1316 County-City Building 227 W. Jefferson Boulevard South Bend, Indiana 46601-1830



PHONE574/235-9251FAX574/235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR BOARD OF PUBLIC WORKS

May 11, 2021

Mr. Tony Halsey KRG Eddy Street Land III, LLC 30 S. Meridian St., Suite 1100 Indianapolis, IN 46204 thalsey@kiterealty.com

RE: Memorandum of Understanding

Dear Mr. Halsey:

At its May 11, 2021 meeting, the Board of Public Works approved the above referenced Memorandum of Understanding for reimbursement related to Howard St. & Corby Blvd. Streetscape Improvements in the amount of \$71,221.46.

Enclosed please find a copy of the memorandum for your records.

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

/s/ Anne Fuchs

Anne Fuchs, Clerk

Enclosures AF/lh

MEMORANDUM OF UNDERSTANDING FOR REIMBURSEMENT

This Memorandum of Understanding for Reimbursement (the "Agreement") is made by and between the City of South Bend, Indiana, acting by and through its Board of Public Works (collectively, the "City"), and KRG Eddy Street Land III, LLC, an Indiana limited liability company (hereinafter, "KRG"), to be effective as of the date same is fully executed by both parties (the "Effective Date").

WHEREAS, since 2016, KRG has developed certain land along Eddy Street from Angela Boulevard to Corby Street in South Bend, Indiana (the "Project"); and

WHEREAS, a portion of KRG's Project included installation of public utilities including but not limited to water main, hydrants and valves, water services, sanitary sewer and structures, and sewer laterals along Howard Street from State Route 23 to Frances Street, for which KRG has engaged or will engage the services of an underground utilities installation contractor; and

WHEREAS, to install the public utilities, KRG's contractor made an approximately fifteen (15) foot wide excavation in the east bound lanes of Howard Street; and

WHEREAS, the City made plans retroactively to mill and resurface the pavement and install traffic calming improvements along Howard Street as part of a City project in order to accommodate increased vehicular, bicycle, and pedestrian traffic as a result of the developments by KRG; and

WHEREAS, KRG had knowledge of the City's planned improvements related to Howard Street, and the City proposed to perform the pavement replacement and traffic improvements with KRG reimbursing the City for the costs incurred by the City for pavement replacement and other work required to complete that portion of the Project. **NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby covenant and agree as follows:

1. The City agrees to perform or cause to be performed certain work in Howard Street, including but not limited to pavement replacement, curb removal and installation between State Route 23 and the Eddy Street intersection, loops and detector installation, pavement striping and markings, lighting and electrical conduit installation, and tree installation on Howard Street in the locations depicted on drawings set forth as <u>Exhibit A</u>, which are incorporated herein by reference and attachment (the "Howard Street Project").

2. The parties acknowledge that the City awarded a bid for the Howard Street Project on May 11, 2021, to lowest responsible and responsive bidder (the "Contractor") in the amount of \$574,000 (the "Contract Amount"), as set forth more specifically in <u>Exhibit B</u>, which is attached hereto and incorporated herein by reference. KRG agrees to reimburse the City in the amount of \$71,221.46 for certain work contained within the Howard Street Project, as detailed on <u>Exhibit C</u>, within sixty-five (65) days from the effective date of this Agreement. The City shall require the Contractor to provide a performance bond for One Hundred Twenty-five Percent (125%) of the Contract Amount. The City shall hold such performance bond until it accepts a completion affidavit and receives a three (3)-year maintenance bond with a value of Ten Percent (10%) of the final contract value and a lien waiver. Further, following the payment of such reimbursement by KRG, the City shall cause any necessary repairs to be made to the Howard Street Project promptly following KRG's written notice of the need for such repairs.

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3. The parties agree and stipulate that each party shall bear its own costs, expenses and attorneys' fees in relation to this Agreement.

4. This Agreement, including all exhibits, schedules and attachments, contains the entire agreement between the parties and no representations, warranties or covenants not contained or provided for herein shall be binding upon any party.

5. This Agreement shall be governed by the laws of the State of Indiana.

6. This Agreement is and shall be deemed jointly drafted and written by all parties to it and shall not be construed or interpreted against the party originating or preparing it.

7. This Agreement shall be binding upon the parties hereto, their administrators, executors, heirs and assigns.

8. If any part, term or provision of this Agreement shall be deemed to be prohibited, invalid, or unenforceable by any applicable law, such a provision shall be replaced by a provision which comes as close as possible to the intended result of the invalid provision, and the economic purpose thereof, and which it is valid and enforceable. The invalidity of any part, term, provision of this Agreement shall not invalidate or affect the remaining parts, terms or provisions hereof and all such remaining parts, terms and provisions shall remain in full force and effect.

9. This Agreement may be executed in any number of identical counterparts, all of which, when taken together, shall constitute the same instrument. A copy of the executed Agreement (in electronic form or otherwise) shall be deemed an original for all relevant purposes. The exchange of copies of the executed Agreement by electronic mail or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall constitute effective execution and delivery of this Agreement. Signatures of any parties hereto transmitted electronically shall be deemed to be their original signatures for all purposes.

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10. Each party represents the requisite authority to enter into this Agreement and fulfill the obligations herein.

[Signatures on following page]

IN WITNESS WHEREOF, each of

the parties or their duly authorized officers

or agents executed this Agreement as of the

last date set forth below.

KRG Eddy Street Land III, LLC 30 South Meridian Street, Ste. 1100 Indianapolis, IN 46204

KRG Representative

Print

Sr. Viel

Title

Date: 5.5.21

CITY OF SOUTH BEND, INDIANA BOARD OF PUBLIC WORKS

County-City Building 227 W. Jefferson Blvd., Ste., 1308 South Bend, Indiana 46601

CITY OF SOUTH BEND, INDIANA BOARD OF PUBLIC WORKS

Tallak

Elizabeth A. Maradik, President

Dry a Hild

Gary A. Gilot, Member

ZM

Joseph R. Molnar, Member



Jordan V. Gathers, Member

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Murray L. Miller, Member

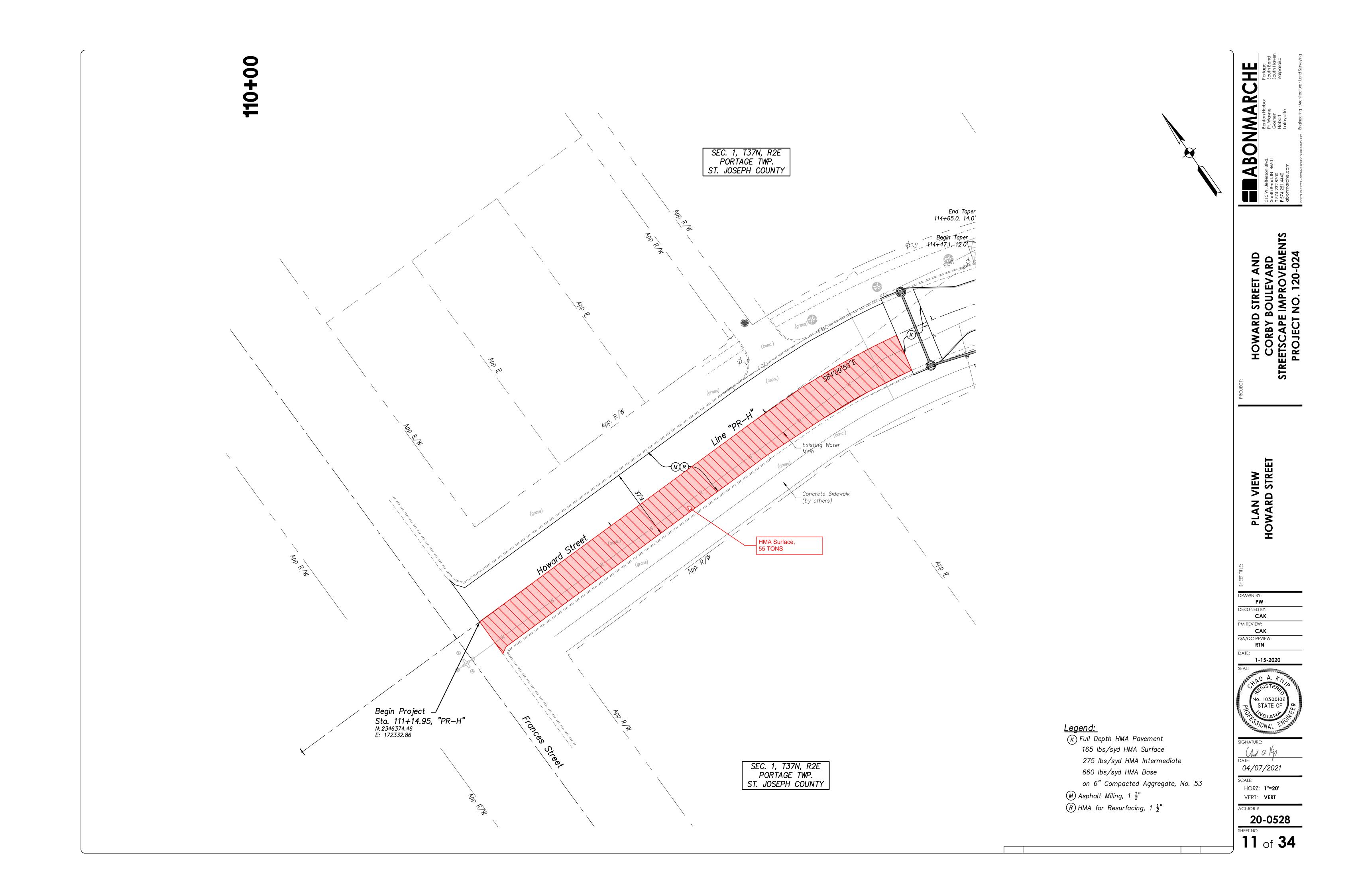
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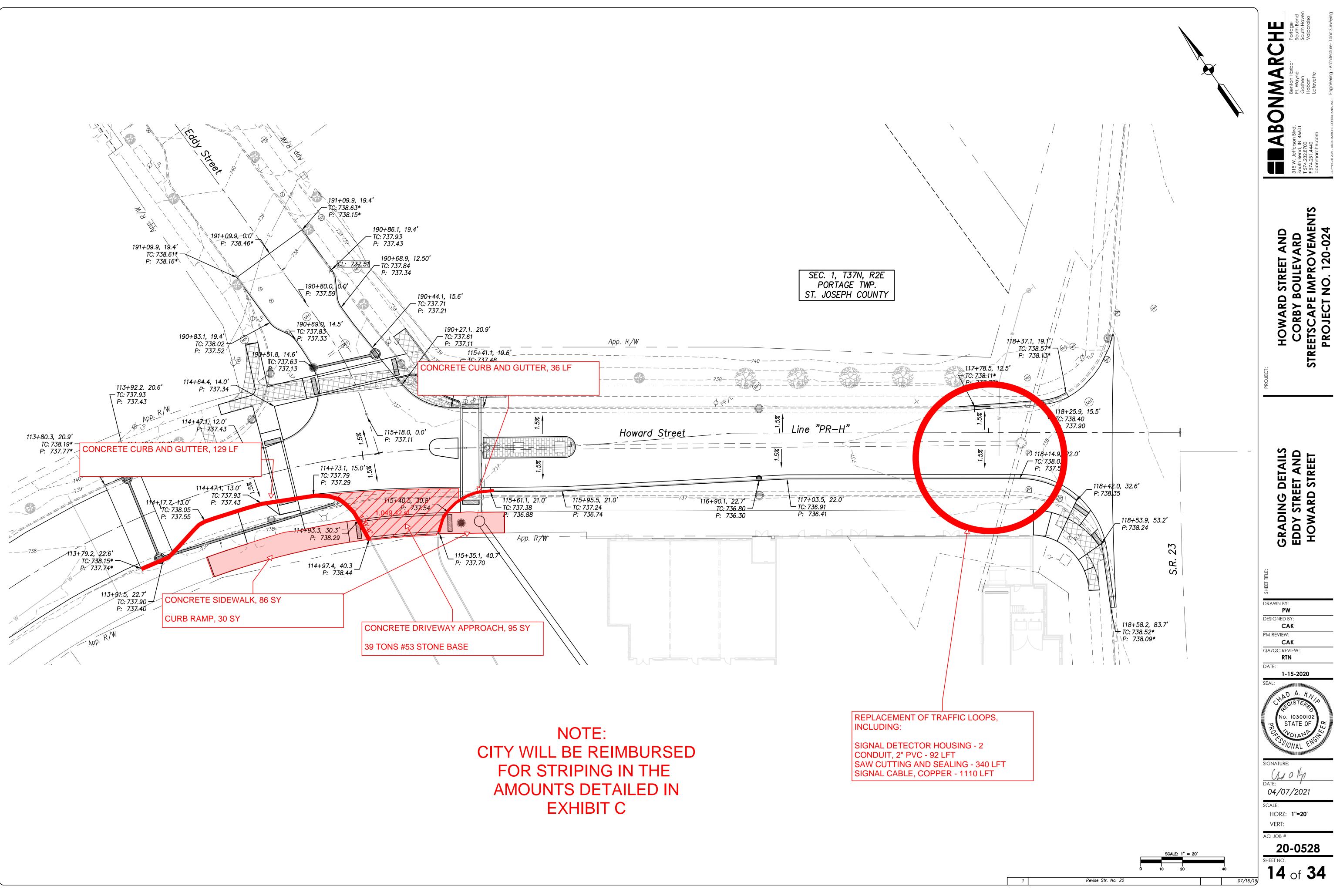
Attest: Anne Fuchs, Clerk

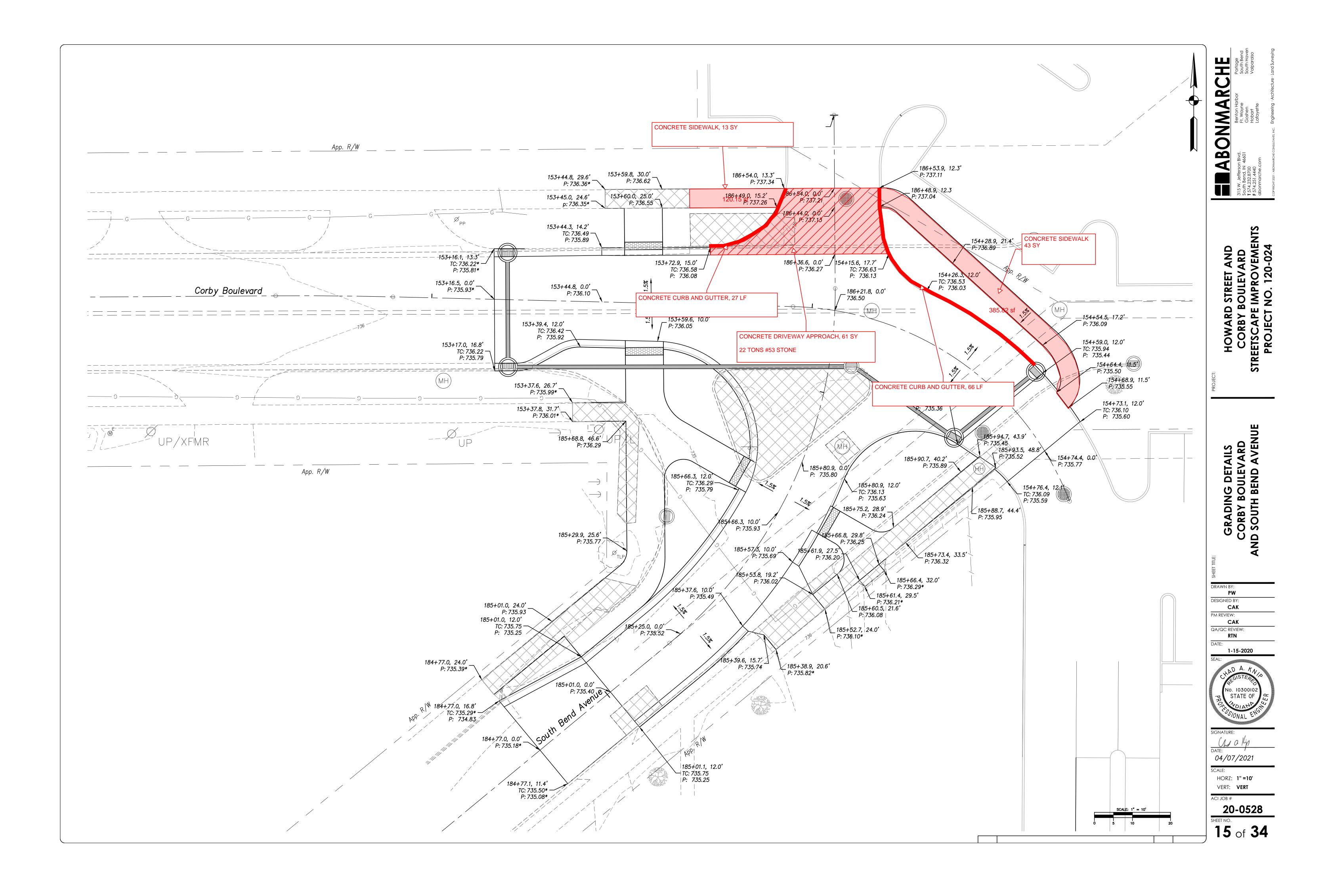
Date: May 11, 2021

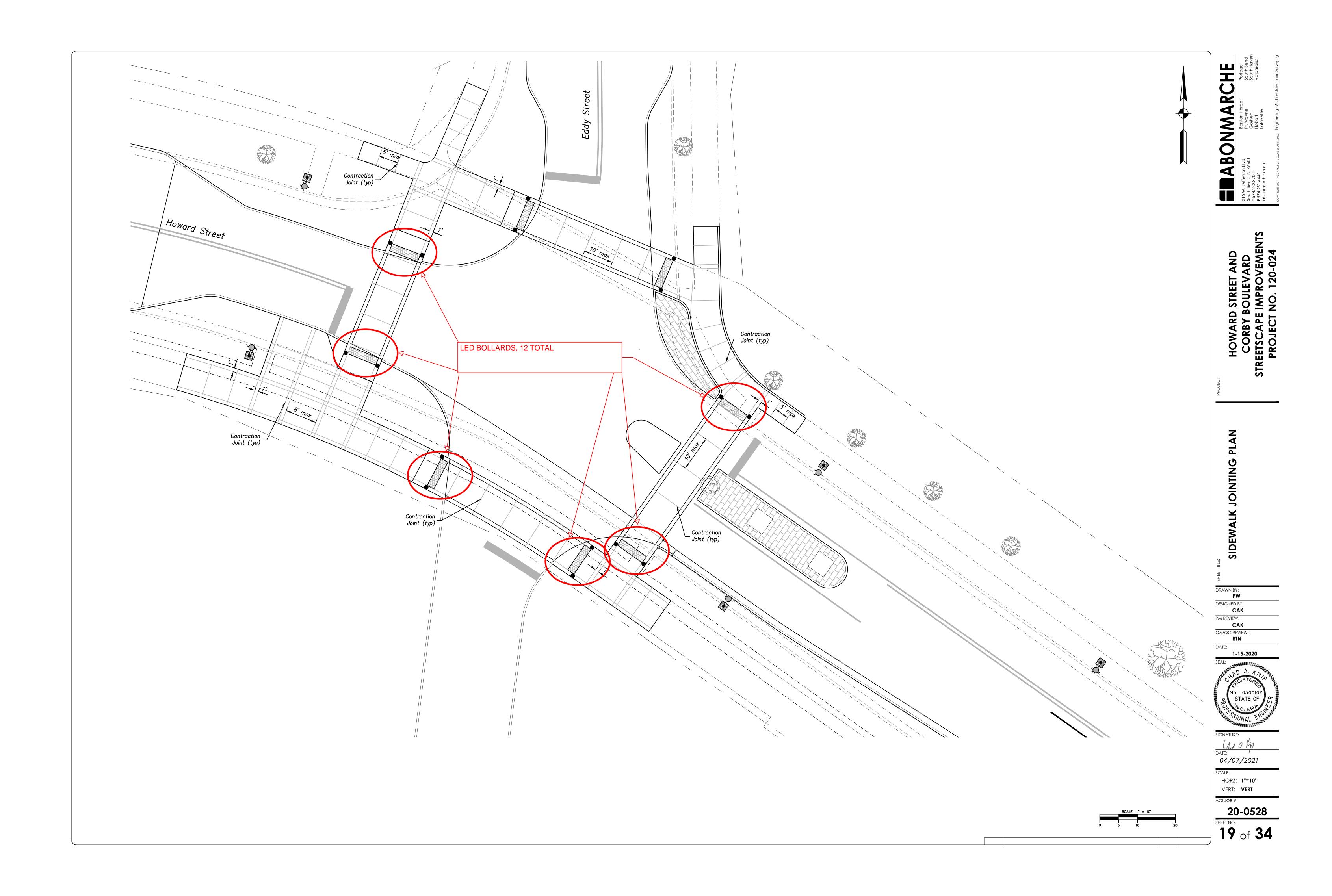
Exhibit A

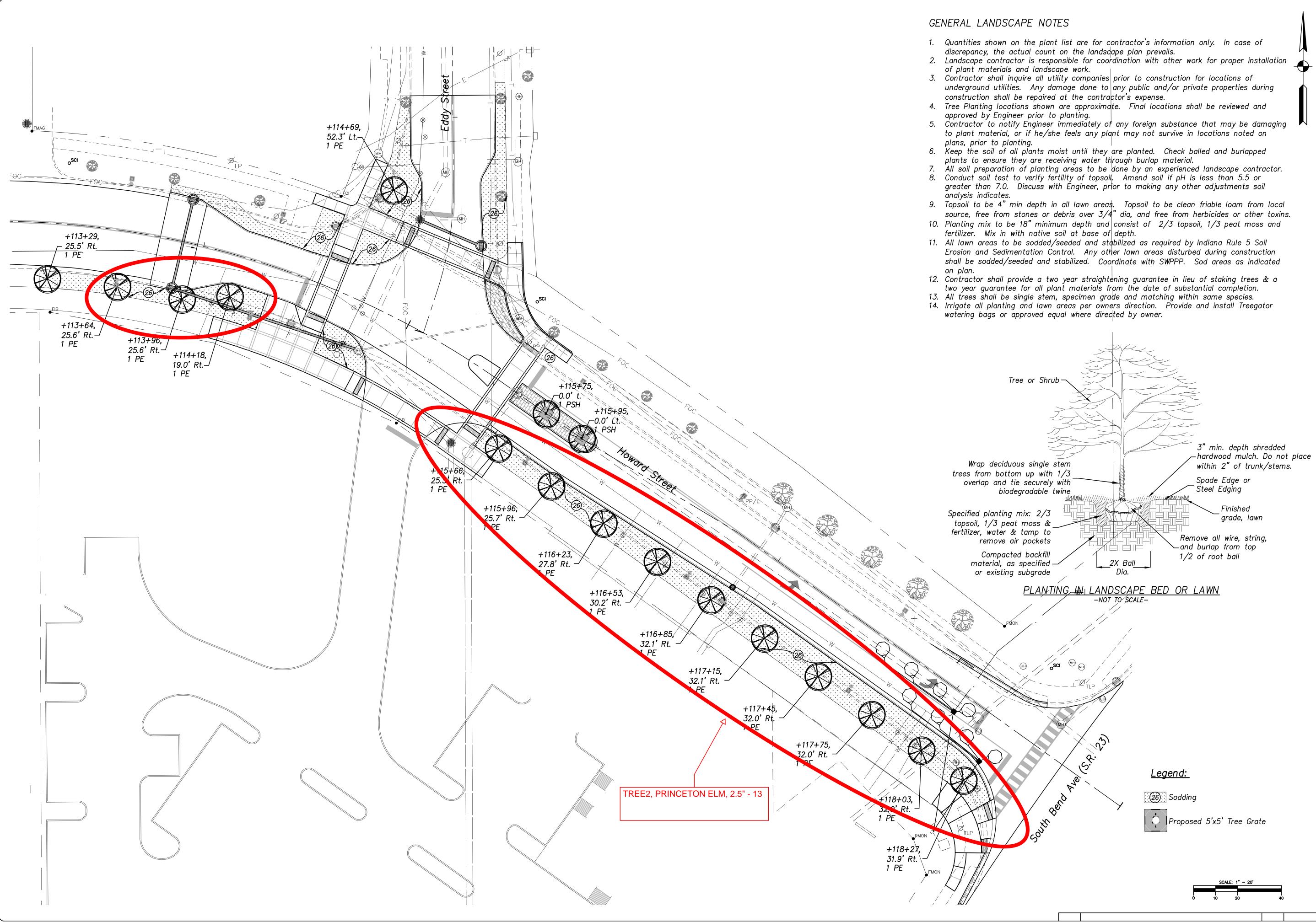
Improvements Exhibit











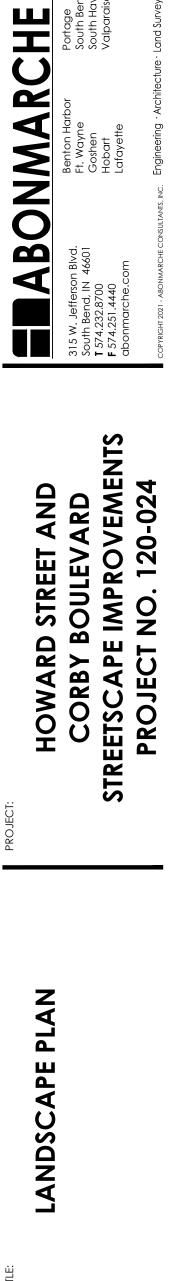








Exhibit B

Howard St. and Corby Blvd Streetscape Improvements Bid Form

BID/PROPOSAL

CITY OF SOUTH BEND



Addendum no. 1

PROJECT NAME: PROJECT NO. FOR BIDS DUE: CONTRACTOR NAME: Howard St & Corby Blvd Streetscape Improvements 120-024 April 27, 2021 Milestone Contractors North, Inc.

ltem No.	Description	Quantity	Unit	Unit Price	Total Amount
1.	Construction Engineering	1	LS	2,500.00	\$2,500.00
2.	Mobilization/Demobilization	1	LS	27,047.00	\$27,047.00
3.	Maintenance of Traffic	1	LS	8,100.00	\$8,100.00
4.	CPM Schedule	1	LS	1.00	\$1.00
5.	Preconstruction Video	1	LS	300.00	\$300.00
6.	Temporary Erosion Control	1	LS	650.00	\$650.00
7.	Clearing Right of Way	1	LS	13,700.50	\$13,700.50
8.	Drainage Structure, Remove	10	EA	190.00	\$1,900.00
9.	Pipe, Remove	430	LFT	8.00	\$3,440.00
10.	Pipe Abandonment	195	LFT	8.00	\$1,560.00
11.	Concrete Curb, Remove	1,480	LFT	0.10	\$148.00
12.	Concrete Pavement, Remove	430	SYD	10.00	\$4,300.00
13.	Common Excavation	1,040	CYD	17.20	\$17,888.00
14.	B Borrow	350	CYD	23.00	\$8,050.00
15.	Milling, Variable Depth	2,350	SYD	0.10	\$235.00
16.	Compacted Aggregate, No. 53	690	TON	27.00	\$18,630.00
17.	HMA Surface	345	TON	81.00	\$27,945.00
18.	HMA Intermediate	205	TON	91.00	\$18,655.00
19.	HMA Base	495	TON	93.00	\$46,035.00
20.	Pavers	57	SYD	213.00	\$12,141.00
21.	Colored Concrete Pavement	125	SYD	112.00	\$14,000.00
22.	Concrete Curb, 6"	761	LFT	30.00	\$22,830.00
23.	Concrete Curb and Gutter	663	LFT	35.00	\$23,205.00
24.	Concrete Ribbon Curb	282	LFT	30.00	\$8,460.00
25.	Concrete Sidewalk, 4"	485	SYD	43.00	\$20,855.00

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BID/PROPOSAL CITY OF SOUTH BEND

Addendum No. 1

	CITY OF SOUTH BEND				
26.	Concrete Curb Ramp	175	SYD	91.00	\$15,925.00
27.	Concrete Center Curb, Type B	13	SYD	137.00	\$1,781.00
28.	Concrete Driveway Approach, 6"	25	SYD	57.00	\$1,425.00
29.	Concrete Driveway Approach, 8"	186	SYD	65.00	\$12,090.00
30.	Sodding	710	SYD	15.90	\$11,289.00
31.	Tree, Princeton Elm, 2.5"	15	EA	490.00	\$7,350.00
32.	Tree, Prairie Sentinel Hackberry, 2.5"	2	EA	500.00	\$1,000.00
33.	Tree, American Linden, 2.5"	2	EA	520.00	\$1,040.00
34.	Tree, Common Hackberry, 2.5"	2	EA	520.00	\$1,040.00
35.	Tree, Black Tupelo, 2.5"	2	EA	690.00	\$1,380.00
36.	American Sweetgum, 2.5"	2	EA	690.00	\$1,380.00
37.	Tree Grates	2	EA	4,000.00	\$8,000.00
38.	Curb Identification Markers	15	EA	130.00	\$1,950.00
39.	Adjust Casting to Grade	10	EA	1,000.00	\$10,000.00
40.	Storm Sewer Pipe, 12"	336	LFT	35.00	\$11,760.00
41.	Storm Sewer Catch Basin	5	EA	1,700.00	\$8,500.00
42.	Storm Sewer Manhole	3	EA	2,100.00	\$6,300.00
43.	Replace Existing Casting	4	EA	1,100.00	\$4,400.00
44.	Connect Proposed Pipe to Existing Structure	4	EA	1,200.00	\$4,800.00
45.	Sign, Remove and Relocate	4	EA	100.00	\$400.00
46.	Sheet Sign	12.5	SFT	20.00	\$250.00
47.	Sign Post, Type 1	20	LFT	20.00	\$400.00
48.	Light Pole Assembly and Foundation	10	EA	7,100.00	\$71,000.00
49.	LED Bollard	16	EA	2,400.00	\$38,400.00
50.	Conduit, PVC, 2", Schedule 80 and No. 4 Copper 1/C	925	LFT	14.00	\$12,950.00
51.	Handhole for Lighting	4	EA	1,200.00	\$4,800.00
52.	Miscellaneous Equipment for Lighting	1	LS	2,200.00	\$2,200.00
53.	White, Solid, Thermoplastic, 4", Grooved	150	LFT	4.00	\$600.00
54.	White, Solid, Thermoplastic, 6"	205	LFT	6.00	\$1,230.00
55.	Yellow, Solid, Thermoplastic, 4", Grooved	1,774	LFT	3.00	\$5,322.00
56.	Stop Bar, Thermoplastic, 24"	90	LFT	10.00	\$900.00
57.	Lane Indication Arrow, Thermoplastic	2	EA	150.00	\$300.00

BID/PROPOSAL CITY OF SOUTH BEND

Addendum No. 1

58.	Transverse Marking, Therm. Crosswalk, White, 24"	180	LFT	10.00	\$1,800.00
59.	Signal Detector Housing	2	EA	900.00	\$1,800.00
60.	Conduit, PVC, 2", Schedule 80, 2c/16	92	LFT	11.00	\$1,012.00
61.	Saw Cut for Roadway Loop Detector and Sealant	340	LFT	10.00	\$3,400.00
62.	Signal Cable, Roadway Loop, Copper, 1c/14 GA	1,110	LFT	0.55	\$610.50
63.	Bollard, Remove and Salvage	4	EA	210.00	\$840.00
64.	Light Pole Assembly, Furnish Only	2	EA	5,900.00	\$11,800.00

BASE BID TOTAL:

\$574,000.00

Bidder(Firm): Milestone Contractors North, Inc. Address: 24358 SR 23 CORPORATE CORPORATE City/State/Zip South Bend, IN 46614 Telephone Number: 574-288-4811 Fax Number: 574-289-7174 By: -(Signature) 1 Dustin Hilary, Director of Estimating, South Bend (Printed Name of Person Signing)

Version 4/2/2019

Contractor's Bid for Public Works - 9

Exhibit C

Reimbursement Exhibit

Eddy and Howard Intersection Improvements Reimbursement Exhibit

Kite Reimbursement to COSB Description Unit Unit Price Qty Cost 1 Compacted Aggregate, No. 53 61 TON \$ 27.00 \$ 1,647.00 81.00 \$ 2 HMA Surface TON \$ 4,455.00 55 258 \$ 35.00 \$ 9,030.00 3 Concrete curb and gutter LFT 4 Concrete Sidewalk, 4" 142 SYD \$ 43.00 \$ 6,106.00 \$ 30 91.00 \$ 2,730.00 5 Concrete Curb Ramp SYD 6 Concrete Driveway Approach, 8" 156 SYD \$ 65.00 \$ 10,140.00 7 Tree, 2" 13 ΕA \$ 490.00 \$ 6,370.00 \$ 8 Bollards 12 ΕA 2,400.00 \$ 28,800.00 \$ 9 Line, Yellow, Solid, Thermoplastic 4", Grooved 1184 LFT 3.00 \$ 3,552.00 10 Line, White, Solid, Thermoplastic, 4", Grooved 150 LFT \$ 4.00 \$ 600.00 11 Line, White, Solid, Thermoplastic, 6" \$ 6.00 \$ 696.00 116 LFT \$ 270.00 12 Transverse, Line, Thermoplastic, White, 24" Stop Bar 27 LFT 10.00 \$ 10.00 \$ 13 Transverse, Line, Thermoplastic, White, 24" Cross Hatch 87 LFT \$ 870.00 \$ 14 Lane Indication Arrow 2 ΕA 150.00 \$ 300.00 15 Signal Detector Housing 2 ΕA \$ 900.00 \$ 1,800.00 16 Conduit, PVC, 2" Schedule 80 92 \$ \$ LFT 11.00 1,012.00 17 Saw Cut for Roadway Loop Detector and Sealant 340 LFT \$ 10.00 \$ 3,400.00 18 Signal Cable Roadway Loop Copper, 1c/14 Ga 1110 LFT \$ 0.55 610.50 \$

Subtotal \$ 82,388.50

COSB Contribution for Sewer Alignment Shift in Howard St.

	Description	Qty	Unit	Un	it Price	Cost	
1	HMA Intermediate	57.44	TONS	\$	91.00	\$	5,227.04
2	HMA Base	49.5	TONS	\$	93.00	\$	4,603.50
3	Compacted Agg, No. 53	49.5	TONS	\$	27.00	\$	1,336.50

Subtotal	\$ 11,167.04
Total	\$ 71,221.46

Kite Reimbursement less COSB Contribution

BOARD OF PUBLIC WORKS AGENDA ITEM REVIEW REQUEST FORM

Date <u>5/5/2021</u>	Department Engineering					
Name Kyle Silveu	Phone Extension					
BPW Date <u>5/11/2021</u>	Phone Extension -					
Ro Diversity Compliance	eview and Approval Required Prior to Submittal to Board					
and Inclusion Officer	Officer Name					
BPW Attorney	Attorney NameClara McDaniels, Sandi Kennedy					
Dept. Attorney	Attorney Name					
Purchasing						
	k the Appropriate Item Type – Required for All Submissions					
 Professional Services Ag Open Market Contract Bid Opening Quote Opening Proposal Opening Chg. Order, No. Other: MOU Agreemen 	Amendment/Addendum Special Purchase, QPA Bid Award Req. to Advertise Title Sheet Quote Award Reject Bids/Quotes C/O & PCA No. Resolution Traffic Control Ease./Encroach					
	Required Information					
Company or Vendor Name New Vendor MBE/WBE Contractor Project Name Project Number Funding Source Account No. Amount Terms of Contract Purpose/Description	KRG Eddy Street Land III, LLC Yes If Yes, Approved by Purchasing No MBE Completed E-Verify Form Attached WBE WBE Howard St. and Corby Boulevard Streetscape Improvements 120-024 N/A \$71,221.46 N/A Memorandum of Understanding for Reimbursement related to Streetscape Improvements along Howard St. and Corby Boulevard.					
For Change Orders Only						
Amount of	Increase \$ Decrease (\$) \$					
	Increase %					
Current Percent of Change: New Amount	Decrease (%) \$					
	Increase %					
Total Percent of Change: Time Extension Amount:	Decrease (%)					

New Completion Date: