



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Dana Robert Kerr, Assistant City Attorney
DATE: October 31, 2025
RE: American Structurepoint, Inc. Feasibility Study of 714 South Rogers Street

Contract Recipient/Vendor Name:	American Structurepoint, Inc.
Department Head Initials of Approval:	Initial  Initial  Controller's Initials of Approval
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Anna Killion-Hanson
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Dana Robert Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	3/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-916 (RDC Res. 25-131)
Due Date For Signature:	ASAP
Expiration Date of Contract:	2/28/2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	NTE \$58,250.00
Funding Source:	4445-15-159001-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	
Contract Compliance Certification Complete <i>(if applicable):</i> <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	

Summary of Contract:

Feasibility study evaluating the adaptive reuse of the 714 S. Rogers Street property for potential conversion into a public safety building. The study will explore the suitability of the existing building and site for reuse, review potential space planning options for a police facility, and outline next steps that could guide future design and implementation.

**25-131
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AGREEMENT WITH
AMERICAN STRUCTUREPOINT, INC. FOR
FEASIBILITY STUDY OF 714 SOUTH ROGERS STREET FOR
REUSE AS A PUBLIC SAFETY FACILITY**

- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Legacy IU Health Bloomington Hospital Site (“Hopewell Project”), and element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site;
- WHEREAS, the RDC approved the purchase of the Hopewell Project in Resolution 18-31;
- WHEREAS, the RDC owns the property located at 714 South Rogers Street and is exploring the potential conversion of the existing building (“714 Building”) into a functional public safety facility;
- WHEREAS, in Resolution 25-43, the RDC resolved to support the investigation and due diligence of the RDC's 714 South Rogers Street property for the possible location of the Bloomington Police Department Headquarters and potentially other City of Bloomington or their partners uses and that such investigations and due diligence serves the public's best interests;
- WHEREAS, to ensure that any decision to proceed is informed by comprehensive evaluation, the RDC desires to engage a professional consulting firm to conduct a feasibility study of the property at 714 South Rogers Street;
- WHEREAS, American Structurepoint, Inc. (“Structurepoint”) has submitted a proposal to complete a feasibility study evaluating the adaptive reuse of the property for potential conversion into a public safety building;
- WHEREAS, Structurepoint will collaborate with local partner Bledsoe Riggert Cooper James (BRCJ) to provide local expertise and coordination with related work being performed by Flintlock LAB;
- WHEREAS, the feasibility study is anticipated to take approximately six to eight weeks from notice to proceed;

WHEREAS, the feasibility study will be performed for a fee not to exceed Fifty-Eight Thousand Two Hundred Fifty Dollars (\$58,250.00);

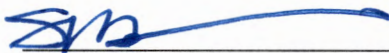
WHEREAS, in the event Structurepoint is chosen for additional architectural services for the design of the repurposing of the 714 Building, the fees for the feasibility study will be credited towards the phase of the project;

WHEREAS, the RDC has determined that the payment for such services is an appropriate use of TIF funds and will further the public's best interests and redevelopment of Hopewell South.

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

1. The Redevelopment Commission reaffirms its support for exploring the potential conversion of the existing building at 714 South Rogers Street into a functional public safety facility.
2. The Redevelopment Commission finds that the proposal by American Structurepoint, Inc., in an amount not to exceed Fifty-Eight Thousand Two Hundred Fifty Dollars (\$58,250.00) is an appropriate use of TIF funds and shall be paid from Fund 4445-15-159001-53990.
3. The Redevelopment Commission finds that the agreement with American Structurepoint, Inc. will further the public's best interests and repurposing of said building and is hereby approved.
4. The Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION



Sue Sgambelluri, Vice President

ATTEST:



John West, Secretary

11/3/25

Date

**AGREEMENT BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION AND
AMERICAN STRUCTUREPOINT, INC. FOR
FEASIBILITY STUDY OF 714 SOUTH ROGERS STREET**

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Bloomington Redevelopment Commission ("RDC") and American Structurepoint, Inc. ("Contractor") (collectively the "Parties").

1. **Scope of Services.** Contractor shall provide the services for the RDC as outlined in **Exhibit "A"** (the "Services" or "Scope of Services"). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 28th day of February, 2026.
 - c. **Termination.** In the event of a party's failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the RDC, as set forth below.
3. **Compensation.** Upon completion of all Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Fifty-Eight Thousand Two Hundred Fifty Dollars (\$58,250.00). Upon the project moving into subsequent design phases, the compensation of this initial phase will be credited toward that future phase. Contractor shall submit an invoice to the RDC upon the completion of all Services. The invoice shall be sent to: Bloomington Redevelopment Commission % the Director of the Department of Housing and Neighborhood Development, City of Bloomington, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404. Invoices may be sent via first class

mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the RDC or its designated project coordinator prior to such work being performed or expenses incurred. The RDC shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The RDC shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the RDC shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
6. **Responsibilities of the RDC.** The RDC shall provide all necessary information regarding requirements for the Services. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Director of the Department of Housing and Neighborhood Development shall act on the RDC's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "A"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the RDC to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any proposed sub-Contractors, and the RDC reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the RDC as part of the Services shall become the property of the RDC. Contractor 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 Contractor.

11. Independent Contractor Status. Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the RDC. Contractor is solely responsible for the payment and reporting of its 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.

12. Indemnification. Contractor shall indemnify and hold harmless the RDC, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/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 RDC or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. **Comprehensive General Liability Insurance.**
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. **Automobile Liability** providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. **Workers Compensation and Employers Liability** (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. **Umbrella/Excess Liability** with a required limit of \$1,000,000.
- e. **Cyber Attack and Cyber Extortion.**

- i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. Deductible (Per Occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the RDC and the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the RDC's will be called upon to contribute to a loss hereunder.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the RDC prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the RDC within ten (10) days. Approval of the insurance by the RDC shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the RDC's required proof that the insurance has been procured and is in force and paid for, the RDC shall have the right at its election to terminate the Agreement.

- 14. **Conflict of Interest.** Contractor 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. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 15. **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.
- 16. **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.

17. **Assignment.** Neither the RDC nor the Contractor may 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.
18. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
19. **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.
20. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the RDC prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the RDC. If Contractor believes that a RDC employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the RDC Department head in charge of the Contractor's work, and/or with the human resources department. The RDC takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any RDC employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
21. **Compliance with Laws.** In performing the Services under this Agreement, Contractor 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, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall sign the contract compliance certificate attached as **Exhibit "B"**.
22. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor shall sign the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
23. **Non-Collusion.** Contractor affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any

person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

TO RDC:

TO CONTRACTOR:

Bloomington Redevelopment Commission	American Structurepoint, Inc.
Attn: Director of the Department of Housing and Neighborhood Development	Attn: Brandon Hoopingarner
401 North Morton Street, Suite 130	9025 River Road, Suite 200
Bloomington, Indiana 47404	Indianapolis, Indiana 46240

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

- 25. Integration and Modification.** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
- This Agreement
 - All Exhibits.
 - 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.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of RDC and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to RDC shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

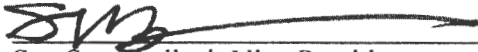
- 26. Living Wage Ordinance.** [This Section Intentionally Left Blank]

- 27. Intent and Authority to Bind.** This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

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

[Signatures are on the following page.]

Bloomington Redevelopment Commission
BY:



Sue Sgambelluri, Vice President

ATTEST:

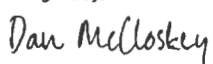


John West, Secretary

11/3/25

Date

American Structurepoint, Inc.
BY:

Signed by:

SE0E1A5C8D7948A...

Signature

Dan McCloskey
Printed

11/13/2025
Date

EXHIBIT "B"

CONTRACT COMPLIANCE REQUIREMENTS

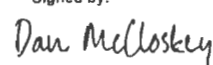
The following contract compliance requirements will be used to satisfy the requirements in BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning the contractual process.

I, Dan McCloskey [Contractor], certify that American Structurepoint, Inc [name of company] is in compliance with the contract requirements listed below:

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

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

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

Signed by:

5E0E1A5C8D7948A...

Signed/Title

Project Manager

11/13/2025

Date

EXHIBIT "C"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Project Manager of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the RDC of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signed by:

5E0E1A5C8D7948A...

Signature

Dan McCloskey

Printed Name

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES**

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

1. The undersigned has contracted with or is seeking to contract with the RDC of Bloomington to provide services.
2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that if they intend to employ anyone, they will immediately enroll in E-Verify and will use such program.

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.

Signature

Printed Name



AMERICAN
STRUCTUREPOINT
INC

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

October 24, 2025

Ms. Anna Dragovich
Capital Projects Manager
City of Bloomington, Indiana
401 N. Morton St., Suite 130
Bloomington, Indiana 47404

Re: 714 S. Rogers Street – Adaptive Reuse Assessment for a Public Safety Building
Feasibility Study Proposal

Dear Anna:

American Structurepoint, Inc., is pleased to submit this proposal for a feasibility study evaluating the adaptive reuse of the 714 S. Rogers Street property for potential conversion into a public safety building. The study will explore the suitability of the existing building and site for reuse, review potential space planning options for a police facility, and outline next steps that could guide future design and implementation. The findings will help the City of Bloomington make informed decisions regarding scope, cost, and schedule for subsequent phases.

American Structurepoint has teamed with Bledsoe Riggert Cooper James (BRCJ) to bring local insight to the development of this project. Their expertise will be focused on local ordinance/PUD review, existing utilities, stormwater review, and focused review and coordination with the Hopewell Masterplan and work being performed by Flintlock Labs for essential coordination of those efforts with the public safety site.

PROJECT UNDERSTANDING

It is our understanding that the City is exploring the conversion of the existing Rogers Street building into a functional public safety facility. The feasibility study is intended to:

- Explore whether the existing building could be adapted for reuse as an essential facility.
- Assess general building and site conditions from an architectural and structural perspective.
- Review and validate the City's preliminary program to understand what functions may fit within the building.
- Develop conceptual layouts and diagrams that illustrate program and site circulation.
- Participate in discussions with contractors to develop a rough order-of-magnitude (ROM) cost range.
- (Optional) Prepare demolition plans corresponding to the intended reuse, potentially retaining only the structural frame.
- (Optional) Conduct a property condition assessment.

Ms. Anna Dragovich

October 24, 2025

Page 2

This study will help clarify whether renovation, partial reuse, or replacement represents the most appropriate long-term path.

SCOPE OF SERVICES

A. Program Validation

1. Review and refine the preliminary program provided by the city.
2. Discuss potential adjustments based on the building's characteristics and operational needs.
3. Estimate the approximate program and parking capacity required to support the facility.

B. Building Tour and Existing Conditions Review

1. Visit the site to observe the overall building and site conditions.
2. Review available documentation provided by the city to inform the assessment.

C. Structural Evaluation

1. If existing structural drawings of the building are not available, a visual review of the existing structure will be provided in an effort to offer an opinion as to whether the existing structure might meet current building code "essential facility" requirements.
 - A. A thorough review of the structure involving penetrating radar, destructive sampling and load testing are needed to fully understand the existing structural capacity and capabilities. That effort is beyond the scope of this initial study.
2. Early structural review will inform decisions/scope of a selective demolition scope that would be appropriate to move the project forward, but not remove essential structural components.

D. Site Due Diligence

1. Conduct a preliminary review of the proposed PUD ordinance to identify any considerations that may affect redevelopment.
2. Evaluate site access, parking, and circulation at a conceptual level.
3. Identify site constraints or opportunities that could influence program placement or adjacent lot development.

E. Conceptual Site Layouts

1. Prepare conceptual site diagrams showing potential building additions and parking configurations.
2. Assess site capacity relative to program needs, access, and secure circulation.

F. Plan Diagrams

1. Develop diagrammatic floor plans illustrating how the public safety program could be organized within the existing building.
2. Identify potential modifications, additions, or demolitions that might be required to meet program needs.

G. Opinion of Cost

1. Following conceptual layouts, the team may collaborate with a city-identified construction partner to discuss high-level cost considerations to inform planning decisions. The design team encourages early engagement of a Construction Management team, to inform construction estimate information to ascertain the feasibility of the project.

Ms. Anna Dragovich

October 24, 2025

Page 3

American Structurepoint shall have no responsibility for any services or work, except as expressly identified in our agreement or as subsequently agreed to in writing. Any and all actions, communications, or work by American Structurepoint related to the project shall be subject to the terms of our agreement, except as otherwise stated by American Structurepoint. We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, for the safety of persons on or off the job site, or the schedule. We shall have no responsibility to inspect for, or remove, hazardous materials.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. American Structurepoint's services are intended for the sole benefit of the client and are not intended to create any rights or benefits for any other parties. American Structurepoint shall not be responsible for the acts or omissions of the owner, the contractor and subcontractors, and their respective agents and employees, or any other persons or entities performing work on the project who are not under the direct control or authority of American Structurepoint.

DELIVERABLES

- A. Program validation summary
- B. Conceptual site diagrams and plan layouts
- C. Outline of next steps for future design phases

SCHEDULE

The study is anticipated to take approximately six (6) weeks to eight (8) weeks from receipt of notice to proceed and receipt of the necessary background information.

COMPENSATION

Services are offered on a lump-sum basis, invoiced monthly according to percentage completion.

Total..... \$57,500

Upon the project moving into subsequent design phases, the services rendered in this initial phase would be credited toward that future phase.

REIMBURSABLE EXPENSES

The following items are considered reimbursable and will be invoiced at 1.1 times the direct cost:

- A. Mileage or travel associated with the project (one trip included in the base fee).
- B. Courier services, overnight postage, or certified mailing fees.
- C. Reproduction services for plans or specifications beyond standard coordination sets.
- D. Expenses are estimated to not exceed \$750.

CLIENT PROVIDED ITEMS AND ASSUMPTIONS

- A. Access to tour the building within the first week following notice to proceed.
- B. The city will provide any prior program information relevant to this study.
- C. Drawings will be based on documentation provided by the city (existing surveys, utilities, easements, etc.). No additional services such as new topographic studies, geotechnical investigations, or environmental Phase I/II assessments are included in this proposal. If those become necessary, they can be addressed in the next steps.

Ms. Anna Dragovich
October 24, 2025
Page 4

D. Drawings will be conceptual in nature and intended for programming and design recommendations.

ADDITIONAL SERVICES

Services outside the scope described above may be requested and would be performed only with written authorization. These may include, but are not limited to:

- 1. Demolition Documents TBD
 - a. Selective demolition scope will be determined after structural and architectural visits and general assessment of the existing building are complete.
- 2. Additional services beyond those noted above would be discussed and authorized prior to proceeding.

We look forward to collaborating with City leadership to explore viable options and identify the most effective path forward. If you have any questions, please feel free to contact us at (317) 547-5580.

American Structurepoint, Inc.

Brandon Hoopingarner, AIA, NCARB
Principal

If the terms of this proposal and attached General Conditions are agreeable, indicate your acceptance by returning a signed copy of this letter. We will consider this our notice to proceed.

Accepted by

Printed Name

Date: _____

General Conditions

These general conditions apply to the letter agreement dated October 24, 2025, referencing Proposal Number 2025.00275 by and between City of Bloomington hereinafter referred to as "Client", and American Structurepoint, Inc., 9025 River Road, Suite 200, Indianapolis, Indiana 46240, hereinafter referred to as "Consultant," wherein it is agreed as follows:

Standard of Care. The Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the Consultant.

Ownership of Documents. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory, and other reserved rights, including the copyright thereto. If desired, the Consultant shall provide the Client with a reproducible copy of final documents to be used in operation and maintenance of the project.

Access to Records. Full access to the work during the progress of the work shall be available to the Client. The Consultant and his subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement, and for three years from the date of final payment under the terms of this agreement, for inspection by the Client.

Liability for Damages. The presence of the Consultant or its employees and subconsultants at a construction/project site shall not relieve the General Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees the General Contractor shall be solely responsible for jobsite safety.

Changes in Work. In the event the Client requires a major change in scope, character, or complexity of the Consultant's services after the services have progressed as directed by the Client, adjustments in compensation to the Consultant and adjustments to time allowed for performance of the services as modified shall be negotiated by the Client and the Consultant in the exercise of their honest and reasonable judgment. The Consultant shall not commence the additional services or the change of the scope of the services until a supplemental agreement is executed and the Consultant is authorized in writing by the Client.

Insurance. The Consultant shall procure and maintain throughout the term of this agreement the following types of insurance.

- ◆ Worker's Compensation insurance as required by law
- ◆ Comprehensive General Liability insurance including contractual liability and liability arising out of the use of automobiles
- ◆ Professional Liability insurance

Payment Terms. The Consultant may submit to the Client a maximum of one invoice voucher per calendar month for work covered under this agreement. The invoice voucher shall represent the value, to the Client, of the partially completed services as of the date of the invoice voucher. Payment is due upon receipt of the invoice.

Suspension of Services. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- ◆ Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- ◆ Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- ◆ Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- ◆ Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Non-Discrimination. The Consultant and its subconsultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

Successors and Assignees. The Client and the Consultant each binds itself and its successors, executors, administrators, and assignees to the other party of this agreement, and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this agreement. Except as above set forth, neither the Client nor the Consultant shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

Supplements. This agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this agreement.

Governing Law. This agreement shall be interpreted and enforced according to the laws of the State of Indiana.

Limitation of Liability. To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.

Mediation. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.