AGENDA REDEVELOPMENT COMMISSION

July 1, 2024 at 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 to some individuals. If you encounter difficulties accessing material in this packet, please contact Anna Killion-Hanson, at anna.killionhanson@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.

Zoom Link

https://bloomington.zoom.us/j/83891427295?pwd=Ien8mVPzuPO3CCDqobb8ssCSfzP7bM.1

- I. ROLL CALL
- II. READING OF THE MINUTES –June 17, 2024 and Executive Summary for June 17, 2024
- III. EXAMINATION OF CLAIM REGISTERS July 5, 2024 for \$1,241,524.83
- IV. EXAMINATION OF PAYROLL REGISTERS June 28, 2024 for \$40,007.09
- 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 24-48: Approval of Agreement for Interior Tenant Improvements with Compass for Trades District Garage
 - **B.** Resolution 24-49: Amended Project Review and Approval Form for Hopewell
 - C. Resolution 24-51: Approval of Change Order Package #3 to Project Agreement with Milestone Contractors, LP for Hopewell Phase 1 East
- VII. BUSINESS/GENERAL DISCUSSION
- VIII. ADJOURNMENT

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

met on Monday, June 17, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Deb Hutton presiding:

https://catstv.net/m.php?q=13582

I. ROLL CALL

Commissioners Present: Deb Hutton, John West, Deborah Myerson, Randy Cassady, and Sam Fleener (MCCSC Representative)

Commissioners Absent: Sue Sgambelluri

City Staff Present: Larry Allen, City Attorney; Anna Killion-Hanson, Director, HAND; Christina Finley, Financial Specialist, HAND; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Holly Warren, Assistant Director for the Arts, ESD

Others Present: Deb Kunce, J.S. Held; Sam Dove; Dave Askins, B-Square Bulletin; Jen Pearl, Bloomington Economic Development Corporation (BEDC)

- **II. READING OF THE MINUTES** John West moved to approve the June 3, 2024 minutes. Deborah Myerson seconded the motion. The motion passed unanimously.
- III. **EXAMINATION OF CLAIM REGISTERS** John West moved to approve the claim register for June 21, 2024, for \$1,561,731.15. Deborah Myerson seconded the motion. The motion passed unanimously.
- IV. **EXAMINATION OF PAYROLL REGISTERS** Randy Cassady moved to approve the payroll register for June 14, 2024, for \$39,855.61. John West seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

- **A. Director's Report**. Anna Hanson was available to answer questions.
- **B.** Legal Report: Larry Allen stated that the Redevelopment Commission met in an Executive Session today, June 17, at 4:00 p.m. in the Allison Conference Room to discuss strategy concerning real property transactions.

Allen stated that ESD has requested to pull Resolution 24-45 from tonight's agenda.

- C. Treasurer's Report: Larry Allen was available to answer questions.
- **D. Business Development Updates**: Holly Warren gave a brief update on the 1% for the arts installation at Hopewell Commons and answered questions from the commissioners.
- **E. Hopewell Update**: Deb Kunce gave a brief update on current Hopewell activities and answered questions from the commissioners.

VI. NEW BUSINESS

A. Resolution 24-46: Access to the Fourth Street Garage for Public Art Installation. The Redevelopment Commission owns and financed the construction of the Fourth Street Parking Garage located at 105 W. 4th Street. Holly Warren explained that as part of the project, the City and RDC have sought to integrate public art on, in, and around the garage. City staff in collaboration with Downtown Bloomington, Inc. have proposed to install an interactive lighted

art called PRISMA by artist Esteban Garcia Bravo in the walkway to the south of the garage. To complete the project the City, artist, and Downtown Bloomington, Inc. require permission from the RDC.

City staff answered questions from the commissioners. Deb Hutton asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 24-46. Randy Cassady seconded the motion. The motion passed unanimously.

B. Resolution 24-47: Ratification of Determination of No Excess Assessed Value in the Allocation Areas. Larry Allen stated every year the RDC is required to submit a notice of any excess assessed valuation to the county auditor, the Department of Local Government Finance, and any taxing area that is wholly or partially located in an RDC allocation area. Allen said no excess value from the Consolidated, North Kinser Road, Prow Road, or the Meridiam allocation areas may be allocated to the respective taxing units for the budget year 2024. Allen said all notices were sent out before June 15, 2024.

City staff answered questions from the commissioners. Deb Hutton asked for public comment. There were no comments from the public.

John West moved to approve Resolution 24-47. Deborah Myerson seconded the motion. The motion passed unanimously.

C. BUSINESS/GENERAL DISCUSSION

Deb Hutton announced that tonight was her last RDC meeting and June 30 will be her last official day as an RDC commissioner.

ADJOURNMENT – The meeting adjou	irned at 5:40 p.m.
Deborah Myerson, Vice-President	Sue Sgambelluri, Secretary
Date:	

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, June 17, 2024, at 4:00 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Room 225, Bloomington, Indiana.

Commissioners Present: Deb Hutton, Randy Cassady, Deborah Myerson, and John West.

Staff Present: Anna Killion-Hanson, Interim Director, Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND.

Others Present: Larry Allen, City Attorney; Heather Lacy, Assistant City Attorney, City Legal Department.

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

No other matters were discussed.	
The meeting adjourned at 4:55 p.m.	
Deborah Myerson, Vice-President	Sue Sgambelluri, Secretary
Date	



KERRY THOMSON MAYOR

JESSICA MCCLELLAN CONTROLLER

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

401 N Morton St 240 Post Office Box 100 Bloomington IN 47402

p 812.349.3412 f 812.349.3456 controller@bloomington.in.gov

Claims Register Cover Letter

To:

Redevelopment Commission

From: Jessica McClellan, Treasurer

Date:

07-05-2024 (\$1,241,524.83)

Re:

Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 06-22-2024 to 07-05-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 06-22-2024 to 07-05-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

		07/05/24	Date:
		Claims	Type of Claim
ALLOWANC			FUND
ALLOWANCE OF CLAIMS			Description
			Bank Transfer
	\$1,241,524.83	\$1,241,524.83	Amount

claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the We have examined the claims listed on the foregoing register of claims, consisting of total amount of \$1,241,524.83

Dated this $\overline{\mathcal{A}}$ day of $\overline{\mathcal{Y}}$ year of $20\overline{24}$.

accordance with IC 5-11-10-1.6. I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in

Fiscal Office (Mengy) Ililand



\$292.00 \$3,937.51	Invoice Transactions 1 Invoice Transactions 7	Invoi Invoi	Subscriptions Totals 1600 - Title 16 Totals	Account 53910 - Dues and Subscriptions Totals Program 151600 - Title 16 Totals	Account			
292.00	07/05/2024	07/05/2024	06/25/2024 06/25/2024	06/25/2024	Paid by EFT # 59814	15-Annual Membership-July 2024 - July 2025	Q15.000023140	Account 53910 - Dues and Subscriptions 4677 - International Code Council, INC Q15.0000231-
\$41.50	Invoice Transactions 1	Invoi	0 - Advertising Totals	Account 53320 - Adve				
41.50	07/05/2024	07/05/2024	06/25/2024	06/25/2024	Paid by EFT # 59788	15-Public Notice for BHQA Meeting	0006451995	9241 - Gannett Media Corp (Gannett Indiana/Kentucky)
40/01000		!	7				ng	Account 53320 - Advertising
\$3.520.93	Invoice Transactions 2	Invoi	Other Supplies Totals	Account 52420 - Other Su		Inspectors		
1,437.70	07/05/2024	07/05/2024	06/25/2024 07/05/2024	06/25/2024	Paid by EFT # 59718	rental inspectors 15-IPAD and Microsoft 365 for 6 rental	MA83811341	6222 - Apple, INC
2,083.23	07/05/2024	07/05/2024	06/25/2024	06/25/2024	Paid by EFT # 59714	15-IPAD Otterbox and 7 portable printers for	14Q9-FJQJ- VLJ3	8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
0		!	1				pplies	Account 52420 - Other Supplies
\$83.08	Invoice Transactions 3	Invoi	Office Supplies Totals	Account 52110 - Office Su				
28.68	07/05/2024	07/05/2024	06/25/2024	06/25/2024	Paid by EFT # 59860	Correction Tape, duster 15- Pens & Refills	367966972001	6530 - Office Depot, INC
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13.52	07/05/2024	07/05/2024	06/25/2024	06/25/2024	Paid by EFT #	15-Manilia Envelopes-2	367966968001	6530 - Office Depot, INC
				,			nnlies	Program 151600 - Title 16 Account 52110 - Office Sumplies
\$268.14 \$473.34	Invoice Transactions 2 Invoice Transactions 3	Invoi Invoi	53960 - Grants Totals Neighborhood Totals	Account 53960 - Grants Totals Program 151000 - Neighborhood Totals				
10.00	07/00/10	07/00/2021	00/20/2021		# 78643	for Broadview Neighborhood Cleanup	- 1	Management District
40 00	07/05/2024	07/05/2024	06/25/2024 07/05/2024	06/25/2024	59781 Paid hy Check	Up - Gloves	14-2024	60 - Monroe County Solid Waste
228.14	07/05/2024	07/05/2024	06/25/2024	06/25/2024	Paid by EFT #	15-Neighborhood Clean	INBLM235316	313 - Fastenal Company
\$205.20	Invoice Transactions 1	Invoi	Sale of Scrap Totals	Account 47260 - Sale of				Account 53960 - Grants
205.20	07/05/2024	07/05/2024	06/25/2024	06/25/2024	Paid by EFT # 59796	15-Sale of Scrap funds- Grandview Hills Neighborhood -4/29/24	776977	9346 - Grandview Hills Neighborhood Association
							crap	Program 151000 - Neighborhood Account 47260 - Sale of Scrap
							*	Fund 101 - General Fund (S0101) Department 15 - HAND
Invoice Amount	Received Date Payment Date	G/L Date	Due Date	Held Reason Invoice Date	Status	Invoice Description	Invoice No.	Vendor



4483 - City Lawn Corporation	Program 150000 - Main Account 53990 - Other Services and Charges	Fund 254 - HOME Department 15 - HAND				Account 53960 - Grants 6378 - ANN-KRISS, LLC	Fund 250 - CDBG Department 15 - HAND Program 150000 - Main					9216 - Williams Creek Management Corporation	ī	Department 15 - HAND Program 150000 - Main	Fund 153 - LIT - Economic Development				2001 - פוזלמספח ואן הווגרויפוו		203 - INDIANA UNIVERSITY	Account 53960 - Grants	Program 152000 - Historic Preservation	Denartment 15 - HAND	Find 101 - General Fund (S0101)	(Inches
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15-Lawncare-Evergreen Paid by EFT # Villiage lots 1/2- 279 3/28/24	ges		δ.		Lot 255-plumbing lines	15-Emergency Home					- June 2024	15-Evergreen Villiage Lots Maint Lots 2 & 14	jes					Walking Tour-6/5/24	research/videographer- African American	Muppets at IU Cinema	15-HPC Grant - Screening of The				TITYORGE DESCRIPTION	Taurier Description
n Paid by EFT # 279						Paid by EFT #		Fund 153 - L		אַנינטמוור טטשטס ד	Account 52000	Paid by EFT # 59927				Fund	Program 15		- 59844		Paid by Check # 78638				Status	
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SOOT THE GIGGH LINGHEST, TING	2004 The Green Engineer INC	19278 - Milestone Contractors, LP	18844 - First Financial Bank, N.A.	Program 159001 - Adams Crossing Area Account 53990 - Other Services and Charges		7255 - BOKF, NA	Account 53820 - Interest		/255 - BOKF, NA	Account 53810 - Principal	Department 15 - HAND Program 159000 - Admin	Fund 439 - Consolidated TIF				9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	Program 150000 - Main Account 53990 - Other Services and Charges	Department 15 - HAND	Fund 254 - HOME	Vendor
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Management- Hopewell-thru 06/08/24	05/01-05/31/24-App 9	May 2024-App 9 15-Hopewell Phase 1	15-Milestone -Hopewell PH1 E. Infrastructure-	es		06-BTONGENREV21 (Solar Panels)-General Revenue Bond 2021-7/2024		7/2024	(Solar Panels)-General Revenue Bond 2021-						Osage Subdivision	15-Public Notice for Release of Funds -	es			Invoice Description
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H207/c2/00	06/20/	06/25/2024	06/25/2024		Account 53820 - Interest Totals Program 159000 - Admin Totals	06/24/2024		Account 53810 - Principal Totals	06/24/2024				Department 15 - HAND Totals Fund 254 - HOME Totals	Program 150000 - Main Totals		06/25/2024				Held Reason Invoice Date
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945.00		1,083,339.49	57,017.87		\$21,901.00 \$64,069.00	21,901.00		\$42,168,00	42,168.00				\$561.80 \$561.80	\$561.80	÷	506,80			TI WOOD AND COLOR	Invoice Amount



Register

Invoice Date Range 06/22/24 - 07/05/24

9281 - Jack Henry Bryant (H and K Maintenance LLC) 7402 - Nature's Way, INC 4483 - City Lawn Corporation 7402 - Nature's Way, INC 7402 - Nature's Way, INC 4483 - City Lawn Corporation Fund 444 - RDC 7808 - J.S. Held LLC Fund 439 - Consolidated TIF 7402 - Nature's Way, INC 4483 -Department 15 - HAND Department 15 - HAND Program 159001 - Adams Crossing Area Program 150000 - Main City Lawn Corporation Account 53990 - Other Services and Charges Account 53990 - Other Services and Charges 65242 65241 65231 22565 22563 22564 0170806 INV-0000349 INV-01USnvoice No. **Hopewell Properties** 06/03 & 06/05/24 04-Landscaping-Trades
Garage-weed control 06/03 & 06/05/24 District-planting/weed 04-Landscaping-Trades Spring Turn On-District-Irrigation N Rogers-3/28/24 Mowing - 600 Block of 04-Trades District Madison-3/28/24 Mowing - 10th & 04-Trades District Rogers-3/28/24 Mowing - W 11th/N 04-Trades District Square-7/1/24 Maintenance/College 06-Monthly Interior Hopewell Sites - May Management for 15-Project Invoice Description 15-Lawn care for 04-Landscaping-Trades Paid by EFT # 59857 Paid by EFT # 59743 Paid by EFT # 59857 59857 Status Paid by EFT # Paid by EFT # Paid by EFT # Paid by EFT # 59752 Paid by EFT # Paid by EFT # Account 53990 - Other Services and Charges Totals Program 159001 - Adams Crossing Area Totals Held Reason Fund 439 - Consolidated TIF Totals Department 15 - HAND Totals Invoice Date Due Date 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 G/L Date Invoice Transactions 6 Invoice Transactions 4 Invoice Transactions 4 Invoice Transactions 6 Received Date Payment Date 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 07/05/2024 Invoice Amount \$1,219,379.86 \$1,219,379.86 \$1,155,310.86 \$1,155,310.86 14,008.50 3,910.50 910.00 202.00 190.00 100.00 120.00 35.00 93.00



	6769 - EDF, INC (EDF Energy Services)	5900 - VET Environmental Engineering, LLC 7507	7402 - Nature's Way, INC	4483 - City Lawn Corporation	Program 150000 - Main Account 53990 - Other Services and Charges	Fund 444 - RDC Department 15 - HAND	Vendor	
	164130ES	LLC 7507	65135	22566	Services and Char		Invoice No.	
	06-City FacNatural Gas Commodity-May 2024 management fee	15-Water Remediation & Mold Treatment @ 714 S Rogers-April 2024	15-Monthly Interior Maintenance Billing-Showers West-6/1/24	15-RDC-Madision Street-3/28/24	ges		Invoice Description	
Account 53990 -	Paid by EFT # 59707	Paid by EFT # 59915	Paid by EFT # 59857	Paid by EFT # 59752			Status Held	
Account 53990 - Other Services and Charges Totals Program 150000 - Main Totals Department 15 - HAND Totals Fund 444 - RDC Totals Grand Totals	06/26/2024	06/25/2024	06/25/2024	06/25/2024			Held Reason Invoice Date	
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\$6,618.89 \$6,618.89 \$6,618.89 \$6,618.89 \$1,241,524.83	22.64	718.90	276.85	40.00			Invoice Amount	



KERRY THOMSON MAYOR

JESSICA MCCLELLAN CONTROLLER

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

401 N Morton St Post Office Box 100 **Bloomington IN 47402**

p 812,349,3416 f 812.349.3456 controller@bloomington.in.gov

Payroll Register Cover Letter

To:

Redevelopment Commission

From: Adam Watts, Director of Auditing and Financial

Date:

June 28, 2024

Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 06/10/2024 to 06/23/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

Adam Watts

Director of Auditing and Financial Systems



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 06/28/24 - 06/28/24 Detail Listing

			Imputed								
mployee	Check Date	Gross	Income	EIC	Federal	FICA	Medicare	State State	Other	Deductions	Net Pay
Department HAND - Housing					200.25	100.01	22.42			.== ==	
10000 Arnold, Michael L 0051	06/28/2024	2,277.42		.00	200.26	138.84	32.48	67.86	42.75	178.23	1,617.00
			.00	.00	2,139.37	2,239.37	2,239.37	2,139.37	2,139.37		
		\$2,277.42		\$0.00	\$200.26	\$138.84	\$32.48	\$67.86	\$42.75	\$178.23	\$1,617.00
			\$0.00	\$0.00	\$2,139.37	\$2,239.37	\$2,239.37	\$2,139.37	\$2,139.37		
10000 Bixler, Daniel R 2594	06/28/2024	1,705.68		.00	128.81	95.72	22.39	48.63	30.64	191.83	1,187.66
			.00	.00	1,543.95	1,543.95	1,543.95	1,543.95	1,543.95		
		\$1,705.68		\$0.00	\$128.81	\$95.72	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.66
			\$0.00	\$0.00	\$1,543.95	\$1,543.95	\$1,543.95	\$1,543.95	\$1,543.95		
10000 Collins, Barry 0111	06/28/2024	1,250.00		.00	192.31	77.50	18.13	40.38	21.88	.00	899.80
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00		\$0.00	\$192.31	\$77.50	\$18.13	\$40.38	\$21.88	\$0.00	\$899.80
			\$0.00	\$0.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00		
2771 Council, David R	06/28/2024	1,742.79		.00	73.66	88.88	20.78	42.80	26.97	400.90	1,088.80
			.00	.00	1,363.53	1,433.53	1,433.53	1,363.53	1,363.53		
		\$1,742.79		\$0.00	\$73.66	\$88.88	\$20.78	\$42.80	\$26.97	\$400.90	\$1,088.80
			\$0.00	\$0.00	\$1,363.53	\$1,433.53	\$1,433.53	\$1,363.53	\$1,363.53		
3232 Davis, Rebecca D	06/28/2024	1,857.69		.00	174.17	111.14	25.99	56.74	35.75	106.35	1,347.55
			.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
		\$1,857.69		\$0.00	\$174.17	\$111.14	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.55
			\$0.00	\$0.00	\$1,756.54	\$1,792.54	\$1,792.5 4	\$1,756.54	\$1,756.54		
10000 Finley, Christina L 0187	06/28/2024	2,322.11		.00	269.06	144.37	33.76	73.65	47.18	33.78	1,720.3
			.00	.00	2,318.61	2,328.61	2,328.61	2,318.61	2,318.61		
		\$2,322.11		\$0.00	\$269.06	\$144.37	\$33.76	\$73.65	\$47.18	\$33.78	\$1,720.3
			\$0.00	\$0.00	\$2,318.61	\$2,328.61	\$2,328.61	\$2,318.61	\$2,318.61		
2393 Hayes, Chastina J	06/28/2024	1,899.68		.00	145.17	114.85	26.86	59.03	31.98	216.55	1,305.24
			.00	.00	1,827.41	1,852.41	1,852.41	1,827.41	1,827.41		
		\$1,899.68		\$0.00	\$145.17	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.24
			\$0.00	\$0.00	\$1,827.41	\$1,852.41	\$1,852.41	\$1,827.41	\$1,827.41		
3496 Hershman, Felicia J	06/28/2024	1,730.77		.00	127.08	103.95	24,31	54.16	34.12	76.83	1,310.32
			.00	.00	1,676.63	1,676.63	1,676.63	1,676.63	1,676.63		
		\$1,730.77		\$0.00	\$127.08	\$103.95	\$24.31	\$54.16	\$34.12	\$76.83	\$1,310.32
			\$0.00	\$0.00	\$1,676.63	\$1,676.63	\$1,676.63	\$1,676.63	\$1,676.63		
10000 Hewett, John H 0251	06/28/2024	2,311.86		.00	197.45	130.23	30.46	63.00	39.69	454.02	1,397.0
			.00	.00	1,950.56	2,100.56	2,100.56	1,950.56	1,950.56		
		\$2,311.86		\$0.00	\$197.45	\$130.23	\$30.46	\$63.00	\$39.69	\$454.02	\$1,397.0
		•	\$0.00	\$0.00	\$1,950.56	\$2,100.56	\$2,100.56	\$1,950.56	\$1,950.56		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 06/28/24 - 06/28/24 Detail Listing

, ,			Imputed								
Employee	Check Date		Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housin											
3183 Hyten LaFontaine, Stephanie L	06/28/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
·			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
	_	\$2,301.92		\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
			\$0.00	\$0.00	\$1,604.65	\$2,254.65	\$2,254.65	\$1,604.65	\$1,604.65		
3306 Killion-Hanson, Anna	06/28/2024	4,507.16		.00	282.96	264.79	61.92	137.95	86.91	236.36	3,436.27
			.00	.00	4,270.80	4,270.80	4,270.80	4,270.80	4,270.80		
	_	\$4,507.16		\$0.00	\$282.96	\$264.79	\$61.92	\$137.95	\$86.91	\$236.36	\$3,436.27
			\$0.00	\$0.00	\$4,270.80	\$4,270.80	\$4,270.80	\$4,270.80	\$4,270.80		
1516 Liford, Kenneth T	06/28/2024	1,896.30		.00	130.88	117.57	27.49	60.28	37.98	46.60	1,475.50
			.00	.00	1,866.30	1,896.30	1,896.30	1,866.30	1,866.30		
	_	\$1,896.30		\$0.00	\$130.88	\$117.57	\$27.49	\$60.28	\$37.98	\$46.60	\$1,475.50
			\$0.00	\$0.00	\$1,866.30	\$1,896.30	\$1,896.30	\$1,866.30	\$1,866.30		
2557 Radewan, Tonda L	06/28/2024	1,672.00		.00	9.91	103.66	24.24	52.76	33.24	.00	1,448.19
			.00	.00	1,672.00	1,672.00	1,672.00	1,672.00	1,672.00		
		\$1,672.00		\$0.00	\$9.91	\$103.66	\$24.24	\$52.76	\$33.24	\$0.00	\$1,448.19
			\$0.00	\$0.00	\$1,672.00	\$1,672.00	\$1,672.00	\$1,672.00	\$1,672.00		
1378 Sandweiss, Noah S	06/28/2024	2,307.69		.00	247.47	137.67	32.19	70.48	44.08	102.48	1,673.32
			.00	.00	2,220.48	2,220.48	2,220.48	2,220.48	2,220.48		
		\$2,307.69		\$0.00	\$247.47	\$137.67	\$32.19	\$70.48	\$44.08	\$102.48	\$1,673.32
			\$0.00	\$0.00	\$2,220.48	\$2,220.48	\$2,220.48	\$2,220.48	\$2,220.48		
10000 Stong, Mary J 0471	06/28/2024	2,019.81		.00	180.01	113.47	26.54	58.31	36.74	350.24	1,254.50
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81		\$0.00	\$180.01	\$113.47	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.50
			\$0.00	\$0.00	\$1,805.21	\$1,830.21	\$1,830.21	\$1,805.21	\$1,805.21		
504 Swinney, Matthew P	06/28/2024	2,210.11		.00	318.25	137.41	32.13	71.10	44.80	37.94	1,568.48
			.00	.00	2,201.30	2,216.30	2,216.30	2,201.30	2,201.30		
		\$2,210.11		\$0.00	\$318.25	\$137.41	\$32.13	\$71.10	\$44.80	\$37.94	\$1,568.48
			\$0.00	\$0.00	\$2,201.30	\$2,216.30	\$2,216.30	\$2,201.30	\$2,201.30		
2477 Toothman, Cody B	06/28/2024	2,210.11		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.98
			.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
	_	\$2,210.11		\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
			\$0.00	\$0.00	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18		
2305 Van Rooy, Angela L	06/28/2024	2,082.99		.00	113.04	129.14	30.20	60.82	38.32	224.25	1,487.22
			.00	.00	1,882.99	2,082.99	2,082.99	1,882.99	1,882.99		
	_	\$2,082.99	\$0.00	\$0.00 \$0.00	\$113.04 \$1,882.99	\$129.14 \$2,082.99	\$30.20 \$2,082.99	\$60.82 \$1,882.99	\$38.32 \$1,882.99	\$224.25	\$1,487.22
					, ,						

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
6/28/2024	Payroll				40,007.09
					40,007.09
		ALLOWANC	E OF CLAIMS		
	cept for the claims not al		gister of claims, consisting n the register, such claims	of 1 are hereby allowed in the	
Dated this _	day of	year of 20			
•	fy that each of the above ith IC 5-11-10-1.6.	e listed voucher(s)	or bill(s) is (are) true and o	correct and I have audited sa	me in
		Fiscal Officer			

24-48 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON INDIANA

APPROVAL OF AGREEMENT FOR INTERIOR TENANT IMPROVEMENTS WITH COMPASS FOR TRADES DISTRICT GARAGE

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington ("RDC") approved in Resolution 18-67 a Project Review and Approval Form ("Form"), which sought the support of the RDC regarding the construction of a new 4th Street Garage and the Trades District Garage within the Trades District ("Project");
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 ("Bonds");
- WHEREAS, the Project included commercial/office space as part of the Trades Garage located at 489 W. 10th Street, Bloomington, Indiana;
- WHEREAS, in Resolution 24-39, the RDC approved a lease agreement with the Regents of the University of California—Lawrence Berkeley Laboratory on behalf of ESnet ("Lease Agreement"); and
- WHEREAS, as part of the Lease Agreement, the RDC authorized up to \$773,245.00 in tenant improvements for the space; and
- WHEREAS, City staff solicited bids for the Interior Design and Construction Services and, out of three responsive bids received, staff identified Compass Commercial Construction Group, LLC ("Compass") as the lowest responsive and responsible bidder; and
- WHEREAS, City staff have negotiated an agreement with Milestone for an amount not to exceed \$770,000.00 for the Interior Design and Construction Services ("Agreement"), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF and in the RDC General Fund (Fund 444-15-150000-53990) to pay for the Services pursuant to the terms of the Agreement.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public's best interests.

- 2. The RDC 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 attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed \$770,000.00 to be payable in accordance with the terms of the Agreement ("Payment").
- 4. The Payment authorized above may be made from the Consolidated TIF or the RDC General Fund ("444 Account"). 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 March 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, Vice President	
ATTEST:	
Sur Commissioni Commetant	
Sue Sgambelluri, Secretary	
Date Control of the C	

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

REDEVELOPMENT COMMISSION

AND

CONTRACTOR

FOR

Trades District Garage Buildout

THIS AGREEMENT, executed by and between the City of Bloomington Redevelopment Commission (hereinafter CITY), and <u>Compass Commercial Construction Group LLC</u>, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the improvements and tenant buildout for the dedicated commercial space in the Trades District Garage, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

- 2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".
- 2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by within 180 days from the date the design is approved or March 1, 2025, whichever is earlier, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.
- 2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- 2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

Exhibit A

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

Defective work.

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

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

Damage to CITY or a third party.

- <u>3.03</u>. The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.
- <u>3.04</u>. CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.
- <u>3.05</u> For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon Act requirements, if federal funds are used.
- <u>3.06</u> <u>Engineer</u> The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

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

- **4.01 Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.
- 4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required, and an Escrow Agreement will not be required.
- 4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.
- <u>4.04</u> <u>Withholding Funds for Completion of Contract</u> If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

Exhibit A

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

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

.5.03. Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

.5.05. Insurance

5.05.01

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

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

General Aggregate Limit (other than Products/Completed Operations)

Products/Completed Operation \$1,000,000

Personal & Advertising Injury Limit \$1,000,000

Each Occurrence Limit \$1,000,000

Fire Damage (any one fire) \$50,000

D. Comprehensive Auto Liability (single limit,

owned, hired and non-owned)

\$1,000,000 each accident

Bodily injury and property damage

E. Umbrella Excess Liability \$5,000,000 each

occurrence and aggregate

The Deductible on the Umbrella Liability shall not

be more than

\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

- **5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.
- **5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.
- <u>5.06</u> <u>Necessary Documentation</u> CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.
- 5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

.5.08. Non-Discrimination

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

Exhibit A

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

- **5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.
- **5.09.02** OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

- **5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.
- <u>5.10.</u> <u>Safety.</u> CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to ensure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

.5.11 Amendments/Changes

- **5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.
- **5.11.02** Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.
- **5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
- **5.11.04** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

- **5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.
- **5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.
- **5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 <u>et seq.</u> or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.
- <u>5.13.</u> <u>Payment of Subcontractors</u> CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.
- **5.13.01** The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.
- <u>5.14</u>. <u>Written Notice</u> Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY: TO CONTRACTOR:

Bloomington Redevelopment Commission		Compass Commercial Construction Group		
Attn: John Fernandez		250 E. 96th Street, Suite 100		
642 N Madison Street		Indianapolis, Indiana 46240		
Bloomington, Indiana 47404				

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

Exhibit A

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

.5.17. Steel or Foundry Products

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

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

5.17.03 Domestic Foundry products are defined as follows:

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

- **5.17.04** The United States is defined to include all territory subject to the jurisdiction of the United States.
- **5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

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

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

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

.5.19. Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment C, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

5.20 Living Wage Ordinance (LWO)

Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor is determined to be a covered employer under the LWO. Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit F; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

IN WITNESS WHEREOF, the parties of this Agreement I	e hereunto set their hands.				
DATE:					
City of Bloomington					
Redevelopment Commission					
BY:	BY:				
President	Contractor Representative				
Printed Name	Printed Name				
John Fernandez, Dimension Mill Inc.	Title of Contractor Representative				
Margie Rice, Corporation Counsel, City of Bloomington	-				

ATTACHMENT 'A'

"SCOPE OF WORK" Trades District Garage Buildout

This project shall include, but is not limited to, the design and construction of an office space for the RDC's new tenant in the Trades District Garage ESnet. The work shall include the Preliminary ESnet Bloomington Office Program as follows:

Workspaces

- 8-12 closed offices (8 needed now, but potential for more growth)
- surge "hoteling" seating in Open Space for ~12 guests for 3-4 days at a time (open to combining with flexible meeting space)

Meeting Spaces Rooms

- At least 1 2–4-person conference room (possibly consider using currently unused offices as small 2person meeting spaces for now)
- 1 larger space for meetings up to 20 (maybe in open space, maybe combined with other flexible space)
- Soft seating for ~5 people
- Large Whiteboards
- Large screens for main meeting spaces
- Easy-to-use A/V drops
- power

Restrooms

- Preferably 2 non-gendered
- As private as possible

Kitchen

- Bar seating?
- Fridge / ice machine
- Coffee Maker / espresso + grinder
- Hot water kettle
- Microwave
- Dishwasher

General Amenities/Features/Ideas

- Security cameras
- Moveable whiteboards
- Carpet everywhere except kitchen and walkway/entryway vestibule
- Many Outlets in convenient locations
- Wireless over network drops
 - Need network drops for proximity cards and video units

- Utility closet for network equipment/cleaning supplies
- Spot for Printer/Scanner/Copier
- Electronic access (Proximity card/phone)

Style

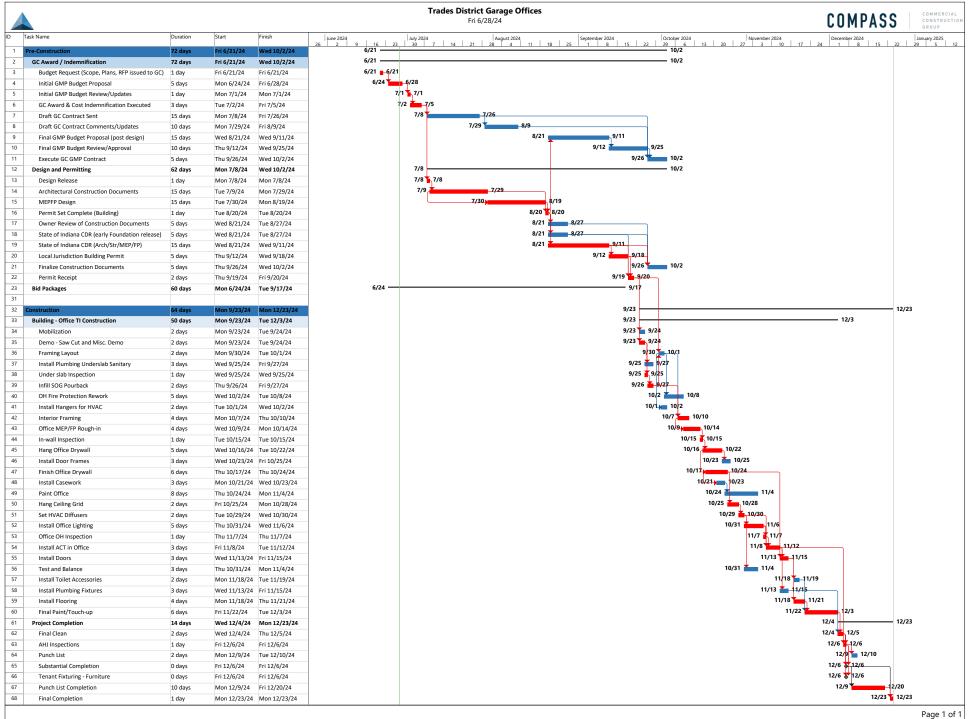
- Modern space potentially open to roof, but with "clouds" or other features for space delineation and sound baffling
- Use of wood features for visual warmth
- Creativity welcome

COMPASS CONSTRUCTION COST ESTIMATE

PROJECT NAME:	Trade District Garage Commercial Office Buildout
SQUARE FEET:	4,059
COST ESTIMATE NUMBER:	1
COST ESTIMATE DATE:	June 28, 2024

Scope Of Work

	MATERIALS	QUANTITY	UNIT	UNIT COST	COST ESTIMATE	CONTRACTOR	COMMENTS
							Includes Schematic Design and Construction
1.0	Plans and Specifications Development per RFP	1.0	LS	17,500.00	17,500	DELV Design	Documents
2.0	Permit and Utility Tap Fees	1.0	LS	1,690.00	1,690	Compass	
3.0	Builder's Risk Insurance Cost	1.0	LS	1,451.00	1,451	Compass	
4.0	Design Builder Fee (includes scopes noted below) General Condtions - Project Management Labor	1.0	pct	15%		Compass	Based on an estimated cost of work of \$770,000
4.1	Management labor includes full-time, non-working site						Included
4.2	General Requirements (Legal, Supplies, Safety, etc.)						Included
4.3	Additional GL Insurance						Included
4.4	Overhead and Profit						Included



Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF
Compass Commercial Construction Group, LLC
(Contractor)
250 E. 96th Street Suite 100
(Address)
Indianapolis, IN 46240
FOR
PUBLIC WORKS PROJECTS
OF
Trades District Garage Commercial Office Space Buildout
Filed _June 28, _2024
Action taken

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

Date (month, day, year):June 28, 2024	
Governmental Unit (Owner): The City of Bloomington Redevelopment Commission	
2. County: Monroe	
3. Bidder (Firm): Compass Commercial Construction Group, LLC.	
Address: 250 E. 96th Street Suite 100	
City/State/ZIPcode: Indianapolis, IN 46240	
4. Telephone Number: 803-360-1432	
5. Agent of Bidder (if applicable): NA	
Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to	complete
the public works project ofTrades District Garage Commercial Office Space Buildout	
(Governmental Unit) in accordance with plans and specifications prepared by John Fernandez	
The Dimension Mill, Inc. and dated for	the sum of
See attached proposal - GC's/Fee only \$_ See attached proposal	

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

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

ACCEPTANCE

	The above bid is acc	cepted this	day of	,, subject to the
followi	ng conditions:			
Contra	acting Authority Membe	ers:		
•				
	(For projects of \$150	PART II 0,000 or more – IC	: 36-1-12-4)
	Governmenta	al Unit: _ The City of B	loomington Redevelop	pment Commission
	Bidder (Firm)	Compass Co	mmercial Construction	n Group
	Date (month,	day, year):June 2	8, 2024	
Attach	These statements to additional pages for e			with and as a part of his bid.
		SECTION I EXF	PERIENCE QUES	TIONNAIRE
1.	What public works p date of the current b		nization completed t	for the period of one (1) year prior to the
	Contract Amount	Class of Work	Completion Date	Name and Address of Owner
	Contract Amount	None	NA	NA
2.	What public works p	projects are now in pro	ocess of construction	n by your organization?
	Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
		None	NA	NA

	er ralled to comple	te any work award	ded to you?	No	If so, where and why?
	es from private firn			ed work.	
Knowledge	Services - Ross Er	nery 765-412-843	3		
Patch Deve	lopment - Seth And	derson 317-716-16	693		
Ambrose Pi	roperty Group - Eric	Seamands 317-4	190-0384		
Jones Deve	elopment - Jack Gre	ewe 314-496-8664			
	SECTION II	PLAN AND EQI	JIPMENT G	UESTIONN	IAIRE
you could be		e the project, num	ber of worke	rs, etc. and a	d include a narrative of when ny other information which you
The intent for	rthis project is to esta	blish a clear line of c	ommunication	with The Mill an	nd tenant (Esnet) to work through
design develop	ment and documentation	phase while providing s	suitable finish opt	ions to meet the s	schedule and cost needs of the tenant.
In relation to cor	nstruction, there will be a d	edicated project manager	and supervisor fo	r the site to coordir	nate trades daily. Expected trades count
for this project w	ould be 10-20 workers dail	/. Compass would provide	weekly updates o	n progress and mai	intain an open book process with The Mill
and tenant	to verify cost and s	chedule progressi	on.		
who have pe		e <i>work</i>) that you h	ave used on	public works	firms outside your own firm projects during the past five (5 or.
Not applica	ble. Compass has	completed primari	ly private sco	pes in the pa	st 5 years.

e l á	f you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to mmediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
-	This list would be provided after design development and bids received for the specific scope of work.
-	
-	
-	
	What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit. None
-	
_	
	Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices isted.
	No, this project does not have design documents developed at this time and is not required per the RFP.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

	Dated at	10:00 AM	this	28th	day of	June	, _2024
		Comp	ass Comm	ercial Const	ruction Group,	LLC.	
		Ву	Tol	di	(Name of Organiza	ation)	
			Sen	18- T	Title of Person Sig	Managa gning)	/
		AC	KNOWLE	DGEMENT	Г		
STATE OF	Tulica)					
COUNTY	of Marian) ss)					
Before me,	, a Notary Public, pe	ersonally appeare	ed the abov	e-named	Sord	طيعا	and
swore that	the statements con	tained in the fore	going docu	ment are tru	ue and correct.	PARROY OFFICE	
Subscribed	d and sworn to befo	re me this	di da	ay of	All Countries on Countries	150×	
			_	Karen	NOTARY PUB Commission Num NP0749945 NOTARY SE	LIC THE PROPERTY OF THE PROPER	
				,	09/26/Not	ary Public	
My Commi	ission Expires:	26-203	0_		TOTAL OF IS	9 so o o o o o o o o o o o o o o o o o o	
County of I	Residence:	2516					

ATTACHMENT 'B'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
COUNTY OF Maron
E-Verify AFFIDAVIT
The undersigned, being duly sworn, hereby affirms and says that:
 The undersigned is the of of (company name) The company named herein that employs the undersigned: has contracted with or seeking to contract with the City of Bloomington to provide services; OR 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 no knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-Verify program.
Jared Laub Printed Name
STATE OF INDIANA))SS: COUNTY OF Warran)
Before me, a Notary Public in and for said County and State, personally appeared and acknowledged the execution of the foregoing this day of d
My Commission Expires: 9-20-200 Signature of Notary Publication
County of Residence: Printed Name of Notal Full County
My Commission #: <u>NP0743945</u>

EXHIBIT "E"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the	Click here to enter tex	t. of Click here to enter text.
	(job title)	(company name)

- 2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
- 3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
- 4. The projected employment needs under the award include the following: Click here to enter text.
- 5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: Click here to enter text.
- 6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Commission Number

ATTACHMENT 'C'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE (DF INDIANA)
) SS:
COUNT	YOF Waren
	AFFIDAVIT
The und	dersigned, being duly sworn, hereby affirms and says that:
1.	The undersigned is the of
	Compass Commercial Construction Group.
	Compass Commercial Construction Group. (company name)
2.	The undersigned is duly authorized and has full authority to execute this Affidavit.
3.	The company named herein that employs the undersigned:
	 has contracted with or seeking to contract with the City of Bloomington to provide services; OR
	ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4.	The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of
	\$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5.	The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to
٥.	comply all provisions of the statute.
//	
Signatu	re
Ja	ced Laub

Printed Name

STATE OF INDIANA)	
)SS:	
COUNTY OF Marion)	
Before me, a Notary Public in and for said County ar	nd State personally appeared
	redged the execution of the foregoing this day of
June , 20 24.	
•	WIND M STEVEN
0 0	Ration County Comment
My Commission Expires: $9-26-230$	Compression Number
	Signature of Notary Publicus NOTARY SEAL
County of Residence:	My Commission Expires
County of Residence:	Drived Name of the Control of the Co
	Printed Name of Notack-Public Comment
My Commission #: NPQ743945	
1117 0011111111111111111111111111111111	

24-49 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

AMENDED PROJECT REVIEW AND APPROVAL FORM FOR HOPEWELL

- WHEREAS, the Redevelopment Commission of the City of Bloomington ("RDC") is authorized to fund redevelopment of areas within the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form ("Form") for a project to envision reuse of what is now known as the Hopewell Neighborhood ("Project"); and
- WHEREAS, City staff believe it is in the best interest of the project to amend the Form to reflect upcoming changes to the Project ("Amended Form"), and
- WHEREAS, a copy of the Amended Form is attached to this Resolution as Exhibit A;

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

- 1. The RDC reaffirms its support of the Project and reiterates that it serves the public's best interests.
- 2. The RDC approves the Ameded Project Review and Approval Form that is attached to this resolution as Exhibit A.
- 3. The expenditure of funds is not approved by this Resolution. Funding is only approved when the Project Manager brings a contract or contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, Vice President	
ATTEST:	
Sue Sgambelluri, Secretary	
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 2nd and Rogers ("Legacy Hospital Site" and "Hopewell")

Project Managers: Jane Kupersmith, Andrew Cibor; Deb Kunce (JS Held)

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

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

Project Timeline:

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

Financial Information:

Estimated full cost of project:	\$37,136,248.51 \$37,824,734.40

Sources of funds:	Total: \$37,420,337.00
	\$37,875,337.00
Consolidated TIF	\$31,000,000
	\$31,455,000
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,739,311.38	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis	\$69,370	2021
	(SB Friedman)		
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt	\$82,500	2021-2022
	(Borshoff)		
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood	Est. \$285,000	2023-24
	Dev Consultant Fee		
	1g Owner's Dev. Rep. – U3	\$479,400	2023-24
	Advisors		
	1h Website Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting	\$48,217.38	2024
	for HUD funding		
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU	\$6,500,000	2018-2024
	Health		
4.	Due Diligence with	\$79,865.63	Nov.2018-Mar. 2019
	Environmental Assessment		
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,436,848.92	2020-2023
		\$7,661,848.92	
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec.
			2023
	6b. Right of Way	\$67,980	Nov. 2021 – May
	Acquisition		2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov.
			2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov.
			2023

	6e Tree Removal	\$10,800	
	6f. Construction Changes #2	\$225,000	
7.	Hopewell East	\$17,600,851.83 \$17,759,570.72	June 2021 – Dec. 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
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$158,718.89	
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7J. Observation Camera	\$23,707	2023-24
8.	Kohr Admin Redev.	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$545,645.57	
	9a Security Patrols – Marshall	\$269,657.35	2022-24
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23

12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% 60% Design)	\$2,056,560 \$2,214,060	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640 \$794,140	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	
14	Demolition	\$365,152 \$369,387	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717- 719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
	14b(ii) CO #2 – Hopewell South	\$4,235	
15	714 S Rogers Redevelopment	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024

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

Resolution History:

<u>2018</u>	
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
<u>2019</u>	
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

<u>2020</u>	
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
20-80	<u> </u>
	Approval of Phase II Assessment for 413 W. 2nd Street
2021 21-32	Design Contract for Phase 1 Fact
	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
<u>2022</u>	A 1. 1 D 4 D 1 A 1 F
22-10	Amended Project Review and Approval Form
22-13	Sustainability Consultant Agreement – Guidon
22-30	Amendment to Purchase Agreement and Surrender Agreement
22-36	Approval of Agreement for Demolition – Renascent, Inc.
22-45	Approval of Agreement for Construction Inspection – REA
22-48	Agreement for Security Patrols
22-62	Approval of Addendum to SB Friedman Agreement
22-86	Addendum to Design Agreement with Shrewsberry
22-87	Change Order 1 for Phase 1 East Demolition - Renascent
22-95	Cassady Electric Lighting Relocation Phase 1 East
22-100	Duke Energy Utility Relocation
22-103	Funding for Hopewell Signs
<u>2023</u>	
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
23-65	Amendment to add Phase I East Construction Change Order
23-68	Amendment to add Environmental Consulting to Phase I East
23-69	Second Amendment of Agreement for Security Patrols at Hopewell
23-70	Approval and Support for the Pursuit of the U.S. Department of Transportation's
	Neighborhood Access and Equity Program of the Reconnecting Communities and
	Neighborhoods Program Grant for Hopewell
23-86	Purchase Single Solar Trailer for Cameras at Hopewell
23-87	Recommendation for Demolition of Blocks 8, 9, and 10
23-88	Third Amendment to Agreement for Security Patrols
23-89	VET Environmental for the Kohr Building
23-96	To Accept a State Historical Marker Honoring the Local Council of Women at the

	Hopewell Neighborhood
23-97	Approval for Funding for Site Furnishings at Hopewell
23-98	The Green Engineer LEED ND Services Contract
23-113	Change Order Package #1 for the Hopewell East Project
23-114	Fourth Amendment of Agreement for Security Patrols at Hopewell
23-115	Approval of Hopewell Post-Closing Agreement
23-116	Approval of Project Review and Approval for 1st Street Reconstruction for Hopewell
2024	
24-16	Approval of Secondary Plat for Hopewell East Project
24-17	Approval of Notice of Intent Filing with IDEM In Accordance with Provision of
	Post-Closing Agreement between the City of Bloomington and IU Health
24-18	Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of
	Hopewell Blocks 8, 9, and 10.
24-19	Approval of Funding for Monitoring Service for Security Cameras at Hopewell
24-21	Fourth Amendment to Agreement for Security Patrols
24-25	Agreement with VET Environmental for 714 S Rogers Remediation
24-26	Repairs to Preserve Kohr Building for Redevelopment
24-32	Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
24-35	Approval of Change Order Package #2 for the Hopewell East Project
24-36	Approval of Hopewell West Secondary Plat
24-38	Fifth Amendment to Agreement for Security Patrols
24-41	Addendum to Agreement with VET for Environmental Services
24-42	Addendum to Agreement with Ann-Kriss for 714 S Rogers
24-49	Amended Project Review and Approval Form
24-50	Change Order Package #3 for Hopewell East
To Be Con	mpleted by Redevelopment Commission Staff:
Approved	on
By Resolu	ation by a vote of

24-51 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON INDIANA

APPROVAL OF CHANGE ORDER PACKAGE #3 TO PROJECT AGREEMENT WITH MILESTONE CONTRACTORS, LP FOR HOPEWELL PHASE 1 EAST

- WHEREAS, in Resolution 18-10, the Redevelopment Commission ("RDC") approved a Project Review and Approval Form ("Form") which sought the support of the RDC for the purchase and development of the Old Bloomington Hospital Site ("Hopewell"), including Phase I East redevelopment ("Project"); and
- WHEREAS, in Resolution 23-42, the RDC approved an Agreement with Milestone Contractors, LP ("Milestone"); and
- WHEREAS, pursuant to the terms of the Agreement, Milestone agreed to complete certain infrastructure improvements ("Construction Services") for an amount not to exceed Thirteen Million Three Hundred Seventy-Three Thousand Two Hundred Eighty-Four Dollars and Ninety Cents (\$13,373,284.90) subject to the approval of the Board of Public Works; and
- WHEREAS, on May 23, 2023, the Board of Public Works approved the Agreement and Milestone Contractors, LP ("Milestone") was awarded a construction services contract for infrastructure improvements in the amount of \$13,373,284.90; and
- WHEREAS, the RDC approved change orders for the Project in Resolution 23-65, Resolution 23-113, and Resolution 24-35, which brought the total contract amount to \$13,552,509.53; and
- WHEREAS, additional work not negotiated at the time the Agreement was awarded is required, including replacement of unsuitable soil, culvert removal, modifications to the Centerstone entrance infrastructure, power conduits, reburying an exposed gas main and video inspection of newly installed storm and sanitary sewer lines (collectively "Change Order #3); and
- WHEREAS, City Staff and Milestone believe Change Order #3 to the Agreement is necessary and appropriate; and
- WHEREAS, a copy of the proposed Change Order #3 for an additional amount of \$142,981.57 is attached to the Resolution as Exhibit A; and

- WHEREAS, the proposed Change Order #3 would modify the existing Agreement with Milestone from \$13,552,509.53 to \$13,695,491.10; and
- WHEREAS, this Change Order will also be considered by the Board of Public Works on July 2, 2024; and
- WHEREAS, the City has brought the RDC an Amended Projected Review & Approval form which updates the expected costs of the project, and which is attached as Exhibit B.

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

- 1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Project Review & Approval form.
- 2. The RDC approves Change Order #3 and authorizes additional funding for the Agreement in an amount not to exceed \$13,695,491.10 to pay for the additional work as detailed in Exhibit A.
- 3. The payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of the specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the term of the Agreement as amended. Nothing in this Resolution shall remove the requirement to comply with the City and RDC's claims process.
- 4. Unless extended by the RDC, the expiration date of this funding approval shall remain December 31, 2025.
- 5. The approvals in this Resolution are contingent upon the additional approval by the Board of Public Works. In the event the Board of Public Works does not approve the Change Order, then the approvals in this Resolution are void.

BLOOMINGTON	REDEVELOPN	MENT COMMISSI	ON
Deborah Myerson,	Vice President		

ATTEST:	
Sue Sgambelluri, Secretary	
Date	



Board of Public Works Staff Report

Project/Event: Approve Change Order Package #3 for the Hopewell East

Project

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: July 2nd, 2024

- Report: This project was awarded to Milestone Contractors LLC at the June 21st, 2023 meeting of the Board in the amount of \$13,373,284.90. The Board has approved prior change orders in the amount of \$179,224.63, for a current authorized contract amount of \$13,552,509.53. This package of change orders include the following change orders totaling an addition of \$142,981.57 to the contract, for a final contract amount of \$13,695,491.10.
 - CO #15, Undercuts in University Street, +\$53,800.57 Unsuitable soil was discovered in the subgrade of the new University Street. This change order covers the cost of excavation and replacement with borrow. Four days are being added to the project completion time for a revised completion date of November 4th, 2024.
 - CO #16, Centerstone Entrance, +\$1,500.00 Modifications to the Centerstone wall and entrance was required..
 - CO #17, Culvert Demolition, +\$19,222.00 During excavation a large storm sewer culvert was discovered crossing lot #1. It was determined that the culvert was no longer required and it was removed. This change order covers the cost of removal.
 - CO #18, Centerpoint Gas Main, -\$514.80 The existing gas main in Morton Street
 was buried shallow and exposed during construction. This Change Order covers the
 cost of sand that was required to re-bury the main.
 - CO #19, Power Conduits, Blue, +\$38,757.10 New buried power conduits are required in order to provide electrical power to the transformer and the Park.
 - CO #20, Power Conduits, Green, +\$25,439.10 Additional power conduits were installed beneath the new infrastructure in order to service the new Hopewell East lots.
 - CO #21, Video inspection, +\$3,748.00 Video inspection of the newly installed storm and sanitary sewers is required for the project.



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description Construction of infrastructure for Hopewell Phase I East Site.

Prime Contractor Milestone Contractors, L.P

3301 S. 460 E. Laffayette, IN

Change Order 15

Status Pending

Date Created 05/02/2024

Type Changed Conditions

Summary The Removal of Questionable materials in areas on University St. West with Borrow.

Change Order Description There were areas of concern that have been identified along University St. to the west of Madison St. After much review and discussion

regarding the situation, it was determined and agreed that the manner in which the questionable areas would be accounted for would be through the use of a new pay item for Borrow that would be used to reimburse the Contractor for the supply and placement of the stone material that was placed in the areas previously recommended for undercut by the geotechnical engineer. Areas also addressed by this CO were 2 isolated areas where some soils that were thought could be contaminated. These soils were set aside and tested for evaluation by Metric. The areas where this

material was found was undercut to a deeper depth and replaced with Item 31 for Compacted Aggregate.

Milestone has requested an Additional 4 Work Days be added to the Completion Date of the Contract. This request is considered reasonable and

acceptable and is hence being added to this CO #15.

Awarded Project Amount \$13,373,284.90

Authorized Project Amount \$13,552,509.53

Change Order Amount \$53,800.57

Revised Project Amount \$13,606,310.10

Change Order Details:
Hopewell Phase I East Infrastructure

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Curre	ent	Char	nge	Revis	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0025	203-02000	CYS	\$46.000	13,405.000	\$616,630.00	372.230	\$17,122.58	13,777.230	\$633,752.58
EXCAVATION, 0	COMMON								
	•	•	g Univerity as recomn owing review by Metr	•	Engineering, as well	as removal of iso	plated areas where	unsuitable materials	s were
0031	SP	TON	\$90.000	1,940.000	\$174,600.00	172.840	\$15,555.60	2,112.840	\$190,155.60
COMPACTED A	GGREGATE NO.	53							
	1 00		med necessary to replay all parties to be remainded		as with the subgrade	e of University S	t. where materials t	hat were thought to	be
2 items			Totals		\$791,230.00		\$32,678.18		\$823,908.18

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0240	203-02070	CYS	277.780	\$76.040	\$21,122.39
BORROW					

Change Order Details:

Line Number	Item ID	Unit	Quantity	Unit Price	Extension

Reason: Borrow utilized in subgrade undercuts that took place in questionable areas along University St.

1 item Total: \$21,122.39

Time Limit Changes

Туре	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	10/31/2024	4.0 Days	11/04/2024
Substantial Completion Date				
Reason: Added scope, extra work.				
1 time limit				

Attachments

Document	Name	Description	Submission Date
BORROW.pdf	BORROW.pdf	Milestone Price Quote for the Borrow & associated work for installation.	06/14/2024 03:23 PM EDT
CHANGE_REQUEST_FOR M.pdf	CHANGE REQUEST FOR M.pdf	Milestone for letter requesting the CO for the work outlined and signed by PM Thomas G ott, also requesting 4 additional work days.	06/14/2024 03:28 PM EDT
REVISED_PRICING_CO_WIT H_BORROW.pdf	REVISED PRICING CO WIT H BORROW.pdf	Milestone Summary of costs and quantities for the 3 items associated with this CO: Common Ex., 53 Comp. Agg., Borrow.	06/14/2024 03:25 PM EDT
Undercut_Notes_02.05-06.24.txt	Undercut Notes 02.05-06.24.tx	Milestone notes supporting the measured dimensions of the areas of undercut that were us	06/14/2024
4 attachments			

Change Order Details:

Document	Name	Description	Resolution 24-51 Exhibit A Submission Date
	t	ed to calculate the volumes related to this CO.	03:26 PM EDT
4 attachments			

Not valid	until signed by the Engineer, Contractor,	and Owner
Engineer	Contractor	Board of Public Works
Title	Title	Title
Date	Date	 Date

Doc Express® Document Signing History Contract: Hopewell Phase I East Infratructure Document: change_order-15-20240502

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
06/24/2024	Judson Huber Rundell Ernstberger Associates Electronic Signature (CE Reviewed)
06/24/2024	Thomas Gott Milestone Contractors Electronic Signature (Contractor Reviewed)
	(PM Reviewed)
	(Funding Approved)
	(Engineer Reviewed)

CHANGE ORDER REQUEST FORM

HOPEWELL PH1 EAST CONTRACT NO. PROJECT

CHANGE ORDER ORIGINATION:

DOCUMENTS AFFECTED:

1 EAST
OJECT DATE OF SUBMISSION

June 10, 2024

PROJECT DESCRIPTION (route / intersection / bridge no()	PROJECT DESCRIPTION (route / intersection / bridge no(s).)		HOPEWELL PHASE 1 EAST			
CHANGE ORDER REQUEST SUMMARY DESCRIPTION		CHANGE ORDE UNIVERSITY W	ER REQUEST FOR UN	NDERCUTS/ BC	DRROW ON	
PROPOSED SOLUTION SUIV	IMARY	BORROW, THIS BORROW PRIC REVISED TO S	UNDERCUTS WERE S PRICE HAS BEEN R CING FOR MAJORITY EPARATE THE AREA NDERCUT 2' KEEPING	EVISED TO AC OF THE UNDE S THAT HAD A	COMADATE NEW RCUT AREAS. ALSO LOT OF TRASH	
NOTE: Upon request from Eng	ineer, enter de	tailed description o	n page 2.			
ONSET DATE OF CHANGE	June	10, 2024	CHANGE ORDER TYPE	104.02	Changed Conditions	
COST INCREASE / (DECREASE): \$ \$53,800.89 The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.						
CHECK APPROPRIATE BOXE						
☐ 109.03 Altered Quantition PROPOSED COST CHANGE II			e ☐ 109.05(b) Force		· ·	
PROPOSED COST CHANGE II	NCLUDES:		iai 🗀 Equipment 🗀	r Lease Agreem	ent 🖂 Subcontractor	
TIME ADJUSTMENT	IN	ICREASE / (DECRE	ASE):	(work days)	4	
CHECK APPROPRIATE BOX	ES PER APPRO	OPRIATE BASIS OI	TIME CHANGE:			
	•		□ 108.08(b) Excu		able	
SUPPLEMENTAL IN						

☑ INDOT / LPA

☐ Contractor

Resolution 24-51 Exhibit A CHANGE ORDER REQUEST FORM Click here to enter text. ☐ Contract Specifications (ref. doc name/no.) Click here to enter text. ☐ Contract Plans (ref. doc name/no.) CHANGE ORDER AFFECTS DBE PARTICIPATION: \square yes \boxtimes no (if yes, attach details) CONTRACT NO. UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL DATE RECEIVED REQUEST FOR SUBMITTAL DATE OF [Select Date] [Select Date] **ADDITIONAL DETAIL** ADDITIONAL DETAIL

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

USING SHREWSBERRYS DAILY AND NOTES ON 2/5/24 AND 2/6/24 WE HAVE REVISED OUR ORIGINAL CHANGE ORDER AMOUNT FOR THE UNDERCUTS USING A BORROW UNIT PRICE VERSES THE CONTRACT LINE ITEM FOR 53'S THAT HAD A UNIT PRICE SIGNIFICANTLY HIGHER TO HELP THE COST OF THIS CHANGE ORDER

PROPOSED SOLUTION - ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Click here to enter text.		

SIGNATURE

Contractor:

Resolution 24-51

Exhibit A

CHANGE ORDER REQUEST FORM

Name: (print) THOMAS GOTT _____

(signature) THOMAS GOTT______ Date:5/20/2023

THOMAS GOTT_____

NOTE: The Contractor should retain a signed copy of this document for record.

CONTRACT NO.

HOPEWELL PH1

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.

02/05/24

Starting at approx. Sta 13+50 - Sta 10+85 EBL failed / Sta 13+50 - 10+90 WBL failed. Shawn Hawk recommended undercutting the area from Sta 12+75 - Sta 10+85 EBL/ Sta 12+75 - Sta 10+90 WBL backfilling with 12" layer of compacted #53 stone.

Milestone undercut EBL 190'x20'x1'/ 27 = 140.74 Cys, WBL 185'x20'x1'/ 137.04 Cys. Shawn Hawk also recommended undercutting 2' depth at 20' width from approx. Sta 12+75 - Sta 13+25 EBL/ WBL and backfilling with 2 -12" lifts of compacted #53 stone. To be undercut on Tuesday 02/06/24.

02/06/24

Undercuts:

Sta 12+75 - Sta 13+25 EBL: 50'X15''X2'/27 = 55.56 Cys Sta 12+75 - Sta 13+10 WBL: 35'X15'X2'/27 = 38.89 Cys

		UNDERCUT W	ITH BORROW			
	CUBIC YARDS	EXCAVATION	TOTAL	BORROW QUANTITY	BORROW	TOTAL
2/5/2024 190X20X1/27	140.74	\$46.00	\$6,474.04	140.74	76.04	\$10,701.87
2/5/2024 185X20X1/27	137.04	\$46.00	\$6,303.84	137.04	76.04	\$10,420.52
			\$12,777.88			\$21,122.39
	UNDE	RCUTS WITH	STONE 53 BAC	KFILL		
	CUBIC YARDS	EXCAVATION	TOTAL	STONE QUANTITY	STONE	TOTAL
2/6/2024 50X15X2/27	55.56	\$46.00	\$2,555.76	101.67	\$90.00	\$9,150.73
2/6/2024 35X15X2/27	38.89	\$46.00	\$1,788.94	71.17	\$90.00	\$6,405.18
			\$4,344.70			\$15,555.92

TOTAL REVISED UNDERCUT CO PRICE \$53,800.89

Resolution 24-51

Exhibit A Page

15:26

06/07/2024

Milestone Contractors, L.P.

B20454-1P-35 HOPEWELL BORROW

Gott, Thomas

ESTIMATE SUMMARY - COSTS & BID PRICES

Bid#	Client# Bid Description	Quantity	Unit	Manhours	Labor	Equip- ment	Material	Supplies	Sub- Contract	Trucking	Direct Total	Indirect Charge	Total Cost	Total Cost Unit Price	Markup	Bala Total	nnced Bid Unit Price	Bid Price	Bid Total
1 BORROV	W	277.78	3 CY	75 0.27	5,252	4,640	9,113				19,004		19,004	68.41	2,119 10.0 %	21,123	76.04	76.04	21,122.39
Totals:				75	5,251	4,639	9,112				19,004		19,004		2,118	21,123			21,122.39
[brackete ** in fror Markup 9	etween Balanc d numbers represer at of the Biditem in 6 is shown as a per on Resource Costs	nt adjusted qua dicates a Non-	ntities] Additive		nbalance	d, F=Frozen	, C=Closin	g Biditem	(item to ab	sorb unbal	ancing dif	ferences).			2,118				
*****	** TOTAL	JOB ====>		75	5,251	4,639	9,112				19,004		19,004		2,118	21,123			21,122.39

Spread Indirects On TotalLessSub Spread Markups On Markup%Rem->IND Spread Addons&Bonds On TotalLessSub

	Selected Bono	d Table: NA	Description: NO BO	ND	
	Contract	Amount	Rate per 1000	Bon	d Amount
First:	\$	0	0.00	\$	0.00
Next:	\$	0	0.00	\$	0.00
Next:	\$	0	0.00	\$	0.00
Next:	\$	0	0.00	\$	0.00
Next:	\$	0	0.00	\$	0.00
Remai	nder:		0.00	\$	0.00
			Subtotal:	\$	0.00
Time 7	Threshold 1: () Extende	ed Time Rate 1: 0.0000 %	\$	0.00
Time 7	Threshold 2: () Extende	ed Time Rate 2: 0.0000 %	\$	0.00
Length	of Job: ()	Total Bond Amount:	\$	0.00

Bond Calculations

----Estimate Notes-----

Engineering Firm: Bid Date: Owner:

Estimator in Charge:

Desired Bid (if specified)= 0.00 Sort: Hold Acct: N Subitem: N NonAdd: N

Resolution 24-51 Exhibit A

Page 2

15:26

06/07/2024

Milestone Contractors, L.P.

B20454-1P-35 HOPEWELL BORROW

Gott, Thomas

ESTIMATE SUMMARY - COSTS & BID PRICES

Bid#	Client#	Quantity	Unit		Equip-			Sub-		Direct	Indirect	Total	Total Cost		Bal	anced Bid	Bid	Bid
	Bid Description		Manhours	Labor	ment	Material	Supplies	Contract	Trucking	Total	Charge	Cost	Unit Price	Markup	Total	Unit Price	Price	Total

Last Summary on 06/07/2024 at 3:22 PM. Last Spread on 06/07/2024 at 3:23 PM.



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description Construction of infrastructure for Hopewell Phase I East Site.

Prime Contractor Milestone Contractors, L.P

3301 S. 460 E. Laffayette, IN

Change Order 16

Status Pending

Date Created 05/02/2024

Type Scope Changes

Summary Adjustments to the sidewalk connection at the Main Entrance of Center Stone on the North side of their building.

Change Order Description With the existing conditions at the Main Entrance of Center Stone on the North Side of their building, it was desired to perform some clean up to

the planned sidewalk connection at the match line. This change will require an increase to the existing sidewalk item. Representatives from Center Stone, The City and the Contractor met on site to discuss, review and agree to a solution that would provide the desired outcome at a

minimal cost increase to the project. A time adjustment is not required for this change order and has been addressed herein.

Awarded Project Amount \$13,373,284.90

Authorized Project Amount \$13,552,509.53

Change Order Amount \$1,500.00

Revised Project Amount \$13,554,009.53

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Chang	ge	Reviso	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Descrip	tion								
0035	604-06070	SFT	\$15.000	1,814.000	\$27,210.00	100.000	\$1,500.00	1,914.000	\$28,710.00
SIDEWALK, CONC	CRETE								
Reason: Accommod	late a necessary cor	nnection rev	rision for the Center Sto	ne North Entrance	e at the match line.				
1 item			Totals		\$27,210.00		\$1,500.00		\$28,710.00

Attachments

Document	Name	Description	Submission Date
19_Hopewell_Phase_1_East_Field_Orde r_No19_Rev_2North_Cstone_Stair_U pdates2024-4-10.pdf	19 Hopewell Phase 1 East_Field Order No. 19 Rev 2 - North Cstone Stair Upda tes - 2024-4-10.pdf	Field Order 19-Rev 2. Field discussions took place to confirm the work to be performed. Input from Centerstone gave verbal direction to delete the li mestone capped concrete pier.	05/03/2024 12:41 PM EDT
1 attachment			

Not valid until signed by the Engineer, Contractor, and Owner

Engineer	Contractor	Board of Public Works
Title	Title	Title
Date	Date	Date

Doc Express® Document Signing History Contract: Hopewell Phase I East Infratructure Document: change_order-16-20240502

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
06/24/2024	Judson Huber Rundell Ernstberger Associates Electronic Signature (CE Reviewed)
06/24/2024	Thomas Gott Milestone Contractors Electronic Signature (Contractor Reviewed)
	(PM Reviewed)
	(Funding Approved)
	(Engineer Reviewed)

Field Order No. 19 REVISION 2

Date of Issuance:February 27, 2024Owner:City of BloomingtonProject Name:Hopewell Phase 1 EastContractor:Milestone Contractors LPProject Location:Bloomington, INProject Engineer:Cecil Penland

Project No: REA # 1671

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

proceeding with	this Work.	
Reference:	NA	LA101 & LA201
	Specification(s)	Drawing(s) / Detail(s)
Description:	LA101 - Site Layout Plan: Modifies the width 14'6" wide to 12' wide to avoid the existing survey. Please note the east side of the stairs is not modified. Also adds two (2'x6') ben installed by Centerstone. LA201 - Site Grading Plan: Modifies the grabased on their revised width and leaving exist LA407 - Bench Details: Adds a detail for a entrance to clean up the remnant of the existipping TO PROCEEDING WITH WALL CONST	flagpole that was not indicated on the site shifts west 2'-6". The west side of the stairs ch pads for benches to be provided and des at the north Centerstone access stairs ting concrete in place near the main door. Ilmestone pier near the main Centerstone ng wall. PROVIDE A COST FOR APROVAL
Attachments:	LA101 - Site Layout Plan LA201 - Site Grading Plan LA407 - Bench Details	

By: Engineer (Authorized Signature)

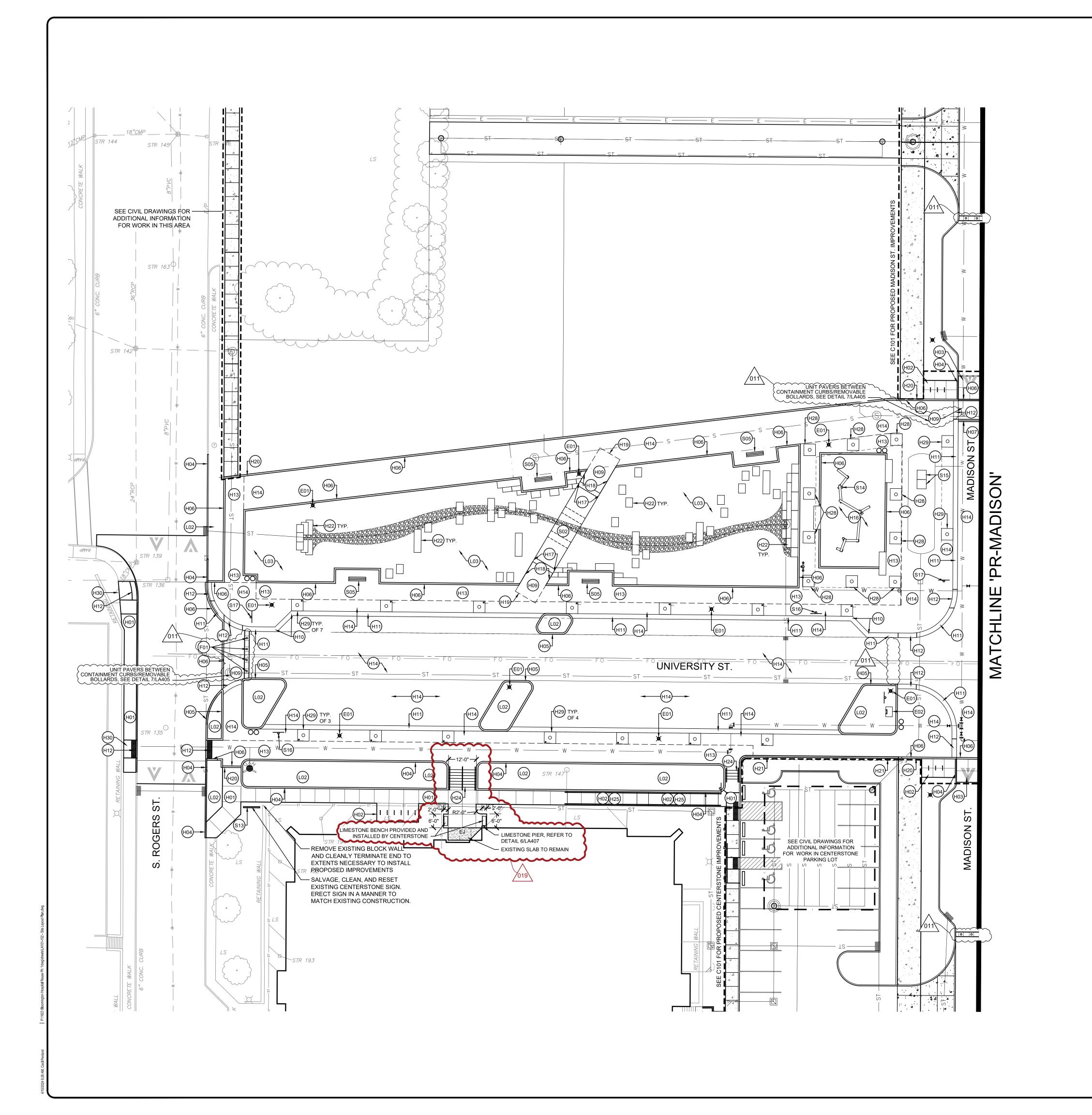
RECEIVED:

By: Contractor (Authorized Signature)

Title: Landscape Architect

Title:

Date: April 10, 2024 Date:



LAYOUT KEYNOTES

ITEM DESCRIPTION

DETAIL REFERENCE

SEE CIVIL PLANS

SEE SHEET LA402

SEE SHEET LA402

SEE CIVIL PLANS

LA413 & LA414

3/LA403

3/LA403

2/LA404

1/LA404

3/LA404

4/LA403

5/LA403

5/LA403

6/LA406

2/LA411

2/LA401

1 F01 FOOTING, REMOVABLE BOLLARD
F02 BOLLARD CONCRETE PAVEMENT

CONCRETE PAVEMENT, 4"

CONCRETE PAVEMENT, 6" 4/LA401 CONCRETE PAVEMENT, 8" 1/LA403 CURB, CONCRETE SEE CIVIL PLANS CURB, CONCRETE, MODIFIED 7/LA401 CONCRETE CONTAINMENT CURB, 8" 3/LA401 CONCRETE CONTAINMENT CURB, 12" 14/LA401 CONCRETE CONTAINMENT CURB, 24" 1/LA403 UNIT PAVERS, TYPE 1 5/LA401 UNIT PAVERS, TYPE 2 UNIT PAVERS, TYPE 3 (DIRECTIONAL PAVERS) 15, & 17/LA401

DETECTABLE WARNING SURFACE (DWS) 16, & 18/LA401 PERMEABLE PAVERS, TYPE 1 6/LA401 PERMEABLE PAVERS, TYPE 2 (VEHICULAR) 6/LA401 ARTIFICIAL TURF - STANDARD 12/LA401 ARTIFICIAL TURF - FALL RATED 13/LA401 METAL EDGE RESTRAINT, TYPE 1 METAL EDGE RESTRAINT, TYPE 2 10/LA401 METAL EDGE RESTRAINT, TYPE 3 11/LA401 8/LA401

H20 PERMEABLE PAVER/ CONCRETE PAVEMENT INTERFACE
H21 CONCRETE RETAINING WALL
H22 LIMESTONE BLOCK
H23 CONCRETE STEPS @ EVENT LAWN
H24 CONCRETE STEPS @ CENTERSTONE
H25 CONCRETE RAMP
H26 UNIT PAVER RAMP
H27 LIMESTONE BLOCK WALL

H29 PAVER GRATE, TYPE 2
H30 ACCESSIBLE CURB RAMP
H31 CONCRETE AT BUILDING THRESHOLD
H32 ASPHALT PAVEMENT, TRAIL
H33 STONE SHOULDER

PAVER GRATE, TYPE 1

L01 TURF LAWN SEE LANDSCAPE PLANS
L02 PLANTING AREA SEE LANDSCAPE PLANS
L03 PLANTING AREA, STORMWATER SEE LANDSCAPE PLANS
S01 PAVILION (ALTERNATE #1) 1/LA410

 02
 PEDESTRIAN BRIDGE
 LA409

 03
 URBAN PORCH SWING
 4/LA410

 04
 BENCH, TYPE 1
 5/LA407

 05
 BENCH, TYPE 2
 5/LA407

 06
 BENCH, TYPE 3
 1/LA407

 07
 UTILITY ACCESS TRENCH
 1/LA411

 08
 PLATFORM BENCH, TYPE 1
 1/LA408

 09
 PLATFORM BENCH, TYPE 2 (STAGE)
 LA406

S08 PLATFORM BENCH, TYPE 1
S09 PLATFORM BENCH, TYPE 2 (STAGE)
S10 NOT USED
S11 UMBRELLA ANCHOR @ PLATFORM
S12 UTILITY SCREEN WALL
S13 RELOCATED CENTERSTONE SIGN

S13 RELOCATED CENTERSTONE SIGN SEE ELECTRICAL PLANS
S14 LOG SCRAMBLE SEE SPECIFICATION
S15 UTILITY ACCESS HATCH 2/LA403
S16 RESERVED (ADA) PARKING SIGN SEE CIVIL PLANS
S17 REGULATORY SIGN SEE CIVIL PLANS

21 SITE LIGHTING SEE ELECTRICAL PLANS
22 ELECTRICAL PANEL SEE ELECTRICAL PLANS
23 TRANSFORMER ON CONCRETE PAD SEE ELECTRICAL PLANS

LAYOUT GENERAL NOTES

1. SITE LAYOUT DATE, INCLUDING COORDINATE POINTS, IS BASED ON A SURVEY PERFORMED BY OTHERS. REPORT ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS TO THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY. RUNDELL ERNSTBERGER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION.

2. IF GIVEN, OR UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FOLLOWING: FACE OF WALL, FACE OF BUILDING, FACE OF CURB, EDGE OF PAVEMENT, CENTERLINE OF PAVEMENT, OR CENTER OF LAYOUT POINT.

3. ALL CONSTRUCTION LAYOUT STAKING IS TO BE PERFORMED BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF INDIANA. LAYOUT DATA WILL BE MADE AVAILABLE TO THE CONTRACTOR IN A DIGITAL FORMAT FOR USE IN LAYOUT STAKING BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER.

4. THE SURVEYOR OR PROFESSIONAL ENGINEER EMPLOYED BY THE CONTRACTOR TO PERFORM CONSTRUCTION LAYOUT STAKING SHALL SET AND PROTECT ADDITIONAL TRAVERSE POINTS OUTSIDE THE AREAS OF CONSTRUCTION ACTIVITY IN ORDER TO MAINTAIN THE INTEGRITY OF HORIZONTAL AND VERTICAL CONTROL FOR THE SITE.

5. AS SOME OF THE HORIZONTAL CONTROL POINTS SHOWN ON THIS SURVEY AS EXISTING MAY HAVE BEEN REMOVED OR DAMAGED SINCE THEY WERE SET, THE CONTRACTOR SHALL, DURING THE BIDDING PROCESS, VERIFY THE EXISTENCE AND INTEGRITY OF THE HORIZONTAL CONTROL POINTS SHOWN HEREON. THE CONTRACTOR SHALL INCLUDE ANY WORK NECESSARY TO ESTABLISH RELIABLE LAYOUT CONTROL FOR THE PROJECT IN THE BID.

RESULTING FROM DEMOLITION OR CONSTRUCTION ACTIVITY TO EXISTING SITE ELEMENTS THAT ARE TO REMAIN. FAILURE TO REPORT OR DOCUMENT ANY DAMAGE PRIOR TO CONSTRUCTION NEAR CONSTRUCTION ACTIVITIES WILL RESULT IN REPAIRS BY THE CONTRACTOR AT NO COST TO THE OWNER.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE

7. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

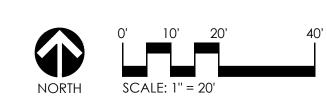
8. THE CONTRACTOR SHALL SUBMIT HORIZONTAL AND VERTICAL JOINTING PLAN TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.

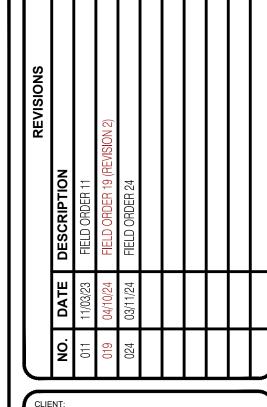
9. REFER TO SHEET LA113 - LA114 FOR FURNISHINGS PLAN.

10. REFER TO SHEET LA504 - LA505 FOR SOILS PLAN.

11. REFER TO LA103 THRU LA112 FOR PAVER LAYOUT, PATTERN, AND FINISH. EXTENTS OF STANDARD VS VEHICULAR PAVERS ARE SHOWN ON PLAN SCHEMATICALLY. TRANSITION SHALL OCCUR AT WHOLE PAVERS.

12. SEE SPECIFICATIONS FOR ALTERNATES 1 AND 2

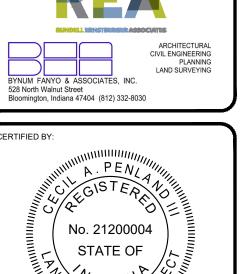




Resolution 24-51



💶 shrewsberry



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BLOOMINGTON HOSPITAL RE-USE
INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST
CITY OF BLOOMINGTON
BLOOMINGTON, INDIANA 47403

PROJECT NO.:

06/28/2023

RAWN BY:

PS, KK

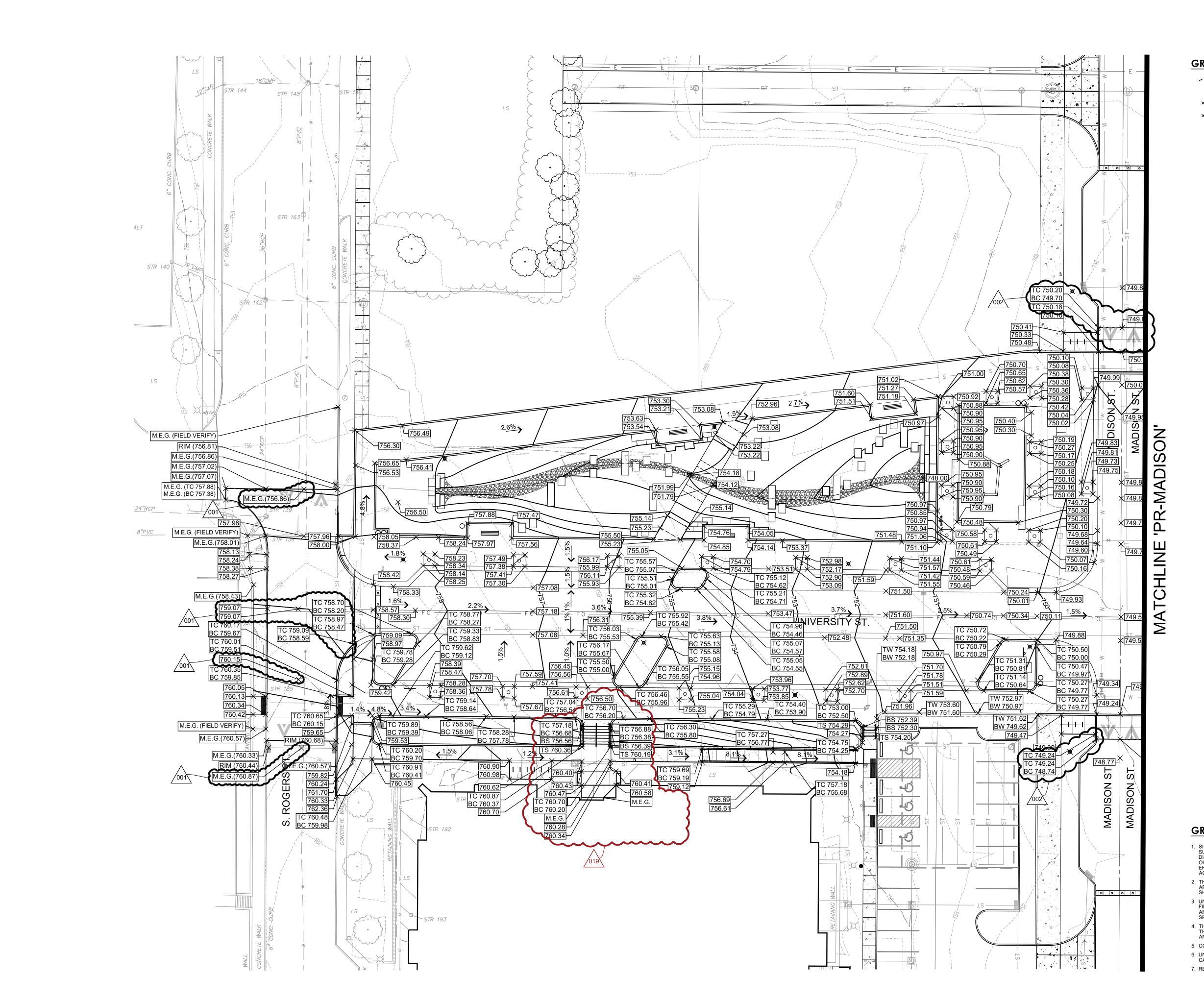
CP

RAWING STATUS:

CONSTRUCTION ISSUE SET

SITE LAYOUT PLAN

LA101

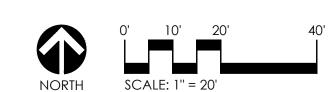


GRADING LEGEND

- EXISTING CONTOUR LINE EXISTING SPOT ELEVATION VERIFY EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION (FINISH) PROPOSED SLOPE
- PROPOSED TOP OF CURB ELEVATION PROPOSED BOTTOM OF CURB ELEVATION PROPOSED TOP OF WALL ELEVATION
- PROPOSED BOTTOM OF WALL ELEVATION PROPOSED TOP OF FRAME ELEVATION PROPOSED TOP OF STEP ELEVATION
- PROPOSED BOTTOM OF STEP ELEVATION PROPOSED TOP OF RAMP
- PROPOSED BOTTOM OF RAMP PROPOSED FLOW LINE ELEVATION
- PROPOSED HIGH POINT ELEVATION PROPOSED LOW POINT ELEVATION MEET EXISTING GRADE
- PROPOSED CONTOUR AND GRADE

GRADING GENERAL NOTES

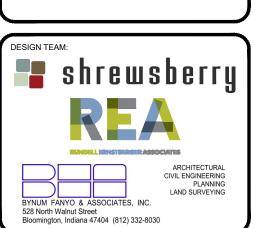
- SITE LAYOUT DATE, INCLUDING COORDINATE POINTS, IS BASED ON A
 SURVEY PERFORMED BY BYNUM, FANYO, AND ASSOCIATES. REPORT ANY
 DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS TO THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY. RUNDELL ERNSTBERGER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION.
- 2. THE CONTRACTOR SHALL REPORT IMMEDIATELY TO THE LANDSCAPE ARCHITECT ANY DISCREPANCIES BETWEEN THE EXISTING GRADES SHOWN ON THESE PLANS AND ACTUAL FIELD CONDITIONS.
- 3. UNLESS NOTED OTHERWISE, PROPOSED SPOT ELEVATIONS REPRESENT FINISH GRADE OF PAVEMENTS AND GROUND. IN LAWN OR PLANT BED AREAS, PROPOSED ELEVATIONS INDICATE REQUIRED ELEVATIONS AFTER
- 4. THE CONTRACTOR SHALL REFER TO EARTHWORK SPECIFICATIONS AND THIS SHEET FOR SUBGRADE REQUIREMENT WORK TO ACCOMMODATE AND COORDINATE TOPSOILING AND LANDSCAPE WORK.
- 5. CONFINE WORK WITHIN THE LIMITS SHOWN ON THESE PLANS. 6. UNLESS NOTED OTHERWISE, ALL EXISTING STORM AND SANITARY SEWER
- CASTINGS TO REMAIN SHALL BE ADJUSTED TO GRADE. 7. REFER TO UTILITY PLAN FOR CASTINGS AND PIPING.

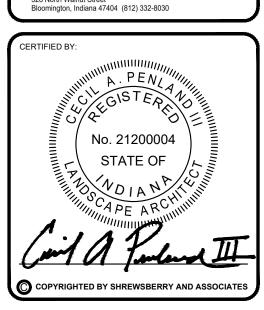


Resolution 24-51



47403



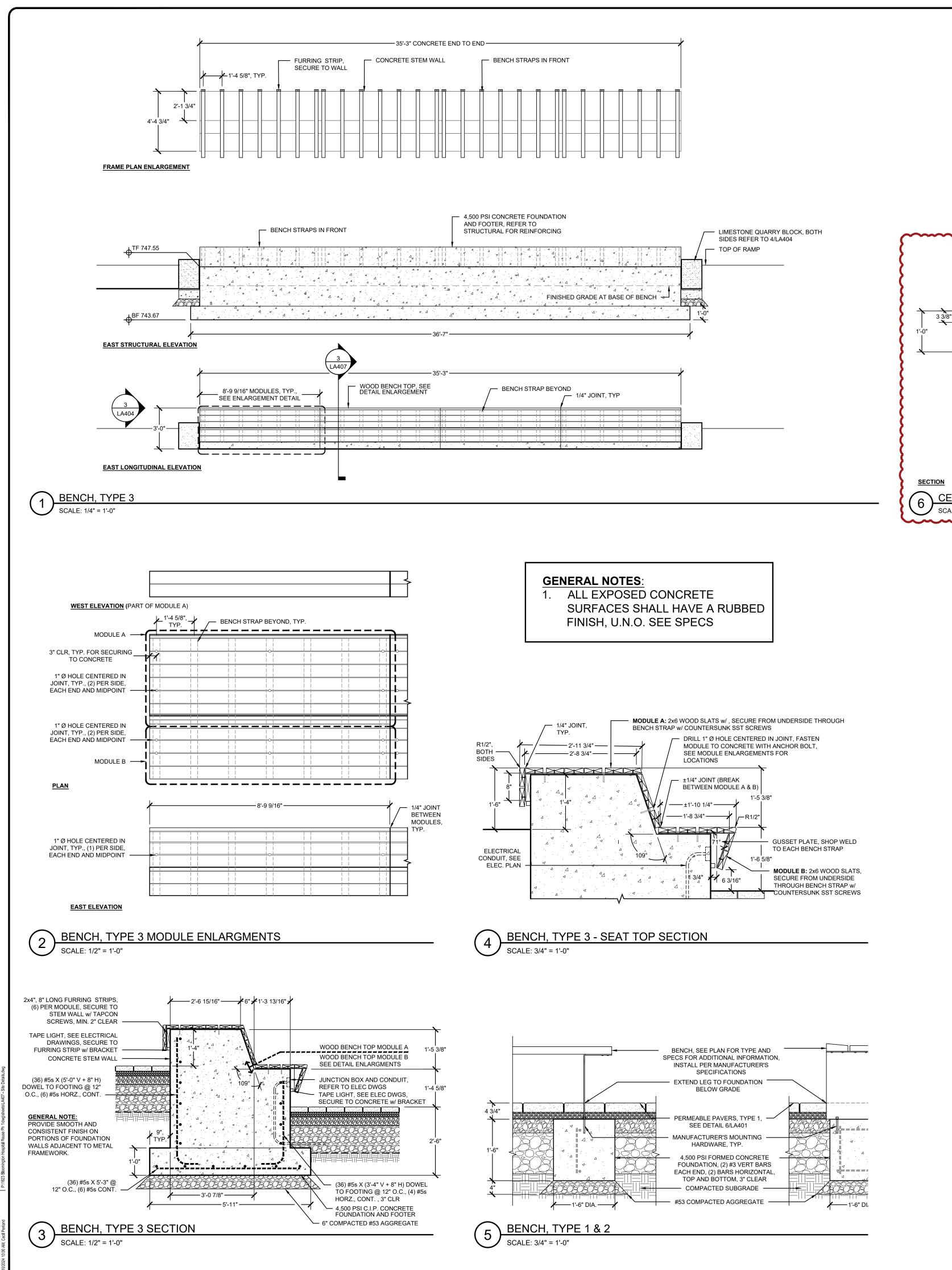


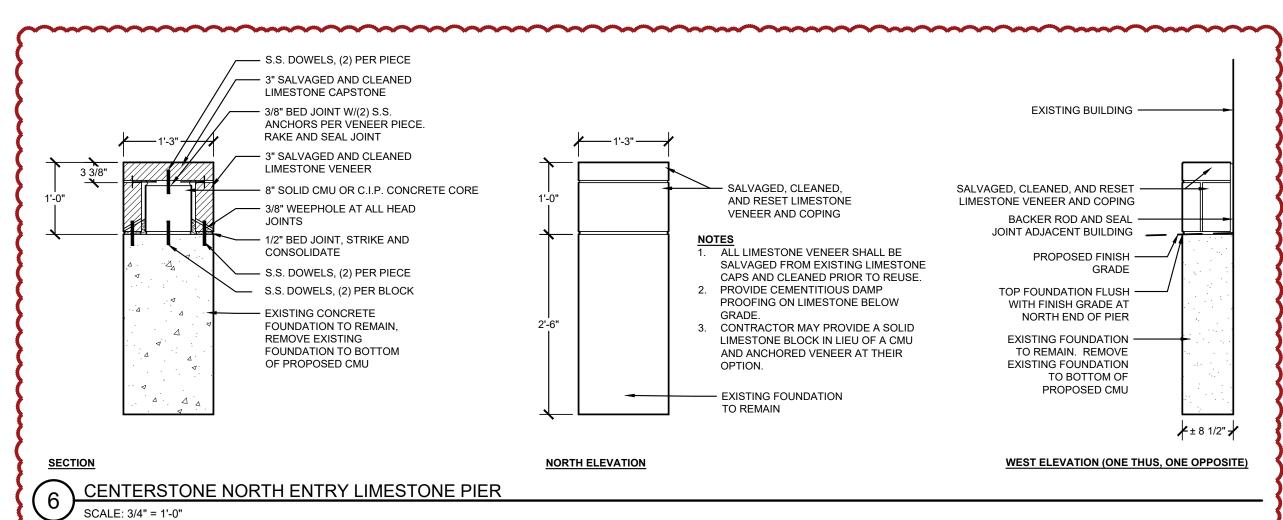
BLOOMINGTON HOSPITAL RE-USE INFRASTRUCTURE & SITE ENGINEERING PHASE 1 EAST CITY OF BLOOMINGTON BLOOMINGTON, INDIANA 47403

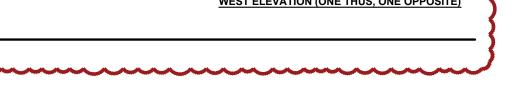
PROJECT NO.: 2021-1623 06/28/2023 PS, KK

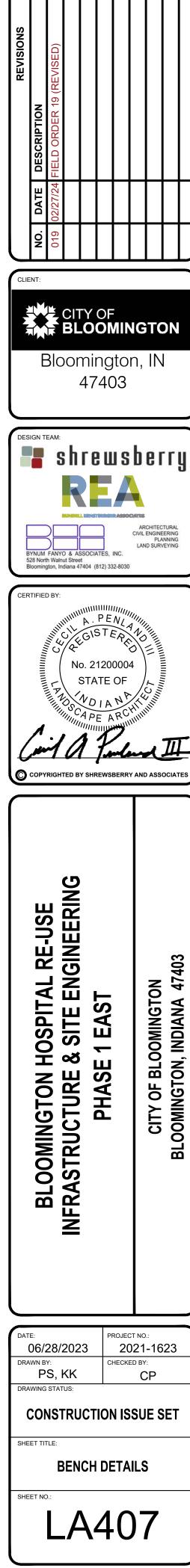
CONSTRUCTION ISSUE SET

SITE GRADING PLAN









Resolution 24-51



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description Construction of infrastructure for Hopewell Phase I East Site.

Prime Contractor Milestone Contractors, L.P

3301 S. 460 E. Laffayette, IN

Change Order 17

Status Pending

Date Created 05/02/2024

Type Changed Conditions

Summary A Culvert of Significant size that was previously unknown, was discovered in the Lot 1 Detention System.

Change Order Description While The Contractor was performing the necessary excavations with Pipe and Manhole installations as outlined for the Lot 1 Detention System,

a large concrete box type culvert was discovered in the SW corner of the area defined as the planned detention system. After much review and investigation by The City of Bloomington Engineering, The City of Bloomington Utilities (CBU), Shrewsberry Engineering, Rundell

Ernstberger Associates (REA) and The Contractor (Milestone), it was decided that Milestone would provide a unit price to remove the top of the concrete structure by breaking down in place and backfill with the existing material. As for the portion of Culvert to the East of Lot 1 work, it was agreed that Milestone would provide Time and Material pricings (T&M) that could be utilized since the end of the pipe that needs to be removed is currently unknown. City Engineering representative (Roy Aten) provided direction for Milestone to proceed as discussed and

conveyed in project correspondence. In the end, the work to the east and the west ended up being 100.0 LFT in each direction and was all handled in the same manner (crush the top of the pipe/culvert in place and backfill over the top with clean fill - Hence the 1 pay item on this CO).

A time adjustment is not required for this change order and has been addressed herein.

Awarded Project Amount \$13,373,284.90

Authorized Project Amount \$13,552,509.53

Change Order Amount \$19,222.00

Change Order Details:

Hopewell Phase I East Infrastructure

Revised Project Amount \$13,571,731.53

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0250	202-96133	LFT	200.000	\$96.110	\$19,222.00
PIPE, REMOVE					

Reason: Pipe Culvert discovered in conflict with the SW corner of the Lot 1 Detention system installation that requires removal to the West up to Rogers St. and to the east as well. The amount of pipe culvert removal is anticipated to be approximately 100.0 LFT to the East and 100.0 LFT to the West, for a total of 200.0 LFT.

1 item Total: \$19,222.00

Attachments

Document	Name	Description	Submission Date
Gott-Brodowski_3-11-24_Email_Attac	Gott-Brodowski 3-11-24 Email Attac	ATTACHMENT from Email (3-11-24) from Tom Gott of Milestone to Joe Brod owski of Metric to confirm that excavation with Lot 1 was acceptable based on a ny potential soil contaminants.	05/06/2024
h_Soil_Boring_Arsenic_MapExcava	h_Soil Boring Arsenic Map - Excavat		04:12 PM
tion_Activities.pdf	ion Activities.pdf		EDT
Gott-Brodowski_3-11-24_Email_Soi	Gott-Brodowski 3-11-24 Email_Soil	Email (3-11-24) from Tom Gott of Milestone to Joe Brodowski of Metric to con firm that excavation with Lot 1 was acceptable based on any potential soil conta minants.	05/06/2024
l_Boring_Arsenic_MapExcavatio	Boring Arsenic Map - Excavation Act		04:10 PM
n_Activities.pdf	ivities.pdf		EDT
Milestone-EXISTING_CULVERT_C	Milestone-EXISTING CULVERT C	Milestone provided Unit Cost Break Down for the proposed Pipe/Culvert Demol itions.	05/02/2024
O_BREAKDOWN.pdf	O BREAKDOWN.pdf		10:49 AM
5 attachments			

Change Order Details:

Document	Name	Description	Exhibit A Submission Date
			EDT
Milestone-TM_DEMO_Culvert_East.pd f	Milestone-TM DEMO Culvert East.p	Milestone provided costs for the Lump Sum type pricing / T&M payment metho ds.	05/02/2024 10:50 AM EDT
Roy_Aten_3-12-24_Email_to_Procee d_with_Culvert_Demo.pdf	Roy Aten 3-12-24 Email to Proceed with Culvert Demo.pdf	Roy Aten 3-12-24 Email expressing the desire and approval for Milestone to proceed with the work in the excavation and demo format.	05/06/2024 04:13 PM EDT
5 attachments			

Not valid until signed by the Engineer, Contractor, and Owner									
Engineer	Contractor	Board of Public Works							
Title	Title	Title							
Date	Date	Date							

Doc Express® Document Signing History Contract: Hopewell Phase I East Infratructure Document: change_order-17-20240502

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
06/24/2024	Judson Huber Rundell Ernstberger Associates Electronic Signature (CE Reviewed)
06/24/2024	Thomas Gott Milestone Contractors Electronic Signature (Contractor Reviewed)
	(PM Reviewed)
	(Funding Approved)
	(Engineer Reviewed)

03/12/2024

Page 1

8:35

Milestone Contractors, L.P.

Activity

B20454-1P-21 Copy of HOPEWELL PHASE I EAST - DEMO T&M

Gott, Thomas **Direct Cost Report**

> Quantity Desc Unit Equip-Sub-

Unit Supplie Contract Trucking Pcs Cost Material Resource Labor Ment

BID ITEM Land Item SCHEDULE: 100

Description = DEMO CULVERT LOT 1 T&M WORK 30.000 Takeoff Quan: 30.000 Unit = LF Engr Quan:

1	DEMO CULVERT T&M V	VORK			Quan:	30.00 L	F Hrs/	Shft:	10.00 Cal:	510 WC	C: 1	
BLANK	(Mod) Blank Crew			5.00	СН	Prod:	0.50	00 S	Lab Pcs:	3.00	Eqp Pcs:	1.00
5103	Haul Exc (HR)	1.00	10.00 HR			132.000						1,320
8EX3	Excavator - Large Cat	1.00	5.00 HR			270.000		1,350				
HSUP41-81	Hourly Superintendent 41/8	1.00	5.00 MH			108.000	811					
LAB41-81	laborers 41/81	1.00	5.00 MH			84.000	659					
OPR841	operator841	1.00	5.00 MH			108.000	818					
\$4,958.37	0.5000 MH/LF		15.00 MH			[55]	2,288	1,350				1,320
====> Iten	n Totals: 1 - I	ремо (CULVERT LO	T 1 T	&M W(ORK —						
\$4,958.37	0.5000 MH/LF		15.00 MH			[55]	2,288	1,350				1,320
165.279	30 LF						76.28	45.00	1			44.00
\$4,958.37	*** Report Totals ***		15.00 MH				2,288	1,35	0			1,320

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE% -----Calendar Codes-----

508	40 HR WEEK (5 X 8)
509	45 HR WEEK (5 X 9)
510	50 HR WEEK (5 X 10) (Default Calendar)
511	55 HR WEEK (5 X 11)
512	60 HR WEEK (5 X 12)
513	65 HR WEEK (5 X 13)
514	70 HR WEEK (5 X 14)
608	48 HR WEEK (6 X 8)
609	54 HR WEEK (6 X 9)
610	60 HR WEEK (6 X 10)
611	66 HR WEEK (6 X 11)
612	72 HR WEEK (6 X 12)
613	78 HR WEEK (6 X 13)
614	84 HR WEEK (6 X 14)
900	CATUDDAY ONLY (TIME 9-1/2)

800 SATURDAY ONLY (TIME & 1/2) SUNDAY ONLY (DOUBLE TIME) 900

^{*} on units of MH indicate average labor unit cost was used rather than base rate.

03/12/2024

Sub-

Page 1

7:27

Milestone Contractors, L.P.

Desc

Activity

Copy of HOPEWELL PHASE 1 FLO FILL CULVER B20454-1PP-2

Gott, Thomas **Direct Cost Report**

Quantity Unit Ment Material Supplie Contract Trucking Pcs Cost Labor Resource

Unit

Equip-

BID ITEM = Land Item SCHEDULE:

Description = FLO FILL CULVERT 60.000 60.000 Unit = CY Takeoff Quan: Engr Quan:

1	FLO FILL CULVERT/ WEST TO	ROGERS	Quan: 60	.00 CY Hrs/Shi	ft: 10.00 Cal:	510 WC: 1	
BLANK 2C502 8EX3 HSUP41-81 LAB OPR841	(Mod) Blank Crew Flowable Fill, Non Remova 1.00 Excavator - Large Cat 0.50 Hourly Superintendent 41/8 1.00 laborers (all except 41/81) 1.00 operator841 0.50	8.00 60.00 CY 4.00 HR 8.00 MH 8.00 MH 4.00 MH	CH 134.5 177.6 40.6 27.4 34.8	20 50 615 00 429	S Lab Pcs: 8,070	2.50 Eqp Pcs:	0.50
\$10,108.45	0.3333 MH/CY	20.00 MH	[12.53		710 8,070		
===> Item 7 \$10,108.45 168.474	Totals: 1 - FLO FI 0.3333 MH/CY 60 CY	LL CULVERT 20.00 MH	[12.53		710 8,070 11.84 134.50		

BID ITEM = Land Item SCHEDULE: 1

Description = FLO FILL CULVERT EAST OF DETENTION Unit = CY Takeoff Quan: 60.000 Engr Quan: 60.000

2	FLO FILL CULVERT EA	ST OF DI	ETENTION		Quan:	: 60.00 C	Y Hrs/S	hft:	10.00 Cal:	510 WC	: 1		
BLANK	(Mod) Blank Crew			8.00	CH	Prod:	0.800	0 S	Lab Pcs:	2.50	Eqp Pcs:	0.50	
2C5	FLOWABLE FILL	1.00	60.00 CY			134.500			8,070				
8EX3	Excavator - Large Cat	0.50	4.00 HR			177.620		710					
HSUP41-81	Hourly Superintendent 41/8	1.00	8.00 MH			40.650	615						
LAB	laborers (all except 41/81)	1.00	8.00 MH			27.400	429						
OPR841	operator841	0.50	4.00 MH			34.850	284						
\$10,108.45	0.3333 MH/C	Y	20.00 MH			[12.536]	1,328	710	8,070				
====> Item	Totals: 2 -	FLO FIL	L CULVERT	EAS	ГOFD	ETENTION							_
\$10,108.45	0.3333 MH/CY		20.00 MH			[12.536]	1,328	710	8,070				
168.474	60 CY						22.13	11.84	134.50				
100.171	00 01						22.15	11.0.	1550				

Land Item SCHEDULE: 1

BID ITEM = 3
Description = DEMO CULVERT WEST OF DETENTION 100.000 100.000 Unit = LF Takeoff Quan: Engr Quan:

3	DEMO CULVERT WEST O	OF DETE	ENTION		Ouan:	100.00 L	F Hrs/Sh	ft: 10).00 Cal:	510 WC	: 1	
												**Unreviewed
BLANK	(Mod) Blank Crew			8.00	CH	Prod:	0.8000	S	Lab Pcs:	5.00	Eqp Pcs:	4.00
81	Equipment Rent	1.00	8.00 HR			177.620		1,421				
8EX3	Excavator - Large Cat	1.00	8.00 HR			177.620		1,421				
8LO1	Loader Rubber Tired 10	1.00	8.00 HR			123.420		987				
8RO9	Roller-Sheepfoot Bomag	1.00	8.00 HR			281.110		2,249				
HSUP41-81	Hourly Superintendent 41/8	1.00	8.00 MH			40.650	615					
LAB	laborers (all except 41/81)	2.00	16.00 MH			27.400	858					
OPR181	operator181	2.00	16.00 MH			39.500	1,121					
\$8,672.37	0.4000 MH/LF		40.00 MH			[15.352]	2,594	6,078				
====> Item	Totals: 3 - D	DEMO CU	JLVERT W	EST (F DETI	ENTION						
\$8,672.37	0.4000 MH/LF		40.00 MH			[15.352]	2,594	6,078				

86.724 100 LF 25.94 60.78

03/12/2024

Page 2

7:27

Milestone Contractors, L.P.

B20454-1PP-2 Copy of HOPEWELL PHASE 1 FLO FILL CULVER

Gott, Thomas **Direct Cost Report**

Quantity Activity Desc Unit Equip-Sub-

Unit Supplie Contract Trucking Resource Pcs Cost Labor Ment Material

BID ITEM Land Item SCHEDULE: 100

DEMO CULVERT EAST OF DETENTION Unit = Takeoff Quan: 100.000100.000 Description = LF Engr Quan:

4	DEMO CULVERT EAST OF I	ETENTION	Quan:	100.00 L	F Hrs/Shft:	10.00 Cal:	510 WC	C: 1	
									**Unreviewed
BLANK	(Mod) Blank Crew	8.00) CH	Prod:	0.8000 S	Lab Pcs:	5.00	Eqp Pcs:	4.00
81	Equipment Rent 1.00	8.00 HR		177.620	1,421				
8EX3	Excavator - Large Cat 1.00	8.00 HR		177.620	1,421				
8LO1	Loader Rubber Tired 10 1.00	8.00 HR		123.420	987	,			
8RO9	Roller-Sheepfoot Bomag 1.00	8.00 HR		281.110	2,249)			
HSUP41-81	Hourly Superintendent 41/8 1.00	8.00 MH		40.650	615				
LAB	laborers (all except 41/81) 2.00	16.00 MH		27.400	858				
OPR181	operator181 2.00	16.00 MH		39.500	1,121				
\$8,672.37	0.4000 MH/LF	40.00 MH		[15.352]	2,594 6,078	;			
====> Itom	n Totals: 4 - DEM	O CULVERT EAST (OF DETI	ENTION —					
\$8,672.37	0.4000 MH/LF	40.00 MH		[15.352]	2,594 6,078	1			
86.724	100 LF	10.00 1111		[10.502]	25.94 60.78				
\$37,561.64	*** Report Totals ***	120.00 MH			7,844 13,57	7 16,140			

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE% -----Calendar Codes-----

508 40 HR WEEK (5 X 8) 509 45 HR WEEK (5 X 9) 510

50 HR WEEK (5 X 10) (Default Calendar)

511 55 HR WEEK (5 X 11) 512 60 HR WEEK (5 X 12) 513 65 HR WEEK (5 X 13) 514 70 HR WEEK (5 X 14) 608 48 HR WEEK (6 X 8) 609 54 HR WEEK (6 X 9) 610 60 HR WEEK (6 X 10) 611 66 HR WEEK (6 X 11) 612 72 HR WEEK (6 X 12) 613 78 HR WEEK (6 X 13)

614

SATURDAY ONLY (TIME & 1/2) 800

84 HR WEEK (6 X 14)

900 SUNDAY ONLY (DOUBLE TIME)

	Milestone Contractors, L.P. 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118	PCO Pricing	Sheet		Date:		March 12, 2024
	www.milestonelp.com			İ			
				P	ages:	4	

<u>To:</u>	City of Bloomington		Project:	Hopewel	l East P	hase 1	
	Attn: Cecil Penland						
			Description:	DEMO CITI	VEDTE	A CT	
			Description.	DEMO CUI	VERI E	A51	
Est. No.				ļl			
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Labor:		<u> </u>	Qty:	100	LF	<u> </u>	<u>i</u>
Total Labor Cost fro	om Estimate Sheet:						
			γ	·			
Equipment:			<u>.</u>	<u> </u>	Lab	or Subtotal	\$ 2,594.00
	ost from Estimate Sheet:			T			
					Equipme	ent Subtotal	\$ 6,078.00
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			Subco	ontractor N	/arkup	,	
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ANY ITEM NO	Γ SPECIFICALLY STATED A	BOVE SHALL BE CONSI	DERED NOT	INCLUI			
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Signature repres	sents acceptance of this Proposal	<u>.</u> ;		·			
Signed:	Tommy Gott						
Signed.	Tomany Sou		i ************************************				
Date:	March 12, 2024						
Terms:	Upon Receipt		; 				
Submitted By:		Approved By:		Ll		l	
Submitted By.	Tommy Gott	лиргочен Бу.					Date
	Y	Printed:					
							Date

	Milestone Contractors, L.P. 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118	PCO Pricing	Sheet		Date:		March 12, 2024
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<u>To:</u>	City of Bloomington		Project:	Hopewel	l East P	hase 1	
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F			<u> </u>	<u> </u>	Lab	or Subtotal	\$ 2,594.00
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Signed:	Tommy Gott						
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Date:	March 12, 2024		<u> </u>				
Terms:	Upon Receipt		<u> </u>	ļ			
Cubmitted Du		Annuoued Dee		İi			
Submitted By:	Tommy Gott	Approved By:					Date
		Printed:	 				240
							Date

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				<u>:</u>	ages.	i	<u> </u>
<u>To:</u>	City of Bloomington		<u>Project:</u>	Hopewe	ll East P	hase 1	
	Attn: Cecil Penland						
			Description:	FLO FILL	EAST OF	DETENTION	
Est. No.							
				FLO FILL	CV.		(
Labor:		<u> </u>	Qty:	10U	CY	İ	
Total Labor Cost fro	om Estimate Sheet:						
			f	1	т "1.	C1-4-4-1	\$ 1,328.00
Equipment:		<u> </u>		<u>!</u>	Lac	or Subtotal	\$ 1,328.00
	ost from Estimate Sheet:						
					Equinos	ent Subtotal	\$ 710.00
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						Subtotal	\$ 10,108.00
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						<u>Total</u>	\$ 11,202.19
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	Tommy Gott						Date
		Printed:					Data
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<u>To:</u>	City of Bloomington		<u>Project:</u>	Hopewel	ll East P	hase 1	
	Attn: Cecil Penland						
			Description:	FLO FILL	WEST TO	ROGERS	
Est. No.							
			Ref: Qty:	FLO FILL	CY		
Labor:			Qıy.	:00	CI	İ	i
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				Ĭ	Lah	or Subtotal	\$ 1,328.00
Equipment:	<u> </u>			<u>.</u>	Lau	oi Subiotai	1,526.00
Total Equipment Co	ost from Estimate Sheet:						
					Fauinme	ent Subtotal	\$ 710.00
Material:	i				Equipline	Subiotai	γ 710.00
Total Material Cost	from Estimate Sheet:						
					Mater	ial Subtotal	\$ 8,070.00
Subcontractors:					Mater	iai Subibiai	0,070.00
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				[Subtotal	\$ 10,108.00
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				Labor l	Markup	10%	\$ 132.80
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Signed:	Tommy Gott						
D.4.	March 12, 2024						
Date:	March 12, 2024						
Terms:	Upon Receipt						
Submitted By:	Tommy Gott	Approved By:					Dete
	TOMMY GOU	Printed:					Date
		11111111					Date



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description Construction of infrastructure for Hopewell Phase I East Site.

Prime Contractor Milestone Contractors, L.P

3301 S. 460 E. Laffayette, IN

Change Order 18

Status Pending

Date Created 05/02/2024

Type Changed Conditions

Summary Center Point Energy has a gas main located in the Subgrade, as well as within the Sub-Base that required some protective measures to remain in

place. Although Miller Pipeline will perform the work, Milestone will provide the sand backfill.

Change Order Description Numerous conversations, email correspondences, as well as on-site meetings have taken place to get to a final decision by Center Point Energy to

move forward with having their own contractor (Miller Pipeline) to excavate around the gas main, test the pipe coating thickness and provide the

desired protection around the pipe, including the installation of the City Provided sand backfill. Milestone was directed by The City of

Bloomington Engineering to provide the necessary sand material through the contract. This Change Order will create the payment method for

the material that Milestone will be supplying. A time adjustment is not required for this change order and has been addressed herein.

Awarded Project Amount \$13,373,284.90

Authorized Project Amount \$13,552,509.53

Change Order Amount \$514.80

Revised Project Amount \$13,553,024.33

Change Order Details:

Hopewell Phase I East Infrastructure

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0260	111-04717	TON	40.000	\$12.870	\$514.80
STOCKPILED MATERIAL:					

Reason: Sand for the backfill and protection of the 10 inch Gas Main of Center Point was agreed that it would be paid for through the contract and Milestone was directed to supply the sand through the contract.

1 item Total: \$514.80

Attachments

Document	Name	Description	Submission Date
FO_28-Centerp oint_Gas_Mort on_St_2024-0 4-01_Hopewel 1_Phase_1_Eas t.pdf	FO 28-Centerp oint Gas Morto n St_2024-0 4-01_Hopewel 1 Phase 1 Eas t.pdf	The original Field Order defined the course of action to protect the existing gas main of Centerpoint Energy located in the subgrade and in the sub-base and who was to perform the activity. A field meeting with Centerpoint, MIller Pipeline, Bloomington C ity Engineering, REA and Milestone modified the actions. Miller Pipeline would perform all necessary actions & testing necess ary, while Milestone would provide the sand for backfill to be installed by Miller. Payment to Milestone would be through the c ontract by a new CO item for material ONLY.	05/06/2024 02:35 PM EDT
Milestone_B1-1 0_IN_GAS_DI RECT_COST.p df	Milestone B 1-10 IN GAS DIRECT COS T.pdf	The Direct Material cost from Milestone for the purchase and delivery of the sand material to the jobsite.	05/02/2024 11:23 AM EDT
Milestone_B	Milestone B	Pricing from Milestone for the direct cost of the sand material, as well as the minimal allowable markup from Milestone.	05/02/2024
3 attachments			

Change Order Details:

06/24/2024

Hopewell Phase I East Infrastructure

Page 2 of 3

Document	Name	Description	Exhibit A Submission Date
2-Change_Ore r_Markup_fo r_Sand.pdf	2-Change Orer Markup for Sa nd.pdf		11:24 AM EDT
3 attachments			

Not valid until signed by the Engineer, Contractor, and Owner

Engineer	Contractor	Board of Public Works
Title	Title	Title
Date	Date	Date

Doc Express® Document Signing History Contract: Hopewell Phase I East Infratructure Document: change_order-18-20240502-Rev1

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
06/24/2024	Judson Huber Rundell Ernstberger Associates Electronic Signature (CE Reviewed)
06/24/2024	Thomas Gott Milestone Contractors Electronic Signature (Contractor Reviewed)
	(PM Reviewed)
	(Funding Approved)
	(Engineer Reviewed)

Field Order No. 28

Date of Issuance: Project Name: Project Location: Project No:	Hopewell Phase 1 East	Owner: Contractor: Project Engineer:	City of Bloomington Milestone Contractors LP Cecil Penland
Conditions Paragor Contract Time	raph 10.00, for minor changes . If Contractor considers that a for Change Order in accordan	or alterations in the W change in Contract Pr	sued in accordance with General /ork without changes in Contract Price ice or Contract Time is required, tions Paragraph 11.00, before
Reference:	N/A		N/A
	Specification(s)		Drawing(s) / Detail(s)
Description:	Centerpoint gas line in Morto A. The sequence of work shal 1. Centerpoint will insta 2. Milestone shall clear are in contact with th 3. Milestone shall coord to proceed with back 4. Milestone shall back *Milestone shall prov 5. Centerpoint will prov by Milestone. 6. Milestone shall roll of per installation met change order pricing 7. Milestone shall proces	on Street from approximate as follows: all the high hat over the all debris accumulated are pipe. dinate inspection of the still. As fill the pipe with sarvide change order price vide, at their expense out the rock guard matched specified by Centre of this work. The seed with construction contained as following of the seed with construction of the street with the rock guard matched specified by Centre of the seed with construction of the seed with construction of the seed with seed with shallowing of the seed with seed with shallowing of the seed with seed with seed with shallowing of the seed with seed with shallowing of the seed with seed with shallowing of the seed with seed with shallowing of the seed with seed with shallowing of the seed with seed wit	the complete regarding the shallow mate STA 13+50 to 14+50, Line S-6- e exposed valve at their expense. It along the pipe to ensure no stones are pipe with Centerpoint for approval and per Centerpoint's specifications. In the pipe and sand backfill enterpoint. *Milestone shall provide of Morton Street per the project plans if the subgrade as need to avoid the
Attachments:			
ISSYED: By: wi	A Parland III	RECEIV	
Engineer (A	uthorized Signature)	Contracto	r (Authorized Signature)
Title: Landscape	Architect	Title:	

Date:

CC: Roy Aten, City of Bloomington
Andrew Cibor, City of Bloomington

Date: **April 1, 2024**

Milestone Contractors, L.P.

B20454-1P-23 Copy of HOPEWELL PHASE I EAST - 10" GAS

Page 1

8:45

Gott, Thomas Direct Cost Report

Activity Desc Quantity Unit Equip- Sub-Resource Pcs Unit Cost Labor Ment Material Supplie Contract Trucking

BID ITEM = 1 Land Item SCHEDULE: 1 100

Description = SAND BACKFILL Unit = TON Takeoff Quan: 40.000 Engr Quan: 40.000

SAND FOR GAS BACKFILL 40.00 TON Hrs/Shft: 10.00 Cal: 510 WC: 1 Quan: Blank Crew 0.00 CH **Prod:** 0.0000 S Lab Pcs: 0.00 0.00 **BLANK** Eqp Pcs: 40.00 TN SAND 1.00 11.000 440 - SAND BACKFILL **Item Totals:** 1 \$440.00 [] 440 40 TON 11.00 11.000

\$440.00 *** Report Totals *** 440

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE% ------Calendar Codes-----

508 40 HR WEEK (5 X 8) 509 45 HR WEEK (5 X 9) 510 50 HR WEEK (5 X 10) (Default Calendar) 511 55 HR WEEK (5 X 11) 60 HR WEEK (5 X 12) 512 513 65 HR WEEK (5 X 13) 514 70 HR WEEK (5 X 14) 48 HR WEEK (6 X 8) 608 54 HR WEEK (6 X 9) 609 610 60 HR WEEK (6 X 10) 66 HR WEEK (6 X 11) 611 72 HR WEEK (6 X 12) 612 78 HR WEEK (6 X 13) 613 614 84 HR WEEK (6 X 14)

800 SATURDAY ONLY (TIME & 1/2) 900 SUNDAY ONLY (DOUBLE TIME)

	Milestone Contractors, L.P. 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118	PCO Pricing	Sheet		Date:		April 23,	2024
	www.milestonelp.com		 					
				F	Pages:	4		
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10:	ROY ATEN CECIL PENLAND/REA		Project:	HOPEW	ELL PE	IASE 1 EA		
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Signature repres	ents acceptance of this 110posal	•						
Signed:	Tommy Gott							
	1 22 2024		<u> </u> 					
Date:	April 23, 2024		·					
Terms:	Upon Receipt							
	A							
Submitted By:	T. G.	Approved By:						
	Tommy Gott	Duin4.d.						Date
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City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description Construction of infrastructure for Hopewell Phase I East Site.

Prime Contractor Milestone Contractors, L.P

3301 S. 460 E. Laffayette, IN

Change Order 19

Status Pending

Date Created 05/02/2024

Type Errors and Omissions

Summary The Installation of what has been referenced as The Duke Blue Line Conduits to supply power in the future to the project area.

Change Order Description The need for Power Conduits throughout the project for the future supply of the Duke Energy Utility has been broken into 2 phases that are

referenced as the Blue Lines and the Green Lines. This Change Order addresses ONLY the Blue Line portion of Conduits. Conduit locations

were shown on the plans but quantities were not included in the unit price sheet. A time adjustment is not required for this change order and has

been addressed herein.

Awarded Project Amount \$13,373,284.90

Authorized Project Amount \$13,552,509.53

Change Order Amount \$38,757.10

Revised Project Amount \$13,591,266.63

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension			
Section: 1 - Description	n							
0270	805-04973	LFT	590.000	\$65.690	\$38,757.10			
CONDUIT: Blue Line,	CONDUIT: Blue Line, 4 Inch - Sch. 40, Duke Power							

Reason: Provide power to the developemental lots in the future while limiting any excavation damages to the newly constructed Hopewell site after the project is completed.

1 item Total: \$38,757.10

Attachments

Document	Name	Description	Submission Date
FO_29-Duke_Conduits_20	FO 29-Duke Conduits_2	Field Order No. 29 is attached that defined the areas of the proposed Duke Energy conduits to carry under ground power in the future to the developed properties within the project areas. The Document breaks do wn 2 installation groups referenced as Blue Conduits and Green Conduits.	05/06/2024
24-04-05_Hopewell_Phas	024-04-05_Hopewell Pha		02:48 PM
e_1_East.pdf	se 1 East.pdf		EDT
Milestone_5-16-24_Revise	Milestone 5-16-24 Revis	Revised Pricing from Subcontractor (Electric Plus) through Prime Contractor (Milestone) in the requested LFT format.	05/29/2024
d_CO_Markup_BLUE_LI	ed CO Markup BLUE LI		01:50 PM
NE_Duke_Conduits.pdf	NE Duke Conduits.pdf		EDT
2 attachments			

Not valid until signed by the Engineer, Contractor, and Owner

Engineer	Contractor	Board of Public Works
Title	Title	Title
Date	Date	Date

Doc Express® Document Signing History Contract: Hopewell Phase I East Infratructure Document: change_order-19-20240502

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
06/24/2024	Judson Huber Rundell Ernstberger Associates Electronic Signature (CE Reviewed)
06/24/2024	Thomas Gott Milestone Contractors Electronic Signature (Contractor Reviewed)
	(PM Reviewed)
	(Funding Approved)
	(Engineer Reviewed)

Field Order No. 29

Date of Issuance:April 5, 2024Owner:City of BloomingtonProject Name:Hopewell Phase 1 EastContractor:Milestone Contractors LPProject Location:Bloomington, INProject Engineer:Cecil Penland

Project No: REA # 1671

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	N/A	N/A
	Specification(s)	Drawing(s) / Detail(s)

Description:

The Owner has requested Milestone provide a price for the installation of conduits to support Duke electrical service. See below for additional details.

- 1. Provide a price for material and labor to install conduit runs illustrated in blue within the attached exhibit per Duke standard details and specifications.
- Provide an alternate price for material and labor to install conduit runs illustrated in green within the attached exhibit per Duke standard details and specifications.
- 3. General Notes:
 - a. All Conduits shall be 4", electrical grade (gray), Schedule 40 PVC.
 - b. Duke will provide and install pull boxes at shown locations.
 - c. Contractor shall cap conduits at pull box locations.
 - d. All conduits shall be provided with pull strings.
 - e. Duke inspection of conduit is not required.
 - f. All conduits illustrated within red per the attached exhibit are already included within the scope of the pay item Electrical, System.

Attachments:

By: Engineer (Authorized Signature)

RECEIVED:

RECEIVED:

Contractor (Authorized Signature)

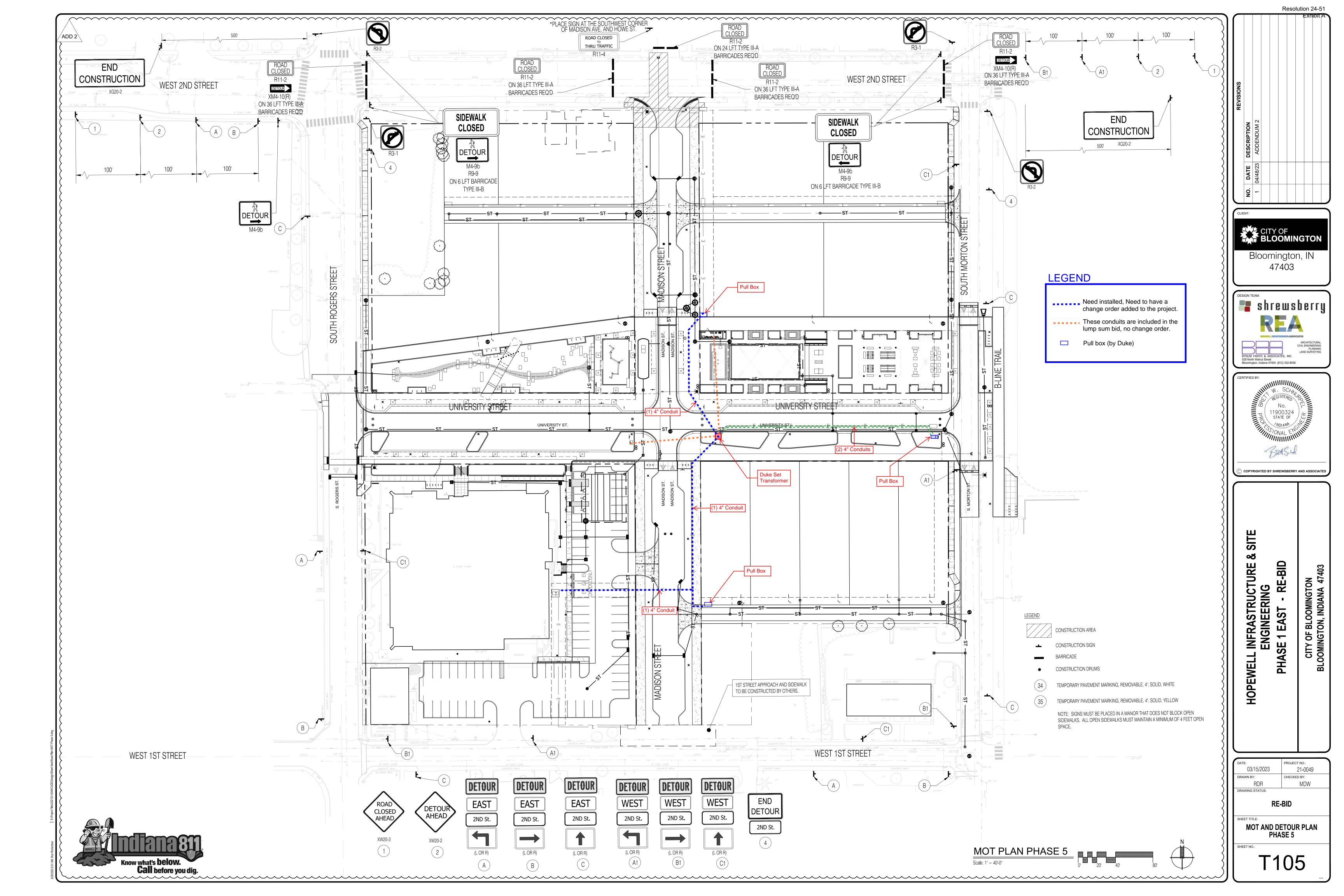
Title: Landscape Architect

Date: April 5, 2024

Date:

CC: Roy Aten, City of Bloomington

Andrew Cibor, City of Bloomington



	Milestone Contractors, L.P. 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118	PCO Pricing	Sheet					
			!		Date:		May 16, 2024	
	www.milestonelp.com				: Pages:	1		
						£	<u>!</u>	
	CECIL PENLAND/REA		Project:	HOPEW	ELL PH	ASE 1 EA	ST	
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				quipment	Markup	12%		-
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	THOMAS GOTT	Printed:					Date	······
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City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description Construction of infrastructure for Hopewell Phase I East Site.

Prime Contractor Milestone Contractors, L.P

3301 S. 460 E. Laffayette, IN

Change Order 20

Status Pending

Date Created 05/02/2024

Type Errors and Omissions

Summary The Installation of what has been referenced as The Duke Green Line Conduits to supply power in the future to the project area.

Change Order Description The need for Power Conduits throughout the project for the future supply of the Duke Energy Utility has been broken into 2 phases that are

referenced as the Blue Lines and the Green Lines. This Change Order addresses ONLY the Green Line portion of Conduits. Conduit locations were shown on the plans but were not called out for installation and quantities were not included in the unit prices. A time adjustment is not

required for this change order and has been addressed herein.

Awarded Project Amount \$13,373,284.90

Authorized Project Amount \$13,552,509.53

Change Order Amount \$25,439.10

Revised Project Amount \$13,577,948.63

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description	1				
0280	805-04973	LFT	570.000	\$44.630	\$25,439.10
CONDUIT: Green Line.	4 Inch - Sch. 40. Duke Power				

Reason: The City is providing the Electrical Conduits for use by Duke Energy to provide power to the lots that are being created for future development.

1 item Total: \$25,439.10

Attachments

Document	Name	Description	Submission Date
FO_29-Duke_Conduits_20	FO 29-Duke Conduits_20	Field Order No. 29 is attached that defined the areas of the proposed Duke Energy conduits to carry unde rground power in the future to the developed properties within the project areas. The Document breaks d own 2 installation groups referenced as Blue Conduits and Green Conduits.	05/06/2024
24-04-05_Hopewell_Phas	24-04-05_Hopewell Phas		02:51 PM
e_1_East.pdf	e 1 East.pdf		EDT
Milestone_5-17-24_Revise	Milestone 5-17-24 Revise	Unit Pricing by the LFT, as requested by The City, from Electric Plus (Subcontractor) thru Milestone (The Prime Contractor) for the Conduit identified within this CO for the future supply of the Power utility.	05/29/2024
d_CO_Markup_GREEN_L	d CO Markup GREEN LI		01:55 PM
INE_Duke_Conduits.pdf	NE Duke Conduits.pdf		EDT
2 attachments			

Not valid until signed by the Engineer, Contractor, and Owner

Engineer	Contractor	Board of Public Works
Title	Title	Title
Date	Date	Date

Doc Express® Document Signing History Contract: Hopewell Phase I East Infratructure Document: change_order-20-20240502

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
06/24/2024	Judson Huber Rundell Ernstberger Associates Electronic Signature (CE Reviewed)
06/24/2024	Thomas Gott Milestone Contractors Electronic Signature (Contractor Reviewed)
	(PM Reviewed)
	(Funding Approved)
	(Engineer Reviewed)

Field Order No. 29

Date of Issuance:April 5, 2024Owner:City of BloomingtonProject Name:Hopewell Phase 1 EastContractor:Milestone Contractors LPProject Location:Bloomington, INProject Engineer:Cecil Penland

Project No: REA # 1671

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	N/A	N/A
	Specification(s)	Drawing(s) / Detail(s)

Description:

The Owner has requested Milestone provide a price for the installation of conduits to support Duke electrical service. See below for additional details.

- 1. Provide a price for material and labor to install conduit runs illustrated in blue within the attached exhibit per Duke standard details and specifications.
- Provide an alternate price for material and labor to install conduit runs illustrated in green within the attached exhibit per Duke standard details and specifications.
- 3. General Notes:
 - a. All Conduits shall be 4", electrical grade (gray), Schedule 40 PVC.
 - b. Duke will provide and install pull boxes at shown locations.
 - c. Contractor shall cap conduits at pull box locations.
 - d. All conduits shall be provided with pull strings.
 - e. Duke inspection of conduit is not required.
 - f. All conduits illustrated within red per the attached exhibit are already included within the scope of the pay item Electrical, System.

Attachments:

By: Engineer (Authorized Signature)

RECEIVED:

RECEIVED:

Contractor (Authorized Signature)

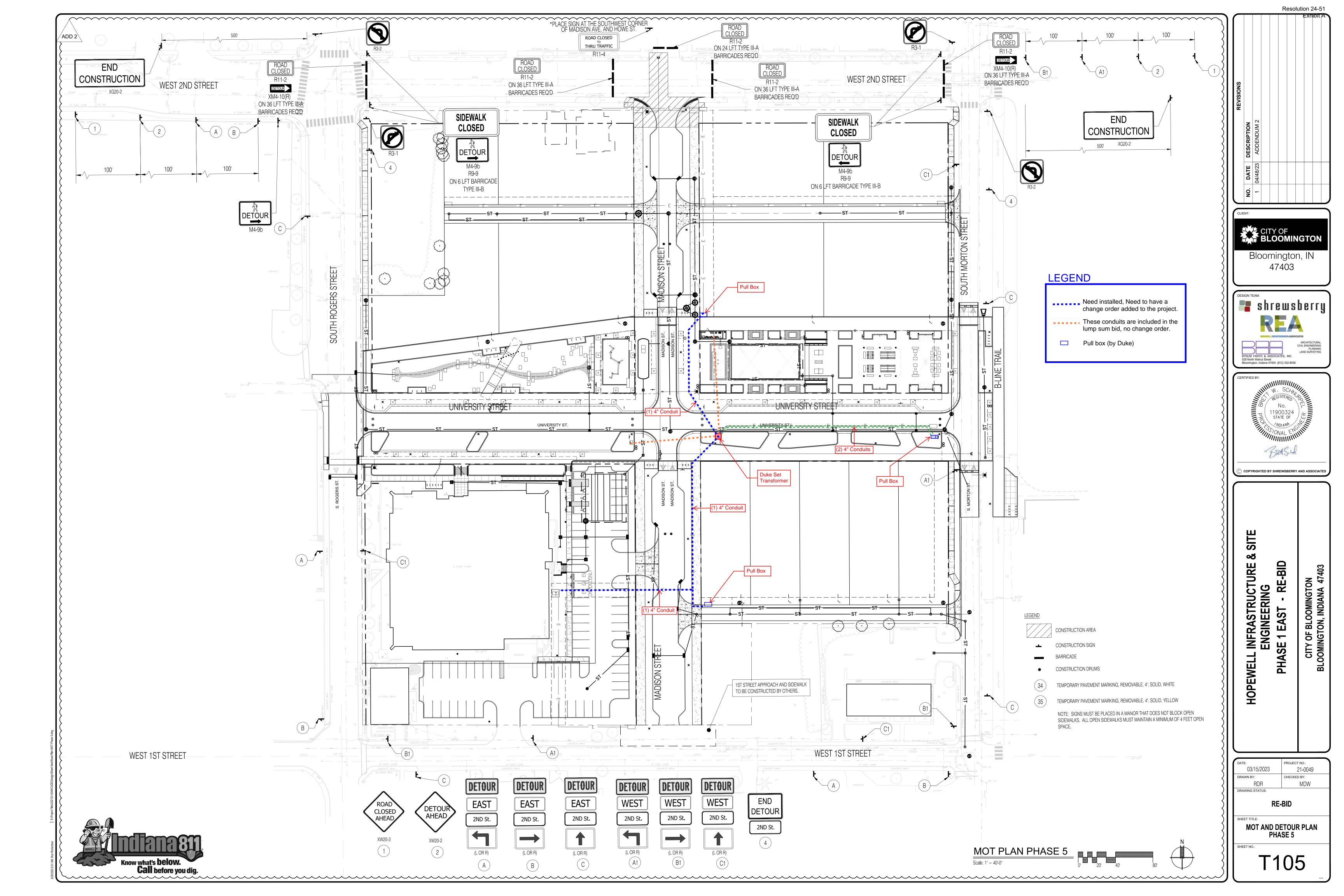
Title: Landscape Architect

Date: April 5, 2024

Date:

CC: Roy Aten, City of Bloomington

Andrew Cibor, City of Bloomington



	Milestone Contractors, L.P. 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118	PCO Pricing	Sheet		Date:		May 17, 20	124
	www.milestonelp.com				Date.		iviay 17, 20	724
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<u>To:</u>	CECIL PENLAND/REA		Project:	HOPEW	ELL PH	ASE 1 EA	ST	
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				Material	Markup	12%		-
				Trucking contract			\$	1,651.43
			Sut	Jonuaci.	.viai kup	Total		25,437.96
					1	Unit Price	\$	44.63
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Signature repres	sents acceptance of this Proposal				J N		 	
Signed:					ļ			
Date:	May 17, 2024							
Terms:	Upon Receipt					<u> </u>		
Submitted By:		Approved By:			İ	İ		
Submitted By:	THOMAS GOTT						D	ate
		Printed:						ate
		1	1				با	aic



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description Construction of infrastructure for Hopewell Phase I East Site.

Prime Contractor Milestone Contractors, L.P

3301 S. 460 E. Laffayette, IN

Change Order 21

Status Pending

Date Created 06/14/2024

Type Scope Changes

Summary The Addition of Video Inspection to be performed on the Underdrain lines, Storm Sewer runs and Sanitary Sewer Lines.

Change Order Description Video Inspection of the installed Underdrain and various other Storm and Sanitary Sewer pipe runs were not found to be included within the

Contract for the Project, it is a necessary item that will be added to the Project by way of this Change Order.

Change Order #21 will provide the addition of a new Pay Item to the Contact to compensate the Contractor for the work related to complete the

extra work described above.

No additional contract time is being considered with this Change Order.

Awarded Project Amount \$13,373,284.90

Authorized Project Amount \$13,552,509.53

Change Order Amount \$3,748.00

Revised Project Amount \$13,556,257.53

Change Order Details:

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0290	715-12363	LS	1.000	\$3,748.000	\$3,748.00
VIDEO INSPECTION FOR PIPE					

Reason: The Addition of Video Inspection to the Underdrain, Storm Sewer and Sanitary Sewer systems, as requested in Field Order #27.

1 item Total: \$3,748.00

Attachments

Document	Name	Description	Submission Date
FO_27-Video_Inspection_Services_20 24-04-01_Hopewell_Phase_1_East.pdf	FO 27-Video Inspection Services_20 24-04-01_Hopewell Phase 1 East.pdf	Field Order 27 issued to The Contractor to provide the formal request from The Owner for the submittal of a price for the added line item of Video Inspection.	06/15/2024 11:43 AM EDT
Hopewell_Quote.pdf	Hopewell Quote.pdf	LS Quote from Subcontractor Specialties to Milestone for the requested Video In spection work.	06/15/2024 11:48 AM EDT
INDOT_CHANGE_ORDER_SANITA RY_CAPCAP_AT_MAIN.pdf	INDOT CHANGE ORDER SANIT ARY CAP & CAP AT MAIN.pdf	LS Quote from Milestone for the Video Inspection work, as run through their contract as the Prime.	06/15/2024 11:49 AM EDT
3 attachments			

Not valid until signed by the Engineer, Contractor, and Owner

Engineer	Contractor	Board of Public Works
Title	Title	Title
Date	Date	Date

Doc Express® Document Signing History Contract: Hopewell Phase I East Infratructure Document: change_order-21-20240614

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
06/24/2024	Judson Huber Rundell Ernstberger Associates Electronic Signature (CE Reviewed)
06/24/2024	Thomas Gott Milestone Contractors Electronic Signature (Contractor Reviewed)
	(PM Reviewed)
	(Funding Approved)
	(Engineer Reviewed)

Field Order No. 27

Roy Aten, City of Bloomington

Andrew Cibor, City of Bloomington

CC:

Date of Issuance Project Name: Project Location: Project No:	Hopewell Phase 1 East	Owner: Contractor: Project Engineer:	City of Bloomington Milestone Contractors LP Cecil Penland
Conditions Paragor Contract Time	graph 10.00, for minor change. . If Contractor considers that a for Change Order in accordan	s or alterations in the Wo a change in Contract Prio	ued in accordance with General ork without changes in Contract Pric ce or Contract Time is required, ions Paragraph 11.00, before
Reference:	33 3111 - Public Sanitary Gravity Piping & 33 4200 -	-	
	Conveyance		N/A
	Specification(s)		Drawing(s) / Detail(s)
	Video Inspection Services sh	all meet the requireme	ction Services as a Lump Sum cost. Ints of City of Bloomington Utilities ied as method of payment as Lump
Attachments:			
ISSUED: By:	A Pulma III	RECEIVE By:	ED:
Engineer (A	authorized Signature)		(Authorized Signature)
Title: Landscape	Architect	Title:	
Date:April 1, 202	24	Date:	



Soil Stabilization - Concrete Breaking - Guardrail - Fencing Milling - Subsurface Video Inspection - Full Depth Reclamation

www.specialtiescompany.com 9350 East 30th Street Indianapolis, IN 46229

joe.hile@specialtiescompany.com

Phone: (317) 594-0291 Fax: (317) 594-0271

24 Hour Mobile: (317) 697-2774

(317) 502-6246

Quotation: Hopewell, Monroe Co, IN

To: Milestone Contractors

Date: May 9, 2024

Description	Item	Quantity	Units	Tax	Unit Price	Total
Video Inspection for Underdrain	1	3,476.00	Lft	No	\$1.00	\$3,476.00
				-	Subtotal	\$3,476.00

Quotation valid for 30 days.

DG24394

Quotation prepared by: DAVE GUNN

Subtotal	\$3,476.00
Total	\$3,476.00

This is a quotation on the goods named, subject to the conditions noted below:

- The responsibility for notification of the respective utilities concerning Specialties Company work at the jobsite is the prime contractor's.
- 2. Not responsible for damage to underground utilities not located by prime contractor.
- 3. Prices do not include any performance or payment bonds, engineering, or maintenance of traffic.
- 4. Payment to Specialties Company, LLC is required, in its entirety, within thirty days from date of invoice.
- 5. 1 Mobilization included, each additional \$500.00/each
- 6. All pipe or underdrain cleaning, if required, is to be performed by others prior to Specialties' arrival on site.
- 7. Specialties Company will not video inspect through 90 degree angles and T-joints.

	Milestone Contractors, L.P. 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118	PCO Pricing	Sheet		Date:		May 9, 202	24
	www.milestonelp.com				Date.		Way 9, 202	<u>.</u> 4
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				Trucking	Markup	12%	\$	-
			Sul	contract	Markup	7% Total		243.32 3,748.00
					ı	Unit Price		3,748.00
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	PLEASE CALL FOR CL	ARIFICATIONS OR IF A						
Signature repres	ents acceptance of this Proposal	.	!					
Signed:								
Date:	May 9, 2024							
Terms:	Upon Receipt							
Submitted By:		Approved By:		L	I	l		
Susanticu by.	THOMAS GOTT	· ·					Da	ate
		Printed:					D	ate
		<u>i</u>	1					

City of Bloomington Redevelopment Commission Amended Project Review & Approval Form

Please Note:

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

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

Project Managers: Jane Kupersmith, Andrew Cibor; Deb Kunce (JS Held)

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

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

Project Timeline:

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

Financial Information:

Estimated full cost of project:	\$37,136,248.51 \$37,824,734.40

Sources of funds:	Total: \$37,420,337.00
	\$37,875,337.00
Consolidated TIF	\$31,000,000
	\$31,455,000
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,739,311.38	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis	\$69,370	2021
	(SB Friedman)		
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt	\$82,500	2021-2022
	(Borshoff)		
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood	Est. \$285,000	2023-24
	Dev Consultant Fee		
	1g Owner's Dev. Rep. – U3	\$479,400	2023-24
	Advisors		
	1h Website Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting	\$48,217.38	2024
	for HUD funding		
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU	\$6,500,000	2018-2024
	Health		
4.	Due Diligence with	\$79,865.63	Nov.2018-Mar. 2019
	Environmental Assessment		
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,436,848.92	2020-2023
		\$7,661,848.92	
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec.
			2023
	6b. Right of Way	\$67,980	Nov. 2021 – May
	Acquisition		2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov.
			2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov.
			2023

	6e Tree Removal	\$10,800	
	6f. Construction Changes #2	\$225,000	
7.	Hopewell East	\$17,600,851.83 \$17,759,570.72	June 2021 – Dec. 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
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$158,718.89	
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7J. Observation Camera	\$23,707	2023-24
8.	Kohr Admin Redev.	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$545,645.57	
	9a Security Patrols – Marshall	\$269,657.35	2022-24
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23

12.	Jackson Street 1st to	\$2,056,560	2023-25
	University (100% design +	\$2,214,060	
	construction) and Hopewell		
	West (30% 60% Design)		
	12a. Preliminary Design	\$606,640	2023-25
	Contract – Crossroad	\$794,140	
	Engineers		
	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	
14	Demolition	\$365,152	2024
		\$369,387	
	14a. All Bldgs at Hopewell	\$353,052	
	South (Except 714 S Rogers)		
	14b. CO #1 – Hopewell	\$12,100	2024
	South ACM removal at 717-		
	719 W First St., Fairview		
	Out-building, 615 W. First		
	St., and 619 W. First St.		
	14b(ii) CO #2 – Hopewell	\$4,235	
	South		
15	714 S Rogers	Est. \$75,000	TBD
	Redevelopment		
	15a. 714 S Rogers St –	\$39,816.18	2024
	Water Damage Remediation		
	15b. Physically Secure		2024
	Entrances to Building – Ann Kriss	\$12,349.00	

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

Resolution History:

<u>2018</u>	
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
<u>2019</u>	
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

<u>2020</u>		
20-09	Approval of Amended Project Review Form	
20-09	<u> </u>	
20-12	Agreement with Master Planner – SOM Design Contract for 1st Street Reconstruction	
20-79		
	Purchase Agreement for 413 W. 2nd Street	
20-93	Approval of Phase II Assessment for 413 W. 2nd Street	
<u>2021</u>	Desire Control for Disco 1 Fort	
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	
<u>2022</u>	A 11D' (D' 1A 1E	
22-10	Amended Project Review and Approval Form	
22-13	Sustainability Consultant Agreement – Guidon	
22-30	Amendment to Purchase Agreement and Surrender Agreement	
22-36	Approval of Agreement for Demolition – Renascent, Inc.	
22-45	Approval of Agreement for Construction Inspection – REA	
22-48	Agreement for Security Patrols	
22-62	Approval of Addendum to SB Friedman Agreement	
22-86	Addendum to Design Agreement with Shrewsberry	
22-87	Change Order 1 for Phase 1 East Demolition - Renascent	
22-95	Cassady Electric Lighting Relocation Phase 1 East	
22-100	Duke Energy Utility Relocation	
22-103	Funding for Hopewell Signs	
<u>2023</u>		
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	
23-65	Amendment to add Phase I East Construction Change Order	
23-68	Amendment to add Environmental Consulting to Phase I East	
23-69	Second Amendment of Agreement for Security Patrols at Hopewell	
23-70	Approval and Support for the Pursuit of the U.S. Department of Transportation's	
	Neighborhood Access and Equity Program of the Reconnecting Communities and	
	Neighborhoods Program Grant for Hopewell	
23-86	Purchase Single Solar Trailer for Cameras at Hopewell	
23-87		
22.00	Recommendation for Demolition of Blocks 8, 9, and 10	
23-88	Recommendation for Demolition of Blocks 8, 9, and 10 Third Amendment to Agreement for Security Patrols	
23-88 23-89	Third Amendment to Agreement for Security Patrols	

Hopewell Neighborhood Approval for Funding for Site Furnishings at Hopewell 23-97 23-98 The Green Engineer LEED ND Services Contract 23-113 Change Order Package #1 for the Hopewell East Project 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell 23-115 Approval of Hopewell Post-Closing Agreement 23-116 Approval of Project Review and Approval for 1st Street Reconstruction for Hopewell 2024 24-16 Approval of Secondary Plat for Hopewell East Project 24-17 Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health 24-18 Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10. 24-19 Approval of Funding for Monitoring Service for Security Cameras at Hopewell 24-21 Fourth Amendment to Agreement for Security Patrols 24-25 Agreement with VET Environmental for 714 S Rogers Remediation 24-26 Repairs to Preserve Kohr Building for Redevelopment 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation 24-35 Approval of Change Order Package #2 for the Hopewell East Project 24-36 Approval of Hopewell West Secondary Plat 24-38 Fifth Amendment to Agreement for Security Patrols 24-41 Addendum to Agreement with VET for Environmental Services 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers 24-49 Amended Project Review and Approval Form 24-50 Approval of Additional Offering of Hopewell South Parcels 24-51 Change Order Package #3 for Hopewell East

Approved on	
By Resolution	by a vote of

To Be Completed by Redevelopment Commission Staff: