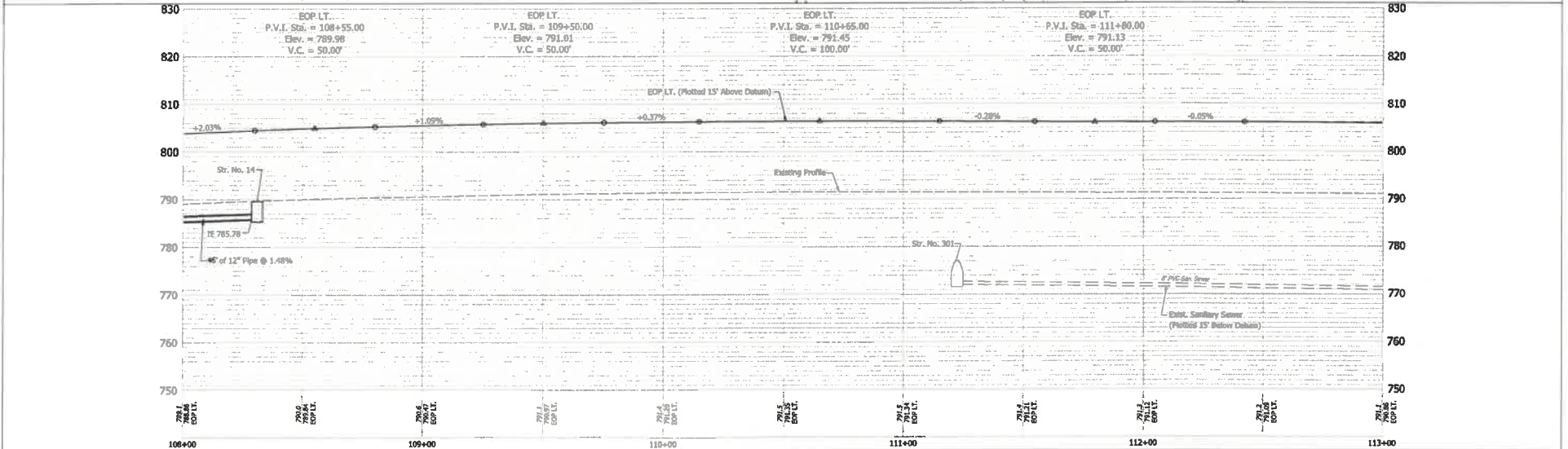


Date: Feb 17, 2025, 2:55pm User Name: editor File: P:\12345\12345\12345.dwg Plot: 12345.dwg



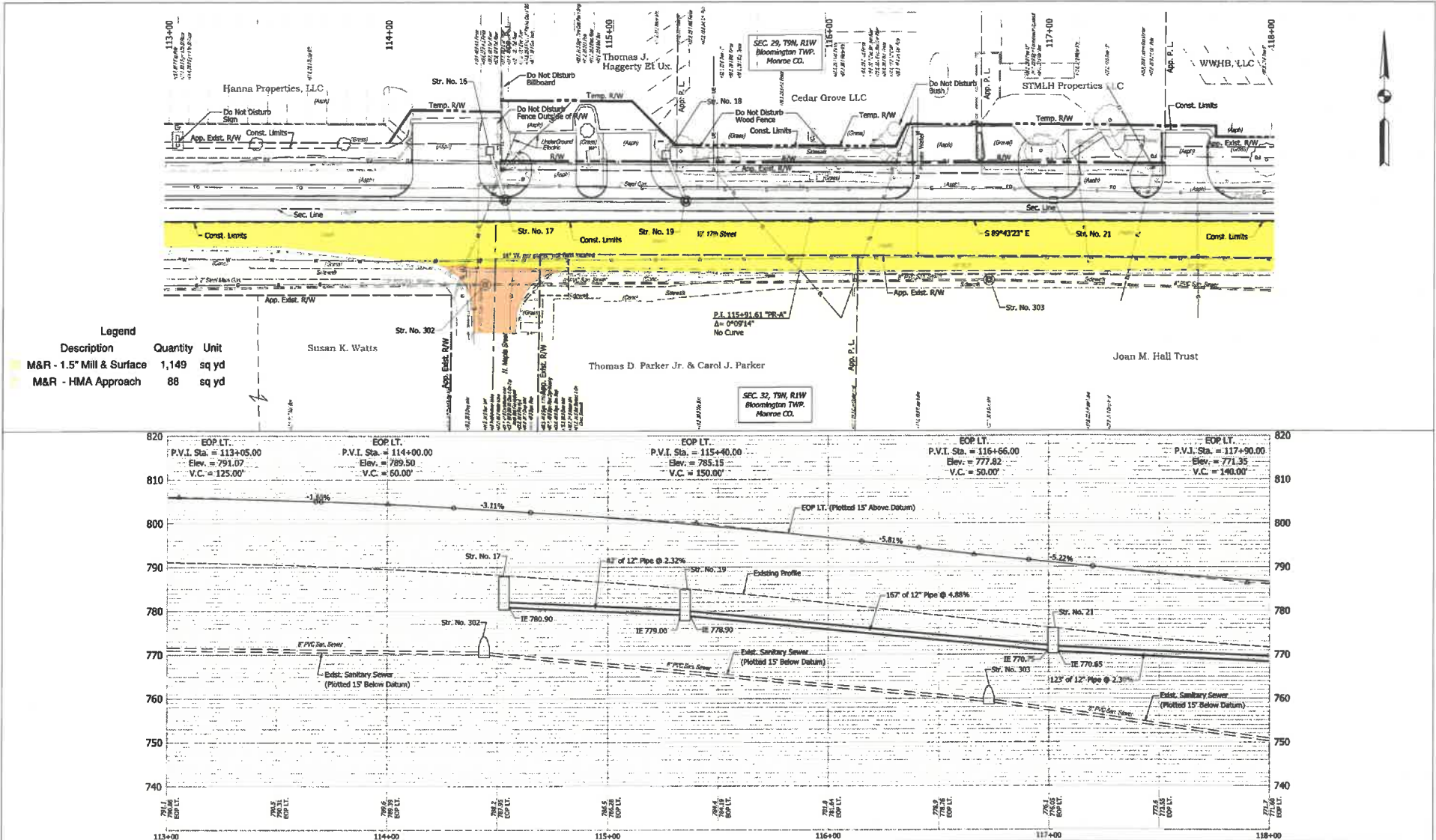
Legend

Description	Quantity	Unit
M&R - 1.5" Mill & Surface	642	sq yd



<p>Notes:</p> <p>All Stationing off Line "PR-A" Unless Otherwise Noted.</p> <p>For R/W Information, See Right-Of-Way Details.</p> <p>For All Driveway Types & Information, See Construction Detail Sheets.</p> <p>For Structure Notes & Additional Structure Information, See Construction Detail Sheets.</p> <p>For Additional Information, See Construction Detail Sheets.</p>		RECOMMENDED FOR APPROVAL <i>Nick A. Burt</i> DESIGN ENGINEER DATE: 12/17/2021	INDIANA DEPARTMENT OF TRANSPORTATION PLAN & PROFILE LINE "PR-A" STA. 108+00 TO 113+00	HORIZONTAL SCALE 1"=20'	BRIDGE FILE
		DESIGNED: JAF CHECKED: NAW		DRAWN: DMS CHECKED: JAF	VERTICAL SCALE 1"=5'

Date: Feb 16, 2022, 1:05pm, User: Name: cdfp
 File: S:\2021\117\1300432\plan_line_profile\1171300432.dwg



Legend

Description	Quantity	Unit
M&R - 1.5" Mill & Surface	1,149	sq yd
M&R - HMA Approach	88	sq yd

Notes:
 All Stationing off Line "PR-A" Unless Otherwise Noted.
 For R/W Information, See Right-Of-Way Details.
 For All Driveway Types & Information, See Construction Detail Sheets.
 For Structure Notes & Additional Structure Information, See Construction Detail Sheets.
 For Additional Information, See Construction Detail Sheets.

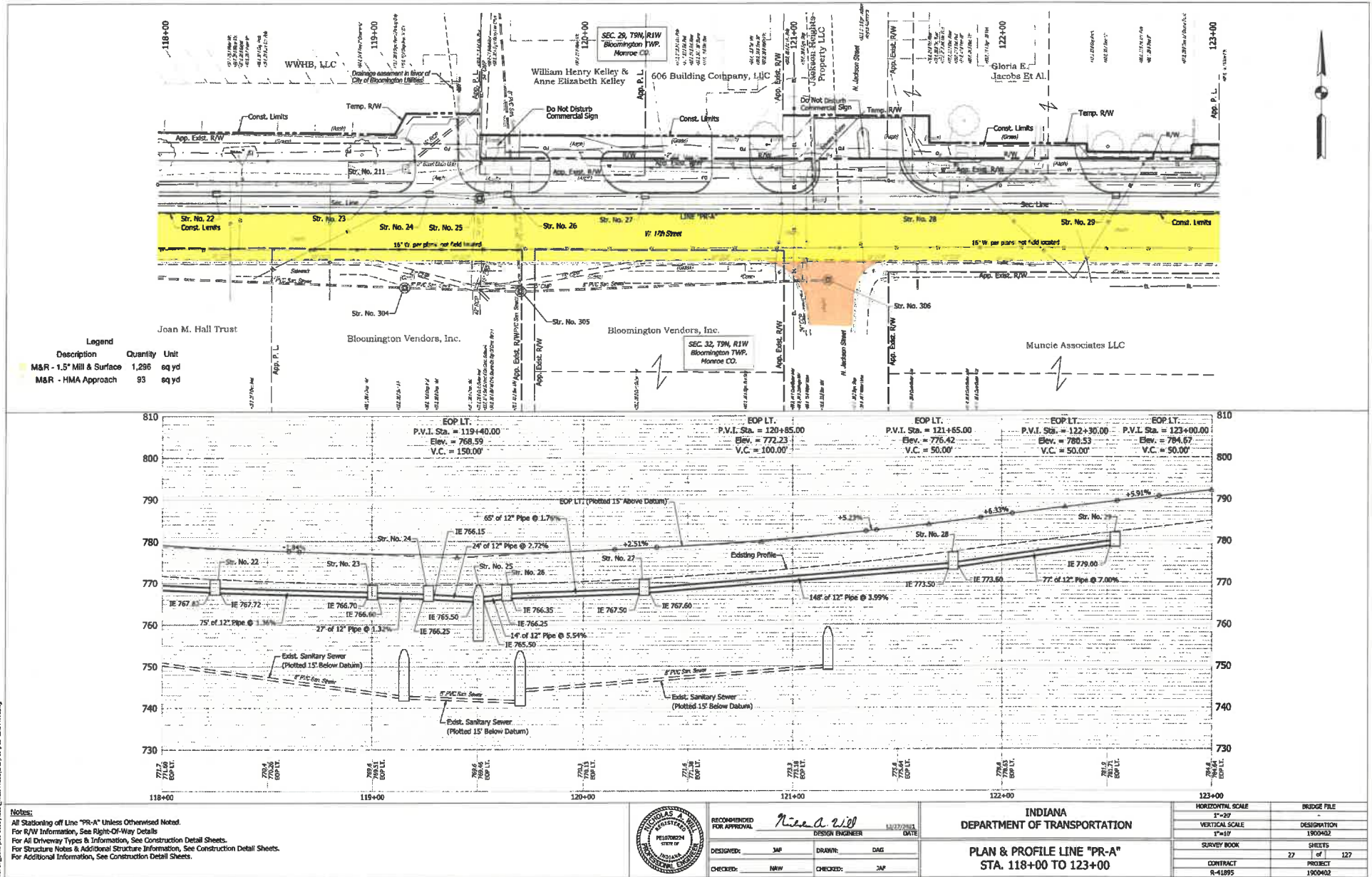


RECOMMENDED FOR APPROVAL: *N.A.W.* 12/17/2021
 DESIGN ENGINEER DATE
 DESIGNED: JAF DRAWN: DAG
 CHECKED: NWJ CHECKED: JAF

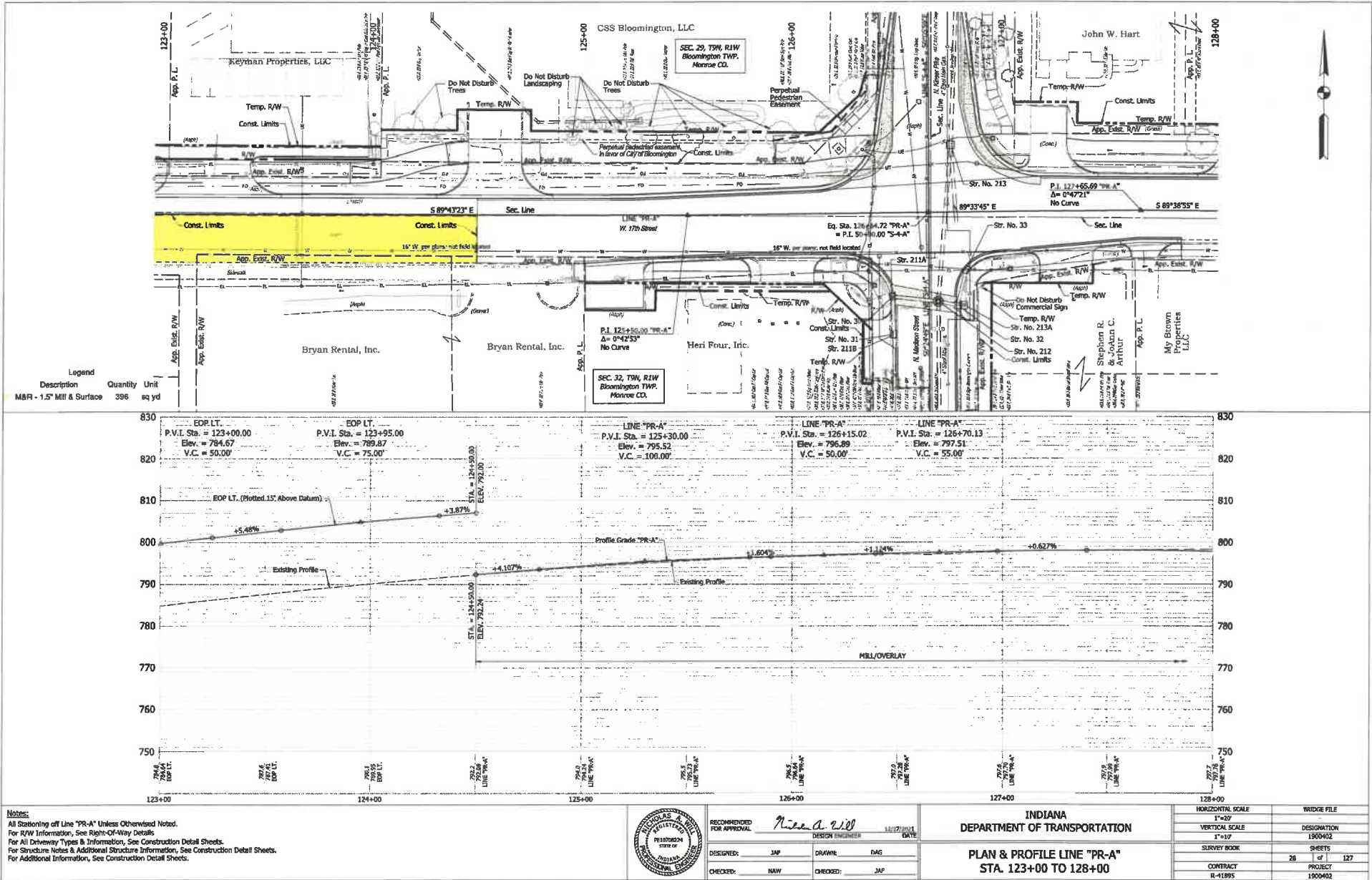
INDIANA
 DEPARTMENT OF TRANSPORTATION
**PLAN & PROFILE LINE "PR-A"
 STA. 113+00 TO 118+00**

HORIZONTAL SCALE	BRIDGE FILE
1"=20'	
VERTICAL SCALE	DESIGNATION
1"=10'	130042
SURVEY BOOK	SHEETS
	26 of 127
CONTRACT	PROJECT
R-1895	190042

Date: File: 12-17-2021 0:00pm User: nawa: c:\p\...
 Plot: 21-12071217-1000.dwg: User: nawa: c:\p\...



Date: Nov 03, 2022, 2:58pm User Name: Towner
 File: C:\Users\Towner\OneDrive\Documents\190402\190402_Plan_Profile_Line_PR-A.dwg



DATE: Nov 03, 2024, 1:08pm User Name: Tarcus
 Proj: J:\230117-PR000\Draws\Draw\Plan&Profile\pr Line PR-A.dwg

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: 17th Street Multimodal Improvements from Monroe Street to Grant Street

Project Manager: Neil Kopper

Project Description: This project will improve the pedestrian and vehicular signal infrastructure at the intersection of 17th Street and Madison Street/Kinser Pike and also construct a multiuse path on the north side of 17th Street from Monroe Street to Grant Street. Intersection improvements will include enhanced pedestrian and accessibility features (such as accessible ramps, pedestrian countdown signals, and push buttons) as well as vehicular enhancements (such as new signal indications that will incorporate backplates and flashing yellow arrow left-turn indications). The project is also expected to include sidewalk improvements along the south side of 17th Street and improvements to the lane alignments at the 17th Street and College Avenue intersection.

Project Timeline:

Start Date: August 21, 2017

End Date: December 31, 2024

Financial Information:

Estimated full cost of project:	\$5,857,202 \$6,132,118.58
Sources of funds:	
Federal Highway Administration ¹	\$2,307,822
Consolidated TIF / 2015 TIF Bond	\$3,549,380 \$3,824,296.58

¹ INDOT administers the distribution of federal funding to local transportation projects.

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	\$839,745 (Amendment 3 expected to be no added fee)	August 2017 – December 2023 ²
2	Right-of-Way Acquisition	\$608,545	January 2020 – December 2021
3	Total Construction Inspection	\$391,800	May 2021 – December 2023
	3a. Amended (Monroe to Walnut)	\$304,400	
	3b. Second Agreement (Walnut to Grant)	\$87,400	
4	Construction	\$4,298,918.58 \$4,401,152.60	February 2022 – December, 2023
	4a. Construction Tree Clearing	\$22,500	2022
	4b. Construction – East (Walnut to Grant)	\$1,192,901.58 \$1,196,297.10	2022-2023
	4c. Construction – West (Monroe to Walnut)	\$3,083,517 \$3,204,855.50	2022-2023

TIF District: Consolidated TIF (West 17th Street)

- Resolution History:**
- 17-52 Approval of Project Review and Approval Form
 - 19-60 Update to Project Review and Approval Form
 - 19-72 Approval of Design Contract
 - 21-33 Amendment #1 to Design Contract
 - 21-92 Approval of Funding for Right-of-way Acquisition
 - 22-11 Approval of Construction Inspection and Tree Clearing Contracts
 - 22-18 Amended Construction Inspection Agreement
 - 22-19 Construction Inspection Agreement (Walnut to Grant)
 - 22-24 Approval of Funding for Construction (East)
 - 22-31 Approval of Funding for Construction (West)
 - 23-49 Approval of Change Order 1-3 (East and West)**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

² This will extend through the construction phase to ensure engineering services are available throughout the construction process.

23-50
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF AGREEMENT WITH CSX FOR THE
THE B-LINE TRAIL AND MULTIUSE PATH PROJECT**

- WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91 the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improve the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, part of the Project includes trail that will be constructed adjacent to railroad tracks owned by CSX Transportation; and
- WHEREAS, City staff negotiation an agreement with CSX for inspection and flagging services for a total amount not to exceed \$47,300.00 (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, of the total amount of the agreement, this represents an additional requested funding authorization for \$33,000, because \$14,300 was already approved in a prior resolution (Resolution 22-101)
- WHEREAS, the Agreement will be considered by the Board of Public Works on June 20, 2023; and
- WHEREAS, the Project is taking place adjacent to the Consolidated TIF (W 17th Street Area) and is serving the Consolidated TIF by extending the B-Line Trail and connecting it with the multiuse path within the Consolidated TIF; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC approves the Agreement with CSX, and authorizes funding to pay for the Services in a total amount not to exceed \$47,300.00, payable in accordance with the terms of the Agreement attached to this Resolution as Exhibit A.
3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



Board of Public Works Staff Report

Project/Event: Construction Agreement with CSX Transportation, Inc. for the B-Line Extension Project

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten, Senior Project Manager

Date: June 20th, 2023

Report:

A section of the B-line Extension Project will be constructed adjacent to the railroad tracks that are owned by CSX Transportation. This agreement between the City and CSX will provide inspection services and flagging services for the construction phase of the project. The total agreement amount is \$47,300.00, of which \$14,300.00 is already approved through the engineering agreement. An additional amount of \$33,000 will be required to fulfill the City obligation.

BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4±
CSXT OP NUMBER IN1187

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 202___, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and the CITY OF BLOOMINGTON, a body corporate and political subdivision of the State of Indiana (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, the extension of the B-Line Trail, from Adams Street to Fountain Drive, including where the B-Line Trail is parallel and adjacent to the tracks and right-of-way of the CSXT Monon Subdivision, near Milepost 00Q-219.36 thru Milepost 00Q-219.45, as located in Bloomington, Monroe County, Indiana (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to

the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved, either conditionally or unconditionally, by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved, either conditionally or unconditionally, by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval, conditional approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT’s contractual obligations, including, but not limited to, CSXT’s existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency’s sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than December 31, 2024, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors (“**Contractors**”) to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
 - 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
 - 4.3 Payment Terms.
 - 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.
 - 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT

against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties.
- 6.4 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the trail and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with

respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

- 11.3 “CSXT Affiliates”. For the purpose of this Section 11, CSXT’s affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency’s Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT’s property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. “Entire Agreement” This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT’s assignee of CSXT’s obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT’s prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three

(3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
4802 Decoursey Pike
Taylor Mill, Kentucky 41015
Project Manager – Public Projects

If to Agency: City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404
Attention: Roy Aten, Senior Project Manager

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of Indiana, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval, Florida.

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BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4±
CSXT OP NUMBER IN1187

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF BLOOMINGTON, INDIANA

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Bradley W. Armstrong
Project Manager – Public Projects

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Maintenance of Traffic Control Plan implementation, maintenance & removal
 - 2. Erosion Control Plan implementation, maintenance & removal
 - 3. Clearing, grading and paving of trail
 - 4. Drainage basin / drainage system construction
 - 5. All work incidental to complete the project
 - 6. Restoration of CSXT right-of-way to the satisfaction of CSXT

- B. CSXT shall perform or cause to be performed:
 - 1. Flagging Services and other protective services and devices as may be necessary to protect the interests of CSXT
 - 2. Construction engineering and inspection services to protect the interests of CSXT

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval*:

SHEET	DESCRIPTION	SUBMITTER	DATE
1 of 109	Title Sheet	AZTEC	04/21/23
2 of 106	Index Sheet	AZTEC	02/27/23
3 of 109	Typical Sections	AZTEC	04/21/23
20 of 109	Plan & Profile	AZTEC	04/21/23
37 of 109	Detention Basin Grading Plan	AZTEC	04/21/23
74-77 of 109	Cross Sections	AZTEC	04/21/23

NOTE: In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

“Agency” shall mean the City of Bloomington, Indiana.

“Agency Representative” shall mean the authorized representative of the City of Bloomington, Indiana.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.
- III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:
- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.
- IV. WORK FOR THE BENEFIT OF THE CONTRACTOR
- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.
- V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative,

such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

BLOOMINGTON, MONROE COUNTY, INDIANA
 TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
 MONON SUBDIVISION, MILEPOST 00Q-219.4±
 CSXT OP NUMBER IN1187

EXHIBIT D

**INITIAL ESTIMATE
 ATTACHED**

ACCT. CODE : 709 - IN1187

**Form Revision
 04/21/23**

ESTIMATE SUBJECT TO REVISION AFTER: 5/18/2024 **DOT NO.:** N/A (CSX977132)
CITY: Bloomington **COUNTY:** Monroe **STATE:** IN
DESCRIPTION: Construction of B-Line Trail Extension adjacent to CSX (INRD leased) from Mileposts 00Q-219.36 to 00Q-219.45.
ZONE: Louisville **SUB-DIV:** Monon **MILE POST:** See Description
AGENCY PROJECT NUMBER: DES No. 1700735, Contract No. R-40293

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services \$13,000
Subtotal \$13,000

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services \$30,000
Subtotal \$30,000

FLAGGING SERVICE: (Contract Labor)

70 Labor (Conductor-Flagman) Days @ \$0
 50 Labor (Foreman/Inspector) Days @ \$0
 70 Additive (Transportation Department) \$0
 50 Additive (Engineering Department) \$0
Subtotal \$0

SIGNAL & COMMUNICATIONS WORK: \$0

TRACK WORK: \$0

PROJECT SUBTOTAL: \$43,000

900 **CONTINGENCIES:** 10.00% \$4,300

PROJECT TOTAL: \$47,300

CURRENT AUTHORIZED BUDGET: \$12,100

TOTAL SUPPLEMENT REQUESTED: \$35,200

DIVISION OF COST:

Agency 100.00% \$35,200
 Railroad 0.00% \$0

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch

Approved by: **BWA** CSXT Public Project Group

DATE: 05/19/23

REVISED: 01/00/00

DATE: 05/19/23

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F**INSURANCE REQUIREMENTS****I. Insurance Policies:**

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
- f. Authorized endorsements may include:
- (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
- g. Authorized endorsements may not include:
- (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A “Common Policy Conditions” Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. CSX OP number IN1187 must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
 CSX Transportation, Inc.
 500 Water Street, C-907
 Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance.

BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4±
CSXT OP NUMBER IN1187

SCHEDULE I

CONTRACTOR’S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. (“CSXT”) and to induce CSXT to permit Contractor on or about CSXT’s property for the purposes of performing work in accordance with the Agreement dated _____, 202__, between the City of Bloomington, Indiana and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

\\COR\130459.7

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: B-Line Trail Extension & Multi-use Path

Project Manager: Roy Aten

Project Description: This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17th Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds for right-of-way services and acquisitions, Additional federal funds for construction in the amount of \$1,247,538 have been applied for and are pending approval by the Bloomington-Monroe County MPO.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17th

¹ INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

³Final amount of federal funds pending MPO approval.

Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 17, 2018
End Date: December 31, 2024

Financial Information:

Estimated full cost of project:	\$4,169,696 \$4,204,896
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$1,567,538 ^{1,3}
Consolidated TIF	\$2,387,708² \$2,422,908²

Project Phases:

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering	\$1,041,421	Jan 2018 – Sept 2020
2	Railroad Coordination	\$12,100 \$47,300	Oct 2019 – May 2024
3	Right-of-Way Acquisition	\$400,000	Oct 2019 – Dec 2022
4	Tree Clearing	\$48,764.36	Mar 2024 – Apr 2024
5	Construction	\$2,410,000	Apr 2023 – Dec 2024
6	Construction Engineering	\$257,410	Aug 2022 – Dec 2024

TIF District: Consolidated TIF (West 17th Street)

- Resolution History:**
- Res. 19-91 – Approval of Project Review Form
 - Res. 19-98 – Approval of Funding for Second Addendum
 - Res. 20-87 – Approval of Funding for Third Addendum
 - Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
 - Res. 22-52 – Approval of Construction Engineering Contract
 - Res. 22-101 – Approval of RR Agreement and PE Mod #5
 - Res. 23-22 – Approval of Tree Clearing Contract
 - Res. 23-50 – Approval of CSX Agreement**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ INDOT administers the distribution of federal funding to local transportation projects.
² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed
³Final amount of federal funds pending MPO approval.

**23-51
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**AGREEMENT WITH CE SOLUTIONS FOR CONDITION ASSESSMENT AND STUDY OF
THE HOPEWELL PARKING GARAGE**

- 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, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell) (“Project”); and
- WHEREAS, as part of the Project, the RDC will assume ownership of the existing parking garage on the site (“Hopewell Garage”); and
- WHEREAS, Staff believe it is in the best interest of the Project to do a thorough assessment and study of the condition of the garage (“Services”); and
- WHEREAS, City staff have negotiated an agreement with CE Solutions for an amount not to exceed \$87,675.00 for the Services (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

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

3. The RDC hereby approves the Agreement with CE Solutions and authorizes the City of Bloomington to expend an amount not to exceed \$87,675.00 to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION
AND
CE SOLUTIONS, INC.
for
CONDITION ASSESSMENT AND STUDY ON HOPEWELL GARAGE**

This Agreement, entered into on this _____ day of June, 2023, by and between the City of Bloomington by and through its Redevelopment Commission (the “City”), and CE Solutions, Inc. (“Consultant”).

Article 1. Scope of Services. Consultant shall perform services as detailed in Exhibit A, “Scope of Work.”

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Michelle Wahl, Parking Services Director. Consultant agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care. Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”).

Article 3. Responsibilities of the City. The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation. The City shall pay Consultant for all fees and expenses in an amount not to exceed **Eighty-Seven Thousand Six Hundred Seventy-Five Dollars (\$87,675.00)**. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. **Invoices shall be sent via email to allenl@bloomington.in.gov or via first class mail postage prepaid to Bloomington Redevelopment Commission, 401 N. Morton Street, Suite 220, Bloomington, IN 47404.** Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement pursuant to the terms of Article 7.

Article 6. Schedule. Consultant shall perform the Services by December 31, 2023. Services will be on as needed basis upon request of the City. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination. In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City, and the City shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 9 herein.

Article 8. Identity of the Consultant. Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Apart from those sub-contractors already identified in Exhibit A, Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-contractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property. All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Consultant shall be an independent Consultant, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Consultant shall defend (except against professional liability claims), indemnify, and hold harmless the City of Bloomington, the City, and the officers, and employees of the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement to the extent caused by the reckless or negligent performance of Consultant's Professional Services, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent Consultants directly responsible to it (collectively "Claims").

Article 12. Insurance. During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be included as insureds under the General Liability

and Automobile policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment. Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall first be submitted to nonbinding mediation.

Article 20. Non-Discrimination. Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent Consultants doing work for the City. If the Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City, the designated project manager in charge of the Consultant's work, the City's human resources department, or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall exercise usual and customary professional care in its efforts to comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. E-Verify. Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant does not knowingly employ an unauthorized alien. Consultant shall require any sub-contractors performing work under this contract to certify to the Consultant that, at the time of certification, the sub-contractor does not knowingly employ or contract with an unauthorized alien and the sub-contractor has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all sub-contractors' certifications throughout the term of the contract with the City.

Article 23. Notices. Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: City of Bloomington Redevelopment Commission, Attn: Larry D. Allen, 401 N. Morton, Suite 220, Bloomington, Indiana 47404.

Consultant: CE Solutions, Inc., 8770 North Street, Suite 100, Fishers, Indiana 46038.

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

Article 24. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 25. Non-Collusion. Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

[Signature page follows]

CITY OF BLOOMINGTON

CE SOLUTIONS, INC.

Beth Cate, Corporation Counsel

John D. Taylor, President / Principal

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

Cindy Kinnarney, President

EXHIBIT A
Scope of Work

[See attached.]



June 12, 2023

Ms. Michelle Wahl
Parking Services Division Director
City of Bloomington
206 S. Walnut Street
Bloomington, Indiana

Re: Combined Professional Services and Fee Proposal - Revised
Structural Engineering Services
**IU Health Legacy Parking Garage (former Bloomington Hospital site)
W. 2nd Street and S. Rogers Street, Bloomington, IN
Condition Assessment/Study**

CE Solutions' Project Pre-Contract No: 06621.COB

Dear Michelle:

CE Solutions, Inc. respectfully submits the following Professional Services and Fee Proposal for structural engineering services on the captioned project.

Our proposal is based on the following information:

- The purpose of this study is to provide an assessment/study of the IU Health Legacy Parking Garage (former Bloomington Hospital site) including structural condition assessment, parking / revenue control optimization study, electrical / mechanical / plumbing / fire protection assessment and solar panel support evaluation. The assessment is to include all levels interior and exterior, and stair towers. This study will effectively assist in determining a scope, schedule and budget for future repair, restoration, and improvements of this parking garage.
- Correspondence (phone and email) between Deb Kunce of J.S. Held and Steve Osborn of CE Solutions.
- Correspondence (phone) between Ryan Daily of the City of Bloomington and Carrie Walden of CE Solutions.
- November 2, 2022 walkthrough of the IU Health Legacy Parking Garage by Steve Osborn of CE Solutions.
- Original structural construction documents for the existing garage are available and have been provided to CE Solutions.
- Parking garage will remain closed during the assessment.
- No special agency procedures or standards apply to this project.

SCOPE OF BASIC SERVICES

Upon notice to proceed, CE Solutions will provide the following Basic Services:

STRUCTURAL CONDITION ASSESSMENT AND REPORT

- Perform a cursory field assessment to observe the structural condition of the existing IU Health Legacy Parking Garage including all levels interior and exterior, and stair towers. This includes:
 - Locating deterioration and delamination through visual examination (with the assistance of binoculars for inaccessible higher elevations), chain dragging, and hammer sounding tests, no destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing (beyond chloride ion testing as described below), or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer sounding and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - CE Solutions' structural assessment will not include documentation of all locations of repairs and chain dragging and hammer sounding will be done at a representative number of locations to determine a relative condition of the structure for estimating required repairs.
 - Additional structural assessment will be required when the project goes into design.
 - Field verifying, as necessary, dimensions from existing Contract Documents or Record Drawings.
 - Identifying elements that may be impacted by the project.
 - Assessment of slab-on-grade will include only cursory visual review. No chain-dragging or detailed visual examination (crack mapping) will be completed.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking garage.
- Structural evaluation of the existing structure for support of a solar panel system on the top level.
- Retain the service of a testing agency to perform the following testing within the IU Health Legacy Parking Garage.
 - Chloride ion tests of drilled cores collected from various decks of the parking garage to determine extent of chloride contamination that has occurred since original construction of the garage.
- Attend review meetings after the 50% deliverable at the City of Bloomington.
- Report will include assessment, photos, recommended repairs and opinion of probable construction cost for recommended repairs.
- Design progress updates will be provided via regular emails. Updates will include: status of work, estimate updates, status of schedule, action items log.
- Retain Applied Engineering Services for electrical / mechanical / plumbing / fire protection



assessment.

- See attached proposal.
- Retain LVR International for parking functional design analysis / revenue control optimization / maximizing occupancy efficiency / parking wayfinding / EV charging consulting.
 - See attached proposal.

Implementation of the study will result in a future project for design and construction.

SCHEDULE

- CE Solutions' workload is such that we can meet the following proposed project schedule.

Revised Proposal Due	June 12, 2023
Notice to Proceed	June 21, 2023
Draft Study Submission – 50% Completion	September 29, 2023
Page Turn Review Meeting – 50%	October 6, 2023 (tentative)
Draft Study Submission – 95% Completion	November 10, 2023
Page Turn Review Meeting – 95%	November 17, 2023 (tentative)
Study Completion	December 6, 2023

FEE

- CE Solutions intends to provide the above professional services on a firm fixed fee basis as follows:

CE Solutions Field Work	\$18,700
CE Solutions Study Review – (50% Completion)	\$10,500
CE Solutions Study Review – (95% Completion)	\$7,500
CE Solutions Study Completion	\$3,500
Applied Engineering Services	\$8,500
LVR International	\$30,475
Chloride Ion testing:	\$5,000
SUB-TOTAL	\$84,175
<u>CE Solutions evaluation for solar panel system</u>	<u>\$3,500</u>
TOTAL	\$87,675

- The above fees are based upon the aforementioned schedule. Should the project be accelerated, our fees are subject to modification based on increased effort necessary to deliver our services within the reduced timeline. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.
- Fees are for the study and report only; design fees for the implementation of the report into a capitol project will be provided upon receipt of the RFP for the next phase of the work.

ADDITIONAL SERVICES

The following additional services are not included in our fee, but will be provided upon request in accordance with the attached CE Solutions fee schedule and an agreed upon fee:



- Special project insurance requirements and associated premiums in excess of that currently maintained by CE Solutions.
- Site observation to observe the general structural condition of additional structures. No destructive investigation, structural analysis, instrumentation, monitoring, testing or evaluation of the original structural design will be performed. CE Solutions' structural condition assessment will be based solely on visual observations.
- Destructive investigation (excavation), instrumentation, monitoring or testing of the existing parking garage or additional structures to uncover suspected hidden structural deficiencies.
- Structural analysis of the existing parking garage or the evaluation of its original structural design beyond feasibility of solar panel installation.
- Significant post-report clarification, response to questions, etc.
- Meetings beyond that described in the Scope of Basic Services.
- Structural Design and Construction Document preparation for recommended repairs, augmentation or strengthening of any structural deficiencies discovered in the parking garage.
 - Detailed plans showing locations of deterioration.
- Special seismic upgrades and/or detailing.
- Bidding Phase services.
- Construction Administration services.

Construction Document preparation, Bidding Phase services and construction Administration Phase services are outside the scope of this project. Implementation of the plan of action defined by CE Solutions' report will result in a future project, thus design fees will be provided upon receipt of the corresponding RFP.

EXCLUSIONS

The following services are not currently offered by CE Solutions and are excluded from the Scope of Basic and Additional Services:

- Engineering services related to construction means and methods (erection sequencing, temporary bracing, job site safety, etc.).
- Determination of the fire rating required for the structural systems and components.
- Structural instrumentation, monitoring or testing.
- Traffic impact studies.
- ADA compliance services.



As a results-oriented professional organization, CE Solutions places a strong emphasis on excellence, quality, and attention to detail. Thank you for choosing CE Solutions for your structural engineering needs. We look forward to working with you on this exciting and important project. Should you have any questions concerning our proposal, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in blue ink that reads "Carrie L. Walden".

Carrie L. Walden, PE
Vice President

Attachments

EXHIBIT C

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

My Commission #: _____

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Don Griffin; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

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

Project Timeline:

Start Date: January 2018
End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$35,450,991.03
Sources of funds:	Total: \$35,869,189.74

Consolidated TIF	\$30,000,000
Federal Roadway Reconstruction	\$4,069,189.74
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,717,152	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$631,000	2021-2025
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Website	Est. \$22,400	2023-24
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$6,278,268	2020-2023
	6a. Design – VS Engineering	\$680,000	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Phase 1 East	\$17,120,920.20	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023

	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7f(i) Cassidy Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$767,198.50	
	9a Security Patrols – Marshall	\$107,198.95	2022-23
	9b Enhanced Security	Est. \$450,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	Est. \$200,000	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History: 18-13 Project Review and Approval Form
18-17 Approval of Contract with Urban Land Institute

- 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
- 18-61 Approval of Funding for Phase 1 Environmental Assessment
- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
- 19-28 Approval of Funding for Due Diligence and Legal Fees
- 19-44 Approval of Third Amendment to Purchase Agreement
- 19-94 Approval to Keep Parking Garage
- 19-95 Approval of Fourth Amendment to Purchase Agreement
- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services
- 21-85 Addendum to 1st Street Design Contract
- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

23-52
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

AGREEMENT WITH TEN31 FOR REDESIGN OF HOPEWELL WEBSITE

- 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, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell) (“Project”); and
- WHEREAS, as part of the Project, the RDC desires to have an updated website for the new Hopewell neighborhood to promote its redevelopment (“Services”); and
- WHEREAS, City staff have negotiated an agreement with Ten31 Marketing for an amount not to exceed \$22,200.00 for the Services (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Agreement for the new website and authorizes the City of Bloomington to expend an amount not to exceed \$22,200.00 to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.

5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
TEN31 MARKETING LLC**

This Agreement, entered into on this 30th day of May, 2023, by and between the City of Bloomington and its Redevelopment Commission (the “City”), and TEN31 Marketing LLC (“Consultant”),

WITNESSETH:

WHEREAS, the City by and through its Redevelopment Commission entered into a purchase agreement for a twenty-four acre site for redevelopment, which will be known as the Hopewell Neighborhood (“Project”); and

WHEREAS, the City requires the services of a professional consultant to design and develop a new website for the Hopewell Project (“Services”); and

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

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

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

Article 1. Scope of Services

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

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

Consultant shall complete the Services required under this Agreement on or before August 31, 2023, unless the parties mutually agree to an earlier completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the City’s Project Manager, Communications Director Andrew Krebbs or his designee.

Consultant agrees that any information or documents supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). As part of its Standard of Care, Consultant shall ensure that all Services delivered by Consultant under this Agreement do not infringe any third party's rights including intellectual property rights, and shall provide to the City work that is original to Consultant except for any third-party material Consultant has incorporated into the Services and for which Consultant has obtained all necessary permissions for the City's use of that work as intended by this Agreement.

The City shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

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

Article 4. Compensation

The City shall pay Consultant for all fees and expenses in an amount not to exceed Twenty-two Thousand Two Hundred Dollars (**\$22,200.00**). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Larry Allen
401 N. Morton St., Suite 130
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Consultant shall complete the Services required under this Agreement on or before **August 31, 2023**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by TEN31. Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All marketing and branding materials of any kind, in any format, and for delivery through any platform (including but not limited to marks, logos, slogans, phrases, drawings, audiovisual content, stories, announcements, and other content) prepared by Consultant and furnished to the City as part of the Services, shall become the intellectual property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other pre-existing intellectual property Consultant uses to deliver the Services.

Article 10. Independent Contractor Status

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

Article 11. Indemnification

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by (a) claims that Services Consultant has provided infringe a third party's intellectual property rights, and (b) the reckless or negligent performance of any provision of this Agreement, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance

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

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

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

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

Article 13. Conflict of Interest

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

Article 14. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights

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

Article 18. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination

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

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

Article 20. Compliance with Laws

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

Article 21. E-Verify

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

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

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

Article 22. Notices

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

City:

City of Bloomington
Redevelopment Commission
Attn: Larry Allen
401 N. Morton, Suite 220
Bloomington, IN 47404

Consultant:

TEN31 Marketing
Attn: Nate Ebel
642 N. Madison St.
Bloomington, IN 47404

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

Article 23. Intent to be Bound

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

Article 24. Integration and Modification

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

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

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

TEN31 MARKETING LLC

Mary Catherine Carmichael, Deputy Mayor

Nate Ebel, Owner

Cindy Kinnarney, RDC President

EXHIBIT A
“Scope of Work”

[See Attached]



WEBSITE PROPOSAL

Prepared For: City of Bloomington
Prepared By: TEN31 Marketing
Delivered On: March 28th, 2023

TEN31 MARKETING
642 N. MADISON STREET
BLOOMINGTON, IN 47404
INFO@TEN31MARKETING.COM • 812-518-2410

OVERVIEW

The City of Bloomington is in the midst of redeveloping the Bloomington Hospital site into a new neighborhood and hub in heart of the city. The neighborhood, Hopewell, aims to expand the experience of living in, working in, and visiting Bloomington.

While the city currently has a website for Hopewell, they're not fully satisfied with the look and feel of it and the overall experience that it provides to users. They're looking to partner with a local agency who can design and develop an eye-catching new website that better brings the project to life.

Additionally, the city is looking for a website that's easy to update and add new content as needed. Their new agency partner needs to be readily available for website changes as needed and to maintain the security and back end of the website after it's live.

TEN31 Marketing not only has the experience to complete this project, but as fellow residents who love living and working in Bloomington, this is a project we take personally and would put great passion into. We're confident we can provide a final product that you'll love to show off to the city.



Primary Goal

**To design and develop a new
website that's easy to manage, while
also bringing the Hopewell project to
life with stunning visuals.**

WHAT'S INCLUDED:

YOUR NEW CONTENT MANAGEMENT SYSTEM (CMS)

All of our websites included a simple-to-use, yet powerful, Wordpress content management system. The content management system is proven and fully supported.

With TEN31 Marketing, every function you could possibly need is built to work on our platform. Every element can be fully integrated and designed to work together. Doing business online with a TEN31 Marketing website is user-friendly and easy.

CUSTOM WORDPRESS WEBSITE: PRO PACKAGE

Our Custom Designed Pro Website Package Includes:

- Built on a Wordpress CMS platform
- Brand strategy and messaging
- Clean and modern custom design
- Responsive design to fit all device sizes
- Well-organized, logical site map
- Social media network integration
- Blog and event calendar
- Homepage slider navigation
- Up to 20 pages
- Photo and video galleries
- SEO-friendly framework
- Lead generation forms
- Professional photo shoot
- Training videos



WHAT WE'LL DO + INVESTMENT

BRAND STRATEGY & MESSAGING

- Our Director of Brand Marketing and Brand Designer will do a review of your current brand as portrayed on the website and develop a strategy and messaging for the new site which incorporates an updated messaging framework, new site architecture, and clear content and website goals with calls to action.

PROFESSIONAL ON-SITE PHOTO SHOOT

- We'll conduct an on-site professional photo shoot to capture new content for the website. This photo shoot can also include staff and/or stakeholder photos as well, if desired.

SITE ARCHITECTURE & DESIGN

- Building upon the new strategy and framework we developed in the brand strategy review, we'll design the layout and visual elements for the new website. Once we've designed the new homepage, you'll get to review the designs and provide real-time feedback as we continue working through the rest of the pages.

SITE DEVELOPMENT

- Upon your approval of the site design, our web developer will build out the new site in line with the best SEO practices to ensure that Google's algorithm can easily crawl through your site when looking for websites to show to your target audience in Bloomington.

QA TESTING & TRAINING VIDEOS

- This is the final phase before we make your new website live. We will test all the functionality of the site on desktop, tablet, and mobile, as well as testing all contact forms, buttons, etc. Once the testing is complete, we'll then create screen share videos to share with your staff so you can know exactly how to make desired updates on your own.

TOTAL INVESTMENT: \$20,000

OPTIONAL WEBSITE MAINTENANCE PLANS

STANDARD \$149 / month	DELUXE \$199 / month	PREMIUM \$249 / month
<ul style="list-style-type: none"> • Web Hosting • Daily site backups • Software & plugin updates • 30 mins. content updates* / month 	<ul style="list-style-type: none"> • Web Hosting • Daily site backups • Software & plugin updates • Website security • Performance optimization • 60 mins. content updates* / month 	<ul style="list-style-type: none"> • Web Hosting • Daily site backups • Software & plugin updates • Website security • Performance optimization • Malware cleanup • 90 mins. content updates* / month

* A page or site re-design, a new page build request, or similar requests that have to do with changing the structure of the design or layout of the site, do not fall under content updates as they are considered "major changes" and are billed at our hourly web development rate of \$150.

** If the client's content update requests go over their monthly allotted time, then the additional work will be billed at our hourly rate of \$150. Or, the client can wait until the following month for us to complete the request. TEN31 will always inform the client beforehand if they are going to go over their monthly allotted time, and will be sure to get approval before moving forward with work charged at our hourly rate.

TERMS OF SERVICE

1. STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for marketing services and apply to all contracts and all work undertaken by TEN31 Marketing for its clients. By doing business with TEN31 Marketing, you confirm that you (the client) agree to adhere by these terms and conditions. These terms of service are legally binding and represent an agreement between you (the client) and TEN31 Marketing LLC.

2. PROPOSALS AND AGREEMENTS

Marketing proposals provided to prospects will be honored for 45 days. A new proposal will then be provided upon request. Agreements that have been written, but not signed by the client will only be accepted within 45 days of the delivery date. A new agreement may be drawn up upon request.

3. PAYMENTS

TEN31 Marketing accepts payments via check and all major credit cards. All checks should be mailed to our business address as listed on your invoice. Your project will not be released to you or uploaded until full payment is received.

4. CHARGES AND FEES

All new web design projects under \$10,000 require full payment that will be due within 15 days of agreement signing. All new web design projects that exceed \$10,000 can be split into two-three payments. For example, an initial 50% deposit of the total project cost will be due at the time of the agreement signing. The second 50% will be due upon acceptance of the completed web design project before it is released to the client or published on the internet.

5. PROJECT DELAYS AND CLIENT LIABILITY

Any time frames or estimates that we give are contingent upon your full cooperation and complete and final content for the work pages. During development, there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed on your side and be made available on a daily basis in order to expedite the feedback process.

6. APPROVAL OF WORK

On completion of the work you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 7-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed.

7. SUBCONTRACTING

TEN31 Marketing reserves the right to subcontract any services that we have agreed to perform for you as we see fit.

SIGN ON THE DOTTED LINE

So we can get started, please fill out the information and sign below:

Name:

Business Name:

Date:

Signature:

Website Maintenance Plan (Optional)

Place a check mark next to which plan you'd like to go with.

Standard _____ *Deluxe* _____ *Premium* _____

By signing above, I'm agreeing to move forward with this proposal and to hire TEN31 Marketing to begin work on this website project.

EXHIBIT B

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 _____ of _____.
(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

Printed Name

STATE OF _____)
)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 _____, 2023.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Don Griffin; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

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

Project Timeline:

Start Date: January 2018
End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$35,450,991.03
Sources of funds:	Total: \$35,869,189.74

Consolidated TIF	\$30,000,000
Federal Roadway Reconstruction	\$4,069,189.74
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,717,152	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$631,000	2021-2025
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,400 \$22,200	2023-24
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$6,278,268	2020-2023
	6a. Design – VS Engineering	\$680,000	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Phase 1 East	\$17,120,920.20	June 2021 – Aug. 2024

Redevelopment Commission Resolution 23-52
Exhibit B

	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7f(i) Cassady Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$767,198.50	
	9a Security Patrols – Marshall	\$107,198.95	2022-23
	9b Enhanced Security	Est. \$450,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	Est. \$200,000	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement
 - 20-09 Approval of Amended Project Review Form
 - 20-12 Agreement with Master Planner – SOM
 - 20-79 Design Contract for 1st Street Reconstruction
 - 20-86 Purchase Agreement for 413 W. 2nd Street
 - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
 - 21-32 Design Contract for Phase 1 East
 - 21-45 Amended Project Review and Approval Form
 - 21-80 Agreement for Naming and Branding Services
 - 21-85 Addendum to 1st Street Design Contract
 - 22-10 Amended Project Review and Approval Form
 - 22-13 Sustainability Consultant Agreement – Guidon
 - 22-30 Amendment to Purchase Agreement and Surrender Agreement
 - 22-36 Approval of Agreement for Demolition – Renascent, Inc.
 - 22-45 Approval of Agreement for Construction Inspection – REA
 - 22-48 Agreement for Security Patrols
 - 22-62 Approval of Addendum to SB Friedman Agreement
 - 22-86 Addendum to Design Agreement with Shrewsberry
 - 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
 - 22-95 Cassidy Electric Lighting Relocation Phase 1 East
 - 22-100 Duke Energy Utility Relocation
 - 22-103 Funding for Hopewell Signs
 - 23-15 Tree Removal – 1st Street Reconstruction
 - 23-21 Addendum #2 to Design Contract for Phase 1 East
 - 23-36 Amended Project Review and Approval Form
 - 23-37 Preliminary Design Contract for Hopewell West – Crossroad
 - 23-42 Construction Agreement for Phase 1 East – Milestone
 - 23-45 Owner’s Representative Agreement – U3 Advisors
 - 23-51 Parking Garage Assessment – CE Solutions
 - 23-52 New Hopewell Website – Ten31

To Be Completed by Redevelopment Commission Staff:

Approved on _____
 By Resolution _____ by a vote of _____