

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**September 5, 2023 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room, Suite 135**

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](mailto: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.

<https://bloomington.zoom.us/j/83983720894?pwd=ZnozejUrYThvdVNOaHJmdGZLT1B6Zz09>

Meeting ID: 839 8372 0894 Passcode: 076969

- I. ROLL CALL**
- II. READING OF THE MINUTES** – August 21, 2023
- III. EXAMINATION OF CLAIMS** –September 1, 2023 for \$826,232.39
- IV. EXAMINATION OF PAYROLL REGISTERS**–August 25, 2023 for \$37,491.59
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. Business Development Updates
  - E. Hopewell Update
- VI. NEW BUSINESS**
  - A. Resolution 23-57: To Vacate Covenants, Conditions and Restrictions for the Trades District
  - B. Resolution 23-63: Approval of MOU with CBU for Green Roof Infrastructure
  - C. Resolution 23-68: Agreement with AECOM for Environmental Services at Hopewell
  - D. Resolution 23-69: Approval of Second Amendment of Agreement for Security Patrols at Hopewell Properties
- 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](mailto:human.rights@bloomington.in.gov).*

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA met on Monday, August 21, 2023, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Cindy Kinnarney presiding:  
<https://catstv.net/m.php?q=12706>***

**I. ROLL CALL**

Commissioners Present: Cindy Kinnarney, Deb Hutton, Randy Cassady, Sarah Bauerle Danzman, and Deborah Myerson attended the meeting in person

Commissioners Absent: All commissioners were present

Staff Present: John Zody, Director, Housing & Neighborhood Development Department (HAND); Christina Finley, Financial Specialist, HAND; Matt Swinney, Program Manager, HAND; Barry Collins, Rehab Specialist, HAND; Cody Toothman, Program Manager, HAND

Others Present: Deb Kunce, J.S. Held; Colleen Newbill, Assistant City Attorney, City Legal; Holly Warren, Interim Director and Assistant Director for the Arts, Economic and Sustainable Development (ESD); Andrea de la Rosa, Assistant Director for Small Business Development, ESD; Heather Lacy, Assistant City Attorney, City Legal Department; Dave Askins, The B Square Bulletin; John Fernandez; Anne Bright; Clark Greiner, BEDC; Phil Peden, Assistant Director, City of Bloomington Utilities Engineering; Roy Aten, Senior Project Manager, City Engineering; Katherine Zaiger, Assistant Director-Environmental Programs, City of Bloomington Utilities

- II. READING OF THE MINUTES** – Deb Hutton moved to approve the August 7, 2023 minutes. Deborah Myerson seconded the motion. The motion passed unanimously.
- III. EXAMINATION OF CLAIM REGISTER** – Randy Cassady moved to approve the claim register for August 18, 2023 for \$130,678.16. Deb Hutton seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Deb Hutton moved to approve the payroll register for August 11, 2023, for \$45,991.53. Deborah Myerson seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director’s Report.** John Zody gave a brief update on HAND activities.
  - B. Legal Report:** Colleen Newbill was available to answer questions.
  - C. Treasurer’s Report:** Jeff Underwood was not present. Legal staff was available to answer questions.
  - D. Business Development Updates:** Holly Warren gave a brief update on ESD activities. Warren was available to answer questions.
  - E. Hopewell Update:** Deb Kunce gave an update on Hopewell activities. Kunce was available to answer questions.
- VI. NEW BUSINESS**
- A. Resolution 23-57: To Vacate Covenants, Conditions and Restrictions (CRR) for the Trades District.** Sarah Bauerle Danzman moved to postpone Resolution 23-57. Deb Hutton seconded the motion. The motion passed unanimously.

**B. Resolution 23-62: Approval to Increase Emergency Home Repair Project at 1600 Willis Drive Lot 128.** Barry Collins gave a brief overview of Resolution 23-62.

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

Deb Hutton moved to approve Resolution 23-62. Deborah Myerson seconded the motion. The motion passed unanimously.

**C. Resolution 23-63: Approval of MOU with the City of Bloomington Utilities Department for Green Roof Infrastructure.** Katherine Zaiger gave a brief overview of Resolution 23-62. The agreement states that the RDC shall be responsible for all future maintenance and repairs of the infrastructure. Discussion on the Green Roof Infrastructure ensued. The commission would like more information on the maintenance cost before voting on this resolution.

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

Sarah Bauerle Danzman moved to postpone Resolution 23-63 until the next meeting. Deborah Myerson seconded the motion. The motion passed unanimously.

**D. Resolution 23-64: Agreement for Economic Impact Analysis of the Bloomington Certified Technology Park with the IU Public Policy Institute.** Holly Warren and Andrea de la Rosa gave an overview of Resolution 23-64.

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

Deborah Myerson moved to approve Resolution 23-64. Deb Hutton seconded the motion. The motion passed unanimously.

**E. Resolution 23-65: Approval of Change Order to Project Agreement with Milestone Contractors, LP for Hopewell Phase I East.** Roy Aten gave an overview of Resolution 23-65. Sarah Bauerle Danzman pointed out a typo in the final contract amount listed in the resolution. The final contract amount should be \$13,383,338.28.

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

Deb Hutton moved to approve Resolution 23-65 with the above correction to the contract amount. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

**F. Resolution 23-66: Approval for an Extension of Time and Increase in Funding for Tandem.** Matt Swinney gave a brief overview of Resolution 23-66.

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

Randy Cassady moved to approve Resolution 23-66. Deb Hutton seconded the motion. The motion passed unanimously.

**G. Resolution 23-67: Approval for an Extension of Time for Middle Way House.** Matt Swinney gave a brief overview of Resolution 23-67.

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

Deborah Myerson moved to approve Resolution 23-67. Randy Cassady seconded the motion. The motion passed unanimously.

**VII. BUSINESS/GENERAL DISCUSSION –**

**XI. ADJOURNMENT** – The meeting adjourned at 6:05 p.m.

\_\_\_\_\_  
Cindy Kinnarney, President

\_\_\_\_\_  
Deborah Myerson, Secretary

Date: \_\_\_\_\_

**23-63**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF MOU WITH THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT**  
**FOR GREEN ROOF INFRASTRUCTURE**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) Bloomington’s Certified Technology Park (“Trades District”); and

WHEREAS, the City of Bloomington Utilities Department under its stormwater utility division requires installation of stormwater infrastructure to help control stormwater run-off throughout the City of Bloomington; and

WHEREAS, CBU recognizes an opportunity to install green roof stormwater infrastructure on the roof of the Trades District Technology Center as a showcase to various stakeholders and community members including developers, contractors, architects and others on how to install and maintain green roof infrastructure; and

WHEREAS, the RDC wishes to allow CBU to use the Trades District Technology Center building rooftop as a showcase for green roof stormwater infrastructure in exchange for financial contribution by CBU to the RDC as spelled out in the Memorandum of Understanding attached hereto and marked as Exhibit “A”.

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

1. The Memorandum of Understanding that is attached to this Resolution as Exhibit “A” is approved.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Cindy Kinnarney, President

ATTEST:

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Deborah Myerson, Secretary

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Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BLOOMINGTON UTILITIES DEPARTMENT  
AND  
BLOOMINGTON REDEVELOPMENT COMMISSION  
FOR  
GREEN ROOF**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into by and between the City of Bloomington Utilities Department (“CBU”) acting through its Utilities Service Board (“USB”), and the Bloomington Redevelopment Commission (“RDC”).

**WHEREAS**, RDC owns 12-acres of land within Bloomington’s Certified Technology Park (“Trades District”), proof of which can be found in a quit claim deed recorded as Instrument Number 20110122088 in the Monroe County Recorder’s Office (the “Property”); and

**WHEREAS**, as part of the redevelopment of the Trades District, CBU recognizes an opportunity to install green roof stormwater infrastructure on the roof of the Trades District Technology Center as a showcase to various stakeholders and community members including developers, contractors, architects and others on how to install and maintain green roof infrastructure; and

**WHEREAS**, the RDC wishes to allow CBU to use the Trades District Technology Center building rooftop as a showcase for green roof stormwater infrastructure; and

**WHEREAS**, CBU and the RDC wish to establish this Memorandum of Understanding identifying the monetary contribution for installation of said infrastructure and also to delineate the ongoing and future operation, maintenance, repair and/or replacement of the green roof storm water infrastructure.

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

1. RDC shall install green roof stormwater infrastructure (the “Infrastructure”) on the roof of the Trades District Technology Center.
2. The RDC grants CBU full and continuous access into and onto the Property as necessary to showcase the Infrastructure to stakeholders and other members of the community by taking said interests up to the roof top whenever CBU desires. CBU shall give 24 hours advance notice to The Mill (as RDC property manager) before any such viewings occur.
3. CBU shall make a one-time contribute to RDC in an amount not to exceed \$310,000.00 for the installation of the Infrastructure.
4. RDC shall be responsible for all future maintenance and repairs of the Infrastructure.
5. Should the RDC choose to remove the Infrastructure or permit the Infrastructure to no longer operate as intended, then the RDC agrees to design and submit plans to CBU for alternative stormwater features and install the same in order to replace the lost stormwater detention and treatment qualities provided by the Infrastructure.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON  
UTILITIES SERVICE BOARD**

Megan Parmenter, VP 8/14/23  
Amanda Burnham Date  
President

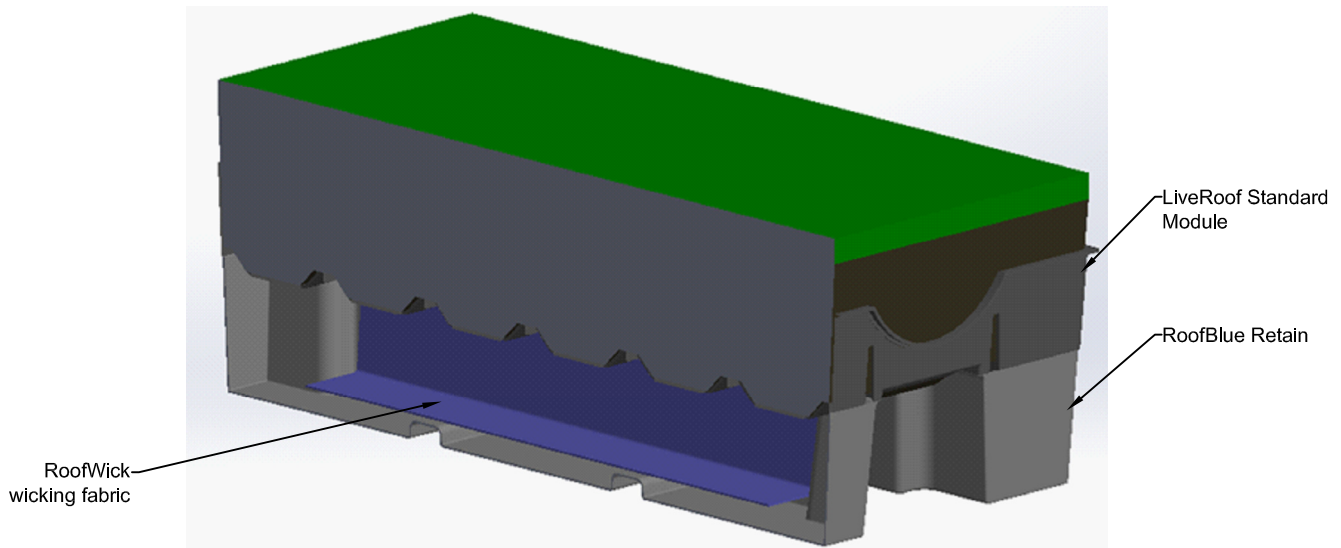
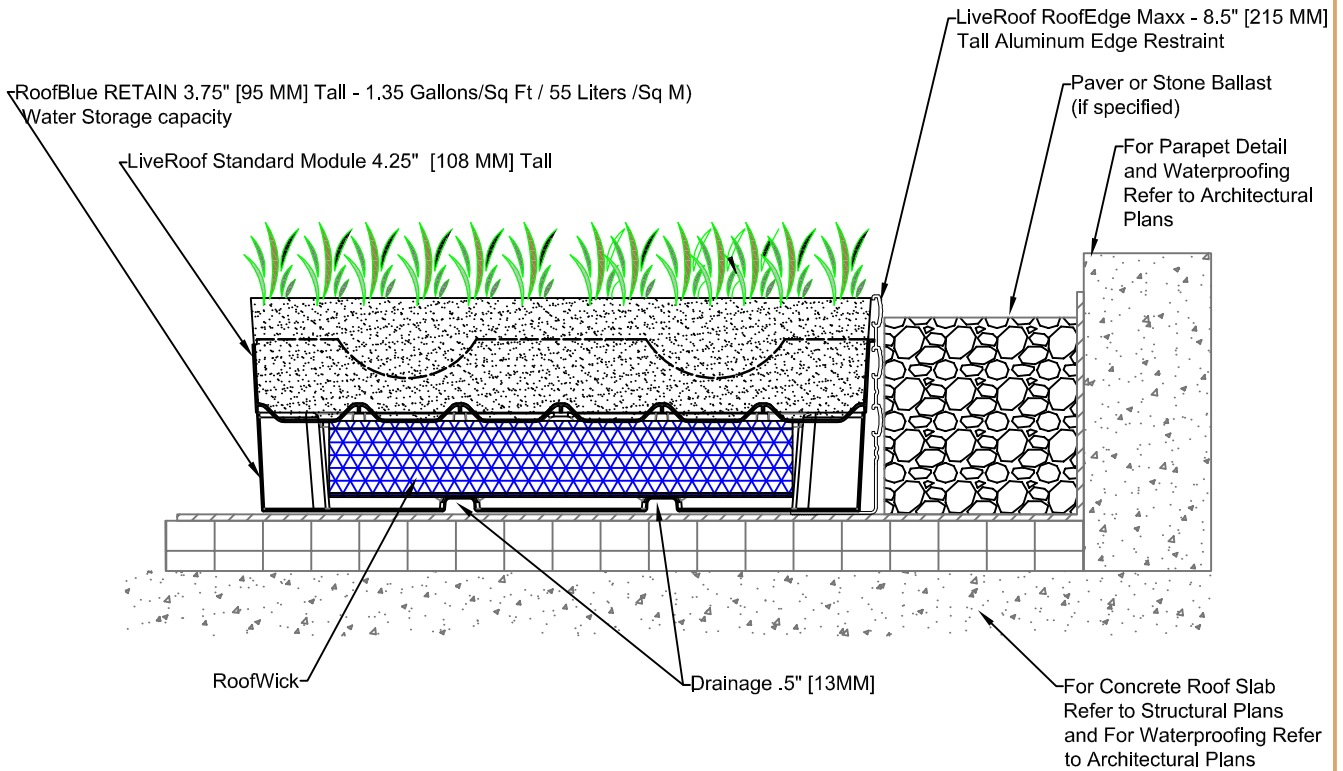
~~Attest~~ Matt Havey DOA Vic Kelson  
Matt Havey DOA Vic Kelson (Aug 17, 2023 14:15 EDT)  
Vic Kelson Date  
City of Bloomington Utilities Director

**BLOOMINGTON REDEVELOPMENT  
COMMISSION**

\_\_\_\_\_  
Cindy Kinnamey Date  
President

**Attest:**  
\_\_\_\_\_  
Deborah Myerson Date  
Secretary

# RoofBlue® RETAIN Stormwater Retention System with LiveRoof Standard Modules



**NOTES:**

It is critical to account for the maximum detained water weight of a blue roof solution.

NOT TO SCALE

ILLUSTRATIONS ARE TO CONCEPTUALLY ASSIST PROFESSIONALS IN DESIGNING LIVEROOF INSTALLATIONS. LIVEROOF DOES NOT ACCEPT RESPONSIBILITY FOR ENGINEERING BASED ON ILLUSTRATIONS. A QUALIFIED ROOFING SPECIALIST SHOULD BE CONSULTED TO DETERMINE APPROPRIATE WATERPROOFING AND ROOF DECK MATERIALS AND SUITABLE DESIGN.

BLUE - R - STD  
v2021-08-17



# LiveRoof® Stormwater Properties

LIVEROOF MODULE SIZE	LITE	STANDARD	DEEP	MAXX
Soil Depth	2.5 in (65 mm)	4.25 in (110 mm)	6 in (150 mm)	8 in (200 mm)
Fully Saturated Weight, <i>Maximum, varies by vegetation type and maturity level</i>	≤17 lbs/ft <sup>2</sup> (≤0.8 kPa)	≤29 lbs/ft <sup>2</sup> (≤1.4 kPa)	≤50 lbs/ft <sup>2</sup> (≤2.4 kPa)	≤65 lbs/ft <sup>2</sup> (≤3.1 kPa)
Maximum Water Holding Capacity	48.3% <span style="float: right;">ASTM E2397</span>			
Wilt Point of Plants	10%			
Maximum Available Capacity of Growing Medium to Hold Water	38.3%			
Growing Medium Maximum Moisture Storage	.96 in (24 mm) 0.6 gal/ft <sup>2</sup> (24.4 L/m <sup>2</sup> )	1.6 in (40 mm) 1 gal/ft <sup>2</sup> (41.3 L/m <sup>2</sup> )	2.2 in (55 mm) 1.3 gal/ft <sup>2</sup> (55.9 L/m <sup>2</sup> )	3 in (76 mm) 1.8 gal/ft <sup>2</sup> (76.2 L/m <sup>2</sup> )
Plant Moisture Storage (Sedums)	0.4 in (10 mm) 0.25 gal/ft <sup>2</sup> (10.1 L/m <sup>2</sup> )			
System Total Storm Water Storage <i>(Assuming Initial Moisture 0.25 in / 6mm)</i>	1.11 in (28 mm) 0.7 gal/ft <sup>2</sup> (28.2 L/m <sup>2</sup> )	1.75 in (44 mm) 1.1 gal/ft <sup>2</sup> (44.4 L/m <sup>2</sup> )	2.35 in (60 mm) 1.5 gal/ft <sup>2</sup> (59.7 L/m <sup>2</sup> )	3.15 in (80 mm) 2 gal/ft <sup>2</sup> (80 L/m <sup>2</sup> )
Growing Medium Water Permeability	0.434 in/min (0.018 cm/s) <span style="float: right;">saturated hydraulic conductivity, ASTM E2397</span>			



## RoofBlue® RETAIN™

Maximum Water Holding Capacity of RoofBlue RETAIN module	2.16 in (55mm) 1.35 gal/ft <sup>2</sup> / 312 in <sup>3</sup> / 0.18ft <sup>3</sup> (55 L/m <sup>2</sup> )			
LIVEROOF MODULE SIZE	LITE	STANDARD	DEEP	MAXX
<b>Maximum Water Volume Retention</b> (LiveRoof Module + RoofBlue RETAIN)	3.17 in (83mm) 2.05 gal/ft <sup>2</sup> (83.5 L/m <sup>2</sup> )	3.91 in (99mm) 2.45 gal/ft <sup>2</sup> (99.8 L/m <sup>2</sup> )	4.51 in (115mm) 2.85 gal/ft <sup>2</sup> (116 L/m <sup>2</sup> )	5.31 in (135mm) 3.35 gal/ft <sup>2</sup> (136.5 L/m <sup>2</sup> )
<b>Maximum Saturated Weight of System</b> (LiveRoof Module + RoofBlue RETAIN)	≤29.5 lbs/ft <sup>2</sup> (≤1.4 kPa)	≤41.5 lbs/ft <sup>2</sup> (≤2 kPa)	≤62.5 lbs/ft <sup>2</sup> (≤3 kPa)	≤77.5 lbs/ft <sup>2</sup> (≤3.7 kPa)



## RoofBlue® DETAIN™

for use with control-flow drains

Maximum Water Depth	3.5 in (89 mm)
Void Space	90.5%
Maximum Water Volume <b>Detention</b> below the green roof system	456 in <sup>3</sup> / 0.26 ft <sup>3</sup> (7472 cm <sup>3</sup> ) 1.97 gal/ft <sup>2</sup> (80.3 L/m <sup>2</sup> )
Maximum Weight in addition to green roof system	18.2 lbs/ft <sup>2</sup> (0.87kPa)

**23-68**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**AGREEMENT WITH AECOM FOR ENVIRONMENTAL SERVICES AT HOPEWELL**

- 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 the services of an Environmental Consultant provide advice as environmental needs arise (“Services”); and
- WHEREAS, City staff have negotiated an agreement with AECOM for an amount not to exceed \$20,000.00 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 Environmental Consultant and authorizes the City of Bloomington to expend an amount not to exceed \$20,000.00 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

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Cindy Kinnarney, President

ATTEST:

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Deborah Myerson, Secretary

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Date



## CONTRACT COVER MEMORANDUM

TO: Mayor John Hamilton; Controller Jeffrey Underwood  
FROM: Andrew Cibor, Director, Engineering  
DATE: September 1, 2023  
RE: Services Agreement with AECOM Technical Services, Inc. for Hopewell Environmental Consulting Services

<b>Contract Recipient/Vendor Name:</b>	AECOM Technical Services, Inc. (AECOM)
<b>Department Head Initials of Approval:</b>	
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Andrew Cibor, Roy Aten
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Heather Lacy
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	January 1, 2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	23-459
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	~December 31, 2024
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	NTE \$20,000
<b>Funding Source:</b>	439-15-159001-53990 Consolidated TIF (Adams Crossing)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

**Summary of Contract:** Agreement for AECOM to provide environmental consulting services for the Hopewell Neighborhood redevelopment.



AECOM  
2450 South Tibbs Avenue  
Indianapolis, IN 46241

September 1, 2023

Mr. Roy Aten  
Senior Project Manager  
City of Bloomington  
Engineering Department  
City Hall  
401 North Morton Street  
Bloomington, Indiana 47404  
Via e-mail:  
[atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)

**Proposal for Environmental Consulting Services  
Hopewell Neighborhood Development, Phase I East Area  
Internal Reference: OPP-1286192**

Dear Mr. Aten:

AECOM Technical Services, Inc. (AECOM) presents this proposal to the City of Bloomington (the City) for professional services in support of environmental site characterization, exposure risk evaluation and consideration of exposure remedies within the Phase I East area of the Hopewell development in downtown Bloomington, Indiana. This proposal is offered in response to a request from Ms. Debra Kunce (J.S. Held LLC) and is developed to focus specifically on arsenic in soil within the Phase I East area, pursuant to that request.

## SCOPE OF WORK

AECOM will review the existing Phase II Environmental Site Assessment Report (August Mack, 2019), and subsequent data related to arsenic concentrations in soil within the Phase I East area. We will review the distribution and quantity of sampling locations and the laboratory analytical results to evaluate the delineation of arsenic in soil with respect to current guidance, provided by the Indiana Department of Environmental Management (IDEM), in the Risk-Based Closure Guide (R2) (NRPD\_Waste-0046-R2, IDEM 2022).

Using the information about the site physical, geologic/hydrogeologic setting, current and anticipated future land uses, AECOM will prepare a preliminary Conceptual Site Model (pCSM). As stated in the R2, the CSM represents "a comprehensive understanding of the release, including its setting, characterization, an evaluation of risks associated with the release, and any remedy proposed and implemented to address those risks. In this context, the conceptual site model is not a specific document, but rather a conceptual understanding conveyed by the information obtained throughout the project life cycle."

AECOM will perform a limited risk evaluation based on the pCSM that accounts for an end land use with mixed commercial, recreational, and residential receptors. This effort will include a limited desk top risk assessment involving a review of existing data collected from previous site investigations completed by others. Arsenic concentrations reported in these investigations will be compared to the R2 Published Levels. We will identify potential exposure pathways to human and environmental receptors to arsenic in soil and will suggest preliminary identifications of those exposure pathways as 'complete', 'potentially complete', 'incomplete' or 'undetermined'.

Where development of the pCSM and associated risk evaluation identifies an exposure pathway status as 'undetermined', and/or if the arsenic in soil is not adequately delineated per the R2, a data gap(s) will be identified. Where an exposure pathway is identified as complete or potentially complete, the need for a 'remedy' to control

exposures will be indicated. A 'remedy' as the term is used in the IDEM R2 guidance document is any administrative control, engineering control or action used to control/restrict exposure risks.

AECOM will develop recommendations for 'next steps' to address data gaps (if any) and we will identify remedies that could be used to isolate arsenic in soil from potential receptors. AECOM will research Bloomington City ordinances to determine if any exist that could be identified as a remedy in this application. AECOM also will summarize the options available to the City regarding enrollment and participation in remediation programs administered by IDEM, including 'how' to enroll, potential costs, milestones, public involvement and schedule.

Following completion of these activities, AECOM will issue a letter report documenting the findings of the data evaluation, pCMS/risk evaluation, ordinance reviews and presumptive remedies that could support administrative closure of concerns about arsenic in soil. We will provide one draft report and one final report, in "PDF" format, transmitted electronically. AECOM assumes that one round of consolidated comments from the City will be addressed on the draft report.

## COMMUNICATION

AECOM has included time to participate in the following communication/meetings related activities:

- Kick-off meeting with Mr. Aten and Ms. Kunce.
- Weekly update meetings/correspondence to Mr. Aten and to Ms. Kunce via telephone or virtual meetings through the performance of this scope of work which is estimated to be 2-weeks.
- One meeting to discuss findings and recommendations with Mr. Aten and Ms. Kunce.
- One meeting with the Indiana Department of Environmental Management (IDEM).
- One meeting with a broader City of Bloomington stakeholder group.

## SCHEDULE

AECOM will begin performing the scope of work above upon receipt of written authorization to proceed / approval of this proposal by the City. Upon our receipt of the Authorization to Proceed and relevant existing data and reports, we will provide a draft report within 2 weeks.

## BUDGET / COMMERCIAL

The total estimated cost to complete this scope of work is \$20,000. AECOM offers to provide the environmental consulting services summarized herein on a time and materials basis accordance with the terms, conditions and rates included in Forms 102 (January 10, 2023) and 103C (January 10, 2023) (Attachment A). Authorization can be provided through a Purchase Order or by returning a signed copy of the Authorization to Proceed included as Attachment B.

## ASSUMPTIONS

In preparation of this proposal, AECOM has made the following assumptions.

- Services performed by AECOM will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. AECOM will not independently verify information provided by others. No expressed or implied representation or warranty is included or intended in our reports, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession. Therefore, AECOM will assume no

liability for any loss resulting from errors or omissions arising from the use of inaccurate/incomplete information or misrepresentations made by others.

- Documents to be reviewed in completion of the scope of work will be provided by the City. Documents will include the Phase II Environmental Site Assessment Report (August Mack, 2019), and subsequent data related to arsenic concentrations in soil within the Phase I East area. AECOM has accounted for review of no more than two documents.
- Services will not include collection of additional data or require subcontracted services.
- Travel will be limited to a visual inspection of the Site and in person meetings within the City of Bloomington.
- Meetings and communication will be completed over the phone (Teams or similar). If meeting in person is preferred, meetings will occur within the City of Bloomington. Our proposal includes an initial 1-hour kick-off meeting with Mr. Aten and Ms. Kunce, weekly communication with Mr. Aten and Ms. Kunce over a 2-week period limited to 1-hour each, a 2-hour meeting to discuss findings and recommendations with Mr. Aten and Ms. Kunce, up to 3-hours of communication with the IDEM, and up to 3-hours of communication with other stakeholders with the City of Bloomington.

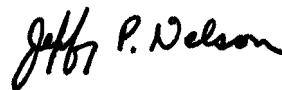
Thank you for the opportunity to support the City of Bloomington on the Hopewell project. We look forward to working with you.

Kind regards,

AECOM Technical Services, Inc.



Jeffrey Bryan, LPG  
Regulatory/Compliance Expert  
(812) 322-3163  
[jeffrey.bryan@aecom.com](mailto:jeffrey.bryan@aecom.com)



Jeffrey P. Nelson  
Associate Vice President  
(812) 322-3205  
[jeffrey.nelson@aecom.com](mailto:jeffrey.nelson@aecom.com)

Cc dkunce@jsheld.com  
John Bassett, LPG, AECOM

**ATTACHMENT A – TERMS, CONDITIONS AND RATES**



As used herein, the term "AECOM" shall mean AECOM Technical Services, Inc., and the term "Client" shall mean (each individually a "Party" and collectively, the "Parties").

**1. ACCESS.** Client grants or shall obtain for AECOM and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense. AECOM shall not be responsible or liable for the errors, omissions, or other acts of any other consultants, contractors, or parties engaged by Client or present at any Site, nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

**2. CLIENT INFORMATION.** Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

**3. STANDARD OF SERVICES AND WARRANTY.** AECOM agrees to perform its services as described in the applicable proposal for services submitted to Client ("Services") in accordance with the degree of professional skill, quality, and care ordinarily exercised by members of the same profession practicing in the same location at the same time under comparable circumstances and providing services of a similar nature and as expeditiously as is consistent with professional skill and the orderly progress of the Services. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standard and to remedy any material deficiencies or defects in the Services at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such material deficiency or defect within a reasonable period after discovery thereof, but in no event later than ninety (90) days after AECOM's completion of the Services. Except as provided in this Section 3, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence, or otherwise.

**4. CONFIDENTIALITY.** "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information and that is clearly marked as "Confidential Information" or which would reasonably be regarded as confidential by virtue of the nature of the information disclosed and the context in which it is disclosed. Confidential Information does not include information which: (i) is already known to the receiving Party at the time of its disclosure as reasonably demonstrated by the receiving Party with judicially-admissible evidence; (ii) becomes publicly known through no wrongful act or omission of the receiving Party; (iii) is communicated to a third party with the express written consent of the disclosing Party and not subject to restrictions on further use or disclosure; and/or (iv) is independently developed by the receiving Party as reasonably demonstrated by the receiving Party with judicially-admissible evidence. In the event that either Party discloses Confidential Information to the other Party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the Party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of five (5) years from the date of disclosure. Notwithstanding the foregoing, to the extent any Confidential Information is identified by a Party as a trade secret or otherwise constitutes a trade secret, as contemplated in the Uniform Trade Secrets Act, Defend Trade Secrets Act, or similar laws or regulations, the other Party shall maintain the confidentiality of such Confidential Information for as long as such Confidential information remains a trade secret. In the event a Party is required to disclose to a third party the Confidential Information of the disclosing Party by operation of law, statute, ordinance, code, regulation, court, subpoena, or other governmental or judicial requirement, the Party required to make such disclosure shall: (i) to the extent legally permitted, promptly notify in writing the disclosing Party of the required disclosure; (ii) reasonably assist the disclosing Party in challenging and/or limiting the scope of the disclosure; and (iii) notwithstanding the provisions of Section 5.1, as to all other persons and entities to whom the required disclosure is not made, treat the information subject to the required disclosure as confidential pursuant to this Agreement. Notwithstanding anything else in this Agreement, Client agrees that AECOM may use and

publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients.

**5. WORK PRODUCT.** "Work Product" consists of all reports, notes, laboratory test data and other information specifically commissioned by Client for preparation by AECOM and delivery to Client pursuant to this Agreement. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided and provided further the Work Product shall be used solely for the purpose for which the Work Product was intended. All Work Product prepared by AECOM shall be for the sole and exclusive use of Client and no other person or entity. Client agrees that no third party (with the exception of governmental entities or agencies) shall have the right to use or rely on the Work Product without the written consent of AECOM and the third party's execution of a third party reliance letter agreeable to AECOM.

**6. INSURANCE.** AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.

**7. INDEMNITY.** AECOM shall indemnify and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

**8. PAYMENT & CHANGES.** Invoices will be issued monthly or twice per month at AECOM's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's proposal for Services submitted by AECOM to Client or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as agreed in writing by the Parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

**9. WAIVER OF CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY OR THEIR PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, OR INTERRUPTION OF BUSINESS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. ENVIRONMENTAL CONDITIONS.** Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder. Nothing in this Agreement shall be construed or interpreted as requiring AECOM to assume the status of, and Client acknowledges that AECOM does not act in the capacity nor assume the status of, Client or others as a "generator," "owner," "operator," "transporter," "disposer," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local law, regulation, or ordinance. Client acknowledges that AECOM has neither created nor contributed to the creation or existence of any air, subsurface, ground, or other environmental hazards, contamination, or pollution or the presence of toxic or hazardous substances or materials, whether latent or patent, at any Site prior to the date on which Services commenced ("Pre-Existing Conditions"). Client assumes all responsibility and liability for Pre-Existing Conditions, and further agrees to defend, indemnify, and hold AECOM harmless from any claims, demands, losses, liabilities, causes of action, actions, suits, damages, costs, penalties, fines, and expenses, including reasonable attorneys' fees, of any kind or character, arising from or relating to Pre-Existing Conditions of, except where such are caused by the sole negligence or willful misconduct of AECOM, it being the intention of Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

**11. INDEPENDENT CONTRACTOR.** In performing Services under this Agreement, AECOM will act solely as an independent contractor and shall not be regarded as a subsidiary, partner, joint venturer, affiliate, representative, employee, servant, or agent of Client.

**12. FORCE MAJEURE.** Neither AECOM nor Client shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including acts of God, fire, flood, extraordinary weather conditions, natural catastrophes, unanticipated or differing Site conditions, changes in law or regulations, explosion, war (whether declared or not), civil unrest, terrorism, sabotage, computer viruses, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, the Coronavirus (SARS COV-2) and such related diseases (e.g., COVID-19) outbreak, strikes, lockouts, industrial disturbances, requests, acts, or intervention of a governmental agencies or authorities, court orders, labor relations, accidents, delays, the inability to obtain materials, equipment, fuel, or transportation, or other events or circumstances beyond the reasonable control of the claiming Party ("Force Majeure Event"). AECOM shall be entitled to a change in the scope of Services, compensation, the project schedule, and other terms and conditions of this Agreement that are affected by a Force Majeure Event sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. All such changes shall be authorized by a mutually agreed upon, written change order containing any appropriate equitable adjustments to the scope of Services, compensation, project schedule, and other terms and conditions of this Agreement affected by the Force Majeure Event. If a Force Majeure Event substantially prevents, or is reasonably likely to substantially prevent, AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

**13. RISK ALLOCATION & RESTRICTION OF REMEDIES.** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$50,000. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, ACTIONS, SUITS, DAMAGES, COSTS, PENALTIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND OR CHARACTER ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

**14. DISPUTE RESOLUTION.** Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute, or controversy relating to this Agreement ("Dispute") and the requested relief. The recipient of such notice shall respond within five (5) business days with a written statement of its position and a recommended solution to the Dispute. If the Parties cannot resolve the Dispute through negotiation, either Party may refer the Dispute to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Dispute. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission or otherwise be usable or admissible in any litigation, arbitration, or dispute resolution proceeding. If the Representatives are unable to resolve the Dispute within thirty (30) days, either Party shall have the right to commence arbitration at any time thereafter upon service of demand for arbitration on the other Party. Any Dispute arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, that is not resolved by the Panel of Representatives, as well as any dispute concerning the propriety of commencement of the arbitration, shall be finally resolved and settled by arbitration. Unless the Parties agree otherwise, the arbitration shall be conducted by one arbitrator in accordance with the rules and procedures of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as such rules and procedures are modified herein or by agreement of the Parties. The Parties shall seek to agree upon a sole arbitrator within thirty (30) days after a demand for arbitration. If the Parties do not reach agreement on the sole arbitrator, then AAA shall appoint the sole arbitrator from a panel with expertise in the subject areas relating to the Dispute. Unless otherwise agreed by the parties, the seat of the arbitration shall be Los Angeles, California. and it shall be conducted in the English language, but either Party may submit testimony or documentary evidence in any other language if such Party provides a translation into English of any such evidence. The Parties agree to ask the arbitrator to hold an in-person procedural hearing within sixty (60) days of the demand for arbitration, and to hold a hearing on the merits within twelve (12) months of the demand. Unless the Parties agree otherwise, the hearing on the merits will be set for consecutive days (excluding weekends and holidays) and last for no more than ten (10) days. Unless otherwise agreed by the Parties, at the first in-person procedural hearing, the Parties will request that the arbitrator set a schedule for conducting the proceeding that includes service by the claimant of a memorial together with witness statements, documents, and expert testimony, service by the respondent of a counter memorial together with witness statements, documents, and expert testimony and service of reply and sur-reply memorials as appropriate. Unless otherwise agreed by the Parties at the time of arbitration, the Parties shall not conduct any depositions (other than as necessary to record testimony

of witnesses who cannot be ordered to appear at the hearing), requests for admission, or interrogatories in connection with the arbitration. The Parties further agree that they shall have no right to seek production of documents or any other discovery in the arbitration proceeding from the other party, except that the Parties shall exchange the documents on which they intend to rely with their witness statements. The parties agree that the arbitrator shall be empowered to consider the IBA Rules on the Taking of Evidence in connection with witness and expert testimony in the arbitration. Unless otherwise agreed by the parties, direct testimony at the hearing shall be submitted in the form of written witness statements; testimony of fact witnesses at the hearing shall be limited to cross-examination and rebuttal; and experts shall be encouraged by the Parties and the arbitrator to find areas of agreement. Any arbitration award shall be final and binding on the Parties. The Parties agree to undertake and carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction over the award or having jurisdiction over the relevant Party or its assets.

**15. WASTE.** As used herein, "Waste" means any hazardous, non-hazardous, radioactive, toxic, flammable, explosive, infectious, dangerous, or other waste, substances, or materials existing on any Site or generated by Client or a third party prior to the date on which Services commenced. AECOM assumes no title, ownership of, or legal responsibility or liability for the creation, existence, or presence of any Waste. Where required by the Agreement, AECOM shall assist Client in the proper handling, storage, transportation and/or delivery for disposal of Waste in accordance with all applicable federal, state and local laws and regulations, but AECOM shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility to which Waste will be delivered and the final selection of any disposal facility shall be made by Client. Client shall look solely to the disposal facility or transporter for any damages or liability arising from improper transportation or disposal of the Waste. Client shall provide appropriate disposal identification numbers, select the disposal site(s), and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility or transporter for any responsibility or liability arising from or relating to the improper transportation or disposal of the Waste.

**16. DATA RIGHTS.** For purposes of this Agreement, "AECOM Technology" means all designs, graphics, charts, maps, plans, models, templates, prototypes, details, drawings, plans, prints, renderings, samples, transparencies, specifications, reports, manuscripts, analyses, calculations, specifications, processes, procedures, working notes, documents, manuals, photographs, negatives, tapes, discs, databases, Software, hardware, technology, information, data, and other items embodied in any tangible or electronic form or medium, including all intellectual property rights therein: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and/or (d) included within the Work Product, but which are generic, generally applicable to, or standard in AECOM's business. AECOM Technology does not include any information that incorporates or discloses Client's Confidential Information. Client acknowledges and Agrees that AECOM is the author of, and retains all rights, title and interest in AECOM Technology. To the extent any Work Product contains any AECOM Technology, or Client's receipt of the Services requires the use of AECOM Technology, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment pursuant to this Agreement, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Technology solely, and to the limited extent and duration necessary, to achieve the purposes for which the Work Product was developed or Services was provided.

Notwithstanding anything else in this Agreement, the following terms and conditions shall apply to AECOM's provision of, and Client's receipt and use of any AECOM-owned or AECOM-licensed software, including all associated training materials, user manuals, product descriptions and specifications, help files, or "read-me" files, and all upgrades, improvements, and later versions to any of the foregoing, (collectively, the "Software"). "Software" does not include any code explicitly commissioned for new development by AECOM for the sole benefit and use of Client:

- (a) Licenses Granted to Client. Subject to AECOM's receipt of payment of the subscription fee for the Software (the "Subscription Fee"), as listed in the applicable order form, (the "Order Form"), AECOM hereby grants to Client a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Software in accordance with the duration, features, options, and services selected on the Order Form. Except for the foregoing limited license, nothing contained in this Agreement shall be construed as conveying any additional right or license in the Software, whether by implication, estoppel, or otherwise.
- (b) License Exclusions. Neither Client nor anyone acting on its behalf or pursuant to the instant license, shall or attempt to: reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the Software; use the Software for the purpose of creating a competing service; interfere with or damage the Software or its operation; or violate any usage limitations set forth in this Agreement or the applicable Order Form.
- (c) AECOM Property. Client hereby acknowledges and agrees that all right, title, and interest in and to the Software is and shall remain held solely by AECOM, including all legal, equitable, moral, statutory, regulatory, common law or other intellectual property rights, whether by way of patent, copyright, trademark, service mark, trade name, trade dress, trade

secret, know-how, and any other intellectual property right (whether registered or unregistered) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for current and/or past infringements, (collectively, "Intellectual Property Rights").

- (d) Responsibility for Client Content. To the extent Client uploads or enters into the Software any data, text, images, video, audio, or other content or information (collectively, "Client Content"), Client shall be responsible for ensuring the accuracy, legality, and integrity of such Client Content. Client will not upload or enter into the Software any Client Content that violates any third-party privacy, Intellectual Property Rights, or other rights, or any applicable laws or regulations. CLIENT WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS AECOM FOR ANY ACTUAL OR ALLEGED BREACH OF THIS SUBSECTION.
- (e) Feedback. AECOM welcomes and encourages Client to provide feedback, comments, and suggestions for improvements, fixes, and other changes to the Software (collectively, "Feedback"). Such Feedback may be used by AECOM to improve the Software. Client hereby grants AECOM an exclusive, sublicensable, assignable, irrevocable, world-wide, fully-paid-up, license to all Intellectual Property Rights in the Feedback.
- (f) Maintenance and Security. AECOM will use commercially reasonable efforts to keep the Software materially operational on a generally continuous basis during the term of Client's license. AECOM is not responsible for correcting errors or defects in (or caused by) software or hardware supplied by third parties (including any compatibility issues between any such software or hardware and Client's software / hardware). Client understands and agrees that the Client Content will be hosted in Microsoft Azure cloud storage and all data security shall be subject to the physical, technical, and managerial processes and procedures that are provided by Microsoft with respect to the Azure cloud storage environment, and to the contractual obligations between AECOM and Microsoft with respect to AECOM's use of the Azure cloud storage environment. To the greatest extent permitted by law, Client hereby waives and releases AECOM and Microsoft from any claims, damages, and liabilities arising out of or relating to the storage of the Client Content.

**17. ENTIRE AGREEMENT.** The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the Parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either Party and any such assignment shall be null and void. Either Party may terminate this Agreement by giving the other Party seven (7) days' written notice. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including without limitation any terms relating to compensation, indemnity, limitation of liability, releases from liability, or exclusion of any remedy, shall survive and continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the applicable proposal for Services to Client is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the applicable proposal submitted by AECOM to Client.

**Time and Materials Agreement**

**Effective: January 10, 2023**

**SCOPE OF SERVICES** – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

**BILLING RATES**

**STAFF** - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

Classification	Rate/Hour
Technician I, Project Administrator I	\$80.00
Technician II, Project Administrator II	\$88.00
Technician III, Scientist I, Project Administrator III, Data Administrator I, CAD/GIS Specialist I, Engineer I, Project Manager I	\$97.00
Technician IV, Scientist II, Project Administrator IV, Data Administrator II, CAD/GIS Specialist II, Engineer II, Project Manager II	\$119.00
Technician V, Scientist III, Project Administrator V, Data Administrator III, CAD/GIS Specialist III, Engineer III, Project Manager III	\$141.00
Technician VI, Scientist IV, Data Administrator IV, CAD/GIS Specialist IV, Engineer IV, Project Manager IV	\$150.00
Scientist V, Data Administrator V, CAD/GIS Specialist V, Engineer V, Project Manager V	\$185.00
Scientist VI, CAD/GIS Specialist VI, Engineer VI, Project Manager VI	\$220.00
Scientist VII, Engineer VII; Project Director	\$256.00
Scientist VIII, Engineer VIII, Sr. Project Director	\$278.00

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

**LITIGATION SUPPORT** - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

**RETAINER** - AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

**OTHER DIRECT COSTS** - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a ten percent (10%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as ten percent (10%) of labor cost.

**INVOICING AND PAYMENT** - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without

liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

**SECURITY INTEREST** – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

**ESTIMATES OF COSTS AND SCHEDULES** - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

**AGREEMENT** - These Commercial Terms Form 103C (01/10/2023) and the attached General Conditions Form 102 (01/10/2023) govern the performance of the Services and rights and obligations of the parties.

**ATTACHMENT B – AUTHORIZATION TO PROCEED**



**Authorization to Proceed**

I hereby authorize AECOM Technical Services, Inc. ("AECOM") to proceed with the scope of work for the Hopewell Neighborhood Development, Phase I East Area for City of Bloomington as described in AECOM's proposal No. OPP-1286192 dated September 1, 2023, with a budget authorization of \$20,000 under AECOM's General Conditions Form 102 (January 10, 2023) and the Commercial Terms Form 103C (January 10, 2023) attached hereto.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Organization

I agree to accept invoices from AECOM via email and not postal mail:

Yes

Signature: \_\_\_\_\_

Email address: \_\_\_\_\_

Recipient Mr./Ms.: \_\_\_\_\_

**Return to:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION  
AND  
AECOM Technical Services, Inc.**

This Agreement, entered into on this \_\_\_ day of August, 2023, by and between the City of Bloomington and its Redevelopment Commission (the “City”), and AECOM Technical Services, Inc. (“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 advise on environmental matters related to site assessment, cleanup, and redevelopment 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. **In the event that any term or condition set forth in Exhibit A conflicts with the terms of this Agreement, the language in pages 1 through 7 of this Agreement shall control.**

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 as soon as reasonably possible but not later than **December 31, 2024**, unless the parties mutually agree to an alternative 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, Deputy Mayor Larry Allen 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 Thousand Dollars and No Cents (**\$20,000.00**). Charges for all professional, technical and administration personnel directly charging time to the project will be calculated and billed on the basis of the staff category hourly Billing Rates as described in Exhibit A. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission  
ATTN: Colleen Newbill  
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 **December 31, 2024**. 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 AECOM. 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 department head in charge of the grant and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 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: Colleen Newbill  
401 N. Morton, Suite 220  
Bloomington, IN 47404

**Consultant:**

AECOM Technology Services, Inc.  
2450 South Tibbs Avenue  
Attn: Jeffrey P. Nelson  
Indianapolis, IN 43241  
Jeffrey.nelson@aecom.com

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**

**AECOM Technical Services, Inc.**

\_\_\_\_\_  
Larry Allen, Deputy Mayor

\_\_\_\_\_

\_\_\_\_\_  
Cindy Kinnarney, RDC President



**EXHIBIT A**  
**“Scope of Work”**

**SEE ATTACHED.**

**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 2<sup>nd</sup> and Rogers (“Legacy Hospital Site” and “Hopewell”)

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

**Project Description:** Project will involve purchase of the Hospital Site at 2<sup>nd</sup> 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	<b>Consulting</b>	\$1,717,152	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	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
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
2	<b>Appraisals</b>	\$50,000	2018-2023
3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	\$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.	<b>Phase 1 East</b>	\$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
	7e(ii) CO #1, Tree Removal	\$10,053.38	2023
	7f(i) Cassidy Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
	<b>7g. Environmental Consulting</b>	<b>\$20,000.00</b>	<b>2023</b>
<b>8.</b>	<b>Kohr Admin Redev.</b>	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
<b>9.</b>	<b>Ongoing Services</b>	Est. \$767,198.50	
	9a Security Patrols – Marshall	<del>\$127,198.95</del> <b>\$147,198.95</b>	2022-23
	9b Enhanced Security	Est. \$450,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades (Fencing around the legacy hospital site will remain in place)	Est. <del>\$200,000</del> <b>\$189,946.62</b> <b>\$169,946.62</b>	2023-2025
<b>10</b>	<b>Parking Garage</b>	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
<b>11.</b>	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)</b>	\$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	
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**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
- 23-56 Amendment to Agreement for Security Patrols

23-61 Amendment to Agreement with JS Held

23-XX Amendment to add Phase I East Construction Change Order

23-XX Amendment to add Environmental Consulting to Phase I East

23-XX Amendment to Agreement for Security Patrols

*To Be Completed by Redevelopment Commission Staff:*

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

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

**23-69**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF SECOND AMENDMENT OF AGREEMENT FOR SECURITY PATROLS AT HOPEWELL PROPERTIES**

- 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 are in the Consolidated TIF or that serve the 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, the RDC approved an agreement with Marshall Security LLC dba Marshall Security and Private Investigations (“Marshall”) in Resolution 22-45 to provide the security patrols for the RDC-owned property in Hopewell (“Services”); and
- WHEREAS, the RDC approved an amendment to the agreement with Marshall Security LLC dba Marshall Security and Private Investigations (“Marshall”) in Resolution 23-56 extending the services to September 1, 2023; and
- WHEREAS, the Agreement approved with Marshall is set to expire on September 1, 2023; and
- WHEREAS, City staff believe it is in the best interest of the project to extend this agreement until November 1, 2023; and
- WHEREAS, the increase in duration will require additional payment for the security services in an amount not to exceed \$20,000.00, which would bring the total amount for the contract to \$147,198.95; and
- WHEREAS, an addendum to the Agreement is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; 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 Amendment to the Agreement and authorizes the City of Bloomington to expend an amount not to exceed an additional Twenty Thousand Dollars (\$20,000.00) and total amount not to exceed One Hundred Twenty-Seven Thousand One Hundred Ninety-Eight Dollars and Ninety-Five Cents (\$147,198.95) to pay for the Services, to be payable in accordance with the terms of the amended 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date



## CONTRACT COVER MEMORANDUM

TO: Mayor John Hamilton; Controller Jeffrey Underwood  
FROM: John Zody, HAND  
DATE: September 1, 2023  
RE: Second Amendment to Agreement for Security Patrols at Hopewell.

<b>Contract Recipient/Vendor Name:</b>	Marshall Security LLC dba Marshall Security and Private Investigations
<b>Department Head Initials of Approval:</b>	JZ
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	John Zody
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Heather Lacy
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	January 1, 2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	23-460
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	November 1, 2023
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	NTE \$20,000
<b>Funding Source:</b>	439-15-159001-53990 Consolidated TIF (Adams Crossing)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

**Summary of Contract:** Second Amendment to the Agreement for Marshall Security LLC to extend the time to provide security services at the Hopewell site until November 1, 2023.

**SECOND AMENDMENT TO AGREEMENT FOR HOPEWELL SECURITY**

This Agreement by and between the City of Bloomington Redevelopment Commission (“Commission”) and Marshall Security LLC d.b.a. Marshall Security and Private Investigations (“Marshall”) amends the parties’ Agreement entered into on July 5, 2022, as follows:

1. Section 26 of the Agreement provided for modification by mutual written and signed agreement between the authorized representatives of the parties.
2. Section 1 Scope of Services. Section 1 shall be amended to extend the term of the Agreement until November 1, 2023.
3. Section 4 Compensation. Section 4 of the agreement shall be modified in relevant part to add an additional \$20,000 for the extended services, for a total amount not to exceed \$147,198.95, as follows:

The Commission shall pay Contractor for all fees and expenses in an amount not to exceed one hundred forty-seven thousand one hundred ninety-eight dollars and ninety-five cents (\$147,198.95).

4. In all other respects, the Agreement will remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed the day and year last written below;

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION

MARSHALL SECURITY LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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 2<sup>nd</sup> and Rogers (“Legacy Hospital Site” and “Hopewell”)

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

**Project Description:** Project will involve purchase of the Hospital Site at 2<sup>nd</sup> 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	<b>Consulting</b>	\$1,717,152	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	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
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
2	<b>Appraisals</b>	\$50,000	2018-2023
3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	\$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.	<b>Phase 1 East</b>	\$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
	7e(ii) CO #1, Tree Removal	\$10,053.38	2023
	7f(i) Cassidy Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
	<b>7g. Environmental Consulting</b>	<b>\$20,000.00</b>	<b>2023</b>
<b>8.</b>	<b>Kohr Admin Redev.</b>	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
<b>9.</b>	<b>Ongoing Services</b>	Est. \$767,198.50	
	9a Security Patrols – Marshall	<del>\$127,198.95</del> <b>\$147,198.95</b>	2022-23
	9b Enhanced Security	Est. \$450,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades (Fencing around the legacy hospital site will remain in place)	Est. <del>\$200,000</del> <b>\$189,946.62</b> <b>\$169,946.62</b>	2023-2025
<b>10</b>	<b>Parking Garage</b>	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
<b>11.</b>	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)</b>	\$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	
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**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
- 23-56 Amendment to Agreement for Security Patrols

23-61 Amendment to Agreement with JS Held

23-XX Amendment to add Phase I East Construction Change Order

23-XX Amendment to add Environmental Consulting to Phase I East

23-XX Amendment to Agreement for Security Patrols

*To Be Completed by Redevelopment Commission Staff:*

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

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