

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
OCTOBER 9, 2023**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

This portion of the meeting recognizes individuals, groups, or institutions publicly, as well as those receiving a proclamation, or declaring a day or event.

PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

PUBLIC COMMENT

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. Speakers who engage in threatening or disorderly behavior will have their time ceased.

CONSENT AGENDA

All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which typically begins with Item No. 8.

The City's Boards and Commissions hold Public Hearings prior to some Council agenda items appearing on the Council's Meeting Agenda. Persons who wish to address the Council should provide new information that is pertinent to the issue before them.

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation, ask questions of City Staff, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

Deputy City Manager - Jeff Jurgens

CITY LOGO DESIGN RATIONALE

The **CHEVRON** Represents: Service, Rank, and Authority Growth and Diversity A Friendly and Safe Community A Positive, Upward Movement and Commitment to Excellence!

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

- Financially Sound City Providing Quality Basic Services
- Upgrade City Infrastructure and Facilities Grow the Local Economy
- Strong Neighborhoods
- Great Place - Livable, Sustainable City
- Prosperous Downtown Bloomington



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
BLOOMINGTON CENTER FOR PERFORMING ARTS (BCPA) AUDITORIUM
600 N. EAST STREET, BLOOMINGTON, IL 61701
MONDAY, OCTOBER 9, 2023, 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
- 6. Public Comment**

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.

7. Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed and voted on separately.

- A. Consideration and Action to Approve the Minutes of the September 11, 2023, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action to Approve the Minutes of the September 25, 2023, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- C. Consideration and Action to Approve Bills and Payroll in the Amount of \$8,700,357.28, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- D. Consideration and Action to Approve Appointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
- E. Consideration and Action to Approve the Purchase of two GameTime Playgrounds from Playcore Wisconsin Inc C/O Cunningham Recreation, in the Amount of \$151,121, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Purchase be approved.)*

- F. Consideration and Action on the Purchase of 42 Zoll AED 3 units/cases, as well as 42 Hemostatic Bleed Control Kits, in the Amount of \$81,572.68, as requested by the Human Resources Department. (Recommended Motion: The Purchase be approved.)
- G. Consideration and Action on the Approval of an Intergovernmental Agreement between the City of Bloomington and the City of Lexington for the use of the City of Bloomington Police Shooting Range, as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)
- H. Consideration and Action to Approve an Agreement with CDM Smith Inc., for the Lead Service Line Inventory and Replacement Plan in Accordance with the State and Federal Requirements, in the Amount of \$198,840, as requested by the Water Department. (Recommended Motion: The proposed Agreement be approved.)
- I. Consideration and Action on an Ordinance Approving the First Amendment to the Real Estate Contract with the Boys and Girls Club of Bloomington-Normal dated September 4, 2019, as requested by the Legal Department. (Recommended Motion: The proposed Ordinance be approved.)
- J. Consideration and Action on an Ordinance Approving a Second Amendment to the Economic Incentive Agreement By and Between the City of Bloomington, Illinois, and Forgetful Friends, LLC, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)
- K. Consideration and Action on an Ordinance Authorizing the Mayor and City Manager to Approve Agreements, Contracts, Land Acquisition, and Related Documents Associated with Budgeted Water, Sewer, and Stormwater Infrastructure Improvement Projects, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)
- L. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 1 Section 31 Regarding Credit Card Payments, as requested by the Finance Department. (Recommended Motion: The proposed Ordinance be approved.)

8. Regular Agenda

- A. Consideration and Action on (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2024 in the Amount of \$997,500; and (2) Consideration and Action to Approve an Agreement with Clark Dietz, Inc., for Professional Engineering Services Related to the Locust Colton Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project, Phase 8 and Phase 9, in the Amount Not to Exceed \$1,997,500, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance and Agreement be approved.) (Presentation by Kevin Kothe, Director of the Department of Operations & Engineering Services, 5 minutes; and City Council Discussion, 5 minutes.)
- B. Consideration and Action on 1) an Ordinance Authorizing the City of Bloomington, McLean County, Illinois, to Borrow Funds from the Public Water Supply Loan Program, in the Amount of \$7.4 Million; 2) an Ordinance Authorizing the City of

Bloomington, McLean County, Illinois, to Borrow Funds from the Water Pollution Control Loan Program, in the Amount of \$10.8 Million; 3) a Resolution Authorizing a Representative to Sign Loan Documents for the Public Water Supply Loan Program, for the Locust Colton Combined Sewer Separation Project; and 4) a Resolution Authorizing a Representative to Sign Loan Documents for the Water Pollution Control Loan Program, for the Locust Colton Combined Sewer Separation Project, as requested by the Department of Operations & Engineering Services the Water Department. *(Recommended Motion: The proposed Ordinances and Resolutions be approved.) (Presentation by Kevin Kothe, Director of the Department of Operations & Engineering Services, 5 minutes; and City Council Discussion, 5 minutes.)*

- C. Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for Phase I of the Fiscal Year 2024 Sidewalk, Curb, and Gutter Replacement Program (Bid #2024-15), in the Amount of \$2,383,347.05, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kevin Kothe, Director of the Department of Operations & Engineering Services, 10 minutes; and City Council Discussion, 10 minutes.)*
- D. Consideration and Action on an Ordinance Authorizing a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest, for Phase I of the Fiscal Year 2024 General Resurfacing Program (Bid #2024-14), in the Amount of \$4,039,820.24, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kevin Kothe, Director of Department of Operations & Engineering Services, 10 minutes; and City Council Discussion, 10 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 mhurt@cityblm.org.



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the September 11, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, Council minutes must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, Council minutes are available for public inspection and posted to the City's website within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B DRAFT Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, SEPTEMBER 11, 2023, 6:00 P.M.

The City Council convened in regular session in the Bloomington Center for Performing Arts at 6:00 P.M. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

The following item was presented:

Item 5.A. Recognition of a Board and Commission Appointment and Reappointments, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the appointment of Dallas Long to the Cultural Commission. She then recognized reappointment of the following: (1) Mark Holderby, Building Board of Appeals; (2) Jeffrey Pitzer and (3) Shweta Shukla, Cultural Commission; (4) Mark Muehleck and (5) Justin Boyd, Planning Commission; (6) Kate Brunk, Property Maintenance Review Board; (7) Victoria Harris and (8) Michael Straza, Zoning Board of Appeals.

Mayor Mwilambwe discussed Welcoming Week sharing upcoming events for the week.

Michael Hurt, Chief Diversity & Inclusion Officer, introduced Gladys Cabezas, Rocio Perez, Lady Sams, and Rocio Gama who shared their immigration stories.

Mayor Mwilambwe thanked the ladies for sharing their stories and recognized September 17, 2023 as Citizenship Day. He described it as a day to reflect on the meaning and importance of citizenship in our country and Bloomington.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Chelsea Smith and Christina Barnett had emailed public comment. The following spoke in person: (1) Jenee Clark; (2) Zach Carlson; (3) Matthew Toczko; (4) Christopher Boemmel; (5) John Walter; and (6) Surena Fish.

Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed and voted on separately.

Council Member Hendricks made a motion, seconded by Council Member Crumpler, to approve the Consent Agenda with the exception of 7.F.

Item 7.A. Consideration and Action to Approve Bills and Payroll in the Amount of \$7,263,291.16, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.B. Consideration and Action on the Purchase of a Digital Video Scoreboard from NEVCO for the Bloomington Ice Center, in the Amount to \$81,219, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.C. Consideration and Action to Approve the Purchase of Three Mowers from MTI Distributing/Toro, in the Amount of \$ 60,568.30, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.D. Consideration and Action on the Purchase of HP Elite Mini Desktops, Monitors, Docks, and HP Elitebooks through HP, Inc., in the Amount of \$114,564.40, as requested by the Information Technology Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.E. Consideration and Action to Approve a Contract with SiteMed Fire to Provide Occupational Safety and Health Administration (OSHA) Required Medical Surveillance and Physical Evaluation, in the Amount Not to Exceed \$55,870, as requested by the Human Resources Department, and the Fire Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.F. was pulled from the Consent Agenda by Council Member Kearns.

Item 7.G. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R- 1B (Single-Family Residence) District, for the Property Located at 1004 Durham Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 086

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1B (SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 1004 DURHAM DRIVE

Item 7.H. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, to increase reserve expenditures by \$ 100,000 for a City RAISE Grant match to the McLean County Regional Planning Commission, to be paid through the Illinois Department of Transportation (IDOT), as requested by the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 087

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2024, TO INCREASE RESERVE EXPENDITURES BY \$100,000 FOR A CITY RAISE GRANT MATCH TO THE MCLEAN COUNTY REGIONAL PLANNING COMMISSION

Item 7.I. Consideration and Action on an Application from Braize, LLC, d/b/a Empire Coffee, located at 1406 E. Empire St., Requesting Approval of a Change of Ownership and DBA

Change for a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The Application be approved.)

Item 7.J. Consideration and Action on an Application from MBD Bros, LLC, d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., Requesting Approval of a Change of Ownership for their Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The Application be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

NAYES: Boelen, Montney

Motion carried.

Council Member Lee asked the Mayor to pull Item 7.G. Mayor Mwilambwe explained the Item had already been approved under the Consent Agenda. Mayor Mwilambwe, Council Member Lee, and George Boyle, Asst. Corporation Counsel, then briefly discussed parliamentary procedures.

Items Pulled from Consent Agenda

The following item was presented:

Item 7.F. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, to Increase the Community Development Block Grant (CDBG) budget by \$233,891, as requested by the Economic & Community Development Department.

Council Member Kearns explained that she had pulled the Item to highlight the importance of the Community Development Block Grant ("CDBG") program. She and Melissa Hon, Economic & Community Development Department Director, discussed the budget process for the program. They then discussed the five-year Consolidated Plan and the planning process for the next five-year plan. Council Member Kearns strongly encouraged the community to get involved in the planning process.

Council Member Kearns made a motion, seconded by Council Member Ward, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

ORDINANCE NO. 2023 - 085

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING
APRIL 30, 2024, TO INCREASE THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BUDGET BY \$233,891**

Regular Agenda

The following item was presented:

Item 8.A. Consideration and Action on an Ordinance Approving the Sixth Amendment to the Contract Between the City of Bloomington and Tim Gleason, as requested by City Council, and Mayor Mboka Mwilambwe. (Recommended Motion: The proposed Ordinance be approved.)

Mayor Mwilambwe thanked City Manager, Tim Gleason, for his accomplishments and acknowledged the importance and complexity of his position. He recognized improvements he'd implemented and shared that the City Manager's agreement would include a 5% salary increase, an additional week of paid vacation, as well as the City will now cover costs associated with the City Manager's participation in Mayo Clinic's Executive Health Program.

Council Member Hendricks made a motion, seconded by Council Member Boelen, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler
Motion carried.

**ORDINANCE NO. 2023 - 088
AN ORDINANCE APPROVING THE SIXTH AMENDMENT TO THE CONTRACT
BETWEEN THE CITY OF BLOOMINGTON AND TIM GLEASON**

City Manager's Discussion

City Manager Gleason recognized 9/11 and honored those who fell the day of 9/11, as well as those who had fallen since. He then discussed multiple upcoming events Downtown and updated the community on the concerns expressed with 1 Whites Place. He then recognized Fire Chief, Eric West, who had recently announced his upcoming retirement. He asked Chief West to come forward and address Council.

Chief West thanked Council for his time serving the City and noted he had big things before his retirement.

City Manager Gleason ended by thanking Council for their approval of his contract and recognized the amazing department head staff at the City.

Mayor's Discussion

Mayor Mwilambwe recognized 9/11 and thanked the City's Fire and Police Departments for their sacrifices. He commented to the upcoming Festival of Joy and encouraged the community to attend. He then thanked Fire Chief West for his dedication and service to the community. He ended by updating the community on the status of appointing to members to the Safe Communities Commission including challenges he'd encountered.

Asst. Corporation Counsel Boyle turned the discussion back to Council Member Lee's request to reconsider Consent Agenda Item 7.G. and explained parliamentary procedure around effectively using a motion to reconsider.

Council Member Lee then made a motion, seconded by Council Member Boelen, to reconsider Consent Agenda Item 7.G.

Mayor Mwilambwe, Mr. Boyle, and Council Members Crumpler, Montney, and Ward continued discussing parliamentary procedure.

Before calling the vote, Mrs. Yocum clarified the motion was purely surrounding whether to reconsider the Item and that if passed, Council could then bring forward a separate

motion to consider the Item itself. She pointed out that the rest of the Items listed under the Consent Agenda would remain “As Is”.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Montney, Becker, Lee, Crumpler

NAYES: Kearns, Danenberger, Hendricks, Ward

Motion carried.

Council Member Lee noted the Homeowner's Association ("HOA") did not permit farm animals in their neighborhood and that he supported the HOA's rule.

Council Member Montney described a similar issue within her Ward, noting the City's intent to use Special Use Permits as a way to introduce chicken-keeping into the community. She noted that the City issuing a Special Use Permit did not supersede an HOA's rules and referenced minutes of the Zoning Board of Appeals ("ZBA") where the HOA President had spoken against the Item. She did not support the Item.

Council Member Boelen noted that when the resident purchased their home within an HOA, they were required to abide by those laws. She explained how to amend HOA laws. She noted the resident had chickens before applying for the Special Use Permit and that she did not support rewarding that sort of behavior.

Council Member Ward pointed out that it was not Council's job to enforce private contracts and that an HOA was a private contract. She expressed support for the Item.

Council Member Crumpler noted that he had not yet seen a chicken-keeping permit be denied. He believed Council needed to look more closely at enforcement of HOAs.

Mr. Boyle reported that the ZBA considered various standards and qualifications, but that HOAs were not taken into consideration. He noted the ZBA only ruled on whether the permit was permissible under the City Code.

Council Member Montney noted noise complaints from chicken-keeping and stressed she opposed the current one because of its direct violation of the HOA.

Council Member Ward made a motion, seconded by Council Member Hendricks, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Danenberger, Hendricks, Ward, Crumpler

NAYES: Boelen, Montney, Becker, Lee

Motion carried.

ORDINANCE NO. 2023 - ORDINANCE NO. 2023 - 086

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1B (SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 1004 DURHAM DRIVE

Council Member's Discussion

Council Member Kearns commented on an Art Station event she recently attended at the Bloomington Center for Performing Arts. She also recognized Mose Rickey and his team for the experience she had with him and his team in the Labor Day Parade.

Council Member Hendricks echoed appreciation for the Art Station event and Labor Day Parade. He reported that he would host his first Ward Open House on October 2, 2023.

Council Member Boelen announced the upcoming Annual Mental Health Forum on October 19, 2023 hosted by the Behavioral Health Coordinating Council. She commented to the City and Town of Normal's Housing Navigator's progress who had been hired and then reported on Welcoming Week events.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Ward, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 7:25 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the September 25, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, Council minutes must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, Council minutes are available for public inspection and posted to the City's website within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 2B DRAFT Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, SEPTEMBER 25, 2023, 6:00 P.M.

The City Council convened in regular session in the Bloomington Center for Performing Arts at 6:00 P.M. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

No recognitions or appointments were made.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. Scott Stimeling and Joe Strano spoke in person.

Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed and voted on separately.

Council Member Boelen made a motion, seconded by Council Member Montney, to approve the Consent Agenda with the exception of 7.D.

Item 7.A. Consideration and Action to Approve the Minutes of the August 28, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action to Approve Bills and Payroll in the Amount of \$11,053,279.53, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action to Approve a Change Order to the Purchase Order #20230173-000 for the South America Project at Miller Park Zoo, in the Amount of \$12,571.99,

as requested by the Parks & Recreation Department, N/A. (Recommended Motion: The proposed Change Order be approved.)

Item 7.D. was pulled from the Consent Agenda by Council Member Ward.

Item 7.E. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approve an Agreement with Stryker Medical Regarding ALS360 Asset Management Program, in the Amount of \$4,287,062.10 Over 10 Years, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2023 - 024

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVE AN AGREEMENT WITH STRYKER MEDICAL ALS360 ASSET MANAGEMENT PROGRAM, IN THE AMOUNT OF \$4,287,062.10 OVER 10 YEARS

Item 7.F. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 1233 Dogwood Lane, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 089

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 1233 DOGWOOD LANE

Item 7.G. Consideration and Action on an Application from the Bloomington Normal Sunrise Rotary, Requesting the Creation of a Class LB (Limited, Beer & Wine Only) Liquor License for an Event to be Held on Sunday, October 15, 2023, from 2:00 p.m. to 4:00 p.m. at 1704 G. E. Rd., as requested by the City Clerk Department. (Recommended Motion: The Application be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

Items Pulled from Consent Agenda

The following item was presented:

Item 7.D. Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2024 Street, Alley, and Sidewalk Maintenance Project Agreement Between the City of Bloomington and George Gildner, Inc., in the Amount of \$124,300, as requested by the Public Works Department.

Council Member Ward stated that she pulled the Item to share additional information.

Deputy City Manager, Billy Tyus, explained the funding would allow additional work to be completed outside of the existing maintenance plan.

Kevin Kothe, Director of Public Works, further explained that while the City had annual maintenance programs, this contract would allow additional work to be completed on projects that come up throughout the year.

Council Member Ward confirmed with Mr. Kothe that the additional funding could be used for a variety of repairs, as well as how residents could report issues for consideration.

Mayor Mwilambwe asked about project completion. Mr. Kothe stated that because the projects were typically smaller in nature, they'd likely be completed in May of 2023.

Council Member Boelen and Mr. Kothe discussed areas of repairs that had been identified, as well as how safety of areas impacted the priority level of projects.

Council Member Ward made a motion, seconded by Council Member Boelen, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler
Motion carried.

RESOLUTION NO. 2023 - 025

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FISCAL YEAR (FY) 2024 STREET, ALLEY, AND SIDEWALK MAINTENANCE PROJECT AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND GEORGE GILDNER, INC., IN THE AMOUNT OF \$124,300

Regular Agenda

No items were considered.

Finance Director's Report

Scott Rathbun, Finance Director, addressed Council and reminded them that the numbers presented were around two months behind based on reporting timing. He discussed challenges that had affected the economy which, as a result, could impact revenues. He presented the Fiscal Year ("FY") Financial Summary as of August 2023. He highlighted various revenues and compared them to last year's figures and then discussed year-to-date figures and encumbrances. He briefly discussed FY 2023 major tax revenues, General Fund revenues, and expenditures, and Enterprise Funds highlighting the sewer revenue fund and how it impacted residents. He ended noting where the community could locate the City's budget materials.

Council Member Boelen and Mr. Rathbun discussed the increase in income tax and potential contributing factors, as well as bonds held for sewer projects.

Mayor Mwilambwe and Mr. Rathbun discussed pension liabilities.

City Manager's Discussion

Deputy City Manager Tyus discussed multiple upcoming events Downtown and reported that Free Fall Bulk Waste Pick-Up would begin in October. He then shared the significant increase in the use of the City's golf courses, as well as the significant number of shows coming to Grossinger Motors Arena and the Bloomington Center for Performing Arts ("BCPA").

Mayor's Discussion

No comments were made.

Council Member's Discussion

Council Member Hendricks discussed various upcoming events in Bloomington and reminded the public of his upcoming Open House. He also recognized BCPA staff for the first sold-out event coming up at the BCPA in three years.

Council Member Boelen thanked City and Immigration Project staff for Welcoming Week events. She reminded the public to separate the leaves from brush and bulk during pickup.

Council Member Ward recognized the National Association for the Advancement of Colored People ("NAACP") for their recent gala.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Hendricks, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 6:40 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$8,700,357.28, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website, available at <https://www.cityblm.org/bills>.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$8,700,357.28 (Payroll total \$2,981,425.55, Accounts Payable total \$5,690,823.71, and Bank Transfers total \$28,108.02).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Sheryl McDaniel, Accountant

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
9/22/2023	\$ 2,427,862.18	\$ 552,872.09	\$ 2,980,734.27
9/22/2023	\$ (406.25)	\$ (31.08)	\$ (437.33)
9/22/2023	\$ 614.04	\$ 88.60	\$ 702.64
9/22/2023	\$ 419.88	\$ 6.09	\$ 425.97
Off Cycle Adjustments			

PAYROLL TOTAL \$ 2,981,425.55

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range
10/9/2023	AP General	\$ 5,290,839.26	
10/9/2023	AP JMScott	\$ -	
10/9/2023	AP Comm Devel	\$ 9,939.59	
10/9/2023	AP IHDA	\$ 105.00	
10/9/2023	AP Library	\$ 39,876.52	
10/9/2023	AP MFT	\$ 9,313.74	
9/22/23-9/29/23	Out of Cycle	\$ 340,749.60	
9/03/23-9/24/23	AP Bank Transfers	\$ 28,108.02	
AP TOTAL		\$ 5,718,931.73	
PCARD TOTAL			\$0.00

GRAND TOTAL \$ 8,700,357.28

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Appointments to Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Mayor of the City of Bloomington asks Council concurrence in the appointments of:

Commission for Safe Communities: John Scott Denton, Elizabeth German, Timothy Harris, Aaron Klein, Cathy Lust, Kaitlyn Selman, and Jay Shannon. Their appointments are effective immediately, with an expiration date of 10-9-2025.

Japanese Sister City Committee: Sarah Adelman. Sarah's appointment is effective immediately, with an expiration date of 10-9-2025.

Applications are on file in the Administration Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Mayor contacts all recommended appointments.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Special Commission for Safe Communities](#)

[ADM 1C Japanese Sister City Committee Roster](#)

Proposed Initial Roster for Special Commission for Safe Communities

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
	Committee Member	John Scott	Denton	10/09/2025	10/09/2023	2023
	Committee Member	Elizabeth	German	10/09/2025	10/09/2023	2023
	Committee Member	Timothy	Harris	10/09/2025	10/09/2023	2023
	Committee Member	Aaron	Klein	10/09/2025	10/09/2023	2023
	Committee Member	Cathy	Lust	10/09/2025	10/09/2023	2023
	Committee Member	Kaitlyn	Selman	10/09/2025	10/09/2023	2023
	Committee Member	Jay	Shannon	10/09/2025	10/09/2023	2023

Japanese Sister City Committee Roster:

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Chair	Jeff	Kroesch			
Hold Over	Committee Member	Kyle	Silver	4/30/2023	3/27/2017	2016
Vacant				4/30/2023		
Vacant				4/30/2023		
Active	Committee Member	Dawn	McBride	4/30/2024	4/26/2021	2018
Active	Committee Member	Steven	Campbell	4/30/2024	4/26/2021	2021
Vacant				4/30/2024		
Inactive	Committee Member	Ken	Ota	4/30/2025	6/27/2022	2016
Active	Committee Member	Bennett	Morris	4/30/2025	2/27/2023	2023
Active	Committee Member	Katherine	Scheck	4/30/2025	2/27/2023	2023
Vacant				4/30/2025		
Active	Committee Member	Brenda	Guest	4/30/2026	5/22/2023	2018



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of two GameTime Playgrounds from Playcore Wisconsin Inc C/O Cunningham Recreation, in the Amount of \$151,121, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: Bittner and Fell playgrounds are scheduled to be replaced and have served their useful life. These are the oldest two playgrounds in our system. Bittner playground is 23 years old and Fell playground is 21 years old. The Parks Maintenance Division has been able to extend the life of these by making repairs in-house with the expertise of staff members who are Certified Playground Safety Inspectors ("CPSI") but the industry standard for playground replacement is 20 years.

On August 16, 2023, David Lamb, Superintendent of Parks, Jan Elam, Utility Work (CPSI), and Renee Beard, Cunningham Recreation Representative, toured both playgrounds and confirmed the need for replacement.

GameTime is a leader in the playground industry with an emphasis on safety, environmental responsibility, inclusion, accessibility, and innovative designs. GameTime is the only manufacturer in the industry to have a lab partnership with an institute for children with special needs, so that they can develop and test their accessible products before bringing them to market. Both playgrounds were designed and selected based on multiple factors including accessibility, inclusivity, appearance, available space, and overall park layout.

In the 5-12 age area of play design at Bittner Park, the Altus Tower was chosen as it has platforms ranging from 3' to 12' high. The unit has two dynamic sliding areas and offers both traditional and traverse climbing opportunities. The 2-5 age area has approachable sliding and climbing areas for younger users. Both units include Americans with Disabilities Act ("ADA") transfer platforms and ground-level play events like gizmo panels, fun seats, and a

cannon panel for both interactive and passive play at ground level. In addition, at Bittner Park we have the freestanding Harmony Chimes in the center area. This is an inclusive play feature that allows the use to play harmonious music as the chimes are made to play on the pentatonic scale.

Fell Park has two playground units with diverse climbing and sliding opportunities. The large unit winds around itself starting with the wiggle climber and ending with a single wilder slide from the 8' platform. There are ADA transfer platforms and areas to play both on and under these playground units and both the units for the 2-5 age and 5-12 age users offer deck level and ground level interactive play stations like bongos and a maze wheel. Fell Park features the fully inclusive Spin with Me. A merry-go-round designed for children of all ages and abilities.

Both swing sets at Fell Park and Bittner Park are receiving upgraded swing packages. Two swings will be added to each that allow tandem swinging between 5-12 age users and two of the "mommy and me" expression tot swings seats for tots and caregivers to swing together.

The Parks and Recreation Department is excited to bring these inclusive and accessible playgrounds and play opportunities to the community. With the help of Cunningham Recreation, the City applied for, and was awarded, GameTime Community Champions Playground Grant Funding in the amount of \$62,050.65 for Bittner Playground and \$62,052.52 for Fell Playground. These grant awards reduce the cost of the playgrounds by approximately 50% resulting in Bittner's cost of \$74,479.35 and Fell's cost of \$76,641.65 for a total purchase of \$151,121. Additional savings are incurred by doing installation in-house with CPSI installers. Staff requests to obtain the playground equipment utilizing Omnia Partners Contract #2017001134, exp. 06/03/24, for this purchase.

A grant requirement is that payment be made when ordering prior to October 27, 2023. A payment bond was requested from Cunningham Recreation and they declined to provide per their standard policies.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Staff, Cunningham Recreation

FINANCIAL IMPACT: If approved, the City will purchase of two GameTime Playgrounds from Playcore Wisconsin Inc C/O Cunningham Recreation, in the amount of \$151,121. This will be paid out of the Capital Improvement Fund-Capital Outlay Equipment Other than Office Account (40100100-72140). \$175,000 in total (\$100,000 for Bittner Park and \$75,000 for Fell Park) is included in the FY 2024 Budget for replacement of the playground equipment. To meet grant requirements, payment must be made to Cunningham Recreation prior to October 27th, 2023. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 79, 228, 243, 256 and 257.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-2 (Ensure maximum usage of the City's parks and recreational facilities and associated resources), Objective HL-2.1 (Ensure easy access and availability of park facilities for residents as well as community groups); Goal HL-3 (Ensure a healthy environment and accessibility of parks and open

spaces), Objective HL-3.2 (Ensure accessibility of parks, open spaces and other recreational facilities to all residents); and Goal HL-4 (Continue to develop quality parks and recreational programming for all), Objective HL-4.1 (Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities)

Respectfully submitted for consideration.

Prepared by: Dave Lamb, Assistant Director of Parks & Recreation

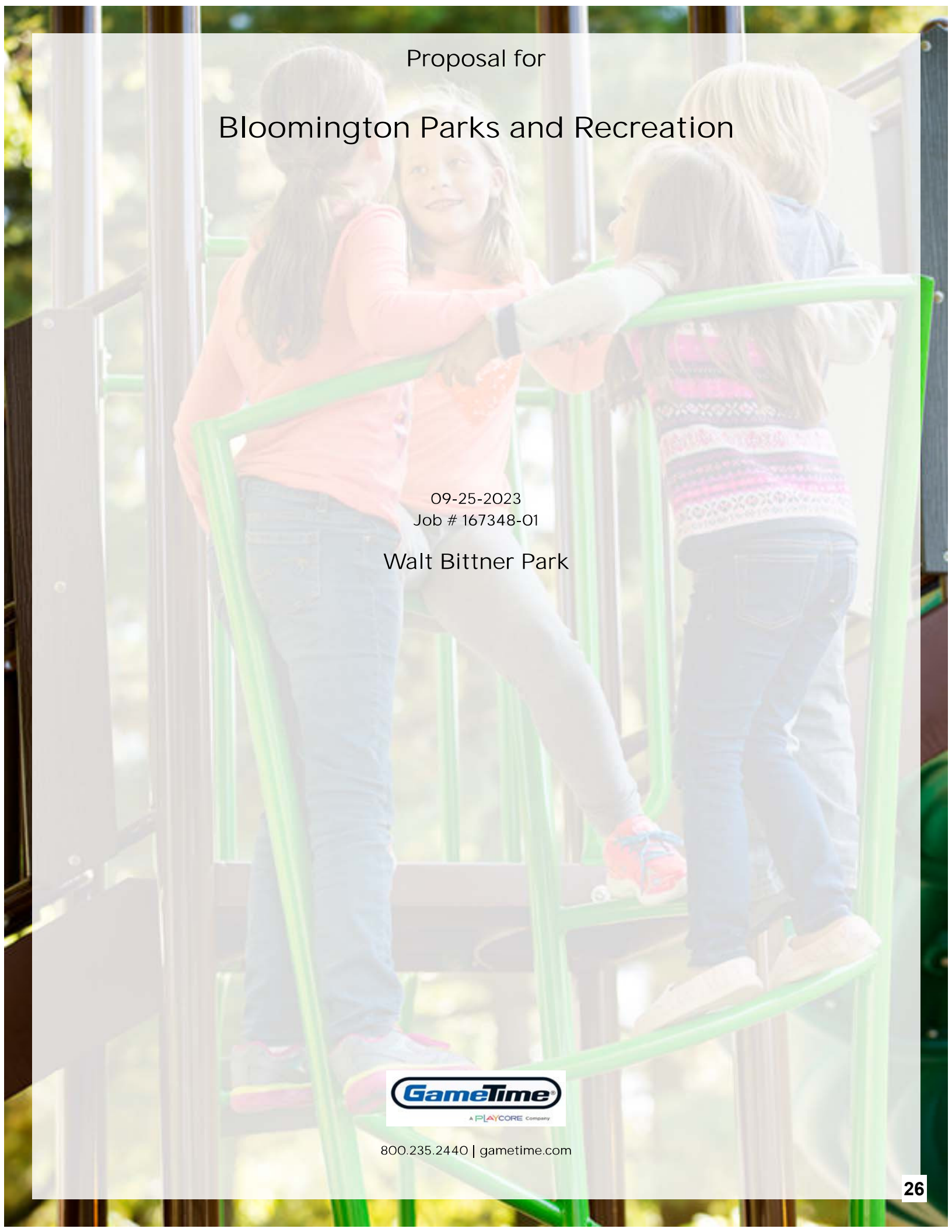
ATTACHMENTS:

[PARKS 1B Quote - Bittner](#)

[PARKS 1C Quote - Fell Park](#)

[PARKS 1D Grant Award - Bittner Park](#)

[PARKS 1E Grant Award - Fell Park](#)



Proposal for Bloomington Parks and Recreation

09-25-2023
Job # 167348-01

Walt Bittner Park



800.235.2440 | gametime.com



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

09/25/2023
Quote #
167348-01-01

Walt Bittner Park (Cash with Order Grant)

Bloomington Parks and Recreation
Attn: David Lamb
3807 Rave Rd
Bloomington, IL 61704
Phone: 309.434.2280
dlamb@cityblm.org

Ship to Zip 61704

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScope Modular Unit for Ages 5-12 (per attached drawing) [Accent: _____] [HDPE: _____] [Deck:Pvc: _____] [Basic: _____] [RotoPlastic: _____] [Tube: _____] [2ColorHDPE: _____] [Accent2: _____]	\$97,109.00	\$97,109.00
		(1) 4958 -- Hypno Wheel		
		(1) 5188 -- 3-in-A-Row 30" Gadget		
		(1) 6125RP -- Altus Spire Roof		
		(1) 6126RP -- Altus Spire Angled Enclosure		
		(1) 6127RP -- Altus Spire Slide Enclosure		
		(1) 6128RP -- Altus Spire Full Enclosure		
		(1) 6130RP -- Single Square Tower		
		(2) 80000 -- 49" Sq Punched Steel Deck		
		(1) 80078 -- 6"Stepped Platform		
		(1) 80931 -- Single Gizmo Panel		
		(1) 81488 -- Shoriz Loop Lad Link 98		
		(1) 81666 -- Fun Seat		
		(1) 81670 -- Crunch Bar		
		(1) 90022 -- 2'-6" Transfer System W/ Barrier		
		(1) 90029 -- 3' Transfer Platform W/Barrier		
		(1) 90107 -- 5'-6"/6' Schooner Climber		
		(1) 90207 -- Overhead Ladder Access Package		
		(2) 90268 -- 10' Upright, Alum		
		(4) 90269 -- 11' Upright, Alum		
		(6) 90270 -- 12' Upright, Alum		
		(1) 90282 -- 6' Quick 'S' Tube Slide, Std, 30" D		
		(1) 90391 -- 3'-0" Overhead Climber Access Ladder		
		(1) 90628 -- Ergo Link (3'-0" Rise)		
		(1) 90868 -- Splitter 6'		
		(1) 91120 -- 90° Play Port Bridge		
		(1) 91139 -- Entryway - Barrier		
		(4) 91139 -- Entryway - Barrier		



GameTime c/o Cunningham Recreation
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 Charlotte, NC 28224
 800.438.2780
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09/25/2023
 Quote #
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Walt Bittner Park (Cash with Order Grant)

Quantity	Part #	Description	Unit Price	Amount
		(1) 91240 – Gadget Frame (Grd Level)		
		(1) 91500 – Olympus Climber - 5'0 thru 6'0 attac		
		(1) 91583 – Space Race Half Panel		
		(1) 91598 – Overlook		
		(1) 91769 – Altus X Tower Tube To S Slide		
		(2) 91829 – 5" Upright Extension w/ Cap 6'		
		(2) 91833 – 5" Upright Extension w/ Cap 9'		
		(4) G90273 -- 15' Upright, Galv		
1	RDU	GameTime - PT20229 - Martins Ferry (Ages 2-5) [Roof2: _____] [Basic: _____] [RotoPlastic: _____] [Accent: _____] [Deck:Pvc: _____] [Tube: _____] [Roof: _____] [Arch: _____]	\$23,924.00	\$23,924.00
		(4) 19762 – Umbra Roof Plug		
		(1) 18807 – Cannon Panel		
		(1) 18319 – Single Steering Wheel		
		(1) 12728 – Single Seat P/T		
		(1) 18337 – 36" Tri Transfer Platform		
		(1) 19027 – Rung Access Ladder (2')		
		(1) 12502 – Lil Foot Slide Attachment		
		(2) 18200 – 36" Sq Punched Deck P/T 1.3125		
		(1) 19757 – Umbra Square Roof		
		(1) 19282 – Transfer System W/ Guardrail (2' Rise		
		(1) 19057 – Wave (Standard)		
		(2) 19388 – Exit Section Wilderslide li		
		(2) 19386 – Left Curve Section Wilderslide li		
		(1) 19464 – Double Entrance		
		(2) 12024 – 3 1/2" Uppt Ass'Y Alum 9'		
		(4) 12069 – 3 1/2"Uppt Ass'Y Alum 14'		
		(3) 12023 – 3 1/2" Uppt Ass'Y Alum 8'		
1	178749	GameTime - Owner's Kit	\$84.00	\$84.00
2	5167	GameTime - Expression Swing Tandem [Basic: _____]	\$2,542.00	\$5,084.00
2	5128	GameTime - Expression Swing 3 1/2" X 8' [Basic: _____]	\$1,859.00	\$3,718.00
1	4676	GameTime - Harmonic Chimes (set of 3)	\$4,211.00	\$4,211.00



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09/25/2023
 Quote #
 167348-01-01

Walt Bittner Park (Cash with Order Grant)

Quantity	Part #	Description	Unit Price	Amount
1	2023 GT- Grant	MISC - 2023 Matching Funds Grant- <u>Grant Rules and Limitations:</u> To qualify for up to 100% matching grant, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 90%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, IONiX®, Modern City®, and The Stadium® systems only. THRIVE (up to \$15,000) and Challenge Course (up to \$50,000) are also eligible for funding from GameTime. VistaRope, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be validated by the project administrator by October 20, 2023. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 27, 2023, or until eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2023, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2023 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included.		
Contract: OMNIA #2017001134			Sub Total	\$134,130.00
			Grant	(\$62,050.65)
			Freight	\$2,400.00
			Total	\$74,479.35

Comments

* MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

* Customer responsible for borders and safety surfacing (or priced upon request).



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

09/25/2023
Quote #
167348-01-01

Walt Bittner Park (Cash with Order Grant)

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 10-12 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

09/25/2023
Quote #
167348-01-01

Walt Bittner Park (Cash with Order Grant)

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$74,479.35**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

Walt Bittner Park Bloomington, IL

Design • Build • PLAY!



5-12 Unit

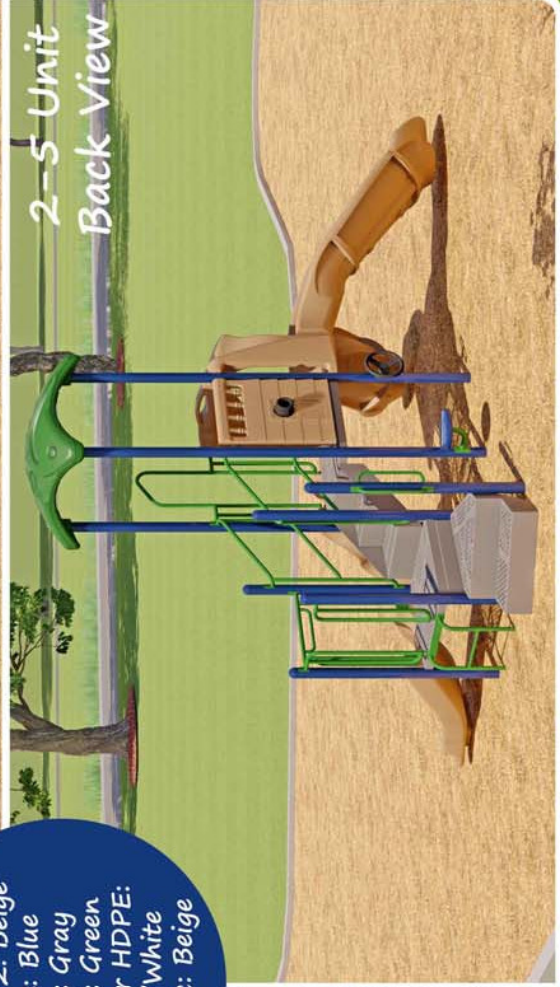


2-5 Unit

Colors:
Accent: Green
Accent 2: Beige
Basic: Blue
Deck: Gray
HDPE: Green
2-Color HDPE:
Blue/White
Plastic: Beige



5-12 Unit
Back View



2-5 Unit
Back View

COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www.ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

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- 1 100% recyclable plastics are manufactured using efficient processes
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ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.

OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

RECYCLING (ANNUAL)

Cardboard: 28.55 tons

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Scrap plastics: 37,586 lbs.

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Aluminum: 27,965 lbs.

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Trash can lids: 220 lbs.

Polyurea (liquid): 100 gal.

125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible – without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
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WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, “lifetime” encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

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- **Three-Year limited warranty** on SaddleMates rubber and “C”-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

A background photograph of four children playing on a green metal playground structure. The children are of various ages, and the scene is set outdoors with trees in the background. The image is semi-transparent to allow text to be overlaid.

Proposal for Bloomington Parks and Recreation

09-21-2023
Job # 167314-01

Fell Park



A PLAYCORE Company

800.235.2440 | gametime.com



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

09/25/2023
 Quote #
 167314-01-02

Fell Park (Cash with Order Grant)

Bloomington Parks and Recreation
 Attn: David Lamb
 1301 Fell Ave
 Bloomington, IL 61701
 Phone: 309.434.2280
 dlamb@cityblm.org

Ship to Zip 61701

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PT20005 - Maple Creek (Ages 5-12) [Basic: _____] [Accent: _____] [HDPE: _____] [Deck:Pvc: _____] [RotoPlastic: _____] [Tube: _____] [UniPlastic: _____] [Arch: _____] [Roof: _____] [Roof2: _____]	\$94,696.00	\$94,696.00
		(1) 4959 -- Maze Wheel		
		(2) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
		(3) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(1) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'		
		(4) 12069 -- 3 1/2"Uprt Ass'Y Alum 14'		
		(4) 12077 -- 3 1/2" Uprt Ass'Y Alum 15'		
		(1) 12215 -- Crunch Bar Prime Time		
		(1) 12421 -- Counter Panel		
		(1) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(2) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18679 -- Bongos		
		(1) 18692 -- Single Thunder Ring		
		(1) 18705 -- Seat And Table For Two 36"		
		(1) 18766 -- Fun Seat 36"		
		(4) 18832 -- Umbra Roof Extensio 2'		
		(6) 18833 -- Umbra Roof Extensio 3'		
		(1) 19002 -- Single Gizmo Panel		
		(1) 19007 -- Transfer System W/Barrier (3' Rise)		
		(1) 19064 -- Wavy Tree (7'-6" & 8')		
		(1) 19096 -- Schooner (4'-6" & 5')		
		(1) 19104 -- Ridge Climber		
		(1) 19244 -- Thunderring Panel		
		(1) 19257 -- Scramble Up (7'6" & 8')		
		(1) 19285 -- Transfer Platform W/ Guardrail 3'		
		(1) 19287 -- River Rock Climber		



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Quantity	Part #	Description	Unit Price	Amount
		(2) 19289 -- Two Piece Hex Deck		
		(1) 19382 -- Single Entrance Wilderslide li		
		(3) 19387 -- Right Curve Section Wilderslide li		
		(1) 19391 -- Support Wilderslide li		
		(1) 19416 -- Crawl-In Double Fun-L Up		
		(1) 19419 -- Fun-L Crawl Tube (Attach)		
		(1) 19424 -- Long Exit (Use On 7' & 8' Slides)		
		(1) 19747 -- Traverse Climber Link (1' rise)		
		(1) 19755 -- Wiggle Climber Attachment		
		(1) 19757 -- Umbra Square Roof		
		(2) 19758 -- Umbra Hex roof		
		(16) 19762 -- Umbra Roof Plug		
		(1) 19779 -- Weeble Climber 3'6/4'0		
		(1) 19790 -- Dbl Swerve Zip 4'-6"/5'		
		(1) 19803 -- Air Walker		
		(1) 19806 -- Splitter 8'		
		(2) G12026 -- 3 1/2" Uprrt Ass'Y Galv 11'		
		(8) G12077 -- 3 1/2" Uprrt Ass'Y Galv 15'		
1	RDU	GameTime - PT21016 - Deschutes (Ages 2-5) [Basic: _____] [Accent: _____] [RotoPlastic: _____] [Tube: _____] [Deck:Pvc: _____] [Arch: _____] [Roof: _____] [Roof2: _____]	\$24,354.00	\$24,354.00
		(1) 4959 -- Maze Wheel		
		(1) 12023 -- 3 1/2" Uprrt Ass'Y Alum 8'		
		(3) 12027 -- 3 1/2" Uprrt Ass'Y Alum 12'		
		(3) 12068 -- 3 1/2"Uprrt Ass'Y Alum 13'		
		(3) 12069 -- 3 1/2"Uprrt Ass'Y Alum 14'		
		(1) 12502 -- Lil Foot Slide Attachment		
		(1) 12964 -- Single Gizmo Panel		
		(1) 13540 -- Crunch Bar		
		(3) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18337 -- 36" Tri Transfer Platform		
		(2) 19004 -- Transfer System W/Barrier (1' Rise)		
		(1) 19057 -- Wave (Standard)		
		(1) 19104 -- Ridge Climber		



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Quantity	Part #	Description	Unit Price	Amount
		(1) 19247 -- How Tall Am I		
		(1) 19362 -- 3'-6"/4'-0" Zip Swerve Slide Left		
		(3) 19756 -- Umbra Triangle Roof		
		(9) 19762 -- Umbra Roof Plug		
1	178749	GameTime - Owner's Kit	\$84.00	\$84.00
1	6372	GameTime - Spin With Me (With Handle) [Accent:_____][Roto Plastic:_____]	\$6,995.00	\$6,995.00
2	5167	GameTime - Expression Swing Tandem [Basic:_____]	\$2,542.00	\$5,084.00
2	5128	GameTime - Expression Swing 3 1/2" X 8' [Basic:_____]	\$1,859.00	\$3,718.00
1	2023 GT- Grant	MISC - 2023 Matching Funds Grant- <u>Grant Rules and Limitations:</u> To qualify for up to 100% matching grant , list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order . For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 90%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, IONiX®, Modern City®, and The Stadium® systems only. THRIVE (up to \$15,000) and Challenge Course (up to \$50,000) are also eligible for funding from GameTime. VistaRope, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be validated by the project administrator by October 20, 2023. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 27, 2023, or until eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2023, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2023 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included.		
Contract: OMNIA #2017001134			Sub Total	\$134,931.00
			Grant	(\$62,052.52)
			Freight	\$3,763.17
			Total	\$76,641.65

Comments

* MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

* Customer responsible for borders and safety surfacing (or priced upon request).



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GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 10-12 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



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Fell Park (Cash with Order Grant)

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$76,641.65**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

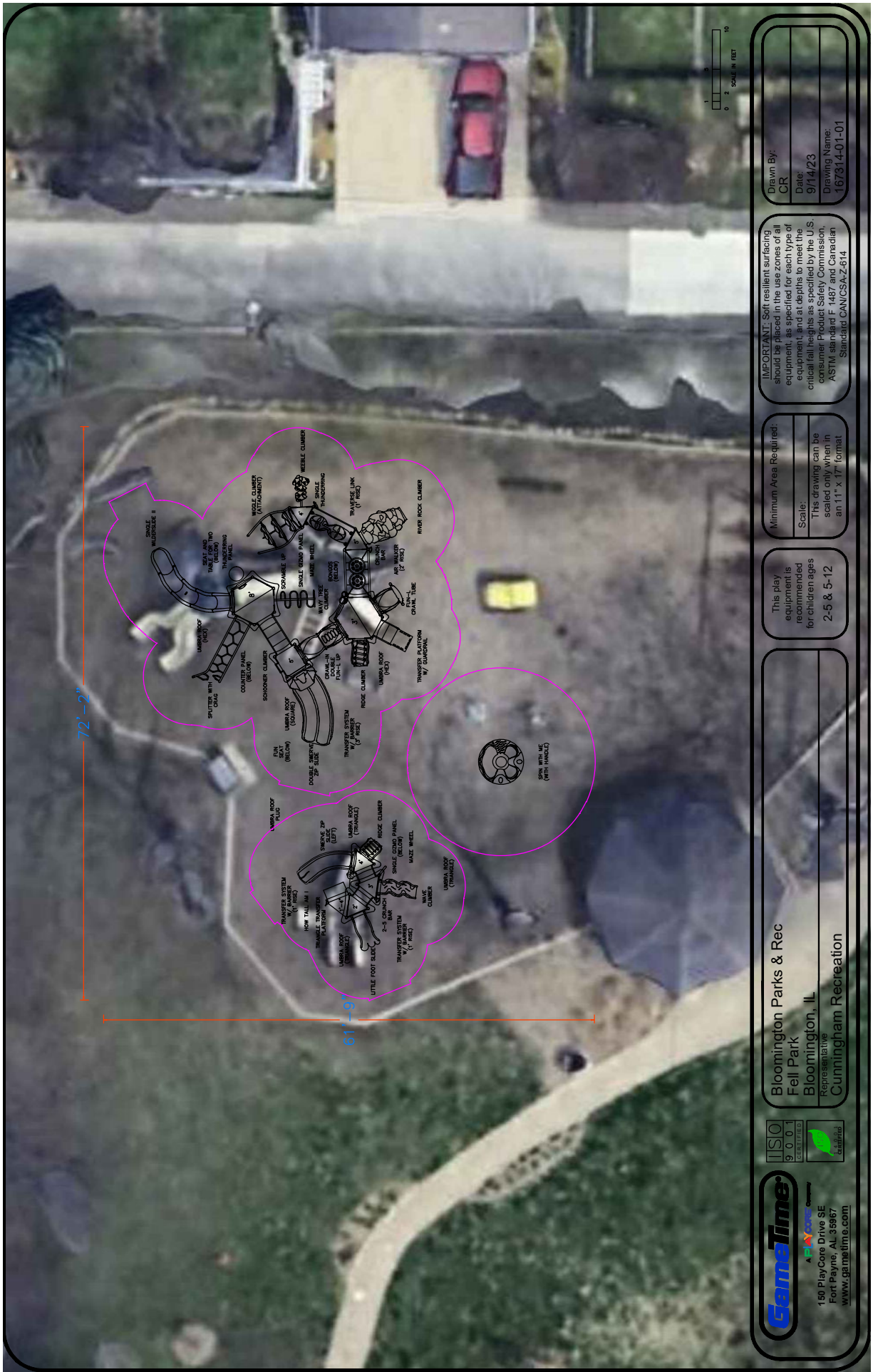
Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____





GameTime®
A PLAYCORE Company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

This play equipment is recommended for children ages 2-5 & 5-12

Drawn By: CR
Date: 9/14/23
Drawing No: 167314-0



Fell Park Bloomington, IL

Design • Build • PLAY!



5-12 Unit
Back View



2-5 Unit
Back View

Color Palette: Mossy Grove

www.cunninghamrec.com

COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

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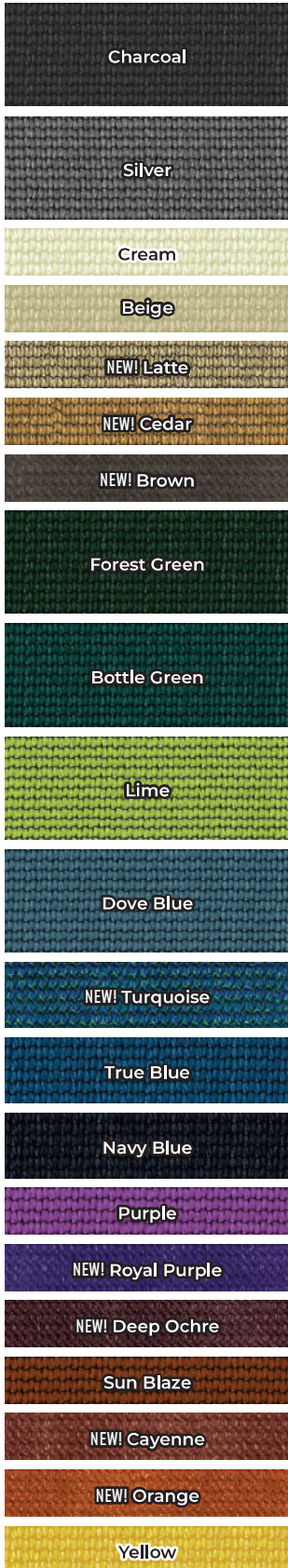
MATERIAL COLOR OPTIONS

METAL	PLASTIC	HDPE	2 COLOR HDPE
Black		Black	Black/White
Starlight Black	Champagne		Gray/Black
Metallic		Dolphin Gray	White/Black
White			
NEW! Vanilla	Beige	Beige	Beige/Green
Champagne			
Beige			
Brown	Brown	Brown	NEW! Brown/White
Bronze			
Dark Green	Green		Green/White
Green		Green	
NEW! Sage			
NEW! Ice Butter	NEW! Chartreuse		
NEW! Ice Mint			
NEW! Chartreuse	Spring Green	Spring Green	Spring Green/White
Spring Green			
NEW! Ocean			
NEW! Azure	NEW! Azure	NEW! Azure	NEW! Azure/White
NEW! Sea Mist	Sky Blue	Sky Blue	Sky Blue/White
Sky Blue			
Blue	Blue	Blue	NEW! Blue/White
Periwinkle	Periwinkle		
Royal Purple	Royal Purple	Purple	NEW! Purple/White
Burgundy	Burgundy	Burgundy	NEW! Burgundy/White
Red	Red	Red	Red/White
Orange	Orange	Orange	NEW! Orange/White
Butterscotch			
Yellow	Yellow	Yellow	Yellow/Black

Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

MATERIAL COLOR OPTIONS

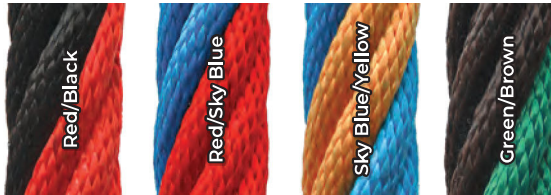
SHADE FABRIC



VISTAROPETM STANDARD

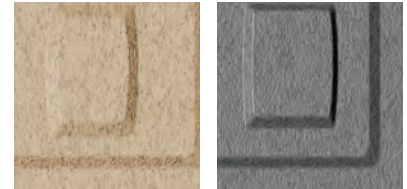


VISTAROPETM CUSTOM



*Colors for VistaRope products only. All standard GameTime ropes are black.

SPECIAL ROCK



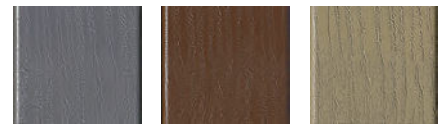
Sandstone

Deep Granite

WALLCANO® HANDHOLDS



SITE RECYCLED PLASTIC LUMBER

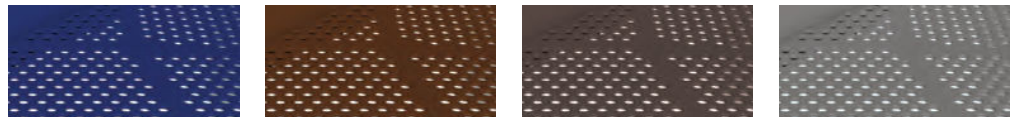


Gray

Tudor

Sand

DECKS



Blue

Brown

NEW! Chocolate

Gray

PALETTES

NEW!



BEDROCK

- Fabric Shade **Sliver**
- Plastic Roof **Champagne**
- Uprights **Sage**
- Accent 1 **White**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Champagne**
- Tube **Champagne**
- Rock **Dark Granite**
- Decks **Brown**

NEW!



MOSSY GROVE

- Fabric Shade **Lime**
- Plastic Roof **Chartreuse**
- Uprights **Sage**
- Accent 1 **Chartreuse**
- HDPE **Spring Green**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Chartreuse**
- Tube **Champagne**
- Rock **Sandstone**
- Decks **Brown**



SPRING BLOOM

- Fabric Shade **True Blue**
- Plastic Roof **Spring Green**
- Uprights **Champagne**
- Accent 1 **Spring Green**
- HDPE **Sky Blue**
- 2 Color HDPE **Sky Blue/White**
- Roto Plastic **Sky Blue**
- Tube **Spring Green**
- Rock **Deep Granite**
- Decks **Brown**

PALETTES



MALIBU

- Fabric Shade **Forest Green**
- Plastic Roof **Spring Green**
- Uprights **Bronze**
- Accent 1 **Beige**
- HDPE **Spring Green**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Spring Green**
- Tube **Spring Green**
- Rock **Sandstone**
- Decks **Brown**

NEW!



JURASSIC

- Fabric Shade **Sun Blaze**
- Plastic Roof **Champagne**
- Uprights **Sage**
- Accent 1 **Butterscotch**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Burgundy/White**
- Roto Plastic **Champagne**
- Tube **Champagne**
- Rock **Sandstone**
- Decks **Brown**

NEW!



FORESTER

- Fabric Shade **Forest Green**
- Plastic Roof **Green**
- Uprights **Brown**
- Accent 1 **Beige**
- HDPE **Beige**
- 2 Color HDPE **Beige/Green**
- Roto Plastic **Green**
- Tube **Green**
- Rock **Deep Granite**
- Decks **Brown**

PALETTES

NEW!



ARCTIC

- Fabric Shade **True Blue**
- Plastic Roof **Periwinkle**
- Uprights **White**
- Accent 1 **Champagne**
- HDPE **Sky Blue**
- 2 Color HDPE **Sky Blue/White**
- Roto Plastic **Periwinkle**
- Tube **Sky Blue**
- Rock **Deep Granite**
- Decks **Gray**

NEW!



CUCUMBER

- Fabric Shade **Cream**
- Plastic Roof **Green**
- Uprights **Ice Mint**
- Accent 1 **Vanilla**
- HDPE **Blue**
- 2 Color HDPE **Blue/White**
- Roto Plastic **Green**
- Tube **Green**
- Rock **Deep Granite**
- Decks **Chocolate**

NEW!



VOYAGE

- Fabric Shade **Charcoal**
- Plastic Roof **Azure**
- Uprights **Sage**
- Accent 1 **Ice Butter**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Azure**
- Tube **Azure**
- Rock **Deep Granite**
- Decks **Gray**

PALETTES

NEW!



TIMBERLAND

Fabric Shade **True Blue**
 Plastic Roof **Sky Blue**
 Uprights **Brown**
 Accent 1 **Spring Green**
 HDPE **Sky Blue**
 2 Color HDPE **Sky Blue/White**
 Roto Plastic **Sky Blue**
 Tube **Sky Blue**
 Rock **Deep Granite**
 Decks **Blue**

NEW!



POPSICLE

Fabric Shade **Brown**
 Plastic Roof **Burgundy**
 Uprights **Vanilla**
 Accent 1 **Azure**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Burgundy**
 Tube **Burgundy**
 Rock **Deep Granite**
 Decks **Chocolate**



PASSION FRUIT

Fabric Shade **Dove Blue**
 Plastic Roof **Yellow**
 Uprights **Orange**
 Accent 1 **Spring Green**
 HDPE **Sky Blue**
 2 Color HDPE **Sky Blue/White**
 Roto Plastic **Yellow**
 Tube **Yellow**
 Rock **Sandstone**
 Decks **Brown**

NEW!



AURORA

Fabric Shade **Bottle Green**
 Plastic Roof **Azure**
 Uprights **Ice Butter**
 Accent 1 **Azure**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Azure**
 Tube **Azure**
 Rock **Dark Granite**
 Decks **Gray**



AVALON

Fabric Shade **Sliver**
 Plastic Roof **Champagne**
 Uprights **Bronze**
 Accent 1 **White**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Periwinkle**
 Tube **Periwinkle**
 Rock **Deep Granite**
 Decks **Gray**



WEST PALM

Fabric Shade **Lime**
 Plastic Roof **Orange**
 Uprights **Sky Blue**
 Accent 1 **Spring Green**
 HDPE **Blue**
 2 Color HDPE **Spring Green/White**
 Roto Plastic **Orange**
 Tube **Orange**
 Rock **Sandstone**
 Decks **Gray**

PALETTES



WHIMSY

- Fabric Shade **Navy Blue**
- Plastic Roof **Orange**
- Uprights **White**
- Accent 1 **Blue**
- HDPE **Orange**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Periwinkle**
- Tube **Sky Blue**
- Rock **Deep Granite**
- Decks **Gray**

NEW!



WATERMELON

- Fabric Shade **Lime**
- Plastic Roof **Red**
- Uprights **White**
- Accent 1 **Chartreuse**
- HDPE **Green**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Red**
- Tube **Red**
- Rock **Dark Granite**
- Decks **Blue**

NEW!



OCEAN FLOOR

- Fabric Shade **True Blue**
- Plastic Roof **Azure**
- Uprights **Chartreuse**
- Accent 1 **Royal Purple**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Azure**
- Tube **Azure**
- Rock **Dark Granite**
- Decks **Brown**

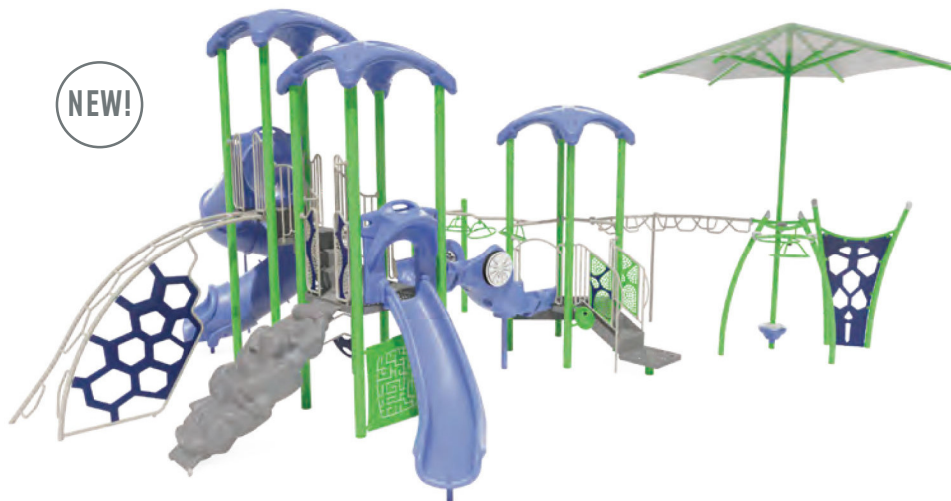
PALETTES



DEEP SPACE

- Fabric Shade **Dove Blue**
- Plastic Roof **Sky Blue**
- Uprights **Starlight Black**
- Accent 1 **Yellow**
- HDPE **Red**
- 2 Color HDPE **Red/White**
- Roto Plastic **Sky Blue**
- Tube **Sky Blue**
- Rock **Deep Granite**
- Decks **Blue**

NEW!



HONEYSUCKLE

- Fabric Shade **Sliver**
- Plastic Roof **Periwinkle**
- Uprights **Spring Green**
- Accent 1 **Champagne**
- HDPE **Blue**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Periwinkle**
- Tube **Periwinkle**
- Rock **Deep Granite**
- Decks **Gray**

NEW!



DISCOVERY

- Fabric Shade **Orange**
- Plastic Roof **Azure**
- Uprights **Periwinkle**
- Accent 1 **Butterscotch**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Azure**
- Tube **Azure**
- Rock **Deep Granite**
- Decks **Gray**

PALETTES



EMERALD

- Fabric Shade **Navy Blue**
- Plastic Roof **Spring Green**
- Uprights **Metallic**
- Accent 1 **White**
- HDPE **Yellow**
- 2 Color HDPE **Red/White**
- Roto Plastic **Spring Green**
- Tube **Spring Green**
- Rock **Deep Granite**
- Decks **Blue**



NEW!

RIPTIDE

- Fabric Shade **True Blue**
- Plastic Roof **Sky Blue**
- Uprights **Sea Mist**
- Accent 1 **Azure**
- HDPE **Orange**
- 2 Color HDPE **Orange/White**
- Roto Plastic **Sky Blue**
- Tube **Sky Blue**
- Rock **Dark Granite**
- Decks **Blue**



NEW!

SHINE

- Fabric Shade **True Blue**
- Plastic Roof **Orange**
- Uprights **Sky Blue**
- Accent 1 **Spring Green**
- HDPE **Orange**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Orange**
- Tube **Orange**
- Rock **Sandstone**
- Decks **Gray**

PALETTES

NEW!



BEE HIVE

- Fabric Shade **Sliver**
- Plastic Roof **Yellow**
- Uprights **Black**
- Accent 1 **Ice Butter**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Yellow**
- Tube **Yellow**
- Rock **Dark Granite**
- Decks **Brown**

NEW!



ERUPTION

- Fabric Shade **Sun Blaze**
- Plastic Roof **Red**
- Uprights **Orange**
- Accent 1 **Butterscotch**
- HDPE **Orange**
- 2 Color HDPE **Red/White**
- Roto Plastic **Red**
- Tube **Red**
- Rock **Dark Granite**
- Decks **Brown**



SUNRISE

- Fabric Shade **Yellow**
- Plastic Roof **Royal Purple**
- Uprights **Orange**
- Accent 1 **White**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Royal Purple**
- Tube **Royal Purple**
- Rock **Deep Granite**
- Decks **Gray**

PALETTES



JOVIAL

- Fabric Shade **Navy Blue**
- Plastic Roof **Spring Green**
- Uprights **Burgundy**
- Accent 1 **Butterscotch**
- HDPE **Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Spring Green**
- Tube **Spring Green**
- Rock **Deep Granite**
- Decks **Blue**



NEW!

MACAW

- Fabric Shade **Yellow**
- Plastic Roof **Yellow**
- Uprights **Orange**
- Accent 1 **Chartreuse**
- HDPE **Sky Blue**
- 2 Color HDPE **Sky Blue/White**
- Roto Plastic **Red**
- Tube **Red**
- Rock **Dark Granite**
- Decks **Blue**



GUM DROP

- Fabric Shade **Navy Blue**
- Plastic Roof **Blue**
- Uprights **Burgundy**
- Accent 1 **Butterscotch**
- HDPE **Blue**
- 2 Color HDPE **Red/White**
- Roto Plastic **Blue**
- Tube **Blue**
- Rock **Deep Granite**
- Decks **Blue**

PALETTES

NEW!



INDEPENDENCE

- Fabric Shade **Navy Blue**
- Plastic Roof **Champagne**
- Uprights **Burgundy**
- Accent 1 **White**
- HDPE **Blue**
- 2 Color HDPE **Blue/White**
- Roto Plastic **Champagne**
- Tube **Champagne**
- Rock **Deep Granite**
- Decks **Blue**



MAINTENANCE

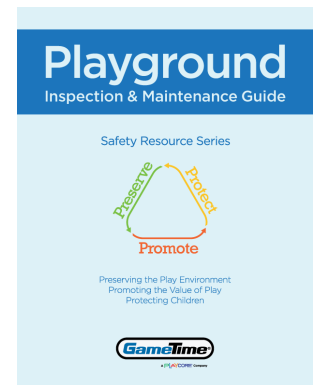
Our comprehensive guide will help you maintain your playground.

IMPORTANCE OF MAINTENANCE

Designing and building a GameTime playground is an important first step in creating play opportunities that enrich the lives of children and the community in which they live. Once the playground is open, however, it is equally important to perform regular inspections and maintenance to ensure your investment, and the benefits it represents, is protected.

The National Recreation and Parks Association's Certified Playground Safety Inspection Course estimates that nearly 40% of all playground injuries occur due to improper or neglected maintenance.

To help you create an inspection and maintenance program for your playground, GameTime developed a comprehensive Playground Maintenance Guide to help you maintain and protect your playground.



CUSTOMIZED MAINTENANCE KIT

We provide a customized maintenance kit with every play system. Each kit includes:

- Touch up paint customized to your selected color palette to touch up nicks and scratches cause by wear and tear and/or vandalism
- Graffiti Remover designer to remove unwanted paint from plastic and metal without damaging the finish underneath
- Customized toolkit specifically for the bolts, fittings, and connections on your play system
- Instruction manual with easy-to-read assembly instructions for every component on your system



A PLAYCORE Company

CERTIFICATE OF GRANT AWARD

This certificate entitles

City of Bloomington - Parks & Recreation - Walt Bittner Park

to a GameTime Community Champions™
Playground Grant Funding Award of

\$62,050.65

Funds must be claimed, and orders must be received no later than October 27, 2023, and must accompany a qualifying play system purchase. Award may not be combined with any other order or special offer. Other terms and conditions apply. Contact your local GameTime representative at 800-235-2440 for complete details about this grant award.

A handwritten signature in black ink, reading "S. Spencer Cheak".

S. Spencer Cheak
President, GameTime



A PLAYCORE Company



A PLAYCORE Company

CERTIFICATE OF GRANT AWARD

This certificate entitles

City of Bloomington - Parks & Recreation - Fell Park

to a GameTime Community Champions™
Playground Grant Funding Award of

\$60,644.20

Funds must be claimed, and orders must be received no later than October 27, 2023, and must accompany a qualifying play system purchase. Award may not be combined with any other order or special offer. Other terms and conditions apply. Contact your local GameTime representative at 800-235-2440 for complete details about this grant award.

A handwritten signature in black ink, reading "S. Spencer Cheak".

S. Spencer Cheak
President, GameTime



A PLAYCORE Company



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Purchase of 42 Zoll AED 3 units/cases, as well as 42 Hemostatic Bleed Control Kits, in the Amount of \$81,572.68, as requested by the Human Resources Department.

RECOMMENDED MOTION: The Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: When a catastrophic cardiac incident occurs, every minute counts. Automated External Defibrillators bridge the gap between the onset of the event and the arrival of first responders. Zoll is an industry leader in this field, with the *Zoll AED 3* units offering quality of CPR feedback, fully automated shock delivery, and the ability to treat a child patient with the push of a button.

The proposed purchase of the Hemostatic Bleed Control kits addresses the same need to treat immediately while help arrives. Hemostatic dressings have the capability to stop bleeding upwards of 5x faster than standard gauze alone.

The Human Resources (Safety) Department has undertaken this initiative with the following Departments to ensure that this critical, lifesaving equipment is in the field and on the job site, where it is needed most: Water, Public Works, Parks Maintenance, Electricians, and Facilities Maintenance.

This purchase will utilize the GSA Federal joint purchasing contract #36F79723D0173, exp. 8/31/2028.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase the AED's and Hemostatic Bleed Control kits in the amount of \$81,572.68. Funding will be sourced from the following budgets:

Water Administration-Uniforms Supply & Maintenance Account (50100110-71030) \$27,157.20
Solid Waste-Safety Equipment Account (54404400-71035) \$9,699.00
Street Maintenance-Safety Equipment account (10016120-71035) \$5,819.40
Storm Water-Safety Equipment Account (53103100-71035) \$1,939.80
Sanitary Sewer-Safety Equipment Account (51101100-71035) \$3,879.60

Engineering-Safety Equipment Account (10016210-71035) \$3,879.60
Facilities Maintenance-Safety Equipment Account (10015480-71035) \$7,759.20
Parking Operations-Safety Equipment Account (10015490-71035) \$1,939.80
Parks Maintenance-Safety Equipment Account (10014110-71035) \$9,699
Water Administration-Other Purchased Services Account (50100110-70690) \$9,699
Casualty Insurance-Other Purchased Services Account (60150150-70690) \$101.08
Total: \$81,572.68

Sufficient budgeted funds are available in all the accounts listed above to make this purchase. Stakeholders can locate these accounts in both of the FY 2024 Budget Books: "Budget Overview & General Fund" for all of the General Fund purchases and "Other Funds & Capital Improvement" for all of the Enterprise Fund purchases.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Alex Rosas, Safety and Risk Manager

ATTACHMENTS:

[HR 1B Quote](#)

[HR 1C Joint Purchasing Contract](#)



Sales Quote

September 15, 2023

Page 1 / 1

Cardio Partners Inc
PO Box 772834
Detroit, MI 48277
800-422-8129

Customer Number
Your Reference
Customer PO Number
Shipping Method
Payment Terms

FEDEX Ground
Credit Card

BILL TO:

City of Bloomington, IL
Alex Rosas
115 East Washington St.
Bloomington, IL 61701
USA

SHIP TO:

City of Bloomington, IL
Alex Rosas
115 East Washington St.
Bloomington, IL 61701
USA

GSA Contract # 36F79723D0173

Item No.	Description	Quantity	Current Price	Your Price	Total
8511-001102-01 W/EXT	ZM-AED 3 Fully-Automatic AED	42	2,144.00	1,695.01	71,190.42
	- 42 ZM-AED 3 Fully-Automatic AED				
	- 42 RKM-Responder Pack Premium AED/CPR -AED Superstore				
	- 42 SIGN-Decal 4" Round - AED Equipped Facility				
	- 42 TAG-Check Tag (Single) by AED Superstore				
8000-001250	ZM-Case Carry ZOLL AED 3	42	140.00	126.00	5,292.00
8600-STB003A	MISC-Kit Advanced Stop the Bleed Curaplex - Vacuum Sealed	42	131.99	118.79	4,989.18
	Shipping Charges	1		101.08	101.08
	Shipping needs to go freight				
	We only pass thru we do not upcharge				
Subtotal					81,572.68
Total Tax					0.00
Total \$ Incl. Tax					81,572.68

Quote valid for 30 days from the above date.

Prepared for you by:

Lauren Blatt
lauren.blatt@cardiopartners.com
800-899-1102

PROUD SUPPLIER TO THE US GOVERNMENT

GSA/VA Contract Number: 36F79723D0173

Contract Expiration Date: 08/31/2028

DUNS #: 078 760 417

CAGE Code: 6V6E4

FEIN/TIN: [REDACTED]

Business Size Classification: Large

Contractor Information

[\(Vendors\) How to change your company information](#)

Contract #:	36F79723D0173	Socio-Economic :	Other than small business
Contractor:	CARDIO PARTNERS, INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	5000 TUTTLE CROSSING BLVD DUBLIN, OH 43016	Govt. Point of Contact:	
Phone:	800-742-1570	JIN CHUNG	
E-Mail:	tony.hagene@cardiopartners.com	Phone: (708)786-4392	
Web Address:		E-Mail: jin.chung@va.gov	
SAM UEI:	DJJ9W5WP44A8		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Current Option Period End Date	Ultimate Contract End Date	Category	View Catalog
65 II A	MEDICAL EQUIPMENT AND SUPPLIES	36F79723D0173		Aug 31, 2028		A-59	



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Approval of an Intergovernmental Agreement between the City of Bloomington and the City of Lexington for the use of the City of Bloomington Police Shooting Range, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen miles east of Bloomington on Route 9. An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the City of Lexington. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commissions.

A new agreement is proposed. The rate for the City of Lexington is \$1,315.51 and represents payment for use from January 1, 2023 to December 31, 2023. This is a one-year agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City of Lexington

FINANCIAL IMPACT: If approved, the City of Lexington will pay \$1,315.51 for the use of the facility for 2024. This will be recorded in the Police-Property/Facility Rental Fees account (10015110-54430). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 233.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amber Bishler, Office Manager

ATTACHMENTS:

[PD 1B Agreement](#)

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE CITY OF LEXINGTON
REGULATING THE USE BY CITY OF LEXINGTON
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the City of Lexington are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the City of Lexington desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the City of Lexington and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The City of Lexington.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by December 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 4 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. After a reasonably sufficient time to correct scheduling conflicts/issues, the Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if requested. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 4 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range, along with a copy of each officer's certification and/or credentials showing they are properly certified as range safety officers pursuant to the laws, regulations, and training requirements set forth for such certification. Failing to provide the list and necessary certifications and/or credentials or to keep said list and information current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range and use of the indoor range building are not included in this agreement.

Pistol ammunition is the only ammunition authorized for use on the pistol side of the range. The pistol side of the range is that area immediately in front of the range shed and is equipped with target stands and lanes of fire. Any agency using rifle ammunition on the pistol range will be responsible for the cost of repair of any damage caused by rifle ammunition on the pistol range. Additionally, any agency using rifle ammunition on the pistol range may be subject to a \$1000.00 fee for damages and clean up and constitutes a breach of this agreement which may result in suspension from using any of the range facilities for the remainder of the calendar year.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to willful or wanton negligence, intentional or illegal conduct, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range officer for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of one thousand three hundred fifteen dollars and fifty-one cents. (\$1,315.51) for use of the facility for 2024. This fee shall be paid on January 1st of 2024 and shall represent payment for use from January 1, 2024, until December 31, 2024. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 4 shooting dates during the year. If the agency receives fewer than 4 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2024, and terminating on December 31, 2024. First payment is due January 1, 2024.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

XI. KEYS

Keys to access the range shall be checked out from the Bloomington Police Department prior to the date being used. The keys shall be returned to the Bloomington Police Department as soon as reasonably possible after the conclusion of the training.

9/28/23

Date

CITY OF LEXINGTON

By: 

Mayor

ATTEST: 
Lexington City Clerk

CITY OF BLOOMINGTON

By: _____

Mayor

ATTEST: _____
Bloomington City Clerk

Date



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with CDM Smith Inc., for the Lead Service Line Inventory and Replacement Plan in Accordance with the State and Federal Requirements, in the Amount of \$198,840, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

Objective 2b. Quality water for the long term

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The Water Department is recommending the approval of an Agreement with CDM Smith Inc. for the Lead Service Line Inventory and Replacement Plan, in the amount of \$198,840. If approved, CDM Smith Inc. will help finalize the lead service line inventory, lead service line replacement plan, and Illinois Environmental Protection Agency ("IEPA") State Revolving Fund (SRF) Project Plan (for funding) for compliance with Federal and State requirements. The Lead Service Line Replacement Plan ("LSLR Plan") will better position the City for Federal and State Grants and Principal Forgiveness Loans and help us meet IEPA requirements. CDM Smith recently assisted the City with a grant application and was awarded by the IEPA a \$50,000 grant for the lead service line ("LSL") inventory. The scope of services complies with the requirements of the grant for the inventory and includes additional effort for the development of a LSLR Plan in accordance with State and Federal requirements.

CDM Smith Inc. brings extensive national and local experience and expertise in LSL planning, inventory, guidance, and replacement. CDM Smith is actively engaged in many lead-related projects and programs across the State, related to the Lead and Copper Rule Revisions and LSL planning replacement. CDM Smith Inc. has completed LSL inventories and/or replacement plans for over 100 water systems across the country and has helped replace over 50,000 lead service lines and counting. Their team is actively working with many systems across the Midwest and the country, on lead replacement planning and implementation. In addition to the LSLR expertise, CDM Smith Inc. has developed an excellent relationship with the IEPA drinking water and SRF offices and has reviewed and provided comments on the IEPA draft SRF plan for LSLR funding and held numerous calls and discussions with the IEPA Office. CDM Smith Inc. is currently working with IEPA on several lead-related SRF funding plans for communities in Illinois and has successfully secured

funding for several communities in Illinois for inventory and lead replacement efforts. In addition, CDM Smith Inc. has a national expert in federal funding who is knowledgeable about infrastructure funding under the Bipartisan Infrastructure Law ("BIL") and Inflation Reduction Act.

CDM Smith Inc. scope of work will be broken down into 7 different tasks. The 7 tasks are as follows:

1. Lead Service Line Inventory
2. Strategy for Determining Material for unknown services
3. Lead service line replacement program plan
4. Outreach support
5. Webpage development
6. IEPA SRF funding support
7. Project Management and Board Presentation

Over the past year, City staff have collected data from old council proceedings, water tap records, and field information through work orders to build a GIS map showing the locations of lead service lines. The information collected will be used by CDM Smith Inc. for the final inventory that will be reported to the IEPA.

Through Request for Qualifications (RFQ) 2022-25 (Resolution 2022-13), the City Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established 10 categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the nine selected firms under the Utility (Large) category, which is the key service for the project as described above, and determined CDM Smith Inc. to be the most qualified firm to do the work that best meets the City's needs. Based on CDM Smith Inc. selection under RFQ 2022-25 and their experience with this type of work, CDM Smith Inc. was asked to submit a proposal for the scope and fees associated with the development of the LSL Inventory and Replacement Plan. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply. CDM Smith Inc. proposal is attached with the cost breakdown including the IEPA Grant for the Inventory.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with CDM Smith Inc., for the Lead Service Line Inventory and Replacement Plan in accordance with the State and Federal Requirements, in the Amount of \$198,840. This will be paid from the Water Administration- Engineering Services account (50100110-70050). \$75,000 is budgeted in this account and pending approval of this agreement, the additional \$123,840 will be transferred from the Water Transmission & Distribution-Watermain Construction and Improvements account (50100120-72540). Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 120 and 126.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality

public infrastructure within the City to protect health, safety, and the environment), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents)

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:

[WTR 1B Agreement](#)

[WTR 1C Proposal](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
CDM SMITH INC.
FOR
LEAD SERVICE LINE INVENTORY AND REPLACEMENT PLAN**

THIS AGREEMENT, dated this 9th day of October, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and CDM Smith Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. This Agreement was subject to the following procurement initiative by the CITY: **RFQ #2019-34 Multi-Year Professional A&E Services** (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. This Agreement does not require the furnishment of any bonds by the VENDOR.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default and provide the VENDOR the opportunity to cure the default within fourteen (14) days. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. Neither Party shall be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the Parties reasonable control, including, without limitation, acts of God; earthquakes; fires; floods;

wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's negligent performance of this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital

status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.

- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful

exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

CDM Smith Inc.
Attn: Amrou Atassi
125 South Wacker Drive
Suite 2510
Chicago, IL 60601

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701

admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Senior Vice President

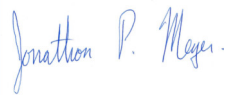
By: 
Its Project Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

CDM Smith will help finalize the lead service line inventory, lead service line replacement plan, and Illinois Environmental Protection Agency ("IEPA") SRF Project Plan (for funding) for compliance with Federal and State requirements. The Lead Service Line Replacement Plan ("LSLR Plan") will better position the City for Federal and State Grants and Principal Forgiveness Loans and help us meet IEPA requirements. CDM Smith recently assisted the City with a grant application and was awarded by the IEPA a \$50,000 grant for the lead service line ("LSL") inventory. The scope of services complies with the requirements of the grant for the inventory and includes additional effort for the development of a LSLR Plan in accordance with State and Federal requirements.

The scope of services is defined in a proposal provided to the City on September 5, 2023, attached hereto and incorporated herein. In the event of a conflict between the terms contained with the proposal and the terms of this Agreement, the terms of this Agreement shall prevail.

**EXHIBIT B
COSTS/FEES**

The contract amount to be paid by the City on a time and materials basis is \$198,840.

Task	Fee
LSL Inventory Meeting State Act and Federal LCRR (as funded by State Grant)—Task 1 and Task 2	\$50,000
State and Federally Accepted LSLR Plan and Workshops (Task 3)	\$84,250
LSL Outreach Materials and Webpage (Task 4 and Task 5)	\$31,440
Funding Support, Including IEPA SRF Nomination Form, Project Plan and Public Hearing (Task 6)	\$21,260
Project Management and Board Presentation (Task 7)	\$11,890
Total	\$198,840
IEPA Grant for Inventory	(\$50,000)
Remaining Amount Funded by City	\$148,840



125 South Wacker Drive, Suite 2510
Chicago, Illinois 60606
tel: 312-346-5000
fax: 312-346-5228



QR Code to CDM Smith's Lead
Expertise and Experience

August 04, 2023 (Updated September 05, 2023)

Mr. Brett Lueschen
Interim Water Director and Operations Manager
City of Bloomington, Illinois
blueschen@cityblm.org

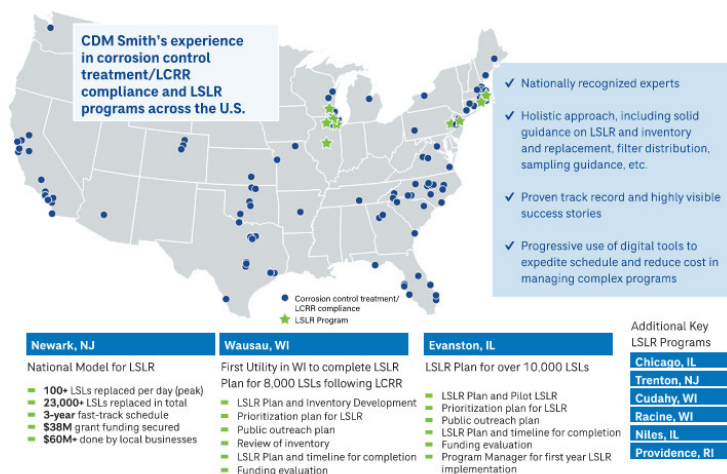
Subject: CDM Smith Scope of Services, Schedule and Fee for the City of Bloomington
Lead Service Line Inventory and Replacement Plan

Dear Brett:

CDM Smith Inc. is pleased to submit this proposal to assist the City of Bloomington with the development of a lead service line inventory, lead service line replacement plan, and IEPA SRF Project Plan (for funding) for compliance with Federal and State requirements. This inventory will be used to develop a Lead Service Line Replacement Plan (LSLR Plan or LSLRP) to better position the City for Federal and State Grants and Principal Forgiveness Loans. CDM Smith recently assisted the City with a grant application for the LSL inventory and this scope of services complies with the requirements of the grant for the inventory and also includes additional effort for the development of a LSLR Plan in accordance with State and Federal requirements.

CDM Smith brings extensive national and local experience and expertise in lead service line

Industry Leaders in Delivering LSLR Programs



(LSL) planning, inventory, guidance, and replacement. We are actively engaged in many lead related projects and programs across the State, related to the Lead and Copper Rule Revisions and LSL planning replacement. CDM Smith has completed LSL inventories and/or replacement plans for over 100 water systems across the country, and has helped replaced over 50,000 lead service lines and counting. Our team is actively working with

many systems across the Midwest and the country, on lead replacement planning and implementation.





Mr. Brett Lueschen
August 04, 2023 (September 05, 2023)
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In addition to the LSLR expertise, CDM Smith has developed an excellent relationship with the Illinois EPA drinking water and SRF offices and has reviewed and provided comments on the IEPA draft SRF plan for LSLR funding and held numerous calls and discussions with the IEPA Office. CDM Smith is currently working with IEPA on several lead related SRF funding plans for communities in Illinois and has successfully secured funding for several communities in Illinois for inventory and lead replacement efforts. In addition, CDM Smith has a national expert in federal funding that is knowledgeable about infrastructure funding under the Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act. We have advised several water utilities on funding opportunities at the national and local levels.

CDM Smith's Proposed Scope of Work

CDM Smith's Scope of Work is broken into the following tasks. Each task has defined deliverables and timeline for completion.

Task 1 – Lead Service Line Inventory

CDM Smith will assist the City in the development of a lead service line inventory using available digital data and deliver an Esri geodatabase with both the utility side material and customer side material. The City has approximately 33,411 service lines based on the last inventory, most of which the material is noted as unknown. This first phase of this task will use available digital data from the GIS, database of service material information (approximately 5,312 - based on recent meter replacement project), digitized service card information, and other records to identify the material for the unknowns.

The second phase of this task will estimate the material using agreed upon assumptions between CDM Smith and the City such as install date of service line or home, service line diameter, interviews with City staff, Building Department records, etc. The service line installation date can be used to assume the material based on available records and staff interviews. The assumed lead can then be prioritized for a visual inspection by City or communication with homeowners, in subsequent tasks.

Deliverable: The deliverable for this task is an inventory database in accordance with Federal and State guidelines. An Esri Geodatabase with additional fields for Utility Material, Customer Material and Source, will also be provided. This inventory will be submitted 12 weeks after receipt of requested data from the City. CDM Smith will also provide a technical memorandum summarizing the basis for the inventory numbers and any assumptions made in the analysis.



Mr. Brett Lueschen
August 04, 2023 (September 05, 2023)
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Task 2 – Strategy for Determining Material for Unknown Services

Based on a review of the current inventory, it appears that the City's system has some lead service lines and some galvanized service lines that are currently or formerly downstream of a lead gooseneck. Based on the Lead and Copper Rule Revisions (LCRR), the total number of lead service lines (LSLs) in the system will be the sum of:

- Lead service lines
- Galvanized service lines that are currently or formerly downstream of a lead service line (referred to as “galvanized requiring replacement” in the LCRR)
- Unknown service lines installed prior to a lead ban (either local or federal) that could potentially be lead (referred to as “lead status unknown” in the LCRR)

After completing Task 1, CDM Smith will develop a strategy for the City to implement to reduce the number of “lead status unknown” service lines. Several strategies will be considered and presented to the City and the final strategies will be included in the report.

For the purposes of this proposal, it is assumed that investigating the unknown service lines will include a communication strategy to empower residents to assist in a materials investigation. The development of an informational flyer and a postcard are included in the scope. As part of this phase, the information collected will need to be evaluated and incorporated into the City's existing database. It is assumed that the City will be collecting the information and incorporating into the system, however, CDM Smith can perform this as a separate task if requested. Based on previous experience, this is an effective way to get the message to residents and verify a percentage of the unknown service lines without substantial resources.

Deliverable: The deliverable for this task is a technical memorandum that outlines strategies for reducing unknowns, including flyers that the City can use to communicate with homeowners to assist with the identification. This memorandum will be submitted six (6) weeks after completion of the initial inventory (Task 1).

Both Tasks 1 and 2 will be funded by the IEPA inventory grant awarded to the City based on the application prepared by CDM Smith.

Task 3 – Lead Service Line Replacement Program Plan

The scope for a Lead Service Line Replacement Program Plan (LSLRPP) will be based on satisfying the requirements of the Lead and Copper Revised Rule (LCRR) (Federal Registrar

Mr. Brett Lueschen
August 04, 2023 (September 05, 2023)
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January 15, 2021) and Illinois Lead Service Line Replacement and Notification Act (State Act). The following will be included in a LSLRPP:

- A strategy for determining the materials for the unknown service lines
- Procedures to conduct full LSL replacements
- Public outreach plan including communication strategies for full and partial lead service line replacements (LSLRs)
- LSL replacement rates based on the number of LSLs according to the Act, and also in the event of a lead trigger level exceedance
- Flushing procedures and post replacement procedures
- LSL prioritization strategy
- Funding strategies including federal and state grants and other funding opportunities.

CDM Smith's proposed approach for the above items are as follows:

3.1 Lead a Brainstorming Session to Discuss Approaches

CDM Smith will lead a workshop with the City to determine how to best meet their specific needs. Planned infrastructure projects, available funding and debt structure, location and quantity of LSLs, available sources of service line material data, and staff expertise and availability will be taken into consideration in designing the LSLR plan. We will also discuss coordination of capital projects between City departments, particularly road re-pavement projects.

3.2 Develop a Plan to Replace Lead Service Lines

CDM Smith will develop a plan for replacement for all LSLs, including where these replacements will take place and how to prioritize and integrate those replacements with other capital projects planned over this timeframe. CDM Smith will develop a worksheet to help in making decisions on customer contributions and timelines. The worksheet then calculates the resources needed (i.e., construction crews, inspectors, etc.).

CDM Smith will develop budgets and staffing recommendations based around meeting these timelines.

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3.3 LSL Prioritization Strategy

Based on experience working with other systems, CDM Smith can assist the City in developing a prioritization strategy for LSL replacements. In developing the prioritization plan, CDM Smith will work with the City to determine how many LSLRs will occur under regular maintenance and in conjunction with water main replacement projects. We will review records of the number of historical leaks and breaks for water services and historical and future planned water main replacement rates. These numbers will help us understand how many of the annual LSLRs will be part of those programs and how many would be replaced under a stand-alone LSLR prioritization program. Examples of prioritization factors include:

- Areas with highest density of suspected LSLs
- Areas with highest density of children and other vulnerable population
- Areas of low to medium household income
- Environmental justice factors or indices
- Areas with highest lead levels
- Areas with other on-going work such as water main replacements or paving projects
- Areas with other contaminants of concern
- First come, first serve registration basis

CDM Smith will work with the City to develop a strategy incorporating one or more factors. If more than one factor is incorporated into the decision-making process, the factors will be weighted and a score provided for each suspected LSL. A heat map will be provided to assist in guiding the City in prioritizing replacements. The prioritization will incorporate clear justification which is needed for grant applications and for public perception of the program.

For the prioritization sub-task, CDM Smith proposes a facilitated workshop with stakeholders to discuss the prioritization factors and assigned weighting.

3.4 Recommended LSL Replacement Target Based on State Act and Federal LCRR

In close coordination with the City and based on the total number of estimated LSLs in Task 1, CDM Smith will assist in setting an annual required LSLR rate with justification.

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A number of scenarios will be developed for the replacement targets based:

- Annual replacement target based on State Act and known number of LSLs.
- Annual replacement target based on State Act and known and unknown number of LSLs.
- Annual replacement target based on Federal LCRR and number of LSLs.

CDM Smith will facilitate a workshop on LSLR prioritization, including factors and weighting.

3.5 Flushing and Post Replacement Procedures

Flushing procedures will be described in the LSLRP and a flyer will also be provided that the City can start to use immediately when performing any LSLRs.

3.6 Funding Strategies

CDM Smith will provide suggestions for grant and loan funding to assist in the cost of an LSLR program. A summary of Illinois and local legislation will be provided to determine what financing could be used for private side replacements. In addition to public funding, strategies for customer loans or raising money locally through voluntary contributions will also be provided.

In addition to the required elements of the Plan, CDM Smith will share case study information from other LSLR programs.

CDM Smith will facilitate a workshop on funding strategy and available Federal/State funding programs for LSLR. Task 6, below, includes the development of the IEPA SRF project plan for LSLR.

3.7 Procedures to Conduct Full LSL Replacements

CDM Smith will provide information in the LSLRPP regarding construction procedures for conducting full LSLRs with a focus on trenchless installation and coordination with homeowners.

CDM Smith will also provide typical example construction details for LSLR.

3.8 Quantify Support Expected from City Staff to Develop and Execute the Plan

In developing and executing the proposed LSLR, the City will need to dedicate staff resources to the program, including plumbing inspectors, distribution staff, water quality

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control, communications, legal, and financial experts. In developing this plan, CDM Smith will discuss current staffing requirements for infrastructure programs, such as the water main replacement program, and use this information combined with our expertise in the requirements for LSLR administration, to provide customized estimates for staffing and resource requirements.

3.9 Develop a Public Outreach and Communications Strategy

CDM Smith will meet with City staff to identify where LSLR education and outreach could be added to existing initiatives, and how much additional staffing or support may be required for a full outreach campaign.

A section on communication strategies with some sample messaging will be provided for full LSLRs.

CDM Smith will also include strategies for engaging with community groups, soliciting public comment, and providing regular public updates as the program progresses.

CDM Smith will facilitate a workshop on outreach plan and communication strategy.

3.10 Prepare Draft and Final LSLR Plan

To develop the final LSLR Plan with associated maps and figures, we will submit a draft plan for City review and provide comments. Our draft plan will include guidelines for public outreach and maintaining water quality following LSLR (post replacement requirements).

CDM Smith will schedule a review meeting to discuss any concerns or questions the City may have on the draft LSLR Plan.

After these comments are incorporated, we will submit the final draft version to the IEPA. CDM Smith's fee is based on one review cycle of the LSLR plan.

Deliverable: The final product of Task 3 will be a report that the City can present to the State as their LSLRPP meeting the requirements of the LCRR. A draft will be provided for City's review within 8 weeks of the completion of Task 1 and Task 2. A workshop will be held to discuss the plan. City's comments will be incorporated and a final version provided within three (3) weeks of receiving all comments.

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CDM Smith can provide additional support with public outreach meetings/presentations and associated material preparation, but those services are not included in the Scope of Work or Fee, and can be added as an optional sub-task or on as-needed basis, as directed by the City.

Task 4 - Outreach Support

CDM Smith will provide the City with outreach support for LSL education and inventory efforts, including preparing of outreach materials for public education and brochures for homeowners to report information on their service line material, including:

- Develop a flyer for customer self-reporting of service line material inventories;
- Develop education materials on lead, including federal and state requirements;
- Develop a door hanger for City staff to enter homes for collecting information on service line material;
- Develop a survey form for residents to upload information on materials.

Deliverable: The final products of Task 4 will be outreach and communication materials to help communicate and collect information about the inventory to the public

Task 5 - Webpage Development

CDM Smith can develop a webpage that includes information on City's efforts related to the inventory, and general education materials for lead. Within this website, we can provide links to CDM Smith and other developed videos and other materials for outreach, inventory, and overall LSL materials to further enhance the City's outreach strategy.

Deliverable: Static webpage for education materials on lead as approved by City staff. It is assumed that the website will be active for a total of 1-year.

Task 6: IEPA SRF Funding Support

CDM Smith will support the City to obtain an IEPA SRF low-interest loan for LSL replacement, including:

- Preparation of an IEPA SRF project nomination form
- Preparation of an IEPA SRF project plan
- Preparation for an IEPA SRF public hearing (required to obtain planning approval)

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- Review meeting with IEPA

CDM Smith will also investigate other funding options and provide the City with a list of potential funding opportunities for LSLR.

Task 4 Deliverables:

- IEPA SRF project nomination form
- IEPA SRF Project plan
- Review Meeting with IEPA

Task 7: Project Management and Board Presentation

Project management activities will include assessing the expectations of the City and managing scope, schedule, and budget to meet these expectations. CDM Smith will also maintain regular communication with City staff and submit monthly progress reports.

CDM Smith will also organize include bi-weekly virtual progress meetings to discuss project progress, questions and open issues.

CDM Smith will attend one board presentation to present the final LSLR Plan.

Task 7 Deliverables:

- Monthly progress reports;
- Overall project schedule;
- One Board Presentation.

Project Timeline

CDM Smith will begin work under this Proposal upon receipt of a Notice to Proceed (NTP) and receipt of requested data and information. We will work to establish a schedule that meet the City needs at the inception of the Project. CDM Smith will work with the City to complete the LSLR Plan by April 2024.



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CDM Smith's Proposed Fee

CDM Smith's fee for developing the above scope of services will be billed on a time and materials basis for a not-to-exceed fee of

breakdown of cost is task is provided below.

<i>Task</i>	<i>Fee</i>
LSL Inventory Meeting State Act and Federal LCRR (as funded by State Grant) – Task 1 and Task 2	\$50,000
State and Federally Accepted LSLR Plan and Workshops (Task 3)	\$84,250
LSL Outreach Materials and Webpage (Task 4 and Task 5)	\$31,440
Funding Support, Including IEPA SRF Nomination Form, Project Plan and Public Hearing (Task 6)	\$21,260
Project Management and Board Presentation (Task 7)	\$11,890
Total	\$198,840
IEPA Grant for Inventory	(\$50,000)
Remaining Amount Funded by City	\$148,840

CDM Smith commits to providing consulting services with qualified and experienced personnel, and working with the City through the successful completion of this important project. If you have any questions regarding this submittal, please contact me at (312) 718-5143 or via email at AtassiA@cdmsmith.com. We look forward to helping the City with this important project.

Very truly yours,

Amrou Atassi, PE, PMP, BCEE
Senior Vice President
CDM Smith Inc.



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving the First Amendment to the Real Estate Contract with the Boys and Girls Club of Bloomington-Normal dated September 4, 2019, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4e. Strong partnership with residents and neighborhood associations

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: On September 4, 2019, the City entered into a real estate purchase contract with the Boys and Girls Club of Bloomington-Normal ("BGC") for property located on and near Sunnyside Park. The legal description in this contract was tentative and sensitive to change pending survey and title commitment. The parties have now obtained a precise legal description that described the property to be sold and conveyed by the City to the BGC. The original sales contract provided that the closing on the property would take place not later than 90 days of recording of the Final Plat of Subdivision. The Final Plat of Subdivision is recorded on or about March 18, 2020, but the closing of the transaction was delayed due to, among other things, the COVID-19 Pandemic. The original contract also did not provide for the location and maintenance of a public drinking fountain that will serve both the public at Sunnyside Park and the people using the BGC property.

The proposed amendment specifies the property to be conveyed, revises the date upon which closing is to take place, and specifies the location and maintenance arrangement for the drinking fountain.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Boys and Girls Club of Bloomington-Normal

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-1 (Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents), Objective HL-1.1 (Coordinate park

panning with other agencies and entities)

Respectfully submitted for consideration.

Prepared by: George Boyle, Assistant Corporation Counsel

ATTACHMENTS:

[LGL 1B Ordinance](#)

[LGL 1C Ordinance Exhibit 1](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE REAL ESTATE CONTRACT WITH THE BOYS AND GIRLS CLUB OF BLOOMINGTON-NORMAL DATED SEPTEMBER 4, 2019

WHEREAS, on September 4, 2019, a Real Estate Purchase Contract, hereinafter, "Contract" was made between the City of Bloomington, hereinafter, "City", and Boys and Girls Club of Bloomington-Normal, hereinafter, "BGC", for the sale of some property on and near Sunny Side Park for the development by BGC of a new facility offering a broad range of services and recreation programs for youth ages 5 to 18; and

WHEREAS, the legal description set forth in the Contract was tentative and subject to change pending survey and title commitment/policy; and

WHEREAS, the Parties to the Contract now have a precise legal description, set forth in Exhibit A, that describes the property to be sold and conveyed by the City to the BGC; and

WHEREAS, Section 4 of the Contract provides that the closing shall take place not later than 90 days after recording of the Final Plat of Subdivision; and

WHEREAS, although the Final Plat of Subdivision was recorded with the McLean County Recorder on or about March 18, 2020 (see file #2020-00004868), the closing of the Contract transaction was delayed due to circumstances beyond the parties' control, including but not limited to the Covid-19 pandemic; and

WHEREAS, a public drinking fountain is currently present approximately on the property line boundary of the Property with Sunny Side Park; and

WHEREAS, the parties desire to amend the Contract, as set forth herein, to specify the property being conveyed.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. The Council hereby approves the First Amendment to the contract with the BGC attached hereto and labeled Exhibit 1 and authorizes the City Manager and City Clerk to execute the document.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 9th day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FIRST AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

This First Amendment to Real Estate Contract (the "First Amendment"), made and entered into this ____ day of _____, 2023, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and BOYS & GIRLS CLUB OF BLOOMINGTON-NORMAL, an Illinois not-for-profit corporation (hereinafter "BGC"), WITNESSETH that:

WHEREAS, on September 4, 2019, a Real Estate Purchase Contract ("Contract") was made between CITY and BGC for the sale of some property on and near Sunny Side Park for the development by BGC of a new facility offering a broad range of services and recreation programs for youth ages 5 to 18; and

WHEREAS, the legal description set forth in the Contract was tentative and subject to change pending survey and title commitment/policy; and

WHEREAS, the Parties to the Contract now have a precise legal description, set forth in Exhibit A, that describes the property to be sold and conveyed by the City to the BGC; and

WHEREAS, Section 4 of the Contract provides that the closing shall take place not later than 90 days after recording of the Final Plat of Subdivision; and

WHEREAS, although the Final Plat of Subdivision was recorded with the McLean County Recorder on or about March 18, 2020 (see file #2020-00004868), the closing of the Contract transaction was delayed due to circumstances beyond the parties' control, including but not limited to the Covid-19 pandemic; and

WHEREAS, a public drinking fountain is currently present approximately on the property line boundary of the Property with Sunny Side Park; and

WHEREAS, the parties desire to amend the Contract, as set forth herein, to specify the property being conveyed.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

Section 1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

Section 2. Amendment to Paragraph 4. The Contract shall be amended by replacing Paragraph 4 therein in its entirety with the following:

4. CLOSING AND CONVEYANCE OF TITLE. It is understood and agreed that the Property cannot be conveyed until a Final Plat of Subdivision subdividing Sunnyside Park is approved by the City and recorded with the McLean County Recorder of Deeds (as per the process described in Paragraph 1 herein). Closing shall take place at such time and place as the parties mutually agree upon, but not later than 90 days after the execution of this First Amendment. At closing, BGC shall pay the total balance of the agreed purchase consideration

(net of applicable credits and prorations) to the City and City shall thereupon execute and deliver to BGC a recordable Warranty Deed to the Property in accordance with the statutes of the State of Illinois. City shall pay for state, county and local transfer or other documentary stamps as may be required by law. Said deed shall be subject to the exceptions set forth in Paragraph 3 above and to the reverter set forth in Paragraph 5 below. City and BGC also agree to execute such documents as may legally be required by the Recorder of Deeds and any other official or agency. BGC shall pay recording fees.

Section 3. Addition of New Paragraph 20. The Contract shall be amended by addition of the following new Paragraph 20:

20. Public Drinking Fountain. The parties acknowledge that a public drinking fountain currently exists, located approximately on the new boundary of the Property with Sunny Side Park, as shown in Exhibit C. The parties acknowledge and affirm that the drinking fountain and its water supply piping shall be and remain publicly owned and maintained by the City, for which purpose the BGC shall allow the City reasonable access for maintenance and repairs at City expense. BGC agrees the drinking fountain will be available for public use by visitors to Sunny Side Park. Notwithstanding the foregoing, the BGC shall have the option to notify the City in writing if the BGC elects to expand the Property further and encompass the location of the public drinking fountain, provided that in doing so the BGC at its cost relocates the drinking fountain to another location on City property within Sunny Side Park. This paragraph shall survive closing and not merge into the deed of conveyance.

Section 4. Amendment to Exhibits A and B. The Contract shall be amended by replacing its Exhibit A with the Exhibit A contained herein. The parties further agree that the property described in Exhibit A shall be considered the final and complete description of the property subject to the Contract. In addition, the Contract shall be amended by replacing its Exhibit B with the Exhibit B contained herein.

Section 5. Force & Effect. In all other respects the Real Estate Purchase Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Real Estate Purchase Contract in duplicate this day and year first above written.

CITY OF BLOOMINGTON

**BOYS & GIRLS CLUB OF
BLOOMINGTON-NORMAL, an
Illinois not-for-profit corporation**

By: _____
Its City Manager

By: EM Kennedy
Its Board Chair

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: Jennifer Hart
Its Secretary

EXHIBIT A
DESCRIPTION OF PROPERTY

Part of Lot 2 in the Boys & Girls Club Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat thereof recorded March 18, 2020 as Document No. 2020-4868, more particularly described as follow: Beginning at the Northwest Corner of Lot 1 in said Boys & Girls Club Subdivision. From said Point of Beginning, thence west 2.33 feet along the Westerly Extension of the North Line of said Lot 1; thence south 153.17 feet along a line 2.33 feet west of and parallel with the East Line of said Lot 2 which forms an angle to the right of $90^{\circ}-21'-51''$ with said Westerly Extension to an East-West Line of said Lot 2; thence east 2.33 feet along said East-West Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence north 153.18 feet along said East Line of Lot 2 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course, to the Point of Beginning.

Part of P.I.N 21-05-353-025

EXHIBIT B
SITE LAYOUT PLAN

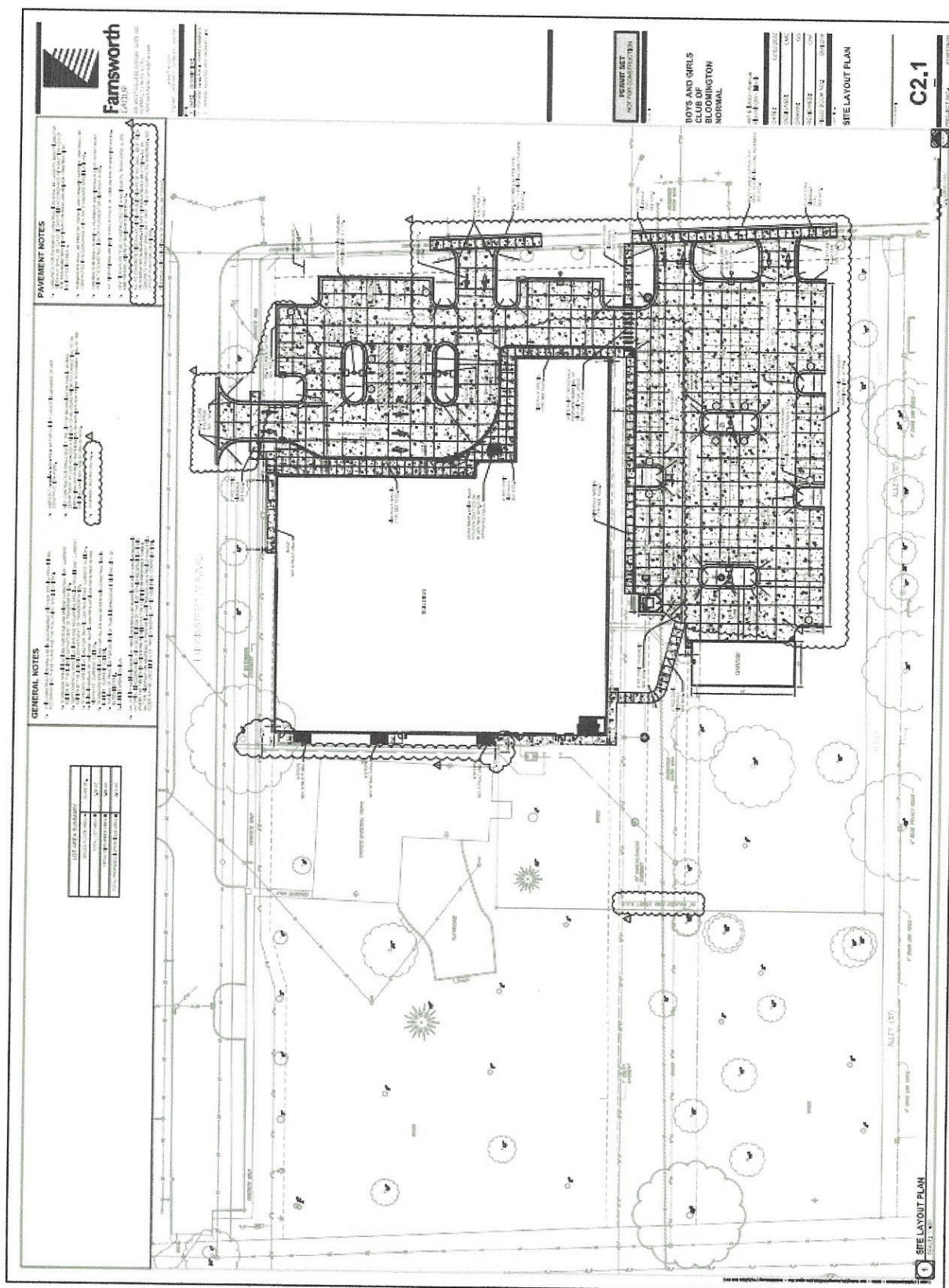
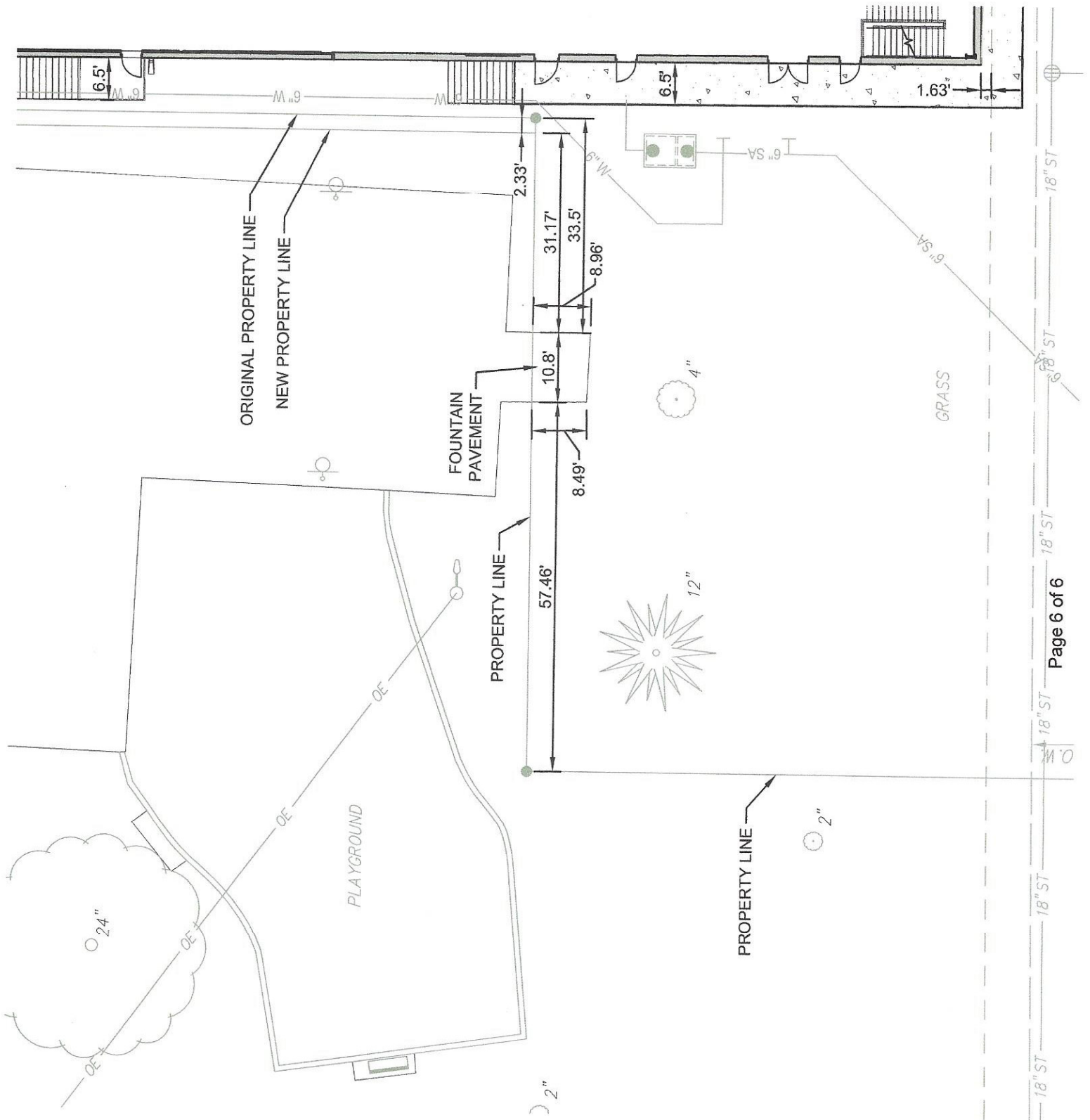


EXHIBIT C
DRINKING FOUNTAIN LOCATION
(on following page)





CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Approving a Second Amendment to the Economic Incentive Agreement By and Between the City of Bloomington, Illinois, and Forgetful Friends, LLC, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

Objective 3c. Revitalization of older commercial homes

BACKGROUND: On May 24th, 2022, Council approved an Economic Incentive Agreement between the City and Forgetful Friends, LLC. The agreement included obligations of the Developer, Forgetful Friends, LLC, including presenting a plan to the City specifying the improvements to be made, which the Developer has fulfilled, and obtaining all necessary permits within 30 days of approval, which the Developer has also fulfilled. Additional obligations include obtaining a Certificate of Occupancy for all three retail spaces and the basement of the property on or before April 1, 2023. The main space is being leased to Red Raccoon Games and the other two retail spaces will begin retail operations on or before October 31, 2023, unless delayed by Force Majeure. Force Majeure being causes beyond the reasonable control of the Developer.

Throughout the past three years the economy has suffered from a pandemic, heightened inflation, supply chain backlogs, labor shortages, and other local and world events causing major issues within the construction and development industry. These delays qualify under Force Majeure, being outside of the reasonable control of the Developer. Due to these issues, the Economic & Community Development ("E&CD") Department requested the first amendment to the Redevelopment Agreement, which was passed by Council on February 28, 2023. This amendment extended the date to obtain a Certificate of Occupancy for the three retail spaces from April 1, 2023, to October 31, 2023, and the date to commence operation of the two other businesses from October 31, 2023, to April 30, 2024. These issues have continued to create difficulties for the Developer, delaying the acquisition of necessary items and ultimately delaying the completion date of the project.

The E&CD Department is requesting the second amendment to the Redevelopment Agreement in order to extend the date to obtain a Certificate of Occupancy for all three retail spaces from October 31, 2023, to April 30, 2024, and the date to commence operation

of the two other Businesses from April 20, 2024, to October 31, 2024. This extension is believed to be a reasonable extension. In addition, if approved, annual payment dates will change from June 30th to March 31st and the agreement end date will be adjusted from June 30, 2029, to March 31, 2030, maintaining that the Agreement will end once that date occurs or once \$196,900 in total reimbursement has been rebated, whichever is sooner. These changes are in response to the extensions to the opening of the businesses and do not change the amount of the agreement nor the intent of the agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This amendment provides additional time for the Business to complete renovations and attract new businesses to the City of Bloomington. Without this time extension, the Incentive Agreement passed by City Council on May 24th, 2022, would become null and void, leaving a financial gap in the project financing and making the project financially unviable.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-4 (Enhance the image of Bloomington as a business-friendly community), Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), and Objective ED-4.5 (Identify and reduce barriers for local growth and economic development)

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Agreement- 2nd Amendment](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE APPROVING A SECOND AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS, AND FORGETFUL FRIENDS, LLC

WHEREAS, the City of Bloomington, Illinois (hereinafter “CITY”) is an Illinois home-rule municipality; and

WHEREAS, on May 24, 2022, an Economic Incentive Agreement (“AGREEMENT”) was made between CITY and DEVELOPER in order to assist in the Economic Incentive of 110 E Jefferson Street, Bloomington, Illinois (“SUBJECT PROPERTY”); and

WHEREAS, on February 28, 2023, a First Amendment (“FIRST AMENDMENT”) was made between the CITY and DEVELOPER to extend the occupancy date and all coinciding dates that followed the occupancy dates due to reasons outside the control of the DEVELOPER; and

WHEREAS, the Developer has experienced issues related to supply chain backlogs and is seeking a delay for the occupancy date and thereby all coinciding dates to follow the occupancy date; and

WHEREAS, the City Council, by passage of this Ordinance, desires to give its consent to delay the occupancy date and thereby all coinciding dates to follow the occupancy date as set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. The Second Amendment to the Redevelopment Agreement by and between the City of Bloomington, Illinois and Forgetful Friends, LLC, is hereby approved.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 9th day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND
BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND
FORGETFUL FRIENDS, LLC**

This Second Amendment, made and entered into this ____ day of _____, 2023, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter “CITY”), and FORGETFUL FRIENDS, LLC, (hereinafter “DEVELOPER”), WITNESSETH that:

WHEREAS, on May 24, 2022, an Economic Incentive Agreement (“AGREEMENT”) was made between CITY and DEVELOPER in order to assist in the Economic Incentive of 110 E Jefferson Street, Bloomington, Illinois (“SUBJECT PROPERTY”); and

WHEREAS, on February 28, 2023, a First Amendment (“FIRST AMENDMENT”) was made between the CITY and DEVELOPER to extend the occupancy date and all coinciding dates that followed the occupancy dates due to reasons outside the control of the DEVELOPER; and

WHEREAS, there has continued to be delay in the acquisition of necessary items due to supply chain backlogs, an issue outside of the control of the DEVELOPER, that has continued to delay the DEVELOPER from receiving a certificate of occupancy for the SUBJECT PROPERTY; and

WHEREAS, the DEVELOPER has requested to extend the occupancy date and thereby all coinciding dates to follow the occupancy date; and

WHEREAS, the parties desire to amend the AGREEMENT, as set forth herein, to extend the occupancy date and the coinciding dates that follow the occupancy date to ensure a reasonable timeline for project completion; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

Section 1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

Section 2. Amendments. The Agreement shall be amended as set forth in this Section.

A. Section 2(A) of the Agreement shall be amended as follows:

On or before September 30, 2022, the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion; and, obtain

certificates of occupancy from the City for all three retail spaces and the aforementioned basement on or before ~~April 1, 2023~~ ~~October 31, 2023~~ April 30, 2024.

B. Section 2(B) of the Agreement shall be amended as follows:

The Developer covenants and agrees to renovate the Subject Property in order to create one primary retail space and a basement, including an elevator to increase accessibility; as well as two additional retail spaces to be leased by Developer. The primary retail space, including the basement and elevator is to be leased to Bowties & Fezzes, LLC dba Red Raccoon Games, to be used as a retail and amusement space to be called Red Raccoon Games (the “Red Raccoon”) on or before ~~April 1, 2023~~ ~~October 31, 2023~~ April 30, 2024, unless delayed by Force Majeure as described in Section 6. The Developer covenants and agrees the primary retail space of the Subject Property will be leased to Bowties & Fezzes, LLC dba Red Raccoon Games or another fully operational retail establishment under a commercially reasonable lease without interruption for a period not less than six (6) years. The Developer covenants and agrees to lease the other two retail spaces in the Subject property to additional fully operational retail establishments under commercially reasonable leases. The Developer covenants and agrees to renovate the Subject Property in order to provide two additional retail spaces (the “Businesses”), each 2,500 square feet, on or before ~~April 1, 2023~~ ~~October 31, 2023~~ April 30, 2024, and begin retail operations in both spaces on or before ~~October 31, 2023~~ April 30, 2024 October 31, 2024.

C. Section 3(A) of the Agreement shall be amended as follows:

Provided that the Developer has satisfied the requirements as stated in Section 2 and commenced construction and obtained a certificate of occupancy for the Red Raccoon and the Businesses on or before ~~April 1, 2023~~ ~~October 31, 2023~~ April 30, 2024, the City hereby covenants and agrees to annually reimburse the Developer in amounts as outlined below:

1. Fifty percent (50%) of the Municipal Sales Taxes, as defined below, generated by Red Raccoon and one-hundred percent (100%) of the Municipal Sales Tax revenue generated by the Businesses, but only in the event that the Businesses located therein are new to the City of Bloomington, and distributed to the City by the Illinois Department of Revenue (IDOR) until the first to occur: (i) receipt of \$196,900 by the Developer from a combination of the Municipal Sales Taxes and the Property Tax Revenue, as hereinafter provided; or, (ii) ~~March 31, 2029~~ ~~June 30, 2029~~ March 31, 2030. It is understood and agreed that Municipal Sales Taxes are defined as the 1% Retailer’s Occupation Tax distributed to the City by IDOR pursuant to the Use Tax Act and the City’s 2.5% Home Rule Sales Tax (together known as the “Municipal Sales Taxes”). The first payment to the Developer will be made on or before ~~March 31, 2024~~ ~~June 30, 2024~~ March 31, 2025, for tax year 2023 2024; continued annually on or before ~~March 31~~ ~~June 30~~ March 31 until the first to

occur (i) the Developer has received \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue, as hereinafter provided or (ii) ~~March 31, 2029~~ June 30, 2029 March 31, 2030.

2. One hundred percent (100%) of the City of Bloomington's portion of the real estate taxes generated by the Subject Property (the "Property Tax Revenue") until the first to occur: (i) receipt by the Developer of \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue; or (ii) ~~March 31, 2029~~ June 30, 2029 March 31, 2030.

D. Section 4 of the Agreement shall be amended as follows:

Unless earlier terminated pursuant to Section 15 thereof, the term of this Agreement shall commence upon execution by the parties and shall terminate on the first to occur: (i) receipt by the Developer of \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue; or (ii) ~~March 31, 2029~~ June 30, 2029 March 31, 2030.

Section 3. Force & Effect. In all other respects the Economic Incentive Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Economic Incentive in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

FORGETFUL FRIENDS, LLC

By:  _____
Its Representative

ATTEST:

By: _____
Its Secretary



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing the Mayor and City Manager to Approve Agreements, Contracts, Land Acquisition, and Related Documents Associated with Budgeted Water, Sewer, and Stormwater Infrastructure Improvement Projects, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term
Objective 2c. Functional, well maintained sewer collection system
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the ordinance will authorize the Mayor and City Manager to use an expedited process to approve agreements (e.g., construction, design, evaluations, studies, land acquisition, etc.) for City water, sewer, and stormwater infrastructure projects where funding has been approved in the current fiscal year budget. Consistent with discussion by Council following storm events that caused flooding in June 2021, staff brought forward a similar ordinance for approval on September 27, 2021. The ordinance was in effect until April 30, 2023. Staff is bringing forward this ordinance to renew the expedited process through April 30, 2025.

The City Manager currently has spending authority up to \$50,000. This ordinance increases that authority, solely for purposes of water, sewer, and stormwater infrastructure projects, up to the budgeted amount and until the ordinance is no longer in effect, to allow for the execution and processing of these contracts on an expedited basis. Although these agreements would not need to come back to Council for approval, the ordinance requires the City Manager to report to Council, at its regular meeting, any contracts for design and/or construction that were approved by the Mayor and City Manager since the last meeting. The Mayor was included as a signatory requirement for the contracts as an additional check and balance for the process.

In addition to the budget limitation and involvement by the Mayor, agreements are also subject to the applicable bidding requirements. Any contracts for design or plan work would also still be subject to the qualification-based selection process and any agreement for land acquisition is also required to be based on certified appraisals or waiver valuations of the land. By authorizing the Mayor and City Manager to execute these agreements, it is estimated to cut approximately 30 days of "administration" time to the contracting process.

and thus get vendors to work more quickly on these high-priority infrastructure projects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: As the expanded authority is limited by the budget, no financial impact is expected if the Ordinance is approved.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the city to protect public health, safety, and the environment), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents), Objective UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment); and Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system)

Respectfully submitted for consideration.

Prepared by: Dominic Kallas, Civil Engineer II

ATTACHMENTS:

[DOES 1B Ordinance](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROVE AGREEMENTS, CONTRACTS, LAND ACQUISITION, AND RELATED DOCUMENTS ASSOCIATED WITH BUDGETED WATER, SEWER, AND STORMWATER INFRASTRUCTURE IMPROVEMENT PROJECTS

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City has a 2019 Water Infrastructure Master Plan that calls for various improvements to City infrastructure regarding water, and City staff is additionally identifying projects to improve the City's water system (hereinafter collectively "Water Improvements"); and

WHEREAS, the City has a 2014 City of Bloomington Stormwater and Sewer Master Plan that calls for various improvements to City infrastructure regarding stormwater and sewers, and City staff is additionally identifying projects to improve the City's stormwater and sewer system (hereinafter collectively "Stormwater and Sewer Improvements"); and

WHEREAS, the City Council finds it in the best interest of the City to expedite and streamline the approval process associated with improving the City's water, sewer, and stormwater infrastructure as set forth herein;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. Subject to the restrictions in Section 3, the Mayor and City Manager are authorized to approve any and all agreements, contracts or related documents, including change orders and amendments, for evaluations, studies, design plans, design work, or construction observation and construction work and projects, land acquisition, easements, and/or purchases related to the City's Water Improvements and Stormwater and Sewer Improvements, including ancillary or associated improvements and components.

Section 3. The approval authority set forth in Section 2 shall be subject to the following conditions and restrictions:

- A. No agreements or contracts may be approved by the Mayor and City Manager unless there are appropriated funds identified in the existing current fiscal year City budget sufficient to cover the costs of the agreement or contract.
- B. All agreements or contracts for land acquisition shall be based on certified appraisals or waiver valuations which shall be documented by the Water Department and/or the Department of Operations and Engineering Services and submitted in writing to the City Manager.

- C. All agreements or contracts for construction approved pursuant to Section 2 shall follow the applicable bidding requirements set forth in the City Code or as required by other applicable law.
- D. All agreements or contracts for design or engineering work shall follow the qualification selection process set forth in the City Code or as required by other applicable law. The City's most recent Professional Architectural & Engineering Services RFQ (2022-25) ordinance or replacement ordinance may be used for selection of qualified engineers, architects, and surveyors.

Section 4. The City Manager shall report to the City Council, at its regular meeting, any agreements or contracts for design and/or construction that were approved by the Mayor and City Manager since the last Council meeting under the authority granted in Section 2.

Section 5. The provisions in Chapter 16 on the approval of contracts and spending authority that are in conflict with the provisions of this Ordinance are hereby suspended and superseded by the provisions of this Ordinance where in conflict and while this Ordinance is in force and effect.

Section 6. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

Section 7. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 8. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 9. This Ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

Section 10. This Ordinance shall be effective immediately after the date of its publication as required by law and shall remain in full force and effect until April 30, 2025.

PASSED this 9th day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 1 Section 31 Regarding Credit Card Payments, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The City currently accepts credit cards as payment for many types of goods and services. The City currently absorbs all credit card processing fees related to this activity. Most of this activity is related to utility payments. Residential utility credit card processing fees are regulated resulting in an approximate cost of .33% per transaction amount, prior to the assessment of per-item fees. Commercial payments, even those for utilities, however, have fees assessed at the non-utility rates in the 2% to 3% range, depending on card type etc. Total credit card fees budgeted for FY2024 is \$609K.

The City's current Local Business Tax filing process is manual. Businesses must complete a tax form, print it, and send it in with a remittance. The City wishes to move this process online, and therefore must provide electronic payment options. Local Business Tax totals approximately \$15M annually per year. Assuming an approximate 2.5% credit card processing fee, this could add hundreds of thousands of dollars of fees to the City's expenditures.

To address the above concern, the proposed ordinance would allow the City to apply fees to commercial credit card transactions. This would be restricted to transactions where another electronic payment method is available, such as eCheck/ACH. If no such alternative is available, a fee could not be applied. The recommended fee would be 2.5% of the transaction amount. This would match the Town of Normal's general convenience fee.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, this ordinance would allow the City to bring its Local Business Tax filing process online, with no financial impact to the City.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 2B Ordinance](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 1 REGARDING CREDIT CARD PAYMENTS

WHEREAS, the City of Bloomington accepts, or intends to accept many forms of “credit card” payments for City services, programs, fines, licenses, permits, taxes, fees, obligations, or other debts; and

WHEREAS, the City must utilize third-party vendors to facilitate the processing of these payments; and

WHEREAS, the City is charged a fee by these third-party vendors to facilitate the processing of these payments; and

WHEREAS, the City wishes to recoup a portion of these fees via a “Convenience Fee” related to certain types of payment transactions; and

WHEREAS, the City wishes to codify this process by amending Chapter 1, Section 1-126 [Ch 1, Section 31] to read as follows:

- A. The City may accept credit cards as a method of payment for transactions. When accepting a credit card payment for either 1) a Commercial Transaction, or 2) a Local Business Tax, the City may also charge a credit card Convenience Fee. The Convenience Fee shall not exceed the total amount charged to the City by its third-party vendors for processing credit card transactions. In addition, the City may charge a Convenience Fee only if other electronic payment options that do not charge a fee are available. The City Manager may establish additional policies and procedures consistent with this section.
- B. For purposes of this section, the term “credit card” shall mean an instrument or device, whether known as a credit card, bank card, charge card, debit card, automated teller machine card, secured credit card, smart card, electronic purse, prepaid card, affinity card, or by any other name, issued with or without fee by an issuer for the use of the holder to obtain credit, money, goods, services, or anything else of value.
- C. Commercial Transaction. As used in this section “Commercial Transaction” means payments received by the City from, or on behalf of, commercial for-profit entities, including any amount received in exchange for City services, programs, fines, licenses, permits, taxes, fees, obligations, or other debts owed or payments made to the City.
- D. Local Business Tax transactions. As used in this section “Local Business Tax transactions” include payments by all entities, whether for profit or not,

subject to a City tax imposed on Food and Beverage, Package Liquor, Local Motor Fuel, Amusement, Hotel/Motel/Short Term Rental and Vehicle Use.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 9th day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: Ward 1 and Ward 4

SUBJECT: Consideration and Action on (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2024 in the Amount of \$997,500; and (2) Consideration and Action to Approve an Agreement with Clark Dietz, Inc., for Professional Engineering Services Related to the Locust Colton Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project, Phase 8 and Phase 9, in the Amount Not to Exceed \$1,997,500, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance and Agreement be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2c. Functional, well maintained sewer collection system

Objective 4d. Improved neighborhood infrastructure

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will enter into an agreement with Clark Dietz, Inc. for design work for Phase 8 and Phase 9 of the Locust Colton Combined Sewer Overflow ("CSO") Elimination and Water Main Replacement project.

The City sewer system operates CSO outlets near the intersection of Locust Street and Colton Avenue under a permit from the Illinois Environmental Protection Agency ("IEPA"). The permit includes a Long-Term Control Plan to eliminate the associated CSO. This agreement will allow the City to continue this work of eliminating the CSO per the terms of the permit. Work performed under this agreement will include field survey data collection, construction plan preparation, and bidding services.

In October 2005, utilizing the Request for Qualification ("RFQ") process, the City selected Clark Dietz to perform a design study evaluation to determine the most effective method for eliminating the CSOs. Council approved the design study contract on December 12, 2005, and Clark Dietz completed the study in October 2007. The study identified a multi-phased construction plan to work toward CSO elimination. At the Council meeting on October 22, 2007, Council approved a contract with Clark Dietz to provide professional engineering services to develop plans to bid work for Phase 1 construction of that CSO elimination project. Phase 6 and Phase 7 were later added in as part of Phase 1. Phase 2 design approval was granted to Clark Dietz by Council on April 22, 2013, Phase 3 design approval was granted to Clark Dietz by Council on March 26, 2020, and Phase 4 and Phase 5 were granted to Clark Dietz on April 12, 2021, and September 13, 2021, respectively.

Staff is recommending continuing to utilize Clark Dietz for the completion of Phase 8 and Phase 9 construction plan engineering design based on the previous RFQ process, the recent FY 2022 RFQ (#2022-25) Multi-Year Professional Architectural and Engineering Services process, their experience with this specific project design study, and their experience with Phases 1 through 7 designs.

To maintain the planned schedule, the City began construction on Phase 4 and Phase 5 of the project in July 2023. Design of Phase 8 is scheduled to commence this year, with work toward SRF loan funding and construction scheduled for 2025. The design of Phase 9 is scheduled to commence immediately after the design of Phase 8 is completed, with construction scheduled for 2026. Phase 9 will complete the separation of CSO 015 prior to the April 2030 date, as required by the IEPA CSO Permit. The scope of work for Phase 8 and Phase 9 will include building new sanitary sewer to separate the storm and sanitary flows and installing new water main to replace the old mains, which are reaching the end of their useful life. The pavement above utility trenches will have variable width resurfacing. Intermittent curb and gutter repair and intermittent sidewalk repair will be constructed in areas where the utility trenches disturb existing sidewalk and curb and gutter. Phase 8 will be located through neighborhoods southeast of Oakland Avenue and Mercer Avenue. Phase 9 will be located through neighborhoods south of the Bloomington High School. The attached maps show the current limits of Phase 8 and Phase 9.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an Agreement with Clark Dietz, Inc., for Design Work for the Locust Colton Combined Sewer Overflow (CSO) Elimination and Water Main Replacement project, Phase 8 and Phase 9, in the amount not to exceed \$1,997,500. This will be paid from the following accounts: Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051) for \$799,000; Sanitary Sewer-Architectural & Engineering Services for Capital account (51101100-70051) for \$599,250; and Storm Water-Architectural & Engineering Services for Capital account 53103100-70051 for \$599,250. Phase 8 Design was included in the FY 2023 Budget, however, due to delays with Phases 4 & 5 construction being bid/awarded is now being brought forward as an FY 2024 Budget Amendment, to be combined with Phase 9 which is included in the FY 2024 Budget. Stakeholders can locate the Phase 9 portion in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 125, 146, 153, 229, 282, 286, 287, 300, 305, 306, 310, 311 and 312. Please see the "Exhibit" for all accounts included in the Budget Amendment.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the city to protect public health, safety, and the environment), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents), Objective UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment) and Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous

network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system)

Respectfully submitted for consideration.

Prepared by: Dominic Kallas, Civil Engineer II

ATTACHMENTS:

[DOES 2B Ordinance](#)

[DOES 2C Ordinance Exhibit A](#)

[DOES 2B Agreement](#)

[DOES 2C Map](#)

ORDINANCE NO. 2023 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2024**

WHEREAS, on April 10, 2023, by Ordinance Number 2023-027, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2023, and Ending April 30, 2024, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 12, 2023; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2024 Budget to increase the FY 2024 Water Fund Budget by \$534,000, Sanitary Sewer Fund Budget by \$231,750 and Storm Water Fund Budget by \$231,750 for Professional Engineering Services Related to the Locust Colton Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project, Phase 8 and Phase 9, as requested by the Planning and Finance Departments.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Section 1. Ordinance Number 2023-027 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2024) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section 2. Except as provided for herein, Ordinance Number 2023-027 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2023-027.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 9th day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
50100110-40000	Water	Water-Use of Fund Balance	\$ (534,000.00)
50100120-70051	Water	Water Transmission & Distribution-Architectural & Engineering Services for Capital account	\$ 534,000.00
51101100-40000	Sanitary Sewer	Sanitary Sewer-Use of Fund Balance	\$ (231,750.00)
51101100-70051	Sanitary Sewer	Sanitary Sewer-Architectural & Engineering Services for Capital account	\$ 231,750.00
53103100-40000	Storm Water	Storm Water-Use of Fund Balance	\$ (231,750.00)
53103100-70051	Storm Water	Storm Water-Architectural & Engineering Services for Capital account	\$ 231,750.00
Net Transaction:			\$ -

**CITY OF BLOOMINGTON AGREEMENT WITH
CLARK DIETZ, INC.
FOR
LOCUST STREET CSO ELIMINATION AND WATER MAIN REPLACEMENT PHASES 8 AND 9**

THIS AGREEMENT, dated this ____ day of September, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Clark Dietz, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

This Agreement was not subject to a formal solicitation process by the CITY.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

This Agreement does not require the furnishment of any bonds by the VENDOR.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement,

Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's negligent acts, errors, or omissions, except for loss, damage, or expense arising from the gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction, however, any use, reuse, or modification of the documents without VENDOR's prior written consent will be at the CITY's sole risk and without liability or legal exposure to the VENDOR. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

This Agreement calls for the construction of “public works,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter “ACT”). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter “DEPARTMENT”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT’s website. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Clark Dietz, Inc.
Attn: Jerald Payonk
125 West Church Street
Champaign, IL 61820
jerry.payonk@clarkdietz.com

Copy to:
Clark Dietz, Inc.
Attn: Julian Jones
125 West Church Street
Champaign, IL 61820
julian.jones@clarkdietz.com

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 103
Bloomington, IL 61701
admin@cityblm.org

Copy to:
City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall

be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

CLARK DIETZ, INC.

By: _____
Its Chairman of the Board

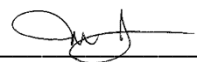
By: _____
Its Project Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

A. PROJECT DESCRIPTION

Phases 8 and 9 of the Locust Street CSO Elimination and Water Main Replacement project include the design of storm and sanitary sewers within the final two phases of the Locust/Colton CSO Elimination Study (Clark Dietz, October 2007) and the design of water mains within the same general areas.

The Phase 8 project limits are shown in the attached location map and generally include Mercer from Dunbar to Oakland, Parmon from Skyline to Peirce, Mayflower from Skyline to Peirce, Dunbar from Mercer to Snyder, Skyline from Reinthaler to Parmon, and Peirce from Mercer to Mayflower. The Phase 8 base bid improvements include proposed sewer and water main installation, with utility trenches restored using concrete pavement patches. The Phase 8 alternate bid improvements include pavement milling and resurfacing within the limits of the sewer and water main work.

The Phase 9 project limits are shown in the attached location map and generally include Colton from Monroe to Woodruff, Towanda from north alley to the Bloomington Country Club, Monroe from Colton to Towanda, south alley from Colton to midblock, Elmwood from Colton to Towanda, and north alley from Colton to midblock. The Phase 9 base bid improvements include proposed sewer and water main installation, with utility trenches restored using concrete pavement patches. The Phase 9 alternate bid improvements include pavement milling and resurfacing within the limits of the sewer and water main work.

The final CSO separation will occur sometime after Phase 9 construction is complete and will not be included in the Phase 9 bid documents. A technical memo will be prepared during Phase 9 design to identify the recommended steps and schedule for the final CSO separation, including testing and monitoring.

The City of Bloomington, Illinois (City) intends to fund the design and construction of Phases 8 and 9 using low-interest loans through the Illinois Environmental Protection Agency (IEPA) State Revolving Fund (SRF). The SRF includes two loan programs: the Water Pollution Control Loan Program (WPCLP) for wastewater and storm water projects and the Public Water Supply Loan Program (PWSLP) for drinking water projects. Additionally, the City intends to apply for Environmental Protection Agency (EPA) Community Grant Funding for Phase 8 construction.

B. SCOPE

A detailed project scope for Phases 8 and 9 is included in Exhibit B. The project scope is summarized below.

1. Design Phase

The project includes field survey services, alignment studies, storm and sanitary sewer design, water main design, utility coordination, sewer televising, and preparation of plan and proposal documents. IEPA permit applications for sanitary sewer and water main construction, preparation of facility plans for CSO separation and water main replacement, IEPA coordination for securing project funding, and limited environmental and Tribal coordination for obtaining environmental clearances are also included. Clark Dietz will assist the City with the EPA Community Grant application for the Phase 8 improvements. The scope also includes preparation of temporary easement plats and legal descriptions for up to 24 parcels.

Clark Dietz will submit PDF copies of the preliminary and prefinal plan and proposal documents for the City's review. Clark Dietz will provide one PDF copy of the final plan and proposal documents to the City. Clark Dietz will not provide paper copies of the plan and proposal documents or electronic CADD files of the drawings. Clark Dietz will submit paper or PDF copies of facility plans, loan applications, and permit applications as required by the permitting agencies.

2. Bidding Phase

Clark Dietz will assist the City with questions from potential bidders, issue clarifications or addenda as required, and prepare the IEPA bid spreadsheets and certification checklists for the apparent low bidder. Advertisement for bids, online distribution of bid documents, bidder coordination, and the online bid opening will be performed by the City. Prebid meeting attendance is not included in this Agreement. Clark Dietz will not provide PDF or paper copies of the final plan and proposal documents to potential bidders.

3. Construction Phase

Construction support services, including meetings, site observation, office support, shop drawing review, documentation, record drawings, project closeout, and other related construction support services, are not included in this Agreement. Construction support services for Phases 8 and 9 will be provided by the City.

C. SCHEDULE

The services under this Agreement are anticipated to begin in September 2023. Advertisement for bids for Phase 8 is anticipated in Fall 2024, with construction anticipated to begin in Spring 2025. Advertisement for bids for Phase 9 is anticipated in Fall 2025, with construction anticipated to begin in Spring 2026. Completion of the services under this Agreement is anticipated in April 2026.

D. ASSUMPTIONS AND CONDITIONS

This Agreement is subject to the following assumptions and conditions:

1. This Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.
2. Local permits for this project will be obtained by the City with information provided by Clark Dietz. All permit fees will be paid by the City.
3. State permits for this project will be obtained by the City with information provided by Clark Dietz. All permit fees will be paid by the City.
4. This Agreement does not include obtaining or processing Federal permits.
5. Phases 8 and 9 will be designed, bid, and constructed as two separate projects.
6. The base bid improvements for Phases 8 and 9 include proposed sewer and water main installation, with utility trenches restored using concrete pavement patches. The alternate bid improvements for Phases 8 and 9 include pavement milling and resurfacing within the limits of the sewer and water main work. Complete pavement reconstruction, including curb & gutter and driveway pavement removal and

replacement, is not included. Curb & gutter and driveway pavement may be removed and replaced as necessary at spot locations.

7. This Agreement does not include negotiation or acquisition services that may be required to obtain right-of-way, temporary easements, or permanent easements.
8. This Agreement does not include field staking for right-of-way or easements.
9. This Agreement does not include the preparation of assessment roles or schedules.
10. This Agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
11. This Agreement does not include special waste assessment investigations, Preliminary Environmental Site Assessments, Preliminary Site Investigations, or special waste remediation activities.
12. This Agreement includes obtaining environmental clearances from IDNR through EcoCAT and SHPO review. This Agreement does not include biological, wetland, cultural, historic, or archeological remediation activities.
13. This Agreement assumes that the environmental checklist and certification form used for the IEPA SRF loan program will be sufficient to satisfy the EPA Community Grant environmental review process and that additional EPA environmental coordination requirements will be minimal. The EPA regional point of contact for Illinois (Steffanie Crossland, US EPA Region 5) was contacted by email on July 27, 2023 to verify this assumption; however, a response from EPA has not yet been received. This Agreement does not include outside services for EPA Community Grant environmental coordination.
14. This Agreement includes an estimated amount for outside services to provide an archaeological survey that may be required during Tribal consultation. The actual amount required for the archaeological survey may vary from the estimated amount and will be determined during design.
15. This Agreement does not include televising for sewer service laterals or design for sewer lining.
16. This Agreement does not include typical section studies, geotechnical investigations, or pavement design studies. Existing and proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City.
17. This Agreement does not include traffic data collection or traffic forecasting.
18. This Agreement does not include roadway lighting design.
19. This Agreement does not include utility potholing.
20. This Agreement does not include construction support services. Construction support services for Phases 8 and 9 will be provided by the City.

The list above is not all-inclusive. Additional assumptions are included in the detailed project scope.

E. IEPA SRF CONTRACT REQUIREMENTS

Item 1. Audit and Access to Records

- a. Books, records, documents, and other evidence directly pertinent to performance of Public Water Supply Loan Program (PWSLP)/Water Pollution Control Loan Program (WPCLP) loan work under this agreement shall be maintained in accordance with generally accepted accounting principles. The Illinois Environmental Protection Agency (Agency) or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.
- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford Clark Dietz an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.
- e. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim, or exception.

Item 2. Covenant Against Contingent Fees

Clark Dietz warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Item 3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Clark Dietz certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or

default. Clark Dietz understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Item 4. Scope of Work

The scope of work is described in Exhibit A. A detailed description of the services that will be performed by Clark Dietz is included in Exhibit B.

Item 5. Contract Completion Date

The project schedule is summarized in Exhibit A.

Item 6. Payment Method and Amount

Compensation for professional services is summarized in Exhibit B.

Item 7. USEPA Non-Discrimination

Clark Dietz shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Clark Dietz shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Clark Dietz to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Item 8. USEPA Fair Share Percentage

Clark Dietz agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the PWSLP/WPCLP rules. As required by the award conditions of USEPA's Assistance Agreement with the Agency, Clark Dietz acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

F. CITY'S RESPONSIBILITIES

The City shall, at its expense, perform the following in a timely manner so as not to delay the project:

1. Information and Reports

Provide Clark Dietz with GIS files, record drawings, reports, studies, site characterizations, regulatory decisions, and similar information relating to the project that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

2. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define the City's requirements, and make decisions with respect to the project.

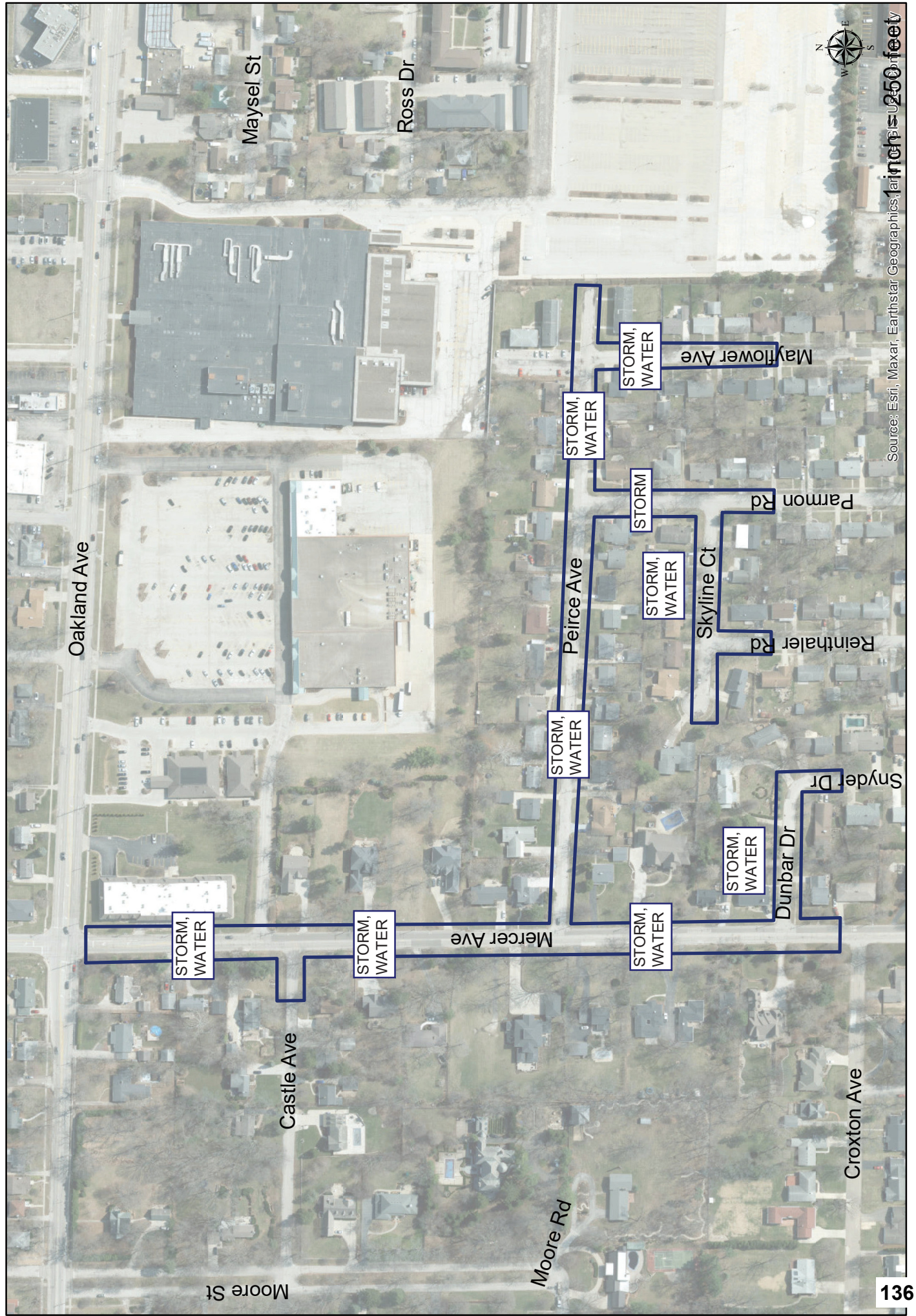
3. Decisions

Provide all criteria and full information as to the City's requirements for the project and make timely decisions on matters relating to the project.

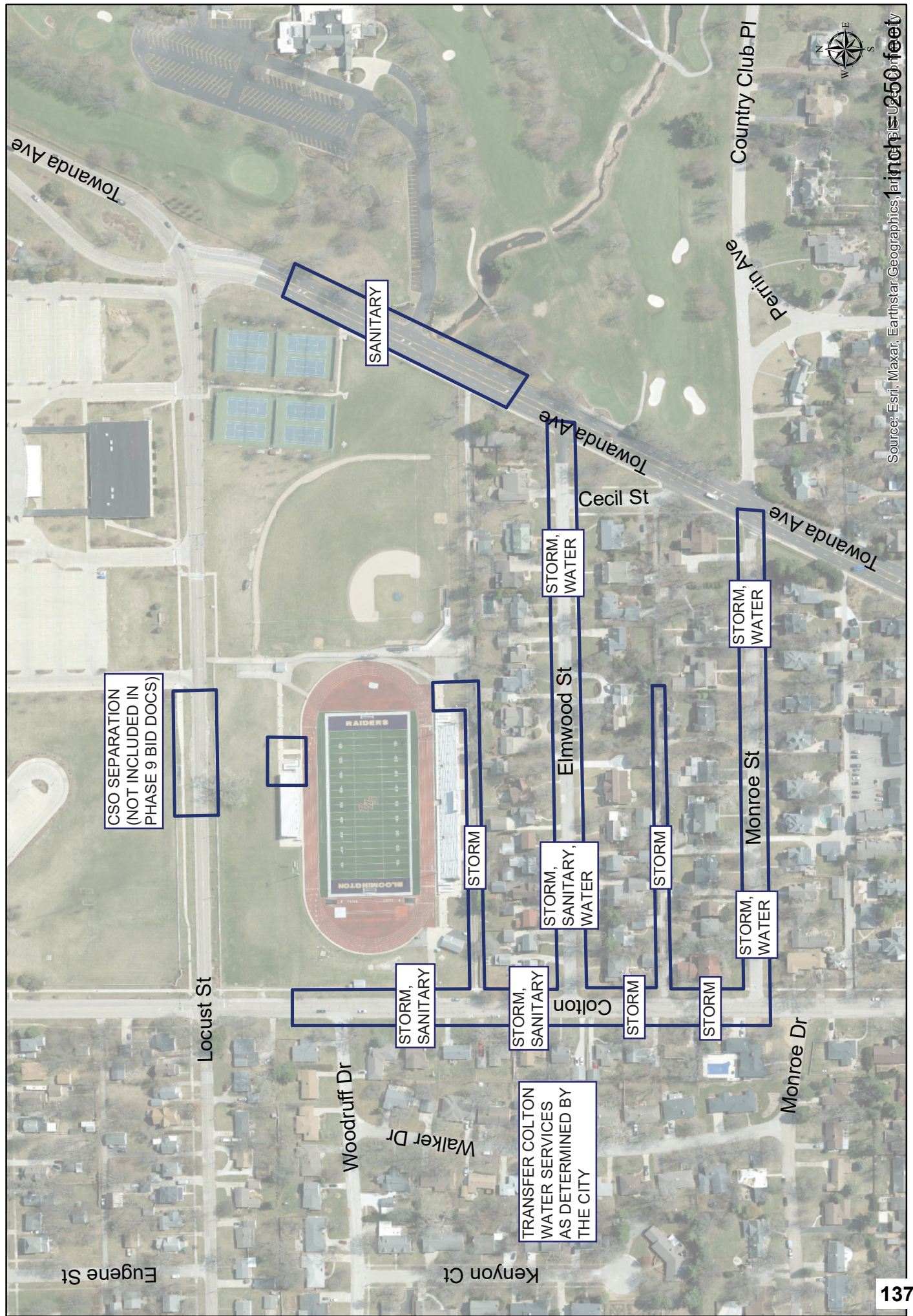
4. Other

- Provide any available construction plans for utilities, streets, subdivisions, and drainage facilities that may be pertinent to the project, including available GIS data.
- Provide aerial files stored as TIFF images from a GIS application and the associated TFW files.
- Provide applicable design criteria for the project.
- Provide existing and proposed typical section information.
- Provide pavement core and pavement design information.
- Provide videos and inspection reports for televised sewers within the project limits.
- Provide field markings for locations of water facilities within the project limits.
- Perform advertisement for bids and online distribution of bid documents.
- Perform coordination with bidders.
- Select and reserve the meeting facility for a public information meeting and pay the facility costs.
- Perform advertisement and distribution of the notice for a public information meeting and pay the advertising costs.
- Pay the fee for title letters required for the project. The fee for the title letters will be billed directly to the City.

Locust Street CSO Elimination and Water Main Replacement Phase 8 Location Map



Locust Street CSO Elimination and Water Main Replacement Phase 9 Location Map



**EXHIBIT B
COSTS/FEES**

A. COMPENSATION

1. Compensation to Clark Dietz for services rendered by employees working on the project in accordance with Exhibit A of this Agreement and the attached scope of services will be at the hourly billing rates shown in the attached Schedule of General Billing Rates. The total compensation authorized by this Agreement will not exceed \$1,997,500 and shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written approval from the City of Bloomington, Illinois (City) before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attached Schedule of Project Related Expenses.

B. BILLING AND PAYMENT

1. Timing and Format
 - a. Invoices shall be submitted monthly for services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the City.
 - b. If payment in full is not received by Clark Dietz within 45 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the City fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the City. Clark Dietz shall have no liability to the City for any costs or damages as a result of suspension caused by any breach of this Agreement by the City. Upon payment in full by the City, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
 - d. The City shall make payments to Clark Dietz using one of the following methods:
 - 1) CLARK DIETZ LOCKBOX:
Clark Dietz, Inc.
125 West Church Street
Champaign, IL 61820

2) ELECTRONIC FUNDS/ACH PAYMENT:

Account Name: Clark Dietz, Inc.
Bank Name: Regions Bank
Address: 350 North Water Street
City/State/Zip: Decatur, IL 62523
Account Number: 0138206099
ABA Routing Number: 071122661

3) WIRE TRANSFER (All wire fees are the responsibility of the sending party.)

Bank Name: Regions Bank
Bank Address: 350 North Water Street
City/State/Zip: Decatur, IL 62523
ABA/Routing Number: 062005690
Account Title: Clark Dietz, Inc.
Account Address: 125 West Church Street
City/State/Zip: Champaign, IL 61820
Account Number: 0138206099

2. Billing Records

- a. Clark Dietz 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.

SCHEDULE OF GENERAL BILLING RATES
CLARK DIETZ, INC.
January 1, 2023

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$255.00
Engineer 8	240.00
Engineer 7	230.00
Engineer 6	220.00
Engineer 5	200.00
Engineer 4	170.00
Engineer 3	155.00
Engineer 2	140.00
Engineer 1	125.00
Technician 5	170.00
Technician 4	155.00
Technician 3	140.00
Technician 2	125.00
Technician 1	105.00
Intern	100.00
Clerical	90.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES
CLARK DIETZ, INC.
January 1, 2023

Vehicles	
Autos	\$65.00/day or \$0.655/mile (per agreement)
Field Vehicles	\$65.00/day or \$0.655/mile (per agreement)
Survey Van	\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment	\$20.00/hour
GPS Survey Equipment	\$30.00/hour
Nuclear Soils Compaction Gauge	\$50.00/day
CADD Usage	\$20.00/hour
Drone Usage	\$35.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")	\$0.10/copy
Color Copies* (8.5"x11")	\$0.50/copy
Color Copies* (11"x17")	\$1.50/copy
Large Format Plotting and/or Copying*	
(12"x18")	\$0.50/sheet
(22"x34" or 24"x36")	\$1.75/sheet
(30"x42")	\$2.50/sheet
(36"x48")	\$3.00/sheet
Large Format Scanning*	
(12"x18")	\$.30/sheet
(22"x34" or 24"x36")	\$1.00/sheet
(30"x42")	\$1.50/sheet
(36"x48")	\$2.00/sheet
Hotels & Motels	} At Cost
Meals	
Federal Express & UPS	
Public Transportation	
Film and Development	
Supplies	

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

Proposal for Engineering Services
Locust Street CSO Elimination and Water Main Replacement
Phases 8 and 9
City of Bloomington

Clark Dietz, Inc
Cost Estimate of Consultant Services

Summary of Phase 8 Services and Phase 9 Services

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO Elimination						
Part 1 Field Survey Services	512	\$84,835.00	\$8,380.00	\$0.00	\$93,215.00	4.7%
Part 2 Final Design and Construction Contract Documents	5188	\$987,860.00	\$41,580.00	\$43,920.00	\$1,073,360.00	53.7%
Part 3 Land Acquisition Documents	152	\$29,955.00	\$1,970.00	\$0.00	\$31,925.00	1.6%
Part 4 Construction Support Services	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
CSO Elimination Totals	5852	\$1,102,650.00	\$51,930.00	\$43,920.00	\$1,198,500.00	60.0%
Water Main Replacement						
Part 1 Field Survey Services	344	\$56,555.00	\$5,580.00	\$0.00	\$62,135.00	3.1%
Part 2 Final Design and Construction Contract Documents	3452	\$658,460.00	\$27,850.00	\$29,280.00	\$715,590.00	35.8%
Part 3 Land Acquisition Documents	104	\$19,965.00	\$1,310.00	\$0.00	\$21,275.00	1.1%
Part 4 Construction Support Services	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Water Main Replacement Totals	3900	\$734,980.00	\$34,740.00	\$29,280.00	\$799,000.00	40.0%
Project Totals	9752	\$1,837,630.00	\$86,670.00	\$73,200.00	\$1,997,500.00	100.0%

Proposal Assumptions

- The improvement limits for Phases 8 and 9 are based on the February 2019 Facility Plans, available GIS information, and discussions with the City.
- Phases 8 and 9 will be designed, bid, and constructed as two separate projects.
- The City has provided televising videos and inspection reports for many of the mainline sewers within the project limits. Outside services are included for additional mainline sewer televising and inspecting within the project limits as required for the proposed design.
- Sewer services will not be located or marked on site. Field survey for sewer service locations and depths is not included.
- Sewer lining will be performed under the City's sewer lining contract. Sewer lining is not included in this project.
- Existing and proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City.
- Geotechnical studies and pavement designs are not included.
- Roadway lighting design is not included.
- Outside services are not anticipated and not included for a special waste screening, Preliminary Environmental Site Assessment (PESA), Preliminary Site Investigation (PSI), and EPA Community Grant environmental coordination.
- Outside services are included for an archaeological survey that may be required during Tribal consultation. This is an estimated amount. The actual amount required for the archaeological survey will be determined during design.
- Construction support services are not included.
- Additional assumptions are included with the various project elements.
- The budgetary construction cost estimate for Phases 8 and 9 base bid and alternate bid improvements within the areas of CSO separation is approximately \$15.5 million.

Proposal for Engineering Services
Locust Street CSO Elimination and Water Main Replacement Phase 8
City of Bloomington

Clark Dietz, Inc
Cost Estimate of Consultant Services

Summary of Phase 8 Services						
	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO Elimination						
Part 1 Field Survey Services	230	\$38,365.00	\$4,340.00	\$0.00	\$42,705.00	4.5%
Part 2 Final Design and Construction Contract Documents	2538	\$477,365.00	\$19,660.00	\$18,600.00	\$515,625.00	53.9%
Part 3 Land Acquisition Documents	76	\$14,785.00	\$985.00	\$0.00	\$15,770.00	1.6%
Part 4 Construction Support Services	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
CSO Elimination Totals	2844	\$530,515.00	\$24,985.00	\$18,600.00	\$574,100.00	60.0%
Water Main Replacement						
Part 1 Field Survey Services	154	\$25,575.00	\$2,890.00	\$0.00	\$28,465.00	3.0%
Part 2 Final Design and Construction Contract Documents	1690	\$318,185.00	\$13,140.00	\$12,400.00	\$343,725.00	35.9%
Part 3 Land Acquisition Documents	52	\$9,855.00	\$655.00	\$0.00	\$10,510.00	1.1%
Part 4 Construction Support Services	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Water Main Replacement Totals	1896	\$353,615.00	\$16,685.00	\$12,400.00	\$382,700.00	40.0%
Project Totals	4740	\$884,130.00	\$41,670.00	\$31,000.00	\$956,800.00	100.0%

Proposal Assumptions

- The improvement limits for Phases 8 and 9 are based on the February 2019 Facility Plans, available GIS information, and discussions with the City.
- Phases 8 and 9 will be designed, bid, and constructed as two separate projects.
- The City has provided televising videos and inspection reports for many of the mainline sewers within the project limits. Outside services are included for additional mainline sewer televising and inspecting within the project limits as required for the proposed design.
- Sewer services will not be located or marked on site. Field survey for sewer service locations and depths is not included.
- Sewer lining will be performed under the City's sewer lining contract. Sewer lining is not included in this project.
- Existing and proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City.
- Geotechnical studies and pavement designs are not included.
- Roadway lighting design is not included.
- Outside services are not anticipated and not included for a special waste screening, Preliminary Environmental Site Assessment (PESA), Preliminary Site Investigation (PSI), and EPA Community Grant environmental coordination.
- Outside services are included for an archaeological survey that may be required during Tribal consultation. This is an estimated amount. The actual amount required for the archaeological survey will be determined during design.
- Construction support services are not included.
- Additional assumptions are included with the various project elements.
- The budgetary construction cost estimate for Phases 8 and 9 base bid and alternate bid improvements within the areas of CSO separation is approximately \$15.5 million.

Part 1 Field Survey Services

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO Elimination						
A. FIELD SURVEY	230	\$38,365.00	\$4,340.00	\$0.00	\$42,705.00	60.0%
CSO Elimination Totals						
Water Main Replacement						
A. FIELD SURVEY	154	\$25,575.00	\$2,890.00	\$0.00	\$28,465.00	40.0%
Water Main Replacement Totals						
Project Totals	384	\$63,940.00	\$7,230.00	\$0.00	\$71,170.00	100.0%

Part 1 Field Survey Services

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
A. FIELD SURVEYS (SURV)									
1. Coordinate field survey.		4				3	3	3	13
2. Property pin search throughout corridors.							12	12	24
3. Set vertical control (assume 17 TBM's).						2	8	8	18
4. Set survey control points (assume 27).						2	11	11	24
5. Run level circuit through survey control points and TBM's.						2	16	16	34
6. Set/survey soil boring & pavement core locations for geotechnical study.									0
7. Pick up survey of utility facilities after utility locates for borings & cores are complete.						1	2	2	5
8. Utility locations on Castle Ave, west of Mercer to midpoint (375').						1	2	2	5
9. Utility locations on Oakland Commons entrance, east of Mercer to parking lot (450').						2	8	8	18
10. Topography & Cross Sections Mercer Ave from Castle to Peirce (575' Cross Sections at 50' o.c.).									
11. Topography & Cross Sections Mercer Ave from Peirce to Croxton to midpoint south (725' Cross Sections at 50' o.c.).						2	9	9	20
12. Topography & Cross Sections Snyder Dr from Dunbar to midpoint south (300' Cross Sections at 50' o.c.).						2	4	4	10
13. Topography & Cross Sections Reinthal Rd from Skyline to midpoint south (450' Cross Sections at 50' o.c.).						2	7	7	16
14. Topography & Cross Sections Parmon Rd from Peirce to Skyline (250' Cross Sections at 50' o.c.).						2	4	4	10
15. Topography & Cross Sections Parmon Rd from Skyline to midpoint south (450' Cross Sections at 50' o.c.).						2	7	7	16
16. Topography & Cross Sections Mayflower Ave from Peirce to midpoint south (700' Cross Sections at 50' o.c.).						2	9	9	20
17. Topography & Cross Sections Dunbar Dr from Mercer to Snyder (300' Cross Sections at 50' o.c.).						2	4	4	10
18. Topography & Cross Sections Skyline Ct from Parmon to cul-de-sac (400' Cross Sections at 50' o.c.).						2	7	7	16
19. Topography & Cross Sections Peirce Ave from Mercer to Parmon (875' Cross Sections at 50' o.c.).						2	12	12	26
20. Topography & Cross Sections Peirce Ave from Parmon to Mayflower to dead end (450' Cross Sections at 50' o.c.).						2	7	7	16
21. Utility locations from midpoint south to Benjamin (Mayflower, Parmon, Reinthal, Snyder and Mercer).						2	10	10	22
22. Pick up survey of water main & water service locates.								32	32
23. Pick up survey of sewer service locates.									0
24. Structure inspections (structure cuts and details, assume 80).							32	32	64
25. Download field data to office data files, edit graphics, and create existing 3D model.							68		68
26. Configure existing ROW and property lines.						36		8	36
27. Site visit to take photos. Prepare photo catalog.									
28. Stake & tie proposed centerline control points (assume 20).							16	16	32
29. Deduction for advance field survey.		-2				-5	-86	-86	-179
Total Hours Section A.									
	0	2	0	0	0	66	172	144	384

Note:

- A. The work effort assumes a two-person survey crew.
A6. Soil borings and pavement cores are not included. Geotechnical information to be provided by the City.
A7. Soil borings and pavement cores are not included. Geotechnical information to be provided by the City.
A22. Locating & marking of water mains & services to be provided by the City.
A23. Sewer services will not be televised, located, or marked on site.
A29. The scope of services for the advance work included a portion of the field survey.

Part 1 Field Survey Services

Project Element	Mileage	Reproduction	Telephone	Overtime	Survey	CADD	GPS	Totals
A. FIELD SURVEYS (SURV)	\$3,000.00	\$150.00	\$150.00	\$1,000.00	\$600.00	\$2,080.00	\$250.00	\$7,230.00
TOTALS	\$3,000.00	\$150.00	\$150.00	\$1,000.00	\$600.00	\$2,080.00	\$250.00	\$7,230.00

Part 2 Final Design and Construction Contract Documents

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO Elimination						
A. PROJECT BASE SHEETS	46	\$7,300.00	\$940.00	\$0.00	\$8,240.00	1.0%
B. DESIGN STUDIES	188	\$37,310.00	\$390.00	\$0.00	\$37,700.00	4.4%
C. DRAINAGE DESIGN	72	\$14,590.00	\$55.00	\$0.00	\$14,645.00	1.7%
D. PAVEMENT DESIGN	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
E. ROADWAY LIGHTING DESIGN	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
F. SEWER TELEVISION REVIEW	32	\$4,670.00	\$310.00	\$9,600.00 (1)	\$14,580.00	1.7%
G. UTILITY ANALYSIS	102	\$18,555.00	\$745.00	\$0.00	\$19,300.00	2.2%
H. PLANS	1216	\$225,060.00	\$13,960.00	\$0.00	\$239,020.00	27.8%
I. ESTIMATES	192	\$33,720.00	\$1,530.00	\$0.00	\$35,250.00	4.1%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET	126	\$26,030.00	\$150.00	\$0.00	\$26,180.00	3.0%
K. BIDDING ASSISTANCE	44	\$9,385.00	\$120.00	\$0.00	\$9,505.00	1.1%
L. PROJECT COORDINATION & MANAGEMENT	130	\$28,750.00	\$465.00	\$0.00	\$29,215.00	3.4%
M. PERMIT APPLICATIONS	28	\$4,455.00	\$105.00	\$0.00	\$4,560.00	0.5%
N. ENVIRONMENTAL CLEARANCES	8	\$1,210.00	\$155.00	\$0.00 (2)	\$1,365.00	0.2%
O. FUNDING COORDINATION	306	\$56,775.00	\$360.00	\$9,000.00 (3)	\$66,135.00	7.7%
P. PUBLIC INFORMATION MEETING	48	\$9,555.00	\$375.00	\$0.00	\$9,930.00	1.2%

CSO Elimination Totals	2538	\$477,365.00	\$19,660.00	\$18,600.00	\$515,625.00	60.0%
Water Main Replacement						

A. PROJECT BASE SHEETS	30	\$4,860.00	\$620.00	\$0.00	\$5,480.00	0.6%
B. DESIGN STUDIES	124	\$24,870.00	\$260.00	\$0.00	\$25,130.00	2.9%
C. DRAINAGE DESIGN	46	\$9,720.00	\$35.00	\$0.00	\$9,755.00	1.1%
D. PAVEMENT DESIGN	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
E. ROADWAY LIGHTING DESIGN	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
F. SEWER TELEVISION REVIEW	20	\$3,110.00	\$200.00	\$6,400.00 (1)	\$9,710.00	1.1%
G. UTILITY ANALYSIS	66	\$12,365.00	\$495.00	\$0.00	\$12,860.00	1.5%
H. PLANS	826	\$150,040.00	\$9,360.00	\$0.00	\$159,400.00	18.5%
I. ESTIMATES	128	\$22,480.00	\$1,020.00	\$0.00	\$23,500.00	2.7%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET	82	\$17,350.00	\$100.00	\$0.00	\$17,450.00	2.0%
K. BIDDING ASSISTANCE	28	\$6,255.00	\$80.00	\$0.00	\$6,335.00	0.7%
L. PROJECT COORDINATION & MANAGEMENT	86	\$19,160.00	\$310.00	\$0.00	\$19,470.00	2.3%
M. PERMIT APPLICATIONS	16	\$2,965.00	\$70.00	\$0.00	\$3,035.00	0.4%
N. ENVIRONMENTAL CLEARANCES	4	\$800.00	\$100.00	\$0.00 (2)	\$900.00	0.1%
O. FUNDING COORDINATION	202	\$37,845.00	\$240.00	\$6,000.00 (3)	\$44,085.00	5.1%
P. PUBLIC INFORMATION MEETING	32	\$6,365.00	\$250.00	\$0.00	\$6,615.00	0.8%

Water Main Replacement Totals	1690	\$318,185.00	\$13,140.00	\$12,400.00	\$343,725.00	40.0%
Project Totals	4228	\$795,550.00	\$32,800.00	\$31,000.00	\$859,350.00	100.0%

(1) Outside services for sewer televising and inspecting are included and will be provided by Hoerr Construction.
(2) Outside services for a special waste screening, Preliminary Environmental Site Assessment (PESA), and Preliminary Site Investigation (PSI) are not anticipated and not included.
(3) Outside services for an archaeological survey are included if required during Tribal consultation. This is an estimated fee. The actual fee will be determined during design.
(3) Outside services for EPA Community Grant environmental coordination are not anticipated and not included.

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
A. PROJECT BASE SHEETS (PLOT)									
1. Paving/storm sewer plan & profile sheets - 3800' = 10 sheets at 1"=20'.							20		20
2. Sanitary sewer plan & profile sheets = 2 sheets at 1"=20'.							4		4
3. CSO separation plan sheets = 0 sheets at 1"=20'.									0
4. Water main plan & profile sheets - 3500' = 9 sheets at 1"=20'.							18		18
5. Removal plan sheets - 3800' = 10 sheets at 1"=20'.							16		16
6. Cross section sheets - 3800' = 18 sheets at 5 xs/sheet.							18		18
Total Hours Section A.									
	0	0	0	0	0	0	76	0	76
Note:									
A. The project limits include Mercer from Dunbar to Oakland, Dunbar from Mercer to Snyder, Peirce from Mercer to Snyder, Skyline from Reinthal to Parmon, Parmon from Skyline to Peirce, and Mayflower from the existing low point to Peirce.									
A. The base bid improvements include utility trenches restored with concrete patches.									
A. The alternate bid improvements include milling and resurfacing within the limits of the sewer and water main work.									
A1. Assumes new storm sewer on Mercer, Dunbar, Peirce, Skyline, Parmon, and Mayflower.									
A2. Assumes limited sanitary sewer work. Assumes existing combined sewers will remain as sanitary sewer.									
A3. The final CSO separation will occur after Phase 9 and will not be included in the bid documents.									
A4. Assumes new water main on Mercer, Dunbar, Peirce, Skyline, and Mayflower. The water main on Parmon was replaced approximately 10 years ago.									
A6. Assumes cross sections will be provided at approximate 50' intervals as required along the streets within the project limits.									
B. DESIGN STUDIES (DSGN)									
1. Determine design criteria.		2	2						4
2. Define existing/proposed typical section elements.									0
3. Develop roadway H/V alignments.		48		56					104
4. Develop sanitary sewer H/V alignments.			16		4				20
5. Develop water main H/V alignments.			24		8				32
6. Determine intersection geometry and elevations at 9 intersections. Determine sidewalk curb ramp geometry and elevations at 3 intersections.		68		68					136
7. QA review of design.	16								16
Total Hours Section B.									
	16	118	42	124	12	0	0	0	312

Note:

B1. Applicable City and IDOT criteria will be used.

B2. Assumes existing & proposed typical section information will be provided by City.

B3. Develop existing H/V alignments for Mercer from Dunbar to Oakland, Dunbar from Mercer to Snyder, Peirce from Mercer to Mayflower, Skyline from Reinthal to Parmon, Parmon from Skyline to Peirce, and Mayflower from the existing low point to Peirce.

B3. Develop proposed profiles as required for the streets within the project limits.

B4. Assumes limited sanitary sewer work.

B5. Assumes new water main on Mercer, Dunbar, Peirce, Skyline, and Mayflower. The water main on Parmon was replaced approximately 10 years ago.

B6. Assumes curb ramps at Dunbar & Mercer, Skyline & Reinthal, and Skyline & Parmon. Assumes no curb ramps at Peirce & Mercer, Castle & Mercer, Oakland Commons and Mercer, Dunbar & Snyder, Peirce & Parmon, and Peirce & Mayflower.

B6. Assumes existing curb & gutter will remain except where required for new curb ramps or drainage structures.

B6. Assumes no new sidewalk locations.

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
C. DRAINAGE DESIGN (DRNG)									
1. Develop storm sewer H/V alignments.			40						40
2. Determine/quantify drainage areas and compute discharges.			16						16
3. Compute inlet spacing requirements and size new storm sewer for capacity.			34						34
4. Develop drainage tables for structure locations and pipe lengths, slopes, and inverts.			24						24
5. QA review of design.	4								4
Total Hours Section C.									
	4	0	114	0	0	0	0	0	118
Note:									
C1. Assumes new storm sewer on Mercer from Dunbar to Oakland, Dunbar from Mercer to Snyder, Peirce from Mercer to Mayflower, Skyline from Reinthaler to Parmon, Parmon from Skyline to Peirce, and Mayflower from the existing low point to Peirce.									
C2. Design based on 5 year design storm frequency.									
C2. Analysis locations limited to Mercer from Dunbar to Oakland, Dunbar from Mercer to Snyder, Peirce from Mercer to Mayflower, Skyline from Reinthaler to Parmon, Parmon from Skyline to Peirce, and Mayflower from the existing low point to Peirce.									
C3. Analysis locations limited to Mercer from Dunbar to Oakland, Dunbar from Mercer to Snyder, Peirce from Mercer to Mayflower, Skyline from Reinthaler to Parmon, Parmon from Skyline to Peirce, and Mayflower from the existing low point to Peirce.									
D. PAVEMENT DESIGN (PVMT)									
1. Proposed pavement design and typical section information to be provided by City.									0
Total Hours Section D.									
	0	0	0	0	0	0	0	0	0
E. ROADWAY LIGHTING DESIGN (RWL)									
1. Existing lights are owned by Ameren and will be relocated by Ameren where necessary.									0
Total Hours Section E.									
	0	0	0	0	0	0	0	0	0
F. SEWER TELEVISION REVIEW (SWR)									
1. Review reports and videos for sewers to verify existing conditions. Update utility files as required. Determine recommendations for repair or replacement.			4	24			24		52
Total Hours Section F.									
	0	0	4	24	0	0	24	0	52
Note:									
F1. Sewer televising to be provided by the City and Hoerr Construction. Sewer service televising will not be provided. Sewer service locations will be determined from mainline sewer inspection reports.									

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
G. UTILITY ANALYSIS (UTIL)										
1. Call for design locate. Coordinate with Utility Companies for utility mapping. Prepare database of utility owner contact information.				8						8
2. Plot utility locations from data furnished by Utility Companies and from field survey.						32				32
3. Analyze potential utility conflicts. Revise designs as possible to mitigate.		8	8	8						24
4. Coordinate with Utility Companies to request field locates.		2		2						4
5. Perform pick-up survey for utility locates (assume 2 trips).						16			16	32
6. Prepare Status of Utilities to be Adjusted.		8		8						16
7. Coordinate with Utility Companies about utility impacts.		12		16						28
8. Review Utility Company relocation plans and advise the City on issuing permits.		10	8	6						24
Total Hours Section G.										
	0	40	16	48	0	48	0	48	16	168

Note:

- G. Utility coordination will be performed by phone and email.
G5. Utility potholing is not included.
G7. Plans and status of utilities will be distributed by email.

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
H. PLANS (PLAN)									
1. Cover sheet (1 sheet).		4					4		8
2. General notes (2 sheets).		8	2	2			6		18
3. Highway standards and legend (1 sheet).		4					4		8
4. Summary of quantities (3 sheets).		6	2	8			8		24
Summary of quantities - alternate bid (1 sheet).		2					2		4
5. Schedule of quantities (3 sheets).		8	2	18			32		60
Schedule of quantities - alternate bid (1 sheet).		2					4		6
6. Existing typical sections (2 sheets).		6		6			12		24
7. Proposed typical sections (4 sheets).		28		40			20		88
Proposed typical sections - alternate bid (3 sheets).		16		16			16		48
8. Alignments and benchmarks (2 sheets @ 1" = 50').		32		52		24	24		24
9. Stage construction & maintenance of traffic plans (9 sheets).		12		56			72		108
10. Removal plans (10 sheets @ 1" = 20').		6		12			12		30
Removal plans - alternate bid (2 sheets @ 1" = 50').		56	24	100			60		240
Paving plan & profile (10 sheets @ 1" = 20').		8		16			16		40
Paving plans - alternate bid (2 sheets @ 1" = 50').		10	8				22		40
12. Drainage tables (10 sheets).		12	16	4			24		56
13. Sanitary sewer plan & profile (2 sheets @ 1" = 20').		4	8				4		16
14. CSO separation plan and details (0 sheets).		10	48				104		162
15. Sanitary sewer details (2 sheets).							8		16
16. Water main plan & profile (9 sheets @ 1" = 20').			8				12		24
17. Water main details (2 sheets).		4					8		16
18. Storm water pollution prevention plans (2 sheets @ 1" = 50').		4		8			12		24
19. Pavement joint plans (6 double panel sheets @ 1" = 20').		24		36			36		96
20. Intersection details (9 sheets @ 1"=5').		40		120			56		216
21. Pavement marking details (1 sheet).		8		12			12		32
22. Pavement marking details (1 sheet).				2			6		8
23. Miscellaneous details (4 sheets).		20		16			28		64
24. Cross sections (18 sheets).		74		92			86		252
25. QA review of plans (123 sheets).	26						20		26
26. Incorporate QA review comments.		12	8	8			32		48
27. Submit preliminary plans to City. Incorporate review comments.		16	8	8			32		64
28. Submit prefinal plans to City and IEPA. Incorporate review comments.		6	6	8			12		32
29. Update final plans for revisions to IDOT documents after final plans have been approved.		4	4	4			4		16
30. Prepare final PDF plans for bidding.							4		4
Total Hours Section H.									
	26	442	144	644	0	24	762	0	2042

Note:

- H4. Includes separation of quantities for sewer, water, and non-loan-eligible items.
H5. Includes separation of quantities for sewer, water, and non-loan-eligible items.
H11. Assumes new storm sewer on Mercer, Dunbar, Peirce, Skyline, Parmon, and Mayflower.
H11. Assumes that after reviewing the sewer televising videos, no additional sewers or streets will need to be removed and replaced other than those identified in this project scope.
H11. Assumes that any required sewer lining will be performed under the City's sewer lining contract instead of with this project.
H13. Assumes new sanitary sewer locations will be determined during design, if necessary.
H13. Assumes that after reviewing the sewer televising videos, no additional sewers or streets will need to be removed and replaced other than those identified in this project scope.
H13. Assumes that any required sewer lining will be performed under the City's sewer lining contract instead of with this project.
H14. The final CSO separation will occur after Phase 9 and will not be included in the bid documents.
H16. Assumes new water main on Mercer, Dunbar, Peirce, Skyline, and Mayflower. The water main on Parmon was replaced approximately 10 years ago.
H19. Assumes pavement joint plans will be provided for concrete patches.
H21. Assumes pavement marking on Mercer.
H24. Cross sections will be provided if necessary for the proposed design.
H30. Assumes that electronic signatures will be used on the cover sheet.

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
I. ESTIMATES (EST)								
1. Pay item determination & quantity calculations.		24		96		120		264
2. Estimate of construction cost.		16	8	8				32
3. Estimate of construction time.		8		8				16
4. QA review of estimates.	4							4
5. Incorporate QA review comments.		4						4
Total Hours Section I.								
	4	52	8	112	0	120	0	320
Note:								
I1. Pay items to follow IDOT format where possible.								
I1. Includes separation of quantities for sewer, water, and non-loan-eligible items. Includes base bid and alternate bid quantities.								
I2. Includes cost estimates for sewer, water, and non-loan-eligible items. Includes base bid and alternate bid cost estimates.								
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)								
1. Technical specifications.		24	16	32				72
2. Front-end documents and IEPA checklists.		48	4					52
3. QA review of proposal book.	12							12
4. Incorporate QA review comments.		4	4	4				12
5. Submit preliminary proposal book to City. Incorporate review comments.		8	8	8				24
6. Submit prefinal proposal book to City and IEPA. Incorporate review comments.		8	8	8				24
7. Update final proposal book for revisions to IEPA/IDOT documents after final proposal book has been approved.		4	2	2				8
8. Prepare final PDF proposal book for bidding.		4						4
9. Technical memo for final CSO separation.								0
Total Hours Section J.								
	12	100	42	54	0	0	0	208
Note:								
J1. Technical specifications to follow IDOT format where possible.								
J2. IEPA front-end documents to be used.								
J9. The final CSO separation will occur after Phase 9 and will not be included in the bid documents.								

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
K. BIDDING ASSISTANCE (BID)									
1. Advertisement for bids.									0
2. Attend prebid meeting.									0
3. Distribution of bid documents.									0
4. Address bidder questions and issue clarifications/addenda.		12	12						24
5. Attend bid opening.									0
6. Review bids and prepare tabulation of bids.		8							8
7. Prepare IEPA bid spreadsheets and certification checklists for apparent low bidder.		24	16						40
Total Hours Section K.									
	0	44	28	0	0	0	0	0	72
Note: K1. Advertising to be performed by City. K2. Assumes a prebid meeting will not be held. A prebid meeting was not held during Phases 4 and 5. K3. Online distribution of bid documents to be performed by City. Paper copies of bid documents will not be distributed. K4. Bidder coordination to be performed by City. K5. Online bid opening to be performed by City.									
L. PROJECT COORDINATION & MANAGEMENT (ADMN)									
1. Organization and setup of project work plan and files.	2	16							18
2. Design team kickoff meeting.	2	4	2	2	2	2	2	2	18
3. Subconsultant coordination and invoice reviews.		16							16
4. Project review meetings (8 Microsoft Teams meetings with City).		16	16						32
5. Preparation of meeting minutes (8 meetings).		12							12
6. General project coordination (Sep 2023 - Apr 2025).	8	32							40
7. General project administration (Sep 2023 - Apr 2025).	10	30							40
8. Progress verification and invoice preparation (Sep 2023 - Apr 2025).		40							40
Total Hours Section L.									
	22	166	18	2	2	2	2	2	216
BASIC DESIGN SERVICES - ITEMS A THRU L									
SUBTOTAL HOURS - ITEMS A THRU L									
	84	962	416	984	62	26	1032	18	3684

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
M. PERMIT APPLICATIONS (PRMIT)									
1. Prepare NPDES permit form BDE 2342 & include in proposal book.		4			8				12
2. Prepare & submit sanitary sewer permit application to IEPA.			4		4				16
3. Prepare & submit water main permit application to IEPA.			4		4				16
4. Prepare & submit joint permit application to USACE, IDNR, and IEPA.									0
5. IDOT coordination. Prepare & submit utility permit application to IDOT.									0
Total Hours Section M.									
	0	4	8	16	16	0	0	0	44
Note:									
M4. A joint permit application will not be required for Phase 8.									
M5. The Phase 8 project limits do not include IDOT right-of-way.									
N. ENVIRONMENTAL CLEARANCES (ENVR)									
1. IDNR EcoCAT submittal.			2		2				4
2. IDNR SHPO submittal.			4		4				8
3. Special waste screening.									0
4. Preliminary Environmental Site Assessment (PESA).									0
5. Preliminary Site Investigation (PSI).									0
Total Hours Section N.									
	0	0	6	0	6	0	0	0	12
Note:									
N. Assumes no right-of-way acquisition.									
N1. Assumes no biological or wetland issues and no required remediation.									
N2. Assumes no cultural or historic issues and no required remediation.									
N3. Assumes no special waste screening for a project with local administration. Outside services are not anticipated and not included.									
N4. Assumes no PESA for a project with local administration. Outside services are not anticipated and not included.									
N5. Assumes no PSI for a project with local administration. Outside services are not anticipated and not included.									
O. FUNDING COORDINATION (FUND)									
1. Complete environmental and Tribal coordination for facility plan.		16	16		24				56
2. Complete facility plan.		6	12		20				38
3. Prepare loan application for FY2025 funding.		4	6		26				36
4. Prepare funding nomination forms for FY2025.		4	6		14				24
5. Coordination and submittals for securing project funding from IEPA.		16	24		24				64
6. Develop and submit loan repayment plan to City and IEPA.		4	6		8				18
7. Prepare EPA Community Grant workplan.		48	56		24				128
8. Assist with the City's EPA Community Grant application.		16	40		20				100
9. Environmental coordination for EPA Community Grant application.			20		8				44
Total Hours Section O.									
	0	154	186	0	168	0	0	0	508
Note:									
O9. Assumes that the IEPA SRF Loan environmental checklist and certification form will be sufficient to satisfy the EPA Community Grant environmental review process and that additional coordination requirements will be minimal.									
O9. Outside services are not anticipated and not included.									

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
P. PUBLIC INFORMATION MEETING (PIM)									
1. Facility arrangement.		6	8	16					0
2. Exhibit preparation.		4	4	4					30
3. Prepare informational handout.		2							12
4. Prepare public notice.		6	6	6					2
5. Meeting setup & attendance for 1 meeting.		6	6	6					18
6. Meeting minutes; summary of comments & responses.		6	6	6					18
Total Hours Section P.									
	0	24	24	32	0	0	0	0	80
Note:									
P1. Facility to be selected and reserved by City. Facility costs to be paid by City.									
P4. City to send public notice to residents near project limits and other interested persons. Public notice advertising costs to be paid by City.									
SUPPLEMENTAL DESIGN SERVICES - ITEMS M THRU P									
SUBTOTAL HOURS - ITEMS M THRU P									
	0	182	224	48	190	0	0	0	644
TOTAL DESIGN SERVICES - ITEMS A THRU P									
GRAND TOTAL HOURS - ITEMS A THRU P									
	84	1144	640	1032	252	26	1032	18	4228

Part 2 Final Design and Construction Contract Documents

Project Element	Mileage	Miscellaneous	Reproduction	Telephone	Postage	Supplies	CADD	Totals
A. PROJECT BASE SHEETS (PLOT)	\$0.00	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00	\$1,520.00	\$1,560.00
B. DESIGN STUDIES (ALGN)	\$0.00	\$0.00	\$40.00	\$50.00	\$0.00	\$0.00	\$560.00	\$650.00
C. DRAINAGE DESIGN (DRNG)	\$0.00	\$0.00	\$40.00	\$50.00	\$0.00	\$0.00	\$90.00	\$0.00
D. PAVEMENT DESIGN (PVMT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E. ROADWAY LIGHTING DESIGN (RWL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F. SEWER TELEVISION REVIEW (SWR)	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$480.00	\$510.00
G. UTILITY ANALYSIS (UTIL)	\$200.00	\$0.00	\$300.00	\$100.00	\$0.00	\$0.00	\$640.00	\$1,240.00
H. PLANS (PLAN)	\$0.00	\$0.00	\$600.00	\$50.00	\$0.00	\$0.00	\$22,670.00	\$23,320.00
I. ESTIMATES (EST)	\$0.00	\$0.00	\$100.00	\$50.00	\$0.00	\$0.00	\$2,400.00	\$2,550.00
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	\$0.00	\$0.00	\$200.00	\$50.00	\$0.00	\$0.00	\$0.00	\$250.00
K. BIDDING ASSISTANCE (BID)	\$0.00	\$0.00	\$150.00	\$50.00	\$0.00	\$0.00	\$0.00	\$200.00
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	\$300.00	\$0.00	\$200.00	\$150.00	\$125.00	\$0.00	\$0.00	\$775.00
M. PERMIT APPLICATIONS (PRMT)	\$0.00	\$0.00	\$50.00	\$50.00	\$75.00	\$0.00	\$0.00	\$175.00
N. ENVIRONMENTAL CLEARANCES (ENVR)	\$0.00	\$0.00	\$50.00	\$50.00	\$30.00	\$125.00	\$0.00	\$255.00
O. FUNDING COORDINATION (FUND)	\$200.00	\$0.00	\$250.00	\$100.00	\$50.00	\$0.00	\$0.00	\$600.00
P. PUBLIC INFORMATION MEETING (PIM)	\$300.00	\$0.00	\$200.00	\$50.00	\$0.00	\$75.00	\$0.00	\$625.00
TOTALS	\$1,000.00	\$0.00	\$2,250.00	\$800.00	\$280.00	\$200.00	\$28,270.00	\$32,800.00

Part 3 Land Acquisition Documents

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO Elimination						
A. LAND ACQUISITION	76	\$14,785.00	\$985.00	\$0.00	\$15,770.00	60.0%
CSO Elimination Totals						
Water Main Replacement						
A. LAND ACQUISITION	52	\$9,855.00	\$655.00	\$0.00	\$10,510.00	40.0%
Water Main Replacement Totals						
Project Totals	128	\$24,640.00	\$1,640.00	\$0.00	\$26,280.00	100.0%

Part 3 Land Acquisition Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
A. LAND ACQUISITION (ROW)									
1. Determine temporary easement (TE) parcel locations.		2				2			4
2. Order title letters (assume 12 parcels).						4			4
3. Obtain and review subdivision plats, surveys, and monument records.						12			12
4. Define proposed TE lines in CADD (12 TE).						4	8		12
5. Develop base plat files (12 TE).						16	56		72
6. Create legal descriptions (12 TE).						24			24
7. Preliminarily TE staking.									0
Total Hours Section A									
	0	2	0	0	0	62	64	0	128

Note:

- A. Assumes that permanent easements and proposed right-of-way are not required.
A. Assumes that right-of-way or easement vacation documents will not be prepared.
A1. Assumes TE for 12 parcels.
A2. The fee for the title letters will be billed directly to the City and are not included in this proposal.
A6. Assumes that all parcels are in platted and recorded subdivisions.
A7. Preliminary staking is not included.

Part 3 Land Acquisition Documents

Project Element	Mileage	Reproduction	Telephone	Postage	Survey	(1) Documents	CADD	Totals
A. LAND ACQUISITION (ROW)	\$100.00	\$200.00	\$20.00	\$20.00	\$0.00	\$0.00	\$1,300.00	\$1,640.00
TOTALS	\$100.00	\$200.00	\$20.00	\$20.00	\$0.00	\$0.00	\$1,300.00	\$1,640.00

(1) The fee for the title letters will be billed directly to the City and are not included in this proposal.

Part 4 Construction Support Services

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO Elimination						
A. CONSTRUCTION SUPPORT	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
CSO Elimination Totals						
Water Main Replacement						
A. CONSTRUCTION SUPPORT	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Water Main Replacement Totals						
Project Totals	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%

Part 4 Construction Support Services

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
A. PHASE 8 CONSTRUCTION OBSERVATION									
1. Construction support services are not included.									0
Total Hours Section A.	0	0	0	0	0	0	0	0	0

Part 4 Construction Support Services

Project Element	Mileage	Reproduction	Telephone	Postage	Supplies	Overtime Premium	CADD	Totals
A. PHASE 8 CONSTRUCTION OBSERVATION								\$0.00
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Proposal for Engineering Services
Locust Street CSO Elimination and Water Main Replacement Phase 9
City of Bloomington

Clark Dietz, Inc
Cost Estimate of Consultant Services

Summary of Phase 9 Services

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO Elimination						
Part 1 Field Survey Services	282	\$46,470.00	\$4,040.00	\$0.00	\$50,510.00	4.9%
Part 2 Final Design and Construction Contract Documents	2650	\$510,495.00	\$21,920.00	\$25,320.00	\$557,735.00	53.6%
Part 3 Land Acquisition Documents	76	\$15,170.00	\$985.00	\$0.00	\$16,155.00	1.6%
Part 4 Construction Support Services	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
CSO Elimination Totals	3008	\$572,135.00	\$26,945.00	\$25,320.00	\$624,400.00	60.0%
Water Main Replacement						
Part 1 Field Survey Services	190	\$30,980.00	\$2,690.00	\$0.00	\$33,670.00	3.2%
Part 2 Final Design and Construction Contract Documents	1762	\$340,275.00	\$14,710.00	\$16,880.00	\$371,865.00	35.7%
Part 3 Land Acquisition Documents	52	\$10,110.00	\$655.00	\$0.00	\$10,765.00	1.0%
Part 4 Construction Support Services	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Water Main Replacement Totals	2004	\$381,365.00	\$18,055.00	\$16,880.00	\$416,300.00	40.0%
Project Totals	5012	\$953,500.00	\$45,000.00	\$42,200.00	\$1,040,700.00	100.0%

Proposal Assumptions

- The improvement limits for Phases 8 and 9 are based on the February 2019 Facility Plans, available GIS information, and discussions with the City.
- Phases 8 and 9 will be designed, bid, and constructed as two separate projects.
- The City has provided televising videos and inspection reports for many of the mainline sewers within the project limits. Outside services are included for additional mainline sewer televising and inspecting within the project limits as required for the proposed design.
- Sewer services will not be located or marked on site. Field survey for sewer service locations and depths is not included.
- Sewer lining will be performed under the City's sewer lining contract. Sewer lining is not included in this project.
- Existing and proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City.
- Geotechnical studies and pavement designs are not included.
- Roadway lighting design is not included.
- Outside services are not anticipated and not included for a special waste screening, Preliminary Environmental Site Assessment (PESA), Preliminary Site Investigation (PSI), and EPA Community Grant environmental coordination.
- Outside services are included for an archaeological survey that may be required during Tribal consultation. This is an estimated amount. The actual amount required for the archaeological survey will be determined during design.
- Construction support services are not included.
- Additional assumptions are included with the various project elements.
- The budgetary construction cost estimate for Phases 8 and 9 base bid and alternate bid improvements within the areas of CSO separation is approximately \$15.5 million.

Part 1 Field Survey Services

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO Elimination						
A. FIELD SURVEY	282	\$46,470.00	\$4,040.00	\$0.00	\$50,510.00	60.0%
CSO Elimination Totals						
Water Main Replacement						
A. FIELD SURVEY	190	\$30,980.00	\$2,690.00	\$0.00	\$33,670.00	40.0%
Water Main Replacement Totals						
	190	\$30,980.00	\$2,690.00	\$0.00	\$33,670.00	40.0%
Project Totals	472	\$77,450.00	\$6,730.00	\$0.00	\$84,180.00	100.0%

Part 1 Field Survey Services

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
A. FIELD SURVEYS (SURV)									
1. Coordinate field survey.		4				2	3	3	12
2. Property pin search throughout corridors.							8	8	16
3. Set vertical control (assume 8 TBM's).						2	4	10	16
4. Set survey control points (assume 17).						2	10	10	22
5. Run level circuit through survey control points and TBM's.						2	10	10	22
6. Set/survey soil boring & pavement core locations for geotechnical study.									0
7. Pick up survey of utility facilities after utility locates for borings & cores are complete.									0
8. Topography & Cross Sections Monroe St from Colton to Towanda (1150' Cross Sections at 50' o.c.).						2	17	17	36
9. Topography & Cross Sections South Alley from Colton to midpoint (600' Cross Sections at 50' o.c.).						2	9	9	20
10. Topography & Cross Sections Elmwood St from Colton to Towanda (1250' Cross Sections at 50' o.c.).						2	17	17	36
11. Topography & Cross Sections North Alley from Colton to midpoint (600' Cross Sections at 50' o.c.).						2	6	6	14
12. Utility locations on Locust St at Colton and at midblock.						2	4	4	10
13. Topography & Cross Sections Locust St at midblock.						2	2	2	6
14. Topography & Cross Sections Colton Ave from Monroe to Elmwood (480' Cross Sections at 50' o.c.).						2	7	7	16
15. Topography & Cross Sections Colton Ave from Elmwood to Woodruff (520' Cross Sections at 50' o.c.).						2	7	7	16
16. Topography & Cross Sections Towanda Ave from Elmwood to Locust (1125' Cross Sections at 50' o.c.).						2	17	17	36
17. Pick up survey of water main & water service locates.								24	24
18. Pick up survey of sewer service locates.									0
19. Structure inspections (structure cuts and details, assume 50).							24	24	48
20. Download field data to office data files, edit graphics, and create existing 3D model.							68		68
21. Configure existing ROW and property lines.						36			36
22. Site visit to take photos. Prepare photo catalog.								8	8
23. Stake & tie proposed centerline control points (assume 10).							8	8	16

Total Hours Section A.

0	4	0	0	0	0	62	221	185	472
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Note:

- A. The work effort assumes a two-person survey crew.
A6. Soil borings and pavement cores are not included. Geotechnical information to be provided by the City.
A7. Soil borings and pavement cores are not included. Geotechnical information to be provided by the City.
A17. Locating & marking of water mains & services to be provided by the City.
A18. Sewer services will not be televised, located, or marked on site.

Part 1 Field Survey Services

Project Element	Mileage	Reproduction	Telephone	Overtime	Survey	CADD	GPS	Totals
A. FIELD SURVEYS (SURV)	\$2,500.00	\$150.00	\$150.00	\$1,000.00	\$600.00	\$2,080.00	\$250.00	\$6,730.00
TOTALS	\$2,500.00	\$150.00	\$150.00	\$1,000.00	\$600.00	\$2,080.00	\$250.00	\$6,730.00

Part 2 Final Design and Construction Contract Documents

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO Elimination						
A. PROJECT BASE SHEETS	56	\$9,110.00	\$1,130.00	\$0.00	\$10,240.00	1.1%
B. DESIGN STUDIES	208	\$42,195.00	\$465.00	\$0.00	\$42,660.00	4.6%
C. DRAINAGE DESIGN	72	\$15,195.00	\$55.00	\$0.00	\$15,250.00	1.6%
D. PAVEMENT DESIGN	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
E. ROADWAY LIGHTING DESIGN	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
F. SEWER TELEVISION REVIEW	32	\$4,825.00	\$310.00	\$16,320.00 (1)	\$21,455.00	2.3%
G. UTILITY ANALYSIS	102	\$19,060.00	\$745.00	\$0.00	\$19,805.00	2.1%
H. PLANS	1354	\$258,355.00	\$15,615.00	\$0.00	\$273,970.00	29.5%
I. ESTIMATES	210	\$37,600.00	\$1,870.00	\$0.00	\$39,470.00	4.2%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET	160	\$32,365.00	\$150.00	\$0.00	\$32,515.00	3.5%
K. BIDDING ASSISTANCE	44	\$9,600.00	\$120.00	\$0.00	\$9,720.00	1.0%
L. PROJECT COORDINATION & MANAGEMENT	174	\$39,415.00	\$465.00	\$0.00	\$39,880.00	4.3%
M. PERMIT APPLICATIONS	40	\$6,615.00	\$105.00	\$0.00	\$6,720.00	0.7%
N. ENVIRONMENTAL CLEARANCES	8	\$1,245.00	\$155.00	\$0.00 (2)	\$1,400.00	0.2%
O. FUNDING COORDINATION	142	\$25,120.00	\$360.00	\$9,000.00 (3)	\$34,480.00	3.7%
P. PUBLIC INFORMATION MEETING	48	\$9,795.00	\$375.00	\$0.00	\$10,170.00	1.1%

CSO Elimination Totals	2650	\$510,495.00	\$21,920.00	\$25,320.00	\$557,735.00	60.0%
Water Main Replacement						

A. PROJECT BASE SHEETS	36	\$6,070.00	\$750.00	\$0.00	\$6,820.00	0.7%
B. DESIGN STUDIES	136	\$28,125.00	\$305.00	\$0.00	\$28,430.00	3.1%
C. DRAINAGE DESIGN	48	\$10,125.00	\$35.00	\$0.00	\$10,160.00	1.1%
D. PAVEMENT DESIGN	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
E. ROADWAY LIGHTING DESIGN	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
F. SEWER TELEVISION REVIEW	20	\$3,215.00	\$200.00	\$10,880.00 (1)	\$14,295.00	1.5%
G. UTILITY ANALYSIS	66	\$12,700.00	\$495.00	\$0.00	\$13,195.00	1.4%
H. PLANS	918	\$172,235.00	\$10,535.00	\$0.00	\$182,770.00	19.7%
I. ESTIMATES	138	\$25,060.00	\$1,240.00	\$0.00	\$26,300.00	2.8%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET	104	\$21,575.00	\$100.00	\$0.00	\$21,675.00	2.3%
K. BIDDING ASSISTANCE	28	\$6,400.00	\$80.00	\$0.00	\$6,480.00	0.7%
L. PROJECT COORDINATION & MANAGEMENT	114	\$26,275.00	\$310.00	\$0.00	\$26,585.00	2.9%
M. PERMIT APPLICATIONS	24	\$4,405.00	\$70.00	\$0.00	\$4,475.00	0.5%
N. ENVIRONMENTAL CLEARANCES	4	\$825.00	\$100.00	\$0.00 (2)	\$925.00	0.1%
O. FUNDING COORDINATION	94	\$16,740.00	\$240.00	\$6,000.00 (3)	\$22,980.00	2.5%
P. PUBLIC INFORMATION MEETING	32	\$6,525.00	\$250.00	\$0.00	\$6,775.00	0.7%

Water Main Replacement Totals	1762	\$340,275.00	\$14,710.00	\$16,880.00	\$371,865.00	40.0%
Project Totals	4412	\$850,770.00	\$36,630.00	\$42,200.00	\$929,600.00	100.0%

(1) Outside services for sewer televising and inspecting are included and will be provided by Hoerr Construction.
(2) Outside services for a special waste screening, Preliminary Environmental Site Assessment (PESA), and Preliminary Site Investigation (PSI) are not anticipated and not included.
(3) Outside services for an archaeological survey are included if required during Tribal consultation. This is an estimated fee. The actual fee will be determined during design.
(3) Outside services for EPA Community Grant environmental coordination are not anticipated and not included.

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
A. PROJECT BASE SHEETS (PLOT)									
1. Paving/storm sewer plan & profile sheets - 4600' = 13 sheets at 1"=20'.							26		26
2. Sanitary sewer plan & profile sheets - 1750' = 5 sheets at 1"=20'.							10		10
3. CSO separation plan and details = 2 sheets.							4		4
4. Water main plan & profile sheets - 2250' = 6 sheets at 1"=20'.							12		12
5. Removal plan sheets - 4600' = 13 sheets at 1"=20'.							20		20
6. Cross section sheets - 4600' = 20 sheets at 5 xs/sheet.							20		20
Total Hours Section A.									
	0	0	0	0	0	0	92	0	92
Note:									
A. The project limits include Colton from Monroe to Woodruff, Monroe from Colton to Towanda, south alley from Colton to Towanda, north alley from Colton to midblock, and Towanda from north alley to the country club.									
A. The base bid improvements include utility trenches restored with concrete patches.									
A. The alternate bid improvements include milling and resurfacing within the limits of the sewer and water main work.									
A1. Assumes new storm sewer on Colton, Monroe, south alley, Elmwood, and north alley.									
A2. Assumes new sanitary sewer on Colton, Elmwood, and Towanda. Assumes existing combined sewers on the other streets will remain as sanitary sewer.									
A3. The final CSO separation will occur after Phase 9 and will not be included in the bid documents.									
A4. Assumes new water main on Monroe and Elmwood.									
A6. Assumes cross sections will be provided at approximate 50' intervals as required along the streets within the project limits.									
B. DESIGN STUDIES (DSGN)									
1. Determine design criteria.		2	2						4
2. Define existing/proposed typical section elements.									0
3. Develop roadway H/V alignments.		60		68					128
4. Develop sanitary sewer H/V alignments.			28		8				36
5. Develop water main H/V alignments.			16		4				20
6. Determine intersection geometry and elevations at 6 intersections. Determine sidewalk curb ramp geometry and elevations at 5 intersections.		70		70					140
7. QA review of design.	16								16
Total Hours Section B.									
	16	132	46	138	12	0	0	0	344

Note:

B1. Applicable City and IDOT criteria will be used.
B2. Assumes existing & proposed typical section information will be provided by City.

B3. Develop existing H/V alignments for Colton from Monroe to Woodruff, Monroe from Colton to Towanda, south alley from Colton to Towanda, north alley from Colton to midblock, and Towanda from north alley to the country club.

B3. Develop proposed profiles as required for the streets within the project limits.

B4. Assumes new sanitary sewer on Colton from Elmwood to Woodruff, Elmwood from Colton to midblock, and Towanda from north alley to the country club.

B5. Assumes new water main on Monroe and Elmwood.

B6. Assumes curb ramps at Monroe & Colton, Monroe & Towanda, Elmwood & Colton, Elmwood & Cecil, and Elmwood & Towanda. Assumes no curb ramps at Woodruff & Colton.

B6. Assumes existing curb & gutter will remain except where required for new curb ramps or drainage structures.

B6. Assumes no new sidewalk locations.

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
C. DRAINAGE DESIGN (DRNG)									
1. Develop storm sewer H/V alignments.			36						36
2. Determine/quantify drainage areas and compute discharges.			16						16
3. Compute inlet spacing requirements and size new storm sewer for capacity.			40						40
4. Develop drainage tables for structure locations and pipe lengths, slopes, and inverts.			24						24
5. QA review of design.	4								4
Total Hours Section C.									
	4	0	116	0	0	0	0	0	120
Note: C1. Assumes new storm sewer on Colton from Monroe to Woodruff, Monroe from Colton to Towanda, south alley from Colton to Towanda, and north alley from Colton to midblock. C2. Design based on 5 year design storm frequency. C2. Analysis locations limited to Colton from Monroe to Woodruff, Monroe from Colton to Towanda, south alley from Colton to Towanda, and north alley from Colton to midblock. C3. Analysis locations limited to Colton from Monroe to Woodruff, Monroe from Colton to Towanda, south alley from Colton to Towanda, and north alley from Colton to midblock.									
D. PAVEMENT DESIGN (PVMT)									
1. Proposed pavement design and typical section information to be provided by City.									0
Total Hours Section D.									
	0	0	0	0	0	0	0	0	0
E. ROADWAY LIGHTING DESIGN (RWL)									
1. Existing lights are owned by Ameren and will be relocated by Ameren where necessary.									0
Total Hours Section E.									
	0	0	0	0	0	0	0	0	0
F. SEWER TELEVISING REVIEW (SWR)									
1. Review reports and videos for sewers to verify existing conditions. Update utility files as required. Determine recommendations for repair or replacement.			4	24			24		52
Total Hours Section F.									
	0	0	4	24	0	0	24	0	52
Note: F1. Sewer televising to be provided by the City and Hoerr Construction. Sewer service televising will not be provided. Sewer service locations will be determined from mainline sewer inspection reports.									

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
G. UTILITY ANALYSIS (UTIL)										
1. Call for design locate. Coordinate with Utility Companies for utility mapping. Prepare database of utility owner contact information.				8						8
2. Plot utility locations from data furnished by Utility Companies and from field survey.						32				32
3. Analyze potential utility conflicts. Revise designs as possible to mitigate.		8	8	8						24
4. Coordinate with Utility Companies to request field locates.		2		2						4
5. Perform pick-up survey for utility locates (assume 2 trips).						16		16		32
6. Prepare Status of Utilities to be Adjusted.		8		8						16
7. Coordinate with Utility Companies about utility impacts.		12		16						28
8. Review Utility Company relocation plans and advise the City on issuing permits.		10	8	6						24
Total Hours Section G.										
	0	40	16	48	0	48	0	48	16	168

Note:

- G. Utility coordination will be performed by phone and email.
G5. Utility potholing is not included.
G7. Plans and status of utilities will be distributed by email.

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
H. PLANS (PLAN)									
1. Cover sheet (1 sheet).	4						4		8
2. General notes (2 sheets).	8		2	2			6		18
3. Highway standards and legend (1 sheet).	4						4		8
4. Summary of quantities (3 sheets).	6		2	8			8		24
5. Schedule of quantities (3 sheets).	8		2	18			32		60
6. Existing typical sections (2 sheets).	2						4		6
7. Proposed typical sections (4 sheets).	6			6			12		24
8. Alignments and benchmarks (2 sheets @ 1" = 50').	28			40			20		88
9. Stage construction & maintenance of traffic plans (9 sheets).	16			16			16		48
10. Removal plans (13 sheets @ 1" = 20').	32			52		24	24		24
11. Paving plans - alternate bid (2 sheets @ 1" = 50').	18			76			108		182
12. Drainage tables (13 sheets).	6		26	12			12		30
13. Sanitary sewer plan & profile (5 sheets @ 1" = 20').	86			128			72		312
14. CSO separation plan and details (2 sheets).	8		12	16			16		40
15. Sanitary sewer details (2 sheets).	12		40	8			28		52
16. Water main plan & profile (6 sheets @ 1" = 20').	32		24				60		140
17. Water main details (4 sheets).	4		8				32		40
18. Storm water pollution prevention plans (2 sheets @ 1" = 50').	4		16				4		16
19. Pavement joint plans (8 double panel sheets @ 1" = 20').	32			16			72		108
20. Intersection details (6 sheets @ 1"=5').	32			48			12		8
21. Pavement marking details (1 sheet).	8			84			48		128
22. Miscellaneous details (4 sheets).	20			12			28		144
23. Cross sections (20 sheets).	82			16			6		8
24. QA review of plans (135 sheets).	28			106			28		64
25. Incorporate QA review comments.	12		8	8			92		280
26. Submit preliminary plans to City. Incorporate review comments.	16		8	8			20		48
27. Update final plans for revisions to City and IEPA. Incorporate review comments.	6		6	8			32		64
28. Prepare final PDF plans for bidding.	4		4	4			12		32
Total Hours Section H.									
Note:									
H4. Includes separation of quantities for sewer, water, and non-loan-eligible items.	28	510	186	702	0	24	822	0	2272
H5. Includes separation of quantities for sewer, water, and non-loan-eligible items.									
H11. Assumes new storm sewer on Colton, Monroe, south alley, Elmwood, and north alley.									
H11. Assumes that after reviewing the sewer televising videos, no additional sewers or streets will need to be removed and replaced other than those identified in this project scope.									
H11. Assumes that any required sewer lining will be performed under the City's sewer lining contract instead of with this project.									
H13. Assumes new sanitary sewer on Colton, Elmwood, and Towanda.									
H13. Assumes that after reviewing the sewer televising videos, no additional sewers or streets will need to be removed and replaced other than those identified in this project scope.									
H13. Assumes that any required sewer lining will be performed under the City's sewer lining contract instead of with this project.									
H14. The final CSO separation will occur after Phase 9 and will not be included in the bid documents. The CSO separation plan and details will be submitted with the technical memo.									
H16. Assumes new water main on Monroe and Elmwood.									
H19. Assumes pavement joint plans will be provided for concrete patches.									
H21. Assumes pavement marking on Colton and Towanda.									
H24. Cross sections will be provided if necessary for the proposed design.									
H30. Assumes that electronic signatures will be used on the cover sheet.									

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
I. ESTIMATES (EST)									
1. Pay item determination & quantity calculations.		24		112	24		132		292
2. Estimate of construction cost.		16	8	8					32
3. Estimate of construction time.		8		8					16
4. QA review of estimates.	4								4
5. Incorporate QA review comments.		4							4
Total Hours Section I.									
	4	52	8	128	24	0	132	0	348
Note:									
I1. Pay items to follow IDOT format where possible.									
I1. Includes separation of quantities for sewer, water, and non-loan-eligible items. Includes base bid and alternate bid quantities.									
I2. Includes cost estimates for sewer, water, and non-loan-eligible items. Includes base bid and alternate bid cost estimates.									
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)									
1. Technical specifications.		24	16	32					72
2. Front-end documents and IEPA checklists.		48	4						52
3. QA review of proposal book.	12								12
4. Incorporate QA review comments.		4	4	4					12
5. Submit preliminary proposal book to City. Incorporate review comments.		8	8	8					24
6. Submit prefinal proposal book to City and IEPA. Incorporate review comments.		8	8	8					24
7. Update final proposal book for revisions to IEPA/IDOT documents after final proposal book has been approved.		4	2	2					8
8. Prepare final PDF proposal book for bidding.		4			32				4
9. Technical memo for final CSO separation.		8	16						56
Total Hours Section J.									
	12	108	58	54	32	0	0	0	264
Note:									
J1. Technical specifications to follow IDOT format where possible.									
J2. IEPA front-end documents to be used.									
J9. The final CSO separation will occur after Phase 9 and will not be included in the bid documents. The CSO separation plan and details will be submitted with the technical memo.									

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
K. BIDDING ASSISTANCE (BID)									
1. Advertisement for bids.									0
2. Attend prebid meeting.									0
3. Distribution of bid documents.									0
4. Address bidder questions and issue clarifications/addenda.		12	12						24
5. Attend bid opening.									0
6. Review bids and prepare tabulation of bids.		8							8
7. Prepare IEPA bid spreadsheets and certification checklists for apparent low bidder.		24	16						40
Total Hours Section K.									
	0	44	28	0	0	0	0	0	72
Note: K1. Advertising to be performed by City. K2. Assumes a prebid meeting will not be held. A prebid meeting was not held during Phases 4 and 5. K3. Online distribution of bid documents to be performed by City. Paper copies of bid documents will not be distributed. K4. Bidder coordination to be performed by City. K5. Online bid opening to be performed by City.									
L. PROJECT COORDINATION & MANAGEMENT (ADMN)									
1. Organization and setup of project work plan and files.	2	16							18
2. Design team kickoff meeting.	2	4	2	2	2	2	2	2	18
3. Subconsultant coordination and invoice reviews.		16							16
4. Project review meetings (8 Microsoft Teams meetings with City).		16	16						32
5. Preparation of meeting minutes (8 meetings).		12							12
6. General project coordination (Sep 2023 - Apr 2026).	16	48							64
7. General project administration (Sep 2023 - Apr 2026).	16	48							64
8. Progress verification and invoice preparation (Sep 2023 - Apr 2026).		64							64
Total Hours Section L.									
	36	224	18	2	2	2	2	2	288
BASIC DESIGN SERVICES - ITEMS A THRU L									
SUBTOTAL HOURS - ITEMS A THRU L									
	100	1110	480	1072	94	26	1120	18	4020

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
M. PERMIT APPLICATIONS (PRMIT)									
1. Prepare NPDES permit form BDE 2342 & include in proposal book.		4			8				12
2. Prepare & submit sanitary sewer permit application to IEPA.			4		4				16
3. Prepare & submit water main permit application to IEPA.			4		4				16
4. Prepare & submit joint permit application to USACE, IDNR, and IEPA.		4	4		12				20
5. IDOT coordination. Prepare & submit utility permit application to IDOT.									0
Total Hours Section M.									
	0	8	12	16	28	0	0	0	64
Note: M4. A joint permit application will be required for the sewer work that crosses Sugar Creek. M5. The final CSO separation will occur after Phase 9 and will not be included in the bid documents. The Phase 9 project limits do not include IDOT right-of-way.									
N. ENVIRONMENTAL CLEARANCES (ENVR)									
1. IDNR EcoCAT submittal.			2		2				4
2. IDNR SHPO submittal.			4		4				8
3. Special waste screening.									0
4. Preliminary Environmental Site Assessment (PESA).									0
5. Preliminary Site Investigation (PSI).									0
Total Hours Section N.									
	0	0	6	0	6	0	0	0	12
Note: N. Assumes no right-of-way acquisition. N. Assumes IDNR clearances obtained for the facility plan during Phase 8 will expire before the Phase 9 letting. N1. Assumes no biological or wetland issues and no required remediation. N2. Assumes no cultural or historic issues and no required remediation. N3. Assumes no special waste screening for a project with local administration. Outside services are not anticipated and not included. N4. Assumes no PESA for a project with local administration. Outside services are not anticipated and not included. N5. Assumes no PSI for a project with local administration. Outside services are not anticipated and not included.									
O. FUNDING COORDINATION (FUND)									
1. Complete environmental and Tribal coordination for facility plan.		16	16		24				56
2. Complete facility plan.		6	12		20				38
3. Prepare loan application for FY2026 funding.		4	6		26				36
4. Prepare funding nomination forms for FY2026.					14				24
5. Coordination and submittals for securing project funding from IEPA.		16	24		24				64
6. Develop and submit loan repayment plan to City and IEPA.		4	6		8				18
Total Hours Section O.									
	0	50	70	0	116	0	0	0	236
Note: O. Assistance with the City's EPA Community Grant application for Phase 8 is included in Phase 8.									

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
P. PUBLIC INFORMATION MEETING (PIM)									
1. Facility arrangement.		6	8	16					0
2. Exhibit preparation.		4	4	4					30
3. Prepare informational handout.		2							12
4. Prepare public notice.		6	6	6					2
5. Meeting setup & attendance for 1 meeting.		6	6	6					18
6. Meeting minutes; summary of comments & responses.		6	6	6					18
Total Hours Section P.									
	0	24	24	32	0	0	0	0	80
Note:									
P1. Facility to be selected and reserved by City. Facility costs to be paid by City.									
P4. City to send public notice to residents near project limits and other interested persons. Public notice advertising costs to be paid by City.									
SUPPLEMENTAL DESIGN SERVICES - ITEMS M THRU P									
SUBTOTAL HOURS - ITEMS M THRU P									
	0	82	112	48	150	0	0	0	392
TOTAL DESIGN SERVICES - ITEMS A THRU P									
GRAND TOTAL HOURS - ITEMS A THRU P									
	100	1192	592	1120	244	26	1120	18	4412

Part 2 Final Design and Construction Contract Documents

Project Element	Mileage	Miscellaneous	Reproduction	Telephone	Postage	Supplies	CADD	Totals
A. PROJECT BASE SHEETS (PLOT)	\$0.00	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00	\$1,840.00	\$1,880.00
B. DESIGN STUDIES (ALGN)	\$0.00	\$0.00	\$40.00	\$50.00	\$0.00	\$0.00	\$680.00	\$770.00
C. DRAINAGE DESIGN (DRNG)	\$0.00	\$0.00	\$40.00	\$50.00	\$0.00	\$0.00	\$90.00	\$0.00
D. PAVEMENT DESIGN (PVMT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E. ROADWAY LIGHTING DESIGN (RWL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F. SEWER TELEVISION REVIEW (SWR)	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$480.00	\$510.00
G. UTILITY ANALYSIS (UTIL)	\$200.00	\$0.00	\$300.00	\$100.00	\$0.00	\$0.00	\$640.00	\$1,240.00
H. PLANS (PLAN)	\$0.00	\$0.00	\$600.00	\$50.00	\$0.00	\$0.00	\$25,500.00	\$26,150.00
I. ESTIMATES (EST)	\$0.00	\$0.00	\$100.00	\$50.00	\$0.00	\$0.00	\$2,960.00	\$3,110.00
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	\$0.00	\$0.00	\$200.00	\$50.00	\$0.00	\$0.00	\$0.00	\$250.00
K. BIDDING ASSISTANCE (BID)	\$0.00	\$0.00	\$150.00	\$50.00	\$0.00	\$0.00	\$0.00	\$200.00
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	\$300.00	\$0.00	\$200.00	\$150.00	\$125.00	\$0.00	\$0.00	\$775.00
M. PERMIT APPLICATIONS (PRMT)	\$0.00	\$0.00	\$50.00	\$50.00	\$75.00	\$0.00	\$0.00	\$175.00
N. ENVIRONMENTAL CLEARANCES (ENVR)	\$0.00	\$0.00	\$50.00	\$50.00	\$30.00	\$125.00	\$0.00	\$255.00
O. FUNDING COORDINATION (FUND)	\$200.00	\$0.00	\$250.00	\$100.00	\$50.00	\$0.00	\$0.00	\$600.00
P. PUBLIC INFORMATION MEETING (PIM)	\$300.00	\$0.00	\$200.00	\$50.00	\$0.00	\$75.00	\$0.00	\$625.00
TOTALS	\$1,000.00	\$0.00	\$2,250.00	\$800.00	\$280.00	\$200.00	\$32,100.00	\$36,630.00

Part 3 Land Acquisition Documents

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO Elimination						
A. LAND ACQUISITION	76	\$15,170.00	\$985.00	\$0.00	\$16,155.00	60.0%
CSO Elimination Totals						
Water Main Replacement						
A. LAND ACQUISITION	52	\$10,110.00	\$655.00	\$0.00	\$10,765.00	40.0%
Water Main Replacement Totals						
Project Totals	128	\$25,280.00	\$1,640.00	\$0.00	\$26,920.00	100.0%

Part 3 Land Acquisition Documents

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
A. LAND ACQUISITION (ROW)										
1. Determine temporary easement (TE) parcel locations.		2					2			4
2. Order title letters (assume 12 parcels).							4			4
3. Obtain and review subdivision plats, surveys, and monument records.							12			12
4. Define proposed TE lines in CADD (12 TE).							4	8		12
5. Develop base plat files (12 TE).							16	56		72
6. Create legal descriptions (12 TE).							24			24
7. Preliminarily TE staking.										0
Total Hours Section A										
	0	2	0	0	0	0	62	64	0	128

Note:

- A. Assumes that permanent easements and proposed right-of-way are not required.
- A. Assumes that right-of-way or easement vacation documents will not be prepared.
- A1. Assumes TE for 12 parcels.
- A2. The fee for the title letters will be billed directly to the City and are not included in this proposal.
- A6. Assumes that all parcels are in platted and recorded subdivisions.
- A7. Preliminary staking is not included.

Part 3 Land Acquisition Documents

Project Element	Mileage	Reproduction	Telephone	Postage	Survey	(1) Documents	CADD	Totals
A. LAND ACQUISITION (ROW)	\$100.00	\$200.00	\$20.00	\$20.00	\$0.00	\$0.00	\$1,300.00	\$1,640.00
TOTALS	\$100.00	\$200.00	\$20.00	\$20.00	\$0.00	\$0.00	\$1,300.00	\$1,640.00

(1) The fee for the title letters will be billed directly to the City and are not included in this proposal.

Part 4 Construction Support Services

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO Elimination						
A. CONSTRUCTION SUPPORT	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
CSO Elimination Totals						
Water Main Replacement						
A. CONSTRUCTION SUPPORT	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Water Main Replacement Totals						
Project Totals	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%

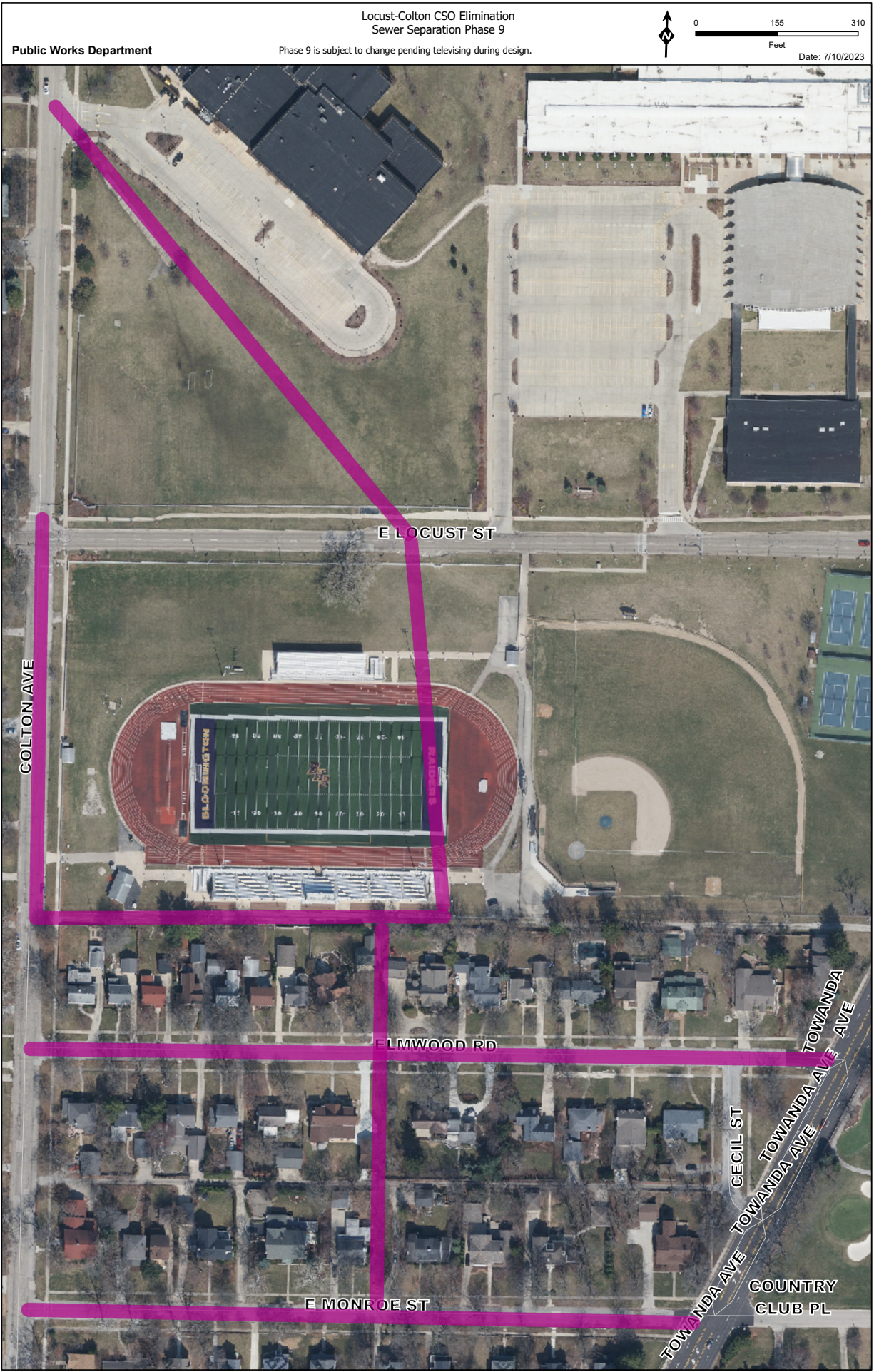
Part 4 Construction Support Services

Project Element	Project Director	Project Manager	Project Engineer	Design Engineer	Design Engineer	PLS Engineer	Design Technician	Survey Technician	Total Hours
A. PHASE 9 CONSTRUCTION OBSERVATION									
1. Construction support services are not included.									0
Total Hours Section A.	0	0	0	0	0	0	0	0	0

Part 4 Construction Support Services

Project Element	Mileage	Reproduction	Telephone	Postage	Supplies	Overtime Premium	CADD	Totals
A. PHASE 9 CONSTRUCTION OBSERVATION								\$0.00
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00







REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: Ward 1 and Ward 4

SUBJECT: Consideration and Action on 1) an Ordinance Authorizing the City of Bloomington, McLean County, Illinois, to Borrow Funds from the Public Water Supply Loan Program, in the Amount of \$7.4 Million; 2) an Ordinance Authorizing the City of Bloomington, McLean County, Illinois, to Borrow Funds from the Water Pollution Control Loan Program, in the Amount of \$10.8 Million; 3) a Resolution Authorizing a Representative to Sign Loan Documents for the Public Water Supply Loan Program, for the Locust Colton Combined Sewer Separation Project; and 4) a Resolution Authorizing a Representative to Sign Loan Documents for the Water Pollution Control Loan Program, for the Locust Colton Combined Sewer Separation Project, as requested by the Department of Operations & Engineering Services the Water Department.

RECOMMENDED MOTION: The proposed Ordinances and Resolutions be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2c. Functional, well maintained sewer collection system

Objective 4d. Improved neighborhood infrastructure

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the Ordinances will authorize the City to apply to borrow up to \$7.4 million from the Illinois Environmental Protection Agency ("IEPA") Public Water Supply Loan Program ("PWS") and up to \$10.8 Million from the IEPA Water Pollution Control Loan Program ("WPC"), and the Resolutions will authorize the Mayor to execute loan application documents, to construct new water main, and separate the combined sewer as part of the final two phases of the Locust Colton Combined Sewer Separation project. More information about the IEPA state revolving fund (SRF) loan programs is available at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund.html>.

The City sewer collection system operates combined sewer overflow ("CSO") outlets near the intersection of Locust Street and Colton Avenue under a permit from the IEPA. The permit includes a Long-Term Control Plan to eliminate the associated CSO. The City completed construction on Phases 1, 6, & 7 of the CSO elimination project in 2014. The City completed Phase 2 in 2022 and Phase 3 in 2023. Phases 4 and 5 are currently under construction with an expected completion date in spring 2025.

Staff estimates that Phase 8 will cost a total of \$9.5 million, with \$4.3 million for water and \$5.2 million for sewer. It is being planned for construction in 2025. For Phase 9, staff

estimates a total cost of \$8.7 million, with \$3.1 million for water and \$5.6 million for sewer. Phase 9 is being planned for construction in 2026.

The cost estimates include construction, engineering, legal expenses, financial expenses, land acquisition, and other related expenses, as required by the language in the ordinance templates provided by the IEPA. The City is only expecting to borrow funds from PWS and WPC to cover the cost of construction. The other services are funded separately.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Ordinances and Resolutions authorize the City to apply for the SRF loans for construction and authorize the Mayor to sign any documents necessary for the application. This does not commit the City to accepting the loans at this time. The semi-annual loan repayment will be budgeted for the 20-year loan period to repay the actual cost of construction for each phase.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW- 1 (Provide quality public infrastructure within the city to protect public health, safety, and the environment), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents), Objective UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment); Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system)

Respectfully submitted for consideration.

Prepared by: Dominic Kallas, Civil Engineer II

ATTACHMENTS:

[DOES 3B Ordinance PWS](#)

[DOES 3C Ordinance WPC](#)

[DOES 3D Resolution PWS](#)

[DOES 3E Resolution WPC](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AUTHORIZING THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM, IN THE AMOUNT OF \$7.4 MILLION, FOR THE LOCUST COLTON COMBINED SEWER SEPARATION PROJECT

WHEREAS, the CITY of Bloomington, McLean County, Illinois, operates its public water supply system (“the System”) and in accordance with the provisions of the [insert Home Rule Article of the Illinois Constitution] and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the MAYOR and CITY COUNCIL of the CITY (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following: **3,380 feet of water mains and 4,480 feet of new storm and sanitary sewer. Completion of this phase will eliminate combined sewer and construct separate sanitary and storm sewers and allows for the elimination of the Locust Street CSO with the final phase, a public health hazard,** together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the CITY, which Project has a useful life of 75 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$7.4 MILLION, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the CITY from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the CITY is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$7.4 MILLION to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the CITY shall be made pursuant to a Loan Agreement, including certain terms and conditions between the CITY and the Illinois Environmental Protection Agency.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. INCORPORATION OF PREAMBLES: The Corporate Authorities hereby find that the

recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

Section 2. DETERMINATION TO BORROW FUNDS: It is necessary and in the best interests of the CITY to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the CITY in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$7.4 MILLION.

Section 3. ADDITIONAL ORDINANCES: The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the CITY may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the CITY to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

Section 4. LOAN NOT INDEBTEDNESS OF CITY: Repayment of the loan to the Illinois Environmental Protection Agency by the CITY pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System, and the loan does not constitute an indebtedness of the CITY within the meaning of any constitutional or statutory limitation.

Section 5. APPLICATION FOR LOAN: The MAYOR is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

Section 6. ACCEPTANCE OF LOAN AGREEMENT: The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 7. OUTSTANDING BONDS: The CITY has outstanding bonds, payable from revenues of the system, that are senior to the loan authorized by this Ordinance, and the CITY establishes

an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s) as the senior lien holders in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C)(PWS).

Section 8. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT: The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 9. SEVERABILITY: If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 10. REPEALER: All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

Section 11. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 12. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 13. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 9th day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2023 - ____

**AN ORDINANCE AUTHORIZING THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS,
TO BORROW FUNDS FROM THE WATER POLLUTION CONTROL LOAN PROGRAM, IN THE
AMOUNT OF \$10.8 MILLION, FOR THE LOCUST COLTON COMBINED SEWER SEPARATION
PROJECT**

WHEREAS, the CITY of BLOOMINGTON, MCLEAN County, Illinois, operates its sewerage system (“the System”) and in accordance with the provisions of the Illinois Municipal Code (65 ILCS 5/11-129-1 et seq.) and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the MAYOR and CITY COUNCIL of the CITY (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following: **3,380 feet of water mains and 4,480 feet of new storm and sanitary sewer. Completion of this phase will eliminate combined sewer and construct separate sanitary and storm sewers and allows for the elimination of the Locust Street CSO with the final phase, a public health hazard,** together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the CITY, which Project has a useful life of 75 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$10.8 MILLION, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the CITY from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the CITY is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$10.8 MILLION to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the CITY shall be made pursuant to a Loan Agreement, including certain terms and conditions between the CITY and the Illinois Environmental Protection Agency.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. INCORPORATION OF PREAMBLES: The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

Section 2. DETERMINATION TO BORROW FUNDS: It is necessary and in the best interests of the CITY to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the CITY in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$10.8 Million.

Section 3. ADDITIONAL ORDINANCES: The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the CITY may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the CITY to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

Section 4. LOAN NOT INDEBTEDNESS OF CITY: Repayment of the loan to the Illinois Environmental Protection Agency by the CITY pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the CITY within the meaning of any constitutional or statutory limitation.

Section 5. APPLICATION FOR LOAN: The MAYOR is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

Section 6. ACCEPTANCE OF LOAN AGREEMENT: The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 7. OUTSTANDING BONDS: The CITY has outstanding bonds, payable from revenues of the system, that are senior to the loan authorized by this Ordinance, and the CITY establishes

an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s) as the senior lien holders in accordance with 35 Ill. Adm. Code 365.350(a)(10)(C)(WPC).

Section 8. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT: The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 9. SEVERABILITY: If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 10. REPEALER: All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

Section 11. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 12. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 13. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 9th day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

RESOLUTION NO. 2023 - _____

**A RESOLUTION AUTHORIZING A REPRESENTATIVE TO SIGN LOAN DOCUMENTS FOR THE
PUBLIC WATER SUPPLY LOAN PROGRAM, FOR THE LOCUST COLTON COMBINED SEWER
SEPARATION PROJECT**

WHEREAS, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities requires that the CITY of BLOOMINGTON authorize a representative to sign the loan application forms and supporting documents.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS:**

Section 1. That THE MAYOR is hereby authorized to sign all loan application forms and documents.

PASSED this 9th day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

RESOLUTION NO. 2023 - _____

**A RESOLUTION AUTHORIZING A REPRESENTATIVE TO SIGN LOAN DOCUMENTS FOR THE
WATER POLLUTION CONTROL LOAN PROGRAM, FOR THE LOCUST COLTON COMBINED
SEWER SEPARATION PROJECT**

WHEREAS, application provisions for loans from the Water Pollution Control Revolving Fund for the construction of sewage treatment works requires that the CITY of BLOOMINGTON authorize a representative to sign the loan application forms and supporting documents.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS:**

Section 1. That THE MAYOR is hereby authorized to sign all loan application forms and documents.

PASSED this 9th day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 8.C.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for Phase I of the Fiscal Year 2024 Sidewalk, Curb, and Gutter Replacement Program (Bid #2024-15), in the Amount of \$2,383,347.05, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

Objective 5a. Well-planned City with necessary services and infrastructure

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: If approved, the City will enter into an agreement with George Gildner, Inc., for Phase I of the Fiscal Year 2024 Sidewalk, Curb, and Gutter Program. Subsequent bids for other portions of the Fiscal Year ("FY") 2024 Sidewalk, Curb, and Gutter Program will be released at a later date. The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 a.m. on Wednesday, September 27, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. George Gildner, Inc., was the lowest responsible bidder among the two bids opened on September 27th. All bidders are local firms, and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is attached. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

The Sidewalk, Curb, and Gutter Program is designed to provide for the construction of sidewalk ramps that are compliant with standards related to the Americans with Disabilities Act ("ADA"), other sidewalk repairs, and projects in which property owners voluntarily enter a 50% cost-sharing agreement (50/50 Sidewalk Program). The program also funds concrete work related to curb and gutter replacements. Additional information on these and other sidewalk programs is available at www.bloomingtonstreets.com.

Locations of sidewalk, curb, and gutter improvements primarily coincide with street resurfacing routes because ramps are constructed and reconstructed at the time of street resurfacing. This is in keeping with the guidelines of the U.S. Access Board, which makes recommendations for the enactment of the ADA. A substandard midblock sidewalk along these resurfacing routes is replaced as money allows, in keeping with the City's complete

streets initiative.

The project includes ramp construction and midblock sidewalk replacement along resurfacing routes, along with other areas of emphasis that include: accommodating specific individuals with disabilities, addressing concerns from residents, and fixing substandard sidewalks rated by City staff as being the worst sidewalk (rated 1 and 2 on a scale of 10).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on September 14, 2023.

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with George Gildner, Inc., for Phase I of the Fiscal Year 2024 Sidewalk, Curb, and Gutter Replacement Program (Bid #2024-15), in the amount of \$2,383,347.05. This will be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560). \$1,700,000 is budgeted for sidewalk work in FY 2024, not including ARPA funds. If approved, \$683,347.05 in budgeted dollars will be transferred from the Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (40120200-72530) to cover the difference. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 82, 83, 228, 276, 277, 278, 279 and 280.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs); Goal TAQ-1 (A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management), and Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network)

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

ATTACHMENTS:

[DOES 4B Ordinance](#)

[DOES 4C Agreement](#)

[DOES 4D Capital Project Summary](#)

[DOES 4E Bid Tab](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH GEORGE GILDNER, INC., FOR PHASE I OF THE FISCAL YEAR 2024 SIDEWALK, CURB, AND GUTTER REPLACEMENT PROGRAM (BID #2024-15), IN THE AMOUNT OF \$2,383,347.05

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with George Gildner, Inc., be approved for Phase I of the FY 2024 Sidewalk, Curb and Gutter Replacement Program ("Project"), in the amount of \$2,383,347.05; and

WHEREAS, the Project consists of work necessary install sidewalk at various locations, along with installation of curb and gutter, and a contingency line item; and

WHEREAS, the City Council finds it in the best interest of the City to approve the contract.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. The Agreement is approved and the City Manager, or his designee, are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 9th day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
George Gildner, Inc.

FOR
Phase I FY 2024 Sidewalk, Curb and Gutter Replacement Program

THIS AGREEMENT, dated this ____ day of ____ October ____, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and ____ George Gildner, Inc. ____ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

☐

This Agreement was not subject to a formal solicitation process by the CITY.

☒

This Agreement was subject to the following procurement initiative by the CITY:

Fiscal Year 2024 Sidewalk, Curb and Gutter Replacement Program - Phase 1 (Bid #2024-15) (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

☐

This Agreement does not require the furnishment of any bonds by the VENDOR.

☒

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

☒

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA

in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

George Gildner, Inc.
Attn: Steve Gildner
2301 Ireland Grove Road PO Box 846
Bloomington, IL 61702-0846
gildnerinc@aol.com

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR George Goldner Inc.
By: George Goldner
Its President

By: Steve D. Galt
Its VP

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the successful completion of the contract. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

The project consists primarily of the following major work items:

- A. Approximately 110,156 SQ FT Sidewalk Removal
- B. Approximately 18,407 SQ FT P.C.C. Sidewalk 6"
- C. Approximately 78,762 SQ FT P.C.C. Sidewalk 4"
- D. Approximately 11,564 SQ FT P.C.C. ADA Ramps
- E. Approximately 2 EACH inlets reconstruction and 59 EACH inlet adjustments.
- F. Approximately 6,829 FT of curb and gutter.

EXHIBIT B
COSTS/FEES

**EXHIBIT B
COSTS/FEES**

George Gildner, Inc. Bid #2024-15 FY24 General Sidewalk, Curb and Gutter Replacement Program

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
COB60202	INLET TO BE ADJUSTED, SPECIAL	59	EA	\$325.00	\$19,175.00
COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	2	EA	\$2,500.00	\$5,000.00
COB60204	INLET, TYPE A	12	EA	\$194.00	\$2,328.00
COB60205	NEW FRAME & GRATE, TYPE 3	30	EA	\$684.00	\$20,520.00
COB60206	NEW FRAME & GRATE, TYPE 50	1	EA	\$850.00	\$850.00
COB60211	STORM SEWER, SPECIAL	68	FT	\$205.00	\$13,940.00
20200100	EARTH EXCAVATION	1,675	SF	\$2.00	\$3,350.00
BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	112	IN-FT	\$33.00	\$3,696.00
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	7,861	SF	\$1.50	\$11,791.50
BLM00005	HIGH EARLY STRENGTH PCC SIDEWALK, 6"	265	SF	\$9.70	\$2,570.50
BLM00006	HIGH EARLY STRENGTH PCC SIDEWALK, 8"	638	SF	\$10.35	\$6,603.30
44000200	DRIVEWAY PAVEMENT REMOVAL	282	SF	\$3.00	\$846.00
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	6,829	FT	\$12.50	\$85,362.50
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	6,934	FT	\$55.00	\$381,370.00
COB60605	BARRIER YARD CURB, SPECIAL	1,328	SF	\$50.00	\$66,400.00
52200900	RETAINING WALL	107	LF	\$75.00	\$8,025.00
42300200	PCC DRIVEWAY PAVEMENT, 6"	281	SY	\$90.00	\$25,290.00
42300400	PCC DRIVEWAY PAVEMENT, 8"	30	SY	\$97.00	\$2,910.00
42400100	PCC SIDEWALK, 4"	78,762	SF	\$8.95	\$704,919.90
42400300	PCC SIDEWALK, 6"	18,142	SF	\$9.60	\$174,163.20
42400410	PCC SIDEWALK, 8"	719	SF	\$10.25	\$7,369.75
COB42401	PCC SIDEWALK RAMP, 6"	11,564	SF	\$21.50	\$248,626.00
44000600	SIDEWALK REMOVAL	110,156	SF	\$2.65	\$291,913.40
42400800	DETECTABLE WARNINGS	1,960	SF	\$27.00	\$52,920.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
BLM00002	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	158	SF	\$6.00	\$948.00
BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	4,153	SF	\$3.00	\$12,459.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$30,000.00	\$30,000.00
620	EXTRA WORK	1	LS	\$200,000.00	\$200,000.00
TOTAL					\$2,383,347.05

Streets Capital Improvement (Asphalt & Concrete) Fund Capital Project Summary

<u>Program</u>	<u>Budget</u>	<u>Bid Award</u> As of 9/27/23	<u>Final Expenditure</u> As of 9/27/23	<u>Unencumbered</u> As of 9/27/23
Multi-Year Street and Alley Resurface Program (40120200-72530)				
General Resurfacing - Phase I (Bid 2024-14)	\$ 4,790,000.00	4,039,820.24	-	750,179.76
General Resurfacing - Phase II	\$ 1,700,000.00	-	-	1,700,000.00
Pavement Preservation: Chip Seal	\$ 130,000.00	141,466.73	126,670.27	3,329.73
Pavement Preservation: Rejuvenator	\$ 130,000.00	91,018.90	-	38,981.10
Pavement Preservation: High-Pressure Slurry Seal	\$ 650,000.00	612,148.80	570,990.70	79,009.30
Street, Alley & Sidewalk Maintenance (Bid 2023-28)	\$ 300,000.00	300,000.00	-	-
Subtotal =	\$ 7,700,000.00	\$ 5,184,454.67	\$ 697,660.97	\$ 2,571,499.89
Multi-Year Sidewalk and Ramp Replacement Program (40120200-72560)				
Sidewalk and Curb Ramp Replacement Program - Phase I (Bid 2024-15) (2)	\$ 2,000,000.00	2,383,347.05	-	(383,347.05)
Sidewalk and Curb Ramp Replacement Program - Phase II	\$ 300,000.00	-	-	300,000.00
Subtotal =	\$ 2,300,000.00	\$ 2,383,347.05	\$ -	(83,347.05)
Total =	\$ 10,000,000.00	\$ 7,567,801.72	\$ 697,660.97	\$ 2,488,152.84

(1) The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund.

(2) A budget transfer of \$383,347.05 from 40120200-72530 will be made to provide additional funding for this award.



EVALUATION TABULATION

ITB No. Bid #2024-15

FY24 General Sidewalk, Curb and Gutter Replacement Program

RESPONSE DEADLINE: September 27, 2023 at 10:00 am

Report Generated: Wednesday, September 27, 2023

SELECTED VENDOR TOTALS

Vendor		Total
George Gildner Inc.		\$2,383,347.05
JG STEWART CONTRACTORS		\$3,426,117.50

BID #2024-15 FY24 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM

Bid #2024-15 FY24 General Sidewalk, Curb and Gutter Replacement Program					George Gildner Inc.		JG STEWART CONTRACTORS	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	COB60202	INLET TO BE ADJUSTED, SPECIAL	59	EA	\$325.00	\$19,175.00	\$666.00	\$39,294.00
X	COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	2	EA	\$2,500.00	\$5,000.00	\$3,540.00	\$7,080.00
X	COB60204	INLET, TYPE A	12	EA	\$194.00	\$2,328.00	\$3,540.00	\$42,480.00
X	COB60205	NEW FRAME & GRATE, TYPE 3	30	EA	\$684.00	\$20,520.00	\$1,080.00	\$32,400.00
X	COB60206	NEW FRAME & GRATE, TYPE 50	1	EA	\$850.00	\$850.00	\$1,320.00	\$1,320.00
X	COB60211	STORM SEWER, SPECIAL	68	FT	\$205.00	\$13,940.00	\$276.00	\$18,768.00
X	20200100	EARTH EXCAVATION	1675	SF	\$2.00	\$3,350.00	\$3.18	\$5,326.50

EVALUATION TABULATION

ITB No. Bid #2024-15

FY24 General Sidewalk, Curb and Gutter Replacement Program

Bid #2024-15 FY24 General Sidewalk, Curb and Gutter Replacement Program					George Gildner Inc.		JG STEWART CONTRACTORS	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	112	IN-FT	\$33.00	\$3,696.00	\$56.40	\$6,316.80
X	BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	7861	SF	\$1.50	\$11,791.50	\$2.22	\$17,451.42
X	BLM00005	HIGH EARLY STRENGTH PCC SIDEWALK, 6"	265	SF	\$9.70	\$2,570.50	\$15.60	\$4,134.00
X	BLM00006	HIGH EARLY STRENGTH PCC SIDEWALK, 8"	638	SF	\$10.35	\$6,603.30	\$17.10	\$10,909.80
X	44000200	DRIVEWAY PAVEMENT REMOVAL	282	SF	\$3.00	\$846.00	\$4.20	\$1,184.40
X	COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	6829	FT	\$12.50	\$85,362.50	\$16.80	\$114,727.20
X	COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	6934	FT	\$55.00	\$381,370.00	\$72.00	\$499,248.00
X	COB60605	BARRIER YARD CURB, SPECIAL	1328	SF	\$50.00	\$66,400.00	\$83.10	\$110,356.80
X	52200900	RETAINING WALL	107	LF	\$75.00	\$8,025.00	\$168.00	\$17,976.00
X	42300200	PCC DRIVEWAY PAVEMENT, 6"	281	SY	\$90.00	\$25,290.00	\$140.40	\$39,452.40
X	42300400	PCC DRIVEWAY PAVEMENT, 8"	30	SY	\$97.00	\$2,910.00	\$154.80	\$4,644.00
X	42400100	PCC SIDEWALK, 4"	78762	SF	\$8.95	\$704,919.90	\$12.60	\$992,401.20
X	42400300	PCC SIDEWALK, 6"	18142	SF	\$9.60	\$174,163.20	\$14.04	\$254,713.68
X	42400410	PCC SIDEWALK, 8"	719	SF	\$10.25	\$7,369.75	\$15.42	\$11,086.98
X	COB42401	PCC SIDEWALK RAMP, 6"	11564	SF	\$21.50	\$248,626.00	\$35.58	\$411,447.12

EVALUATION TABULATION

Invitation to Bid - FY24 General Sidewalk, Curb and Gutter Replacement Program

Page 2

EVALUATION TABULATION
 ITB No. Bid #2024-15
 FY24 General Sidewalk, Curb and Gutter Replacement Program

Bid #2024-15 FY24 General Sidewalk, Curb and Gutter Replacement Program				George Gildner Inc.		JG STEWART CONTRACTORS		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	44000600	SIDEWALK REMOVAL	110156	SF	\$2.65	\$291,913.40	\$3.84	\$422,999.04
X	42400800	DETECTABLE WARNINGS	1960	SF	\$27.00	\$52,920.00	\$43.38	\$85,024.80
X	BLIM00002	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	158	SF	\$6.00	\$948.00	\$9.12	\$1,440.96
X	BLIM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	4153	SF	\$3.00	\$12,459.00	\$4.80	\$19,934.40
X	COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$30,000.00	\$30,000.00	\$54,000.00	\$54,000.00
X	620	EXTRA WORK	1	LS	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Total						\$2,383,347.05		\$3,426,117.50



REGULAR AGENDA ITEM NO. 8.D.

FOR COUNCIL: October 9, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest, for Phase I of the Fiscal Year 2024 General Resurfacing Program (Bid #2024-14), in the Amount of \$4,039,820.24, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

Objective 5a. Well-planned City with necessary services and infrastructure

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: If approved, the City will enter into an agreement with Rowe Construction - A Division of United Contractors Midwest, for Phase I of the Fiscal Year ("FY") 2024 General Resurfacing Program. The agreement is designed to provide for street resurfacing throughout the City. Subsequent bids for other portions of the FY 2024 General Resurfacing Program will be released at a later date. The project was advertised by the City to solicit competitive bids. Bids were received until 10:15 a.m. on Wednesday, September 27, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. Rowe Construction was the only responsible bidder that submitted a bid on September 27th. A full bid tabulation is attached. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

Public Works has staff that performs minor maintenance to streets and alleys, including pothole repair and minor patches. Major street and alley work are handled by contractors working for the City. Each year, the City hires contractors to resurface streets and alleys. Resurfacing a street may include milling off the existing surface, spot repairs, and adjusting manholes and other utilities in the street. Many streets will receive two layers of new hot mix asphalt. Typically, this will include a binder layer and a surface layer. A map of streets for this year's work is attached.

Information about the City of Bloomington streets is maintained in a Geographic Information System ("GIS") by the Engineering Division of the Department of Operations & Engineering Services. The condition rating, along with other information, is used to help determine which streets will be resurfaced each year. In addition, www.bloomingtonstreets.com

includes information about street and sidewalk maintenance, including a complete list and map of planned resurfacing projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

Following a review of the FY 2024 General Resurfacing Program, staff recommend the allocation shown in the capital project summary as the best use of available funding. The budgeted amount is shown for reference only.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on September 14, 2023.

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest, for Phase I of the Fiscal Year 2024 General Resurfacing Program (Bid #2024-14), in the amount of \$4,039,820.24. This will be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530). Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 82, 83, 228, 276, 277 and 278.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs); and Goal TAQ-1 (A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management), and Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network)

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

ATTACHMENTS:

[DOES 5B Ordinance](#)

[DOES 5C Agreement](#)

[DOES 5D Resurfacing Map](#)

[DOES 5E Capital Project Summary](#)

[DOES 5F Bid Tab](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH ROWE CONSTRUCTION - A DIVISION OF UNITED CONTRACTORS MIDWEST, FOR PHASE I OF THE FISCAL YEAR 2024 GENERAL RESURFACING PROGRAM (BID #2024-14), IN THE AMOUNT OF \$4,039,820.24

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with Rowe Construction - A Division of United Contractors Midwest, be approved for Phase I of the FY 2024 General Resurfacing Program ("Project"), in the amount of \$4,039,820.24; and

WHEREAS, the Project consists of work necessary for the removal of existing pavement surfaces and the placement of asphalt overlay at various locations as shown on the plans, work that includes adjustments, removals and installation of storm sewers, inlets, manholes, water valves, corporation stops, curb and gutter, and other appurtenances as required, and a contingency line item; and

WHEREAS, the City Council finds it in the best interest of the City to approve the contract.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. The Agreement is approved and the City Manager, or his designee, are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 9th day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

October 5, 2023

City of Bloomington
115 E. Washington St., Suite 400
Bloomington, IL 61701

RE: FY 2024 General Resurfacing – Phase 1 (Bid #2024-14)

Returned, herewith, for further processing are one (1) each of executed CONTRACT, CONTRACT PERFORMANCE AND PAY BOND with Power of Attorney documents and one (1) Certificate of Insurance.

Very truly yours,

**ROWE CONSTRUCTION,
A DIVISION OF UNITED CONTRACTORS MIDWEST, INC.**

Rodney Boester

Enclosures

CITY OF BLOOMINGTON AGREEMENT WITH
Rowe Construction, A Division of United Contractors Midwest, Inc.

FOR
Phase I FY 2024 General Resurfacing Program

THIS AGREEMENT, dated this ____ day of ____ October ____, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Rowe Construction, A Division of United Contractors Midwest, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

☐

This Agreement was not subject to a formal solicitation process by the CITY.

☒

This Agreement was subject to the following procurement initiative by the CITY:

Fiscal Year 2024 General Resurfacing - Phase 1 (Bid #2024-14) (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

☐

This Agreement does not require the furnishment of any bonds by the VENDOR.

☒

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

☒

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA

in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Rowe Construction
Attn: Al Ruhrup
1523 N. Cottage Ave
Bloomington, IL 61701
al.ruhtrup@ucm.biz

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

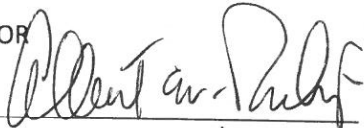
IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR
By: 
Its Vice President

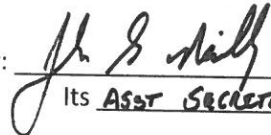
By: 
Its Asst Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

The Proposal for Fiscal Year 2024 General Resurfacing - Phase 1 (Bid Number 2024-14).

Generally, this work consists of the removal of existing pavement surfaces and the placement of asphalt overlay at various locations as shown on the plans. Incidental work includes adjustments, removals and installation of storm sewers, inlets, manholes, water valves, corporation stops, curb and gutter, and other appurtenances as required.

**EXHIBIT B
COSTS/FEES**

Rowe Construction, a Division of UCM Bid #2024-14 FY24 General Resurfacing – Phase I

Line Item	Description	Custom1	Quantity	Unit of Measure	Unit Cost	Total
1	MANHOLE TO BE ADJUSTED, SPECIAL	COB60200	76	EA	\$1,974.51	\$150,062.76
2	VALVE BOX TO BE ADJUSTED, SPECIAL	COB60207	74	EA	\$1,012.28	\$74,908.72
3	INLET TO BE ADJUSTED, SPECIAL	COB60202	12	EA	\$2,022.28	\$24,267.36
4	INLET TO BE RECONSTRUCTED, SPECIAL	COB60203	5	EA	\$3,616.91	\$18,084.55
5	NEW FRAME & GRATE, TYPE 3	COB60205	4	EA	\$1,100.37	\$4,401.48
6	DRIVEWAY PAVEMENT REMOVAL	44000200	36	SF	\$18.28	\$658.08
7	PAVEMENT PATCHING, TYPE I, 8 INCH	44200086	50	SY	\$232.24	\$11,612.00
8	PAVEMENT PATCHING, TYPE II, 8 INCH	44200089	125	SY	\$229.77	\$28,721.25
9	PAVEMENT PATCHING, TYPE III, 8 INCH	44200099	200	SY	\$207.39	\$41,478.00
10	PAVEMENT PATCHING, TYPE IV, 8 INCH	44200101	250	SY	\$193.19	\$48,297.50
11	PAVEMENT PATCHING, 6", SPECIAL	COB44206	200	SY	\$106.35	\$21,270.00
12	STORM SEWER, SPECIAL	COB60211	20	FT	\$127.37	\$2,547.40
13	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	COB60601	1,193	FT	\$43.53	\$51,931.29
14	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	COB60602	1,193	FT	\$55.00	\$65,615.00
15	COMB CURB & GUTTER, REMOVAL (WHOLE BLOCK), SPECIAL	COB60603	1,131	FT	\$33.12	\$37,458.72
16	COMB CONC CURB & GUTTER, TYPE B-6.18 (WHOLE BLOCK), SPECIAL	COB60604	1,131	FT	\$45.00	\$50,895.00
17	PCC DRIVEWAY PAVEMENT, 6"	42300200	48	SY	\$83.31	\$3,998.88
18	PCC SIDEWALK, 6"	42400300	635	SF	\$13.68	\$8,686.80
19	DETECTABLE WARNINGS	42400800	20	SF	\$40.48	\$809.60
20	PCC SIDEWALK RAMP, 6"	COB42401	117	SF	\$21.44	\$2,508.48
21	SIDEWALK REMOVAL	44000600	1,125	SF	\$6.79	\$7,638.75
22	CHANGEABLE MESSAGE SIGN	X7015005	44	CAL DAY	\$184.35	\$8,111.40
23	LONGITUDINAL JOINT SEALANT	Z00033700	26,790	FT	\$4.54	\$121,626.60

Line Item	Description	Custom1	Quantity	Unit of Measure	Unit Cost	Total
24	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	40600295	63,190	LB	\$2.75	\$173,772.50
25	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	40602978	2,090	TON	\$145.00	\$303,050.00
26	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	40603310	2,865	TON	\$145.00	\$415,425.00
27	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80	40603153	5,245	TON	\$180.00	\$944,100.00
28	SAND MIX, N50, IL-4.75	COB40600	995	TON	\$195.00	\$194,025.00
29	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	40600982	969	SY	\$14.72	\$14,263.68
30	HOT-MIX ASPHALT SURFACE REMOVAL 1 1/2"	44000155	60,355	SY	\$5.75	\$347,041.25
31	HOT-MIX ASPHALT SURFACE REMOVAL 3"	44000161	35,385	SY	\$7.25	\$256,541.25
32	AGGREGATE BASE COURSE, TYPE B	35101400	325	TON	\$73.04	\$23,738.00
33	TEMPORARY RAMP	40600990	1,792	FT	\$23.15	\$41,484.80
34	AGGREGATE WEDGE SHOULDER, TYPE B	48102100	200	TON	\$47.78	\$9,556.00
35	SHOULDER RUMBLE STRIPS, 8 INCH	64200108	3,950	FOOT	\$1.85	\$7,307.50
36	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	78000400	27,313	FT	\$1.20	\$32,775.60
37	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	78000600	560	FT	\$2.40	\$1,344.00
38	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	78000650	487	FT	\$4.73	\$2,303.51
39	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	78001100	1,028	SF	\$4.46	\$4,584.88
40	SHORT TERM PAVEMENT MARKING, 4 INCH	70300100	5,259	FT	\$0.93	\$4,890.87
41	SHORT TERM PAVEMENT MARKING REMOVAL	70300150	3,134	FT	\$1.62	\$5,077.08
42	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	BLM00003	1,784	SF	\$40.00	\$71,360.00
43	TRAFFIC CONTROL AND PROTECTION, COMPLETE	COB70100	1	LS	\$200,000.00	\$200,000.00
44	PAVEMENT REMOVAL	44000100	30	SY	\$52.99	\$1,589.70
SUBTOTAL						\$3,839,820.24

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Extra Work	1	LS	\$200,000.00	\$200,000.00
SUBTOTAL					\$200,000.00

Total \$4,039,820.24

PERFORMANCE BOND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 107852170

CONTRACTOR:

(Name, legal status and address)

Rowe Construction Co. a Division of United Contractors
Midwest, Inc. 1523 Cottage Ave, Bloomington IL

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America, 940
Westport Plaza, St Louis MO

OWNER:

(Name, legal status and address)

City of Bloomington, 115 E. Washington St, Bloomington IL

CONSTRUCTION CONTRACT

Date: Oct 3, 2023

Amount: \$ 4,039,820.24

Description:

(Name and location)

City of Bloomington FY 2024 General Resurfacing Phase 1 (Bid #2024-14)

BOND

Date: Oct 3, 2023

(Not earlier than Construction Contract Date)

Amount: \$4,039,820.24

Modifications to this Bond: ☒ xx None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: Rowe Construction Co. a Division of
United Contractors Midwest, Inc.
(Corporate Seal)

Signature:

Name and Title: Albert W. Ruhrup, Vice President

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: Travelers Casualty and Surety Company of
America (Corporate Seal)

Signature:

Name and Title: Marlene J. Shepherd, Attorney in Fact

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Snyder & Snyder Agency, Inc, 1 Brickyard Dr,
Bloomington IL

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform

its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

PAYMENT BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

Bond No.: 107852170

CONTRACTOR:

(Name, legal status and address)

Rowe Construction Co. a Division of United Contractors
Midwest, Inc. 1523 Cottage Ave, Bloomington IL

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America, 940
Westport Plaza, St Louis MO

OWNER:

(Name, legal status and address)

City of Bloomington, 115 E. Washington St, Bloomington IL

CONSTRUCTION CONTRACT

Date: Oct 3, 2023

Amount: \$4,039,820.24

Description:

(Name and location)

City of Bloomington FY 2024 General Resurfacing Phase 1 (Bid #2024-14)

BOND

Date: Oct 3, 2023

(Not earlier than Construction Contract Date)

Amount: \$4,039,820.24

Modifications to this Bond: ☒ xx None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: Rowe Construction Co. a Division of
United Contractors Midwest, Inc.
(Corporate Seal)

Signature:

Name and Title: Albert W. Ruhrop, Vice President

Title:

SURETY

Company: Travelers Casualty and Surety Company of
America (Corporate Seal)

Signature:

Name and Title: Marlene J. Shepherd, Attorney in Fact

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Snyder & Snyder Agency, Inc, 1 Brickyard Dr,
Bloomington IL

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

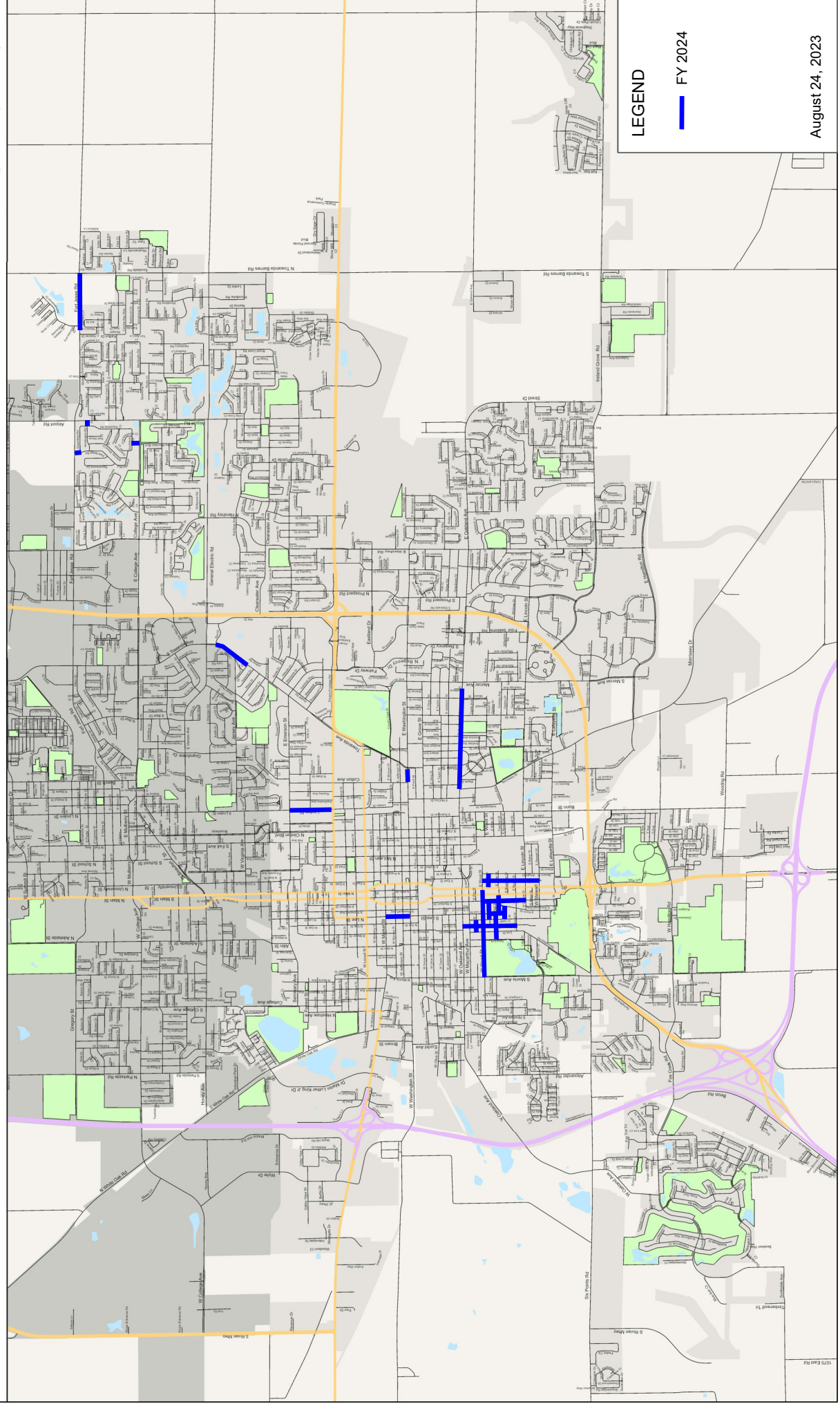
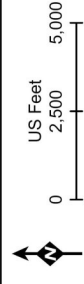
Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

FY2024
GENERAL RESURFACING PHASE I MAP



LEGEND

 FY 2024

August 24, 2023

Streets Capital Improvement (Asphalt & Concrete) Fund Capital Project Summary

<u>Program</u>	<u>Budget</u>	<u>Bid Award</u> As of 9/27/23	<u>Final Expenditure</u> As of 9/27/23	<u>Unencumbered</u> As of 9/27/23
Multi-Year Street and Alley Resurface Program (40120200-72530)				
General Resurfacing - Phase I (Bid 2024-14)	\$ 4,790,000.00	4,039,820.24	-	750,179.76
General Resurfacing - Phase II	\$ 1,700,000.00	-	-	1,700,000.00
Pavement Preservation: Chip Seal	\$ 130,000.00	141,466.73	126,670.27	3,329.73
Pavement Preservation: Rejuvenator	\$ 130,000.00	91,018.90	-	38,981.10
Pavement Preservation: High-Pressure Slurry Seal	\$ 650,000.00	612,148.80	570,990.70	79,009.30
Street, Alley & Sidewalk Maintenance (Bid 2023-28)	\$ 300,000.00	300,000.00	-	-
Subtotal =	\$ 7,700,000.00	\$ 5,184,454.67	\$ 697,660.97	\$ 2,571,499.89
Multi-Year Sidewalk and Ramp Replacement Program (40120200-72560)				
Sidewalk and Curb Ramp Replacement Program - Phase I (Bid 2024-15) (2)	\$ 2,000,000.00	2,383,347.05	-	(383,347.05)
Sidewalk and Curb Ramp Replacement Program - Phase II	\$ 300,000.00	-	-	300,000.00
Subtotal =	\$ 2,300,000.00	\$ 2,383,347.05	\$ -	(83,347.05)
Total =	\$ 10,000,000.00	\$ 7,567,801.72	\$ 697,660.97	\$ 2,488,152.84

(1) The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund.
(2) A budget transfer of \$383,347.05 from 40120200-72530 will be made to provide additional funding for this award.



ITB No. Bid #2024-14

RESPONSE DEADLINE: September 27, 2023 at 10:15 am

Report Generated: Wednesday, September 27, 2023

Vendor	Total
Rowe Construction, a Div of UCM, Inc.	\$4,039,820.24

Base Bid, For complete information covering these items, see specifications. Column labeled Custom1 are the codes.

Fiscal Year 2024 General Resurfacing - Phase 1				Rowe Construction, a Div of UCM, Inc.			
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Custom1
X	1	MANHOLE TO BE ADJUSTED, SPECIAL	76	EA	\$1,974.51	\$150,062.76	COB60200
X	2	VALVE BOX TO BE ADJUSTED, SPECIAL	74	EA	\$1,012.28	\$74,908.72	COB60207
X	3	INLET TO BE ADJUSTED, SPECIAL	12	EA	\$2,022.28	\$24,267.36	COB60202
X	4	INLET TO BE RECONSTRUCTED, SPECIAL	5	EA	\$3,616.91	\$18,084.55	COB60203
X	5	NEW FRAME & GRATE, TYPE 3	4	EA	\$1,100.37	\$4,401.48	COB60205
X	6	DRIVEWAY PAVEMENT REMOVAL	36	SF	\$18.28	\$658.08	44000200
X	7	PAVEMENT PATCHING, TYPE I, 8 INCH	50	SY	\$232.24	\$11,612.00	44200086

EVALUATION TABULATION

ITB No. Bid #2024-14

Fiscal Year 2024 General Resurfacing - Phase 1

Fiscal Year 2024 General Resurfacing - Phase 1							Rowe Construction, a Div of UCM, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Custom1		
X	8	PAVEMENT PATCHING, TYPE II, 8 INCH	125	SY	\$229.77	\$28,721.25	44200089		
X	9	PAVEMENT PATCHING, TYPE III, 8 INCH	200	SY	\$207.39	\$41,478.00	44200099		
X	10	PAVEMENT PATCHING, TYPE IV, 8 INCH	250	SY	\$193.19	\$48,297.50	44200101		
X	11	PAVEMENT PATCHING, 6", SPECIAL	200	SY	\$106.35	\$21,270.00	COB44206		
X	12	STORM SEWER, SPECIAL	20	FT	\$127.37	\$2,547.40	COB60211		
X	13	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	1193	FT	\$43.53	\$51,931.29	COB60601		
X	14	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	1193	FT	\$55.00	\$65,615.00	COB60602		
X	15	COMB CURB & GUTTER, REMOVAL (WHOLE BLOCK), SPECIAL	1131	FT	\$33.12	\$37,458.72	COB60603		
X	16	COMB CONC CURB & GUTTER, TYPE B-6.18 (WHOLE BLOCK), SPECIAL	1131	FT	\$45.00	\$50,895.00	COB60604		
X	17	PCC DRIVEWAY PAVEMENT, 6"	48	SY	\$83.31	\$3,998.88	42300200		
X	18	PCC SIDEWALK, 6"	635	SF	\$13.68	\$8,686.80	42400300		
X	19	DETECTABLE WARNINGS	20	SF	\$40.48	\$809.60	42400800		
X	20	PCC SIDEWALK RAMP, 6"	117	SF	\$21.44	\$2,508.48	COB42401		
X	21	SIDEWALK REMOVAL	1125	SF	\$6.79	\$7,638.75	44000600		
X	22	CHANGEABLE MESSAGE SIGN	44	CAL DAY	\$184.35	\$8,111.40	X7015005		
X	23	LONGITUDINAL JOINT SEALANT	26790	FT	\$4.54	\$121,626.60	Z00033700		

EVALUATION TABULATION

Invitation to Bid - Fiscal Year 2024 General Resurfacing - Phase 1

Page 2

EVALUATION TABULATION

ITB No. Bid #2024-14

Fiscal Year 2024 General Resurfacing - Phase 1

Fiscal Year 2024 General Resurfacing - Phase 1						Rowe Construction, a Div of UCM, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Custom1	
X	24	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	63190	LB	\$2.75	\$173,772.50	40600295	
X	25	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	2090	TON	\$145.00	\$303,050.00	40602978	
X	26	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	2865	TON	\$145.00	\$415,425.00	40603310	
X	27	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80	5245	TON	\$180.00	\$944,100.00	40603153	
X	28	SAND MIX, N50, IL-4.75	995	TON	\$195.00	\$194,025.00	COB40600	
X	29	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	969	SY	\$14.72	\$14,263.68	40600982	
X	30	HOT-MIX ASPHALT SURFACE REMOVAL 1 1/2"	60355	SY	\$5.75	\$347,041.25	44000155	
X	31	HOT-MIX ASPHALT SURFACE REMOVAL 3"	35385	SY	\$7.25	\$256,541.25	44000161	
X	32	AGGREGATE BASE COURSE, TYPE B	325	TON	\$73.04	\$23,738.00	35101400	
X	33	TEMPORARY RAMP	1792	FT	\$23.15	\$41,484.80	40600990	
X	34	AGGREGATE WEDGE SHOULDER, TYPE B	200	TON	\$47.78	\$9,556.00	48102100	
X	35	SHOULDER RUMBLE STRIPS, 8 INCH	3950	FOOT	\$1.85	\$7,307.50	64200108	
X	36	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	27313	FT	\$1.20	\$32,775.60	78000400	
X	37	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	560	FT	\$2.40	\$1,344.00	78000600	
X	38	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	487	FT	\$4.73	\$2,303.51	78000650	

EVALUATION TABULATION

Invitation to Bid - Fiscal Year 2024 General Resurfacing - Phase 1

Page 3

EVALUATION TABULATION

ITB No. Bid #2024-14

Fiscal Year 2024 General Resurfacing - Phase 1

Fiscal Year 2024 General Resurfacing - Phase 1						Rowe Construction, a Div of UCM, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Custom1	
X	39	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	1028	SF	\$4.46	\$4,584.88	78001100	
X	40	SHORT TERM PAVEMENT MARKING, 4 INCH	5259	FT	\$0.93	\$4,890.87	70300100	
X	41	SHORT TERM PAVEMENT MARKING REMOVAL	3134	FT	\$1.62	\$5,077.08	70300150	
X	42	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	1784	SF	\$40.00	\$71,360.00	BLM00003	
X	43	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$200,000.00	\$200,000.00	COB70100	
X	44	PAVEMENT REMOVAL	30	SY	\$52.99	\$1,589.70	44000100	
Total						\$3,839,820.24		

FISCAL YEAR 2024 GENERAL RESURFACING - PHASE 1

Extra Work Line Item

Fiscal Year 2024 General Resurfacing - Phase 1						Rowe Construction, a Div of UCM, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	1	Extra Work	1	LS	\$200,000.00	\$200,000.00		
Total						\$200,000.00		