

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
SKIDMORE, OWINGS & MERRILL, LLP
FOR
MASTER PLANNING SERVICES**

This Agreement, entered into on this _____ day of March, 2020, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”), and Skidmore, Owings & Merrill, LLP (“SOM”),

WITNESSETH:

WHEREAS, in May 2018, the City entered into a purchase agreement for the current twenty-four (24) acre site of the IU Health Bloomington Hospital located in Bloomington, Indiana (“Old Hospital Site”); and

WHEREAS, the City will take possession of the Old Hospital Site when IU Health vacates the property and demolishes structures on the site, with the exception of the parking garage and possibly the Kohr Administration Building (as long as the City elects to keep it), which is scheduled to take place in late 2021; and

WHEREAS, upon taking possession, the City plans to redevelop the Old Hospital Site and

WHEREAS, the City requires the services of a professional master planners and designers to act as a consultant for the redevelopment of the Old Hospital Site (the “Services” as further defined below); and

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

WHEREAS, on November 18, 2019, the City issued a request for information for master planning and design services, where SOM was one of the respondents and demonstrated the capacity and expertise to perform the desired Services; and

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

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

Article 1. Scope of Services

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

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

SOM shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of SOM's work, SOM agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Deputy Mayor Mick Renneisen or his designee as the City's Project Manager. SOM agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by SOM for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

SOM's Services do not include services for demolition of any existing conditions nor any involvement in the detection, reporting, permitting, analysis, abatement or removal of any mold, asbestos, lead, underground storage tanks, polychlorinated biphenyl, toxic substances or any other hazardous materials as may be defined under applicable law that may be encountered within or surrounding the project site.

SOM's construction phase services are limited as set forth in this Agreement and under Exhibit A. The construction contract and the contractor's contracts with subcontractors shall include provisions (a) describing SOM's role as stated in this Agreement with respect to construction; (b) requiring the contractor to indemnify the City and SOM on account of the contractor's faults and neglect; and (c) requiring the contractor to maintain adequate insurance as to any liability that may arise out of such indemnity obligation and name the City and SOM as additional insureds on such policy.

Article 2. Standard of Care

SOM shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances. The City shall not unreasonably withhold its approval as to the adequacy of SOM's performance. Upon notice to SOM and by mutual agreement between the parties, SOM will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

SOM shall not be responsible for the performance of the construction contract or the work or products, or any defects, deficiencies or effects resulting from any contractor, subcontractor, manufacturer, supplier, fabricator, consultant retained by the City, or other third party (including anyone working or acting on behalf of any third the foregoing) that is not under the direction or control of SOM. Nothing in this Agreement shall be construed as giving SOM responsibility for or the authority to control, direct, or supervise the construction, construction means, methods, techniques, sequences or procedures, or safety precautions, measures and programs.

Article 3. Responsibilities of the City

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

Article 4. Compensation

The City shall pay SOM for all fees and expenses in an amount not to exceed a total of four hundred and ten thousand dollars (\$410,000.00) based on the fees and reimbursable payment schedule set forth in Exhibits A and B. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to SOM within forty-five (45) days of receipt of invoice. SOM may submit monthly invoices to the City upon the completion of the Services described in Article 1. Such invoices shall be prepared in a form supported by documentation as the City may reasonably require and contain an itemized listing of reimbursable expenses, when compensation is based on hourly rates, and a listing of technical labor hours and rates. Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction.

All invoices shall be sent to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

SOM shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule

SOM shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this Project Schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. When a contractor is selected, responsibility for scheduling of construction services will become the sole responsibility of the contractor.

If SOM's ability to meet any of the specific milestone dates in the Project Schedule is adversely affected by the City's actions, untimely city or other government agency approvals, the actions of the contractor or other third party, or any force majeure events, then SOM shall not be responsible for any delays caused or costs incurred by such inability to meet the milestone dates detailed in Exhibit C.

If the City chooses an accelerated project delivery schedule or fast track process, the City acknowledges that some of the effects of either process may include the necessity of making imperative and timely decisions and early or premature commitments in connection with design decisions and the issuance of incomplete and uncoordinated construction documents for permitting, bidding, and construction purposes. The City acknowledges that the Project, if developed on either basis, will likely require associated coordination, design, and re-design of various portions of the project during development of the construction documents and after construction documents are issued and the construction contract is executed that may require removal of work-in-place, all of which events may cause an increase in the construction cost or an extension of the Project Schedule.

Article 7. Termination

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

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to SOM. SOM shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the SOM for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to SOM's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by SOM in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.

Article 8. Identity of the SOM

SOM acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom SOM has represented will be responsible there for. SOM thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of SOM. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the SOM's personnel or proposed outside professional subconsultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by SOM shall represent the best judgment of SOM based upon the information currently available and upon SOM's background and experience with respect to projects of this nature. It is recognized, however, that neither SOM nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, SOM cannot and does not warrant or represent that the proposals or construction bids received will not vary from the opinions of probable construction cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by SOM pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of SOM will be at the City's sole risk and without liability or legal exposure to SOM. The City shall indemnify, defend, and hold harmless the SOM against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

SOM shall indemnify, and hold harmless the City of Bloomington, the City, and the officers, and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability to the extent, arising out of the Agreement or to the extent occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act on the part of the SOM or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

To the fullest extent permitted by law, the total aggregate liability of SOM to Client, and anyone claiming by, through or under Client in connection with or in any way related to the project or this Agreement shall in no event exceed \$1,000,000.

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

SOM 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 SOM believes that a City employee engaged in such conduct towards SOM and/or any of its employees, SOM or its employees may file a complaint with the City department head in charge of the SOM'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.

Article 22. Compliance with Laws

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

Article 23. E-Verify

SOM 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). SOM shall sign an affidavit, attached as Exhibit E, affirming that SOM 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.

SOM and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the SOM or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the SOM or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the SOM or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the SOM or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the SOM or subcontractor did not knowingly

employ an unauthorized alien. If the SOM or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new SOM. If the City terminates the contract, the SOM or subcontractor is liable to the City for actual damages.

SOM shall require any subcontractors performing work under this contract to certify to the SOM 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. SOM shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices

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

City:

City of Bloomington
Redevelopment Commission
Attn: Larry Allen
401 N. Morton, Suite 220
Bloomington, Indiana 47402

SOM:

Adam Semel, Partner
Skidmore, Owings & Merrill, LLP
224 S. Michigan Avenue
Chicago, Illinois 60604

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

[Signature page follows]

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

CITY OF BLOOMINGTON

SKIDMORE, OWINGS & MERRILL LLP

Mick Renneisen, Deputy Mayor

Adam Semel, Partner

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

Cindy Kinnarney, Secretary

EXHIBIT A

Scope of Work

Following our discussions with you, we have refined our scope of services to suit the requested 9 month schedule and integration with your already planned Zoning Mapping efforts happening alongside the services provided here. For a summary of all proposed services and timeline, please see the “Project Roadmap” included herein on pages 20-21.

We are setting out a process which we hope provides a clear and engaging path towards advancing and realizing a vision to be set through an implementable site design and masterplan which can secure development attention. Our approach will be based on an understanding of aspirations established by the RFI and leading design approaches to public realm, economics, mobility, culture and community life.

Our design will lay out a clear path for the best utilization of the site in a way that embodies the aspirations of the City and stakeholders over the next decades of growth in Bloomington.

A thorough analysis of the context and wider changes forecast for the city.

A review of existing conditions and surrounding land use, circulation and open space.

A study of the economic realities for the site and the future land uses for the project, with a particular focus on residential and retail uses.

Deep collaboration to further understand aspirations established by the vision – in the near, medium and long term.

Bringing examples of similar scales of development and design solutions from around the United States.

Technical rigor to establish site and engineering requirements.

A Master Plan that encompasses key elements for a sustainable transformation of the Site.

A flexible and compelling approach to stakeholder and public engagement.

PHASE 1: DISCOVERY AND CONFIRMATION

[9 Weeks]

1. Kick-Off and Team Building

To initiate the project, the SOM Team will meet with the City’s team and their consultants to organize the schedule, debrief on the background and history of the project and gather available information and site conditions documents. We will also use this time to talk about aspirations for the project, which may reach across design, placemaking, economic, density and sustainability goals. This will clarify drivers of the vision evolved to date and fundamental requirements.

As part of the kick-off meeting, we will also review the following elements of the project:

Scope of work

Project schedule and key milestones

Interface with consultants

Meeting schedule

Communication platforms between meetings

Project management process and protocols

Wider City and Community participation process

With your input, we will finalize the proposed schedule to establish a schedule of meetings, agendas, milestones and deliverables for the team. We anticipate frequent on-site meetings between the client and project team members and also other video and conference calls to advance the project. We will work with you to establish the most efficient and appropriately flexible schedule to align the cadence of the project.

2. Site and Context Analysis

The SOM team will carry out a comprehensive analysis of the site, including its strategic attributes relating to neighbors, institutions and downtown Bloomington. We will also review site conditions, constraints, development parameters and potential regulations that apply.

This component of the masterplan will include:

Site tour with the client team and consultants.

Review and summary of recent, relevant and available reports, studies and documents.

Research and document physical attributes and contributing features, including history, access, site conditions, topography.

Review the potential economic, sectoral and land use focus.

Identify the roadway, transit, bicycle and pedestrian framework which currently serves the site.

Confirm general conditions and availability of utilities and services necessary to serve new development.

Our conditions review will be informed by an assessment of the context of the project site within the surrounding community.

A review of the physical relationship between the development site, downtown, campus, the community, the surrounding watershed, the larger energy grid, topography, landscape design, public space strategy, and the integrated street network will inform our master plan and inform our recommendations to effectively generate growth that enhances the surrounding community.

Our conditions review will be informed by an assessment of the context of the project site within the surrounding community.

A review of the physical relationship between the development site, downtown, campus, the community, the surrounding watershed, the larger energy grid, topography, landscape design, public space strategy, and the integrated street network will inform our master plan and inform our recommendations to effectively generate growth that enhances the surrounding community.

3. Site Engineering Focus

The team will compile information relating to existing infrastructure systems, proposed development plans, proposed initiatives/masterplans/previous studies and relevant off-site capital improvement information. An assessment will detail landscape conditions that will impact infrastructure, including, but not limited to: tree canopy; circulation patterns/access requirements; the role of the open spaces; flood risk; maintenance access and subsurface conditions. A Constraints and Opportunities Plan will address infrastructure challenges. This plan will highlight the problematic zones and create a high-level infrastructure framework that will be responsive to the needs of the development. We will use this mapping exercise to promote a dialogue with stakeholders to generate appropriate evaluation criteria for development on certain areas of the site and will help to set the development goals.

4. Traffic Study Scoping

A development of this size has the potential of impacting traffic operations over a relatively large study area. Shrewsbury will lead important coordination with the Bloomington staff starting early in the project. We will discuss the vision of the project and to define the study scope and confirm Traffic Study requirements for the project.

5. Economic market analysis with focus on housing and retail

SB Friedman utilizes a data-driven approach, complemented by stakeholder and developer outreach to analyze the market potential for residential uses. We assess housing demand through research and synthesis of population cohorts by age and income, projected population growth, housing characteristics/supply, pricing and affordability, localized preferences, evolving trends, and stakeholder input. The product of our analysis will be a market-rate residential development program (by product type) that is achievable on the site, and a projection of absorption over time.

We will prepare a demand forecast model that considers all sources of retail/restaurant demand, including residents, workers, students and visitors, as well as evolving regional and national trends. The product of our analysis will be a development program that is a forecast of what a developer can realistically build on a site or how the area will evolve as

individual sites are developed. The analysis will ensure that planning concepts are feasible and will define the likely phasing and absorption of retail/restaurant development.

6. Existing Conditions Report

From this we will compile a summary Existing Conditions Report, which will summarize our findings. The Existing Conditions Report will lay the foundation for the analysis of the site's opportunities and potential for development, including review of materials regarding reuse of the Parking Deck and potential reuse of Kohr Building.

Phase 1 Community and City Engagement Meetings

Technical Review Committee (in kickoff week)

Hospital Reuse Committee (in kickoff week)

Stakeholder Listening Sessions (throughout phase)

Public Project Introduction (at conclusion of phase)

PHASE 2: GENERATING DESIGN OPTIONS

[9 Weeks]

1. Advancing Site Design

The SOM team will undertake a strategic analysis which considers the role of the site in the Bloomington city and regional context. We will also benchmark similar projects from other cities, identifying new, mixed use districts which will play a defining role in the future of their host cities. We will identify key characteristics including: capacity, mix of uses, framework and identity which can help provide ideas for implementing the project Vision. We will prepare a series of analytical diagrams that advance the vision addressing development, movement and open space and public realm structure and the potential for 'place making'. The team will work to identify potential strategies for the following factors:

Capacity: The SOM team will investigate a range of potential development capacities indicated by SBF works and create site configurations.

Identity: The mix of uses, focal points for activity, views, approaches and edges and locations for primary streets and public spaces.

Public Realm: With the potential transformation of the site into a new mixed-use district, streets and open spaces within the district will be important amenities for residents and workers.

Public Views and Linkages: Integration into the overall area, responding to the structure of neighborhoods, and strong walking and biking links.

Movement: We will investigate access and circulation concepts for: cars, transit, bicycles and pedestrians.

Sustainability Strategies: Our team is committed to achieving the most sustainable triple-bottom-line solution to the site's future as possible, and will work with the City, stakeholders, and citizens to daylight the appropriate applications of holistic sustainable thinking to the project. These key drivers may include: a carefully considered mix of programmatic uses; reduction of energy and water usage, proactive design that prioritizes pedestrian and cycling access; intelligent utility and infrastructure systems; climate appropriate design and material use recommendations; and potential for renewable energy utilization and production, amongst many other opportunities to be discussed.

This will form the basis of a key client workshop where we collectively explore refinement and approaches to specific components of the site. The workshop will be used to refine principles, and guiding concepts which the site design can be based on. At the same time, the desired development program will also be confirmed. We will prepare a summary report after the workshops which brings the discussion together and provides guiding principles for the master plan process.

2. Conceptual Masterplan Alternatives

The next step will prepare more detailed concepts that can realize the Vision. The alternatives will demonstrate key approaches to meeting the principles and objectives set. With you, we will refine the building typologies identified in the Vision addressing floorplates, site sizes, heights, and parking / service requirements.

The purpose of the alternatives will be to test and confirm directions with the client team. This process will be used to refine the Vision and define:

Relationship to the surrounding context

Development sites and configurations

Mix, distribution and scale of uses

Density approach

Potential building typologies – workspace, residential, retail, civic, institutions

Open space and public realm framework

Access, circulation and transit framework

Identity and placemaking

Sustainability responses

Alternatives will be illustrated as planning diagrams and 3D concepts. We will also prepare simple models which will allow the client team with the ability to interact with the Site Design concepts. We will also bring project references and images into the discussion to communicate potential. The right stage to investigate the first phase – which will be critical in defining the long-term identity of the redevelopment opportunity. Master plan concepts for this will be prepared.

3. Public Realm Focus

For public realm and open spaces, we will prepare:

Two Draft conceptual design options.

Up to six illustrative sections and elevations.

Four perspective sketches illustrating the basic landscape intent.

Hardscape and planting material boards to convey the landscape design intent.

Landscape elements related to pedestrian and street connectivity plan.

Outline landscape sustainability strategies.

Preliminary list of landscape information to be included in the final submittal.

4. Traffic Study

Shrewsbury will also conduct a traffic study for the redevelopment area, including existing traffic counts and predictive traffic analysis for the future development. We will assess and design any improvements necessary to the surrounding existing street grid and intersections for vehicular traffic, as well as look at the pedestrian and bicycle traffic within the redevelopment area and connections to Bloomington's already robust network.

5. Initial Infrastructure Guidelines

As we consider refinements and alternatives, we will work to build preliminary guidelines for streetscape, stormwater, and utility infrastructure that will help to shape the connectivity, maintenance and functionality of the development.

Phase 2 Community and City Engagement Meetings

Technical Review Committee (when appropriate during phase)

Hospital Reuse Committee (when appropriate during phase)

Public Options Preview (at conclusion of phase)

PHASE 3: DRAFT MASTER PLAN

[9 Weeks]

1. Draft Master Plan and Infrastructure Plan Preparation

Using all the knowledge gained in Phase 2 the project team will incorporate all feedback, including public and project stakeholders, on the multiple massing and layout scenarios into a Draft Master Plan for the site. The level of detail

incorporated in this draft will clarify the direction and key components to the client team. In addition, a schedule of areas and development will support the cost estimating and feasibility testing processes.

This will include:

Key context and site factors driving the concept.

Description of the overall vision for the site.

Land use, development mix and program.

Concept level Gross Floor Area and Floor Area Ratios.

Development blocks, footprints, and relationships.

Access and connectivity: access to the site area by highways, transit, pedestrians and bicyclists.

Internal circulation concept, transit connections, pedestrian and bicycle corridors, and recommendations on parking and reuse of existing parking deck.

Capacity analyses for roadway, utility and stormwater infrastructure.

Sustainability and response to local climate strategies.

Outline of community benefits.

This phase will uncover design and innovation opportunities while balancing cost, schedule, and budget. The team will present draft phasing options that will help the client team understand construction costs and associated timeframes. Zoning and regulatory evaluation testing will also happen at this stage led by KDS.

The deliverables will also anticipate the potential for continuing conversations with key Bloomington stakeholders, including meetings with potential developers, neighboring land owners, residents and City government. Outputs can be selected and be organized to create presentations at varying levels of detail according to the audience at this stage. Following discussion and directions we will prepare a note setting out feedback and directions for the masterplan.

2. Conceptual Public Realm and Landscape

During this phase the team will also develop a Conceptual Plan for Public Realm Landscape. The design will pay particular attention to design and maintenance strategies that activate and maintain the space throughout the day and all seasons, achieving project goals of improving accessibility and connectivity, providing human comfort, activating programming and supporting city-wide initiatives of tree canopy, stormwater management, public health and sustainability.

This will include.

A landscape plan identifying the typology of public open spaces, including streets, parks, playgrounds, and recreational facilities; identifying the hierarchy, nodes and thresholds.

Prepare two (2) illustrative conceptual design options.

3. Preliminary Design Guidelines for the Site

The SOM team will develop and present design guidelines for the refined scheme to inform appropriate scale, setbacks, materiality, and other elements that will inform the overall look and feel that proposed developments will adhere to for the site.

Phase 3 Community and City Engagement Meetings

Technical Review Committee (when appropriate during Phase)

Hospital Reuse Committee (when appropriate during Phase)

Public Presentation of Refined Plan (at conclusion of Phase)

PHASE 4: FINAL MASTER PLAN

[6 Weeks]

The SOM team will prepare a Final Master Plan based on comments and feedback in previous phases. This will refine the overall concept further, provide urban design details for Phase 1 components. Based on this and extensive discussions, we will begin to prepare a Final Masterplan Presentation and Report that will include:

Context and relationship diagrams.

Overall illustrative site plan.

Three-dimensional illustrations.

Urban design and landscape design concept diagrams illustrating site connectivity, open space, public realm strategies, relationship to adjacent neighborhoods and downtown Bloomington.

Public realm and pedestrian diagrams including the configuration of the open space system.

Land use, development mix and program.

Concept level Gross Floor Area and Floor Area Ratios.

Development blocks, footprints, and relationships.

Design guidelines for all ground-level landscape improvements including urban streetscapes, general open spaces, public plaza spaces, parking lot landscape and special landscape features, cultural landscape features, public art placement, street and landscape planting.

Landscape perspective sketches illustrating the basic landscape intent.

Prepare hardscape and planting material boards to convey the landscape design intent.

Access and connectivity: access to the site area by highways, transit, pedestrians and bicyclists.

Internal circulation concept, transit connections, pedestrian and bicycle corridors, and recommendations on Parking.

Finalize infrastructure analyses for roadway, utility and stormwater infrastructure.

Integration of site design, landscape design and utility layouts.

Phase 4 Community and City Engagement Meetings

Technical Review Committee (at midpoint of Phase)

Hospital Reuse Committee (at conclusion of Phase, prior to public Presentation)

Final Public Presentation of Plan and Guidelines (at conclusion of Phase)

PHASE 5: DEFINE ACTIONS

[3 Weeks]

In this final phase of work, our team, together with you, will outline a set of priority projects to be taken to implementation in the near term. Based on our findings, we will recommend a phased approach to site activation that respects constraints including the size of the local market and public sector financial resources. As part of this effort we will refine and record all of the works and deliverables from the previous phases into a Implementation Document, which in addition to the physical and technical design materials, will outline an overall project vision and a three-part strategy for implementation: 1) a regulatory framework and process to facilitate development, 2) economic and funding strategies for public improvements on site and surrounding development 2) a prioritization of infrastructure improvements to align a realistic and responsible capital planning process, and 3) a partnership facilitation strategy to broker discussion among developers, non-governmental agencies, private sector interests, and City Hall. 4) a recommended Zoning update for the site that aligns with your City-wide Zoning remapping occurring concurrently (led by KDS).

This phase will conclude with a presentation to your Planning Commission and City Redevelopment Committee.

Phase 5 Community and City Engagement Meetings

Planning Commission Meeting (at midpoint of phase phase)

City Redevelopment Committee Meetings (to conclude phase)

EXHIBIT B Team Fees

In addition to fees below, SOM is to be reimbursed at actual cost for travel; accommodation; professional rendering vendor fees; printing, materials, and equipment for public meetings; to an amount not to exceed \$19,000. Receipts will be provided for all reimbursed expenses. Fees and Expenses for the project are not to exceed \$410,000 without prior client approval

Project Team						Fees
SOM	CORE	KDS	SB Friedman	Merritt Chase	Shrewsberry	
\$5,840	\$1,640	\$810	\$0	\$600	\$0	\$8,890
\$6,570	\$0	\$3,240	\$0	\$2,400	\$12,800	\$25,010
\$2,920	\$0	\$0	\$52,000	\$0	\$0	\$50,920
\$5,840	\$0	\$540	\$0	\$0	\$5,000	\$11,380
\$7,300	\$32,400	\$5,400	\$0	\$0	\$0	\$45,100
\$13,140	\$15,600	\$1,620	\$0	\$2,400	\$0	\$32,760
\$2,190	\$5,530	\$3,240	\$0	\$0	\$0	\$10,960
\$26,280	\$0	\$0	\$0	\$0	\$0	\$26,280
\$730	\$0	\$0	\$0	\$0	\$1,700	\$2,430
\$730	\$0	\$0	\$0	\$0	\$20,500	\$21,230
\$10,220	\$0	\$0	\$0	\$2,400	\$3,500	\$16,120
\$5,840	\$0	\$540	\$0	\$0	\$0	\$18,380
\$4,380	\$0	\$0	\$0	\$600	\$4,500	\$9,480
\$730	\$0	\$1,620	\$0	\$0	\$0	\$2,350
\$8,030	\$0	\$0	\$0	\$600	\$0	\$8,630
\$16,060	\$1,080	\$810	\$0	\$5,000	\$0	\$22,950
\$11,680	\$0	\$405	\$0	\$3,600	\$0	\$15,685
\$1,460	\$7,080	\$810	\$0	\$0	\$0	\$9,350
\$1,460	\$2,160	\$540	\$0	\$0	\$0	\$4,160
\$0	\$0	\$1,620	\$0	\$0	\$0	\$1,620
\$365	\$2,160	\$1,620	\$0	\$0	\$0	\$4,145
\$365	\$1,080	\$1,620	\$0	\$0	\$0	\$3,065
\$730	\$0	\$5,400	\$0	\$0	\$0	\$6,130
\$1,460	\$1,640	\$540	\$800	\$500	\$1,250	\$6,190
\$5,840	\$5,895	\$2,700	\$400	\$2,000	\$2,500	\$19,335
\$5,840	\$1,440	\$3,240	\$2,200	\$1,200	\$3,000	\$16,920
\$128,480	\$56,250	\$18,225	\$52,000	\$17,600	\$48,000	\$320,555
\$2,920	\$9,240	\$1,350	\$0	\$0	\$0	\$13,510
\$1,460	\$3,240	\$10,260	\$0	\$0	\$0	\$14,960
\$13,140	\$8,975	\$6,480	\$3,400	\$3,700	\$6,750	\$42,445
\$146,000	\$77,705	\$36,315	\$55,400	\$21,300	\$54,750	\$391,470
SOM	CORE	KDS	SB Friedman	Merritt Chase	Shrewsberry	Totals

Project Schedule

PROJECT ROADMAP

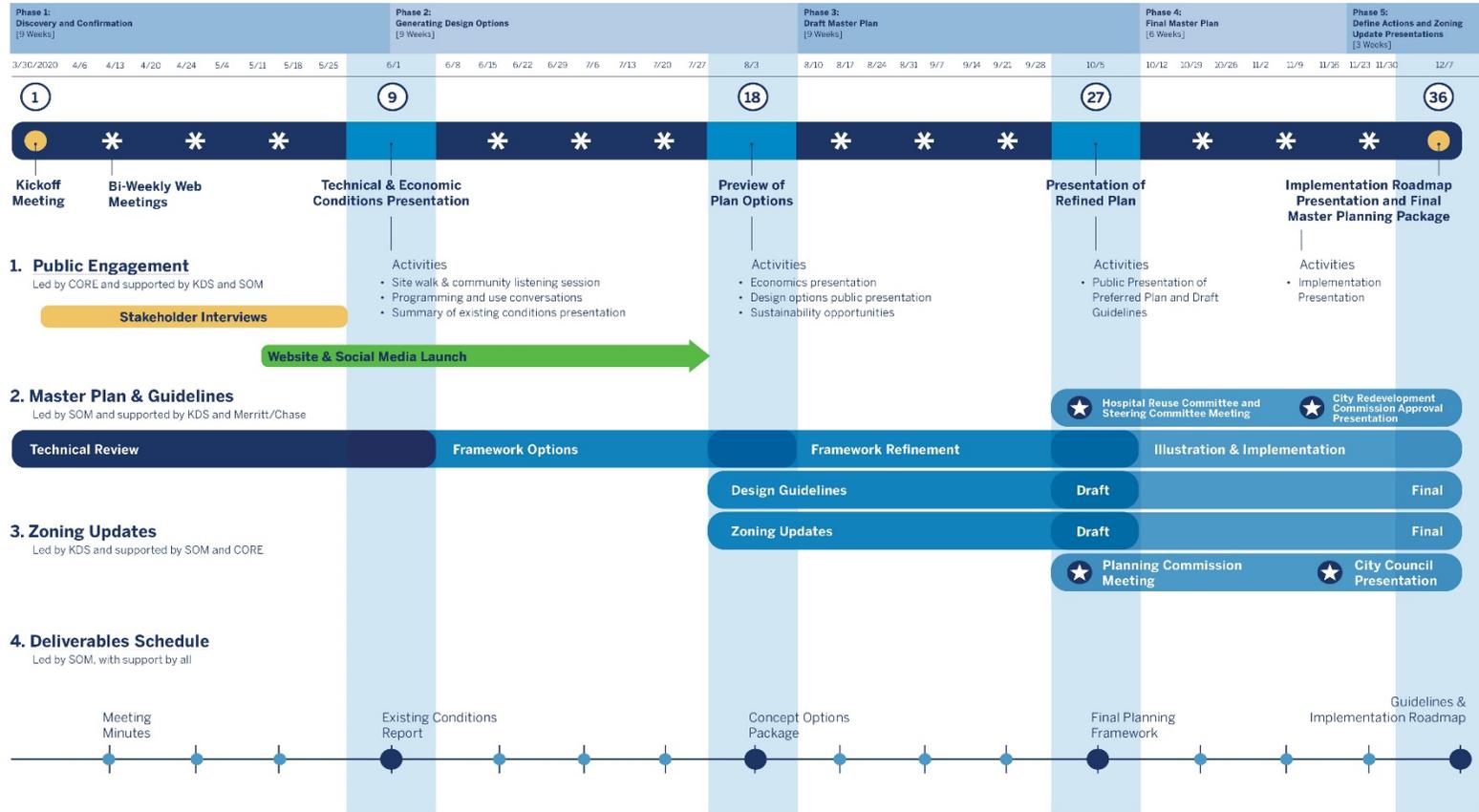


EXHIBIT D

Key Personnel

Douglas Voigt
Aaron May
Rachel Momenee

EXHIBIT F

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

SKIDMORE, OWINGS & MERRILL, LLP

By: _____

Printed Name and Title

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature

Printed Name of Notary Public

County of Residence: _____

My Commission Expires: _____