

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
AUGUST 26, 2024



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 - Jeff Jurgens

Deputy City Manager - Billy Tyus

Deputy City Manager - Sue McLaughlin

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
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, AUGUST 26, 2024, 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 July 22, 2024, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action on Approving Bills and Payroll in the Amount of \$11,245,878.29, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on Approving Reappointment to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments & Reappointments be approved.)*
- D. Consideration and Action on the Purchase of New Two-Way Radios for Grossinger Motors Arena, in the Amount of \$68,278.18, as requested by the Arts & Entertainment Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and Action to Approve a Contract with PepsiCo for Citywide Non-Alcoholic Beverage Supply and Sponsorship, as requested by the Legal Department. *(Recommended Motion: The proposed Contract be approved.)*

- F. Consideration and Action on a Resolution Rejecting the Sole Bid Received for Bid #2025-26; and Authorizing Waiving the Technical Bidding Requirements and Authorizing City Staff to Negotiate an Agreement with P.J. Hoerr, Inc. for Police Department Security Improvements, as requested by the Department of Operations & Engineering Services and the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*
- G. Consideration and Action on an Ordinance Approving an Easement Agreement with Nicor Gas Company, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*
- H. Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for the Fiscal Year 2025 General Sidewalk, Curb and Gutter Replacement Program (Bid #2025-08), in the Amount of \$904,622.85, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*
- I. Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for the Fiscal Year 2025 Concrete Subdivision Program (Bid #2025-09), in the Amount of \$1,114,879.00, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and Action on an Ordinance Approving the Final Plat of R.M. Campbell's Subdivision 2nd Addition, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and Action on an Ordinance Approving a Public Hearing Site Plan to Allow a Child Day-Care Center in the B-2 (Local Commercial) District, for the Property Located at 1609 Hershey Road (PIN: 14-36-126-027), as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and Action on an Ordinance Amending the Bloomington City Code Chapters 6 (Alcoholic Beverages) and 7 (Amusements) Pertaining to Licenses Administered by the City Clerk, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and Action on an Ordinance Amending the Bloomington City Code Chapter 12 Pertaining to Emergency Management, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

8. Regular Agenda

- A. Consideration and Action on a Resolution Approving Authority to Provide Reimbursement to Connect Transit for Architectural and Engineering Services for the Proposed Downtown Transfer Station and Parking Garage in an Amount Not to Exceed \$452,178 For Fiscal Year (FY) 2025, as requested by the Administration Department. *(Recommended Motion: The proposed Resolution be approved.)*
(Presentation by Jeff Jurgens, City Manager, and Billy Tyus, Sr. Deputy City Manager, 10 minutes; and City Council Discussion, 10 minutes.)

9. Finance Director's Report

<https://www.cityblm.org/government/advanced-components/documents/-folder-145>

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. 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: August 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the July 22, 2024, 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, 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, minutes are available for public inspection and posted to the City's website within 10 days after 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: Leslie Yocum, City Clerk

ATTACHMENTS:

[CLK 1B Minutes](#)



**MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY JULY 22, 2024, 6:00 P.M.**

The City Council convened in regular session in the Government Center Boardroom 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	Remote
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Council Member Boelen made a motion, seconded by Council Member Montney, to allow Council Member Ward to attend the meeting remotely due to illness.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Ward joined remotely at 6:02 P.M.

Recognition/Appointments

Item 5.A. Proclamation for Arts & Health Day on July 27, 2024, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Cultural Commission Members Faisal Rashid, Perter Pontius, Angelique Racki, Shweta Shukla, and Crystal Bricker accepted the Proclamation. Commission Member Racki gave a brief overview of the Proclamation and thanked Council. Mayor Mwilambwe thanked the Commission for their work and expressed his excitement for the event next year.

Item 5.B. Presentation and Recognition of the 2024 Youth Enrichment Program (YEP) Participants, as requested by the Human Resources Department.

Nicole Albertson, Human Resources (HR) Director, gave a brief introduction and overview of the 2024 Youth Enrichment Program (YEP) and its benefits. She recognized Jenny Smith, Recruiter; Shaun Harden, HR Mentee; and several other mentors for their contributions.

The YEP mentees gave presentations on their experiences in the Program.

Director Albertson expressed her appreciation to City Manager Jurgens and the youth for their involvement.

Mayor Mwilambwe asked about the recruitment process and Director Albertson responded accordingly. He then expressed his thanks and appreciation to the involved departments, as well as the mentees for their hard work.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Bobby Vericella and Robbie Osenga emailed public comment. Tim Tilton, Jamie Mathy, Mike Rakes, Surena Fish, Jason Francis, and Patrick Hoban spoke in person.

Public Hearings

Item 7A. Public Hearing for the Program Year 2023 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Economic & Community Development Department.

Mayor Mwilambwe opened the Public Hearing at 6:47 P.M.

Melissa Hon, Economic & Community Development Director, presented on the Consolidated Annual Performance Evaluation Report (CAPER). The CAPER provided a snapshot of the City's performance achieving goals established in the current Consolidated Plan (2020-2024), which was the fourth year of the Consolidated Plan. She stated that the total spending in Program Year 2023 (May 1, 2023-April 30, 2024) was \$714,527.85. She shared they were able to perform rehabilitation of eight owner-occupied units, one accessibility ramp installation for an owner-occupied unit, one water-sewer service for an new affordable housing unit, one demolition of an abandoned and deteriorated residential housing unit, six public service projects, one public facility improvement project, Section 3 job training, one fair housing program project, and one community planning project. She stated that \$343,739.89 (48.11%) was spent on housing rehabilitation activities; \$20,811.15 (2.91%) was spent on demolition activities; \$67,586.82 (9.46%) was spent on public services; \$207,388.09 (29.02%) was spent on public facility and infrastructure activities; \$53,425.89 (7.48%) was spent on fair housing, community planning, and Section 3 activities; \$21,576.01 (3.02%) was spent on administration of the Community Development Block Grant (CDBG) and \$450,253.25 (63.01%) of the total activity funding was spent related to housing. She also shared the public comment information for the CAPER, which would remain open until July 25, 2024.

Mayor Mwilambwe opened the floor for public testimony. No one came forward.

Mayor Mwilambwe closed the Public Hearing at 6:52 P.M.

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 Ward, to approve the Consent Agenda.

Item 8.A. Consideration and Action to Approve the Minutes of the June 24, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,656,268.09, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action to Approve the Purchase of Shared Server Storage Arrays from Pure Storage Hardware and Three Years of Support through SHI International Corp., in the Amount of \$175,363.48, as requested by the Information Technology Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.D. Consideration and Action to Approve an Agreement with the Farnsworth Group, Inc., for the Engineering Design Services Associated with the Illinois Department of Transportation, US 51 Rehabilitation and Watermain Replacement Project, in an Amount Not to Exceed \$337,300, as requested by the Water Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.E. Consideration and Action on Approving a Three-Year Agreement with Info-Tech Research Group for Information Technology Research and Advisory Services Renewal, in the Amount of \$60,009.19, as requested by the Information Technology Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.F. Consideration and Action on a Resolution Authorizing the City of Bloomington's Participation in Certain Settlement Agreement Programs Arising from the National Opioid Crisis Class Action Lawsuit, as requested by the Legal Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 039

A RESOLUTION AUTHORIZING THE CITY OF BLOOMINGTON'S PARTICIPATION IN CERTAIN SETTLEMENT AGREEMENT PROGRAMS ARISING FROM THE NATIONAL OPIOID CRISIS CLASS ACTION LAWSUITS

Item 8.G. Consideration and Action on an Ordinance Authorizing a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest for the Fiscal Year 2025 General Resurfacing Program, in the Amount of \$6,841,961.14, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 048

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH ROWE CONSTRUCTION - A DIVISION OF UNITED CONTRACTORS MIDWEST FOR THE FISCAL YEAR 2025 GENERAL RESURFACING PROGRAM, IN THE AMOUNT OF \$6,841,961.14

Item 8.H. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1B (Single-Family Residence) District to P-2 (Public Lands & Institutions) District for the Property at Prairie Vista Golf Course Legally Described as the North 200 Feet of the West 200 Feet of Lot 30 in the Subdivision of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, IL (Part of PIN: 21-17-428-004), as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 049

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM R-1B (SINGLE-FAMILY RESIDENCE) DISTRICT TO P-2 (PUBLIC LANDS & INSTITUTIONS) DISTRICT

FOR THE PROPERTY AT PRAIRIE VISTA GOLF COURSE LEGALLY DESCRIBED AS THE NORTH 200 FEET OF THE WEST 200 FEET OF LOT 30 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, IL (PART OF PIN: 21-17-428-004)

Item 8.I. Consideration and Action on an Ordinance Authorizing a Construction Agreement with LS Mechanical, for Boiler Replacements at Fire Stations 1 and 2 (Bid #2025-05), in the Amount of \$114,681, as requested by the Department of Operations & Engineering Services and the Fire Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 050

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH LS MECHANICAL, FOR BOILER REPLACEMENTS AT FIRE STATIONS 1 AND 2 (BID #2025-05), IN THE AMOUNT OF \$114,681

Item 8.J. Consideration and Action on an Ordinance Authorizing Boundary Modifications to the Area Known as the Bloomington-Normal Enterprise Zone Amendment 4 - Rivian Expansion, as requested by the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 051

AN ORDINANCE AUTHORIZING BOUNDARY MODIFICATIONS TO THE AREA KNOWN AS THE BLOOMINGTON-NORMAL ENTERPRISE ZONE AMENDMENT 4 - RIVIAN EXPANSION

Item 8.K. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 17 Regarding Composition of the Bloomington Fire Department, as requested by the Fire Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 052

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 17 REGARDING COMPOSITION OF THE BLOOMINGTON FIRE DEPARTMENT

Item 8.L. Consideration and Action on an Ordinance Approving Amendments to Amended and Restated Lease Agreement Setting Lease Payment Amounts for 2023 and 2024, as requested by the Legal Department and the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 053

AN ORDINANCE APPROVING AMENDMENTS TO AMENDED AND RESTATED LEASE AGREEMENT SETTING LEASE PAYMENT AMOUNTS FOR 2023 AND 2024

Item 8.M. Consideration and Action on an Application from R.J. Just, Inc., d/b/a Rob Dobs Restaurant & Bar, located at 801 N. Hershey Rd., Requesting Approval of a Redefinition of Premise for their Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 8.N. Consideration and Action on an Application from Dublin Bay, LLC, d/b/a Killarney's Irish Pub, located at 523 N. Main St., Requesting Approval of a Change in Ownership

and a Reduction in Classification from a Class TAPS (Tavern, All Types of Liquor, Package, and Sunday Sales) to a Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following Item was presented:

Item 9.A. Consideration and Action on an Intergovernmental Agreement Concerning the Proposed Downtown TIF (Tax Increment Financing) Redevelopment Project Area, as requested by the Economic & Community Development Department.

The Mayor commented on the need for improvement to the Downtown area and thanked staff for their work involving the TIF. City Manager Jeff Jurgens provided a brief overview of the presentation and asked Director Hon to present.

Director Hon gave a brief introduction of the Intergovernmental Agreement (IGA) and briefly acknowledged concerns addressed regarding District 87 and additional students being added to the District, as well as the current redevelopment agreement involving the property at 201 E. Front Street.

Megan Lamb, TIF attorney for the City, discussed the IGA. She stated that the property at 201 E. Front Street had been removed, and mentioned that the Joint Review Board would reconvene during the eleventh year to reevaluate the performance of the TIF District and potential modifications. She outlined limitations and regulations regarding the TIF.

Council Member Montney made a motion, seconded by Council Member Hendricks, 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.

Item 9.B. Consideration and Action on an Ordinance Terminating the Downtown - Southwest TIF District, as requested by the Economic & Community Development Department.

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, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

ORDINANCE NO. 2024 - 054

AN ORDINANCE TERMINATING THE DOWNTOWN - SOUTHWEST TIF DISTRICT

Item 9.C. Consideration and Action on an Ordinance Approving the Downtown TIF Redevelopment Project Area Plan and Project, as requested by the Economic & Community Development Department.

Council Member Hendricks made a motion, seconded by Council Member Danenberger, 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. 2024 - 055

AN ORDINANCE APPROVING THE DOWNTOWN TIF REDEVELOPMENT PROJECT AREA PLAN AND PROJECT

Item 9.D. Consideration and Action on an Ordinance Designating the Proposed Downtown TIF Redevelopment Project Area, a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act, as requested by the Economic & Community Development Department.

Director Hon gave a brief introduction and again addressed District 87's concerns, as well as the current redevelopment agreement involving the property at 201 E. Front Street.

Council Member Boelen asked for clarification on the boundaries of the TIF, included properties, and selection criteria for the citizen review board. Director Hon stated that vacant properties were targeted and then attorney Lamb explained requirements of the TIF Act regarding the selection of citizens for the review board.

ORDINANCE NO. 2024 - 056

AN ORDINANCE DESIGNATING THE PROPOSED DOWNTOWN TIF REDEVELOPMENT PROJECT AREA, A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

Item 9.E. Consideration and Action on an Ordinance Adopting Tax Increment Allocation Financing for the Downtown Redevelopment Project Area, as requested by the Economic & Community Development Department.

Council Member Boelen made a motion, seconded by Council Member Kearns, 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. 2024 - 057

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE DOWNTOWN REDEVELOPMENT PROJECT AREA

Item 9.F. Consideration and Action on an Ordinance Amending Chapter 16 of the City Code Regarding Public Works Contracts and Project Labor Agreements, as requested by the Administration Department.

City Manager Jurgens noted that updates were made to the language of the Ordinance following Council Member Boelen's suggestions at the previous meeting.

Council Member Boelen expressed her appreciation to City Manager Jurgens for the amendments. She expressed her thoughts on the importance of the apprenticeship program.

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, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

ORDINANCE NO. 2024 - 058

AN ORDINANCE AMENDING CHAPTER 16 OF THE CITY CODE REGARDING PUBLIC WORKS CONTRACTS AND PROJECT LABOR AGREEMENTS

Item 9.G. Consideration and Action on a Resolution Setting Housing Priorities Related to the Affordability of the Current Housing Stock in the City of Bloomington, as requested by the Administration Department.

City Manager Jurgens provided data on the prominence of housing issues throughout the United States and stressed the importance of addressing it locally. He presented the proposed Resolution to set priorities to address housing issues and shared his findings from other communities: prioritizing standardized housing incentives, housing rehabilitation programs, intergovernmental collaboration, and zoning code and subdivision code review.

Council Member Montney inquired about the order of the priorities. She believed that the Resolution would be a great opportunity to make a visible difference in the community.

Council Member Crumpler requested more information regarding a timeline.

Council Member Ward expressed interest in housing rehabilitation program and highlighted the importance of marketing the resources available to the community.

Council Member Lee asked for information on outside organizations available to assist.

City Manager Jurgens addressed the questions and concerns. He clarified the timeline expectations and stated that the intent would be to implement the priorities simultaneously with assistance from internal and external organizations.

Council Member Boelen made a motion, seconded by Council Member Hendricks, 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. 2024 - 040

A RESOLUTION SETTING HOUSING PRIORITIES RELATED TO THE AFFORDABILITY OF THE CURRENT HOUSING STOCK IN THE CITY OF BLOOMINGTON

Finance Director's Report

Scott Rathbun, Finance Director, presented the Fiscal Year ("FY") Financial Summary as of April 2024. He highlighted revenues, compared last year's figures, and discussed year-to-date figures and encumbrances. He noted changes made to a few line items for FY2025 and briefly discussed FY2024 major tax revenues, General Fund Revenues and Expenditures, and Enterprise Funds. He then highlighted FY2025 tax revenues and summarized that an excess \$10,000,000 in General Funds revenues from FY2024 had been budgeted in FY2025. He noted possible concerns with instability caused by elections, interest rates lowering in December, and the repeal of grocery tax in 2026. He concluded by noting where to locate City budget materials.

Council Member Montney expressed thanks to staff and everyone who worked on the Solid Waste Fund. She requested seeing reports of unused ARPA (American Rescue Plan Act) funds in the future.

City Manager's Discussion

City Manager Jurgens expressed appreciation to Senior Deputy Manager Billy Tyus, Directors Hon and Rathbun, and all staff involved in the efforts. He provided updates on the coalition working to address homelessness. He expressed thanks to the Parks & Recreation and Public Works departments for their work along the Constitution Trail and efforts to clean up the storm damage. He ended by highlighting recent events Downtown over the weekend.

Mayor's Discussion

Mayor Mwilambwe echoed the City Manager's appreciation to staff, and the coalition addressing homelessness. He then reminded the community of the upcoming ribbon cutting ceremony for the Bloomington Public Library.

Council Member's Discussion

Council Member Boelen announced that the Behavioral Health Coordinating Council had developed an action plan to focus resources on increasing shelter for the homeless.

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 7:49 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$11,245,878.29, 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 \$11,245,878.29 (Payroll total \$3,595,264.74, Accounts Payable total \$7,616,946.40, and Bank Transfers total \$33,667.15).

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: Stacey Moews,

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
8/9/2024	\$ 2,881,732.85	\$ 623,214.81	\$ 3,504,947.66
			\$ -

Off Cycle Adjustments	\$ 90,333.43	\$ (16.35)	\$ 90,317.08
	PAYROLL TOTAL	\$	3,595,264.74

ACCOUNTS PAYABLE (WIRES)

PCARDS

Date	Bank	Total
8/26/2024	AP General	\$ 7,431,111.74
8/26/2024	AP JMScott	\$ 120.00
8/26/2024	AP Comm Devel	\$ 308.60
8/26/2024	AP IHDA	\$ 178.41
8/26/2024	AP Library	\$ 34,708.92
8/26/2024	AP MFT	\$ -
08/09/2024-08/16/2024	Out of Cycle AP	\$ 150,518.73
07/16/2024-08/04/2024	AP Bank Transfers	\$ 33,667.15
	AP TOTAL	\$ 7,650,613.55
	PCARD TOTAL	\$0.00

GRAND TOTAL	\$ 11,245,878.29
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Reappointment to Boards & Commissions , as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments & Reappointments 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: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointments & reappointments of:

Transportation Commission: Joseph Blaney's reappointment is effective immediately, with an expiration date of 04-30-27.

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

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 Transportation Commission Roster](#)

TRANSPORTATION COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Transportation Commission	Staff Liaison	Phil	Allyn				false
Active	Transportation Commission	Commissioner	John	Corey	4/30/2023	4/27/2020	2019	true
Active	Transportation Commission	Commissioner	Terry	Berk	4/30/2024	7/11/2022	2022	true
Vacant	Transportation Commission	Commissioner (disabled or serve disabled member)			4/30/2024			
Hold Over	Transportation Commission	Commissioner	Joseph	Blaney	4/30/2024	9/27/2021	2021	true
Active	Transportation Commission	Chair	Edward	Breitweiser	4/30/2025	8/22/2022	2019	true
Active	Transportation Commission	Commissioner	Elicsha	Sanders	4/30/2026	5/22/2023	2020	true
Vacant	Transportation Commission				4/30/2026			



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Purchase of New Two-Way Radios for Grossinger Motors Arena, in the Amount of \$68,278.18, as requested by the Arts & Entertainment Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: The Arts & Entertainment Department is recommending the purchase of 60 new two-way radios with charging stations and accessories for Grossinger Motors Arena, utilizing Sourcewell Contract #042021-MOT, in the amount of \$68,278.18.

The current two-way radio system, used for communications during events between staff members including security, ushers, custodians, production, operations and concessions, is out of date and no longer functions properly.

With the expansion of events at the Arena, including the Bloomington Bison hockey team, it is critical that staff members across all areas be able to effectively communicate to respond to issues and to provide a high-level experience. In addition, the new system will also have the ability to connect directly with Fire and Police in the future if needed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase of 60 new two-way radios with charging stations and accessories for Grossinger Motors Arena, utilizing Sourcewell Contract #042021-MOT, in the amount of \$68,278.18. This will be paid from the City Arena-Capital Outlay Equipment Other than Office account (57107110-72140). A total of \$69,934.16 is included in the FY 2025 Budget for replacement of the Arena Radio System. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 101 and 189.

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-5 (Enhance tourism based economic development), ED-5.1 (Expand tourism attractions and destinations, ED-3 (Workforce availability and retention), ED-3.1 (Workforce availability and retention), ED-1 (Ensure a broad range of employment opportunities for all residents), ED-1.2 (Leverage

community assets in attracting business).

Respectfully submitted for consideration.

Prepared by: Gregory Grisham,

ATTACHMENTS:

[A&E 1B Quote](#)

[A&E 1C SourceWell Motorola Contract](#)

[A&E 1D Sourcewell Motorola Pricing Discount](#)

[A&E 1E Radio Warranty Information](#)



Beck Tech Inc.
645 S. Franklin St.
Decatur, IL 62521
Phone: 217-428-7000
Fax:

Page 1

QUOTATION

123002369

Bill To:

Bloomington Arts & Entertainment
Grossinger Motors Arena
101 S Madison St
Bloomington, IL 61701

Ship To:

Bloomington Arts & Entertainment
Grossinger Motors Arena
101 S Madison St
Bloomington, IL 61701

Contact: Kristen Woods

Contact #: 309-831-5883

Email: kwoods@cityblm.org

Date: 08/07/2024		Customer Rep: Eric Smith		Terms: Payment Upon Receipt	
Qty	Description			Unit Price	Extended

DUE TO COVID 19 RESTRICTIONS CAUSING SO MUCH MARKET VOLATILITY, CERTAIN ELECTRONIC EQUIPMENT MAY HAVE SIGNIFICANT SHIPMENT DELAYS OR MAY BE UNAVAILABLE WITHOUT ANY INFORMATION ABOUT FUTURE AVAILABILITY. BECK TECH WILL DO EVERYTHING POSSIBLE TO EXPEDITE ANY AND ALL PRODUCTS/SERVICES. HOWEVER, WITH MULTIPLE VENDORS/MANUFACTURER'S HAVING SIMILAR DELAYS, MUCH OF THIS IS OUT OF OUR CONTROL. WE ARE ADVISING ALL ALL CUSTOMERS TO PLACE THEIR ORDERS IMMEDIATELY TO HELP ENSURE THAT THEIR PRICES ARE LOCKED IN AND DELIVERY OF EQUIPMENT CAN BE GUARANTEED TO BE HERE ON TIME. DUE TO THIS EXTREME MARKET VOLATILITY WE CAN NO LONGER HOLD PRICING ON QUOTATIONS. BEFORE WE FINALIZE ANY QUOTATION WE WILL DO A MARKET CHECK TO INSURE AVAILABILITY AND FINAL PRICING. WE APPRECIATE YOUR UNDERSTANDING DURING THESE DIFFICULT TIMES.

Beck Tech Pricing

60% down, 40% upon delivery

SourceWell Contract # 042021-MOT

60	XPR 3300e Two-Way Radio 16-Channel UHF (Capable) Package	714.00	42,840.00
60	XPR 3300e Two-Way Radio 16-Channel UHF (Capable) Sourcewell Price = \$784.00	0.00	0.00
60	ADD: UHF STUBBY ANTENNA (440-490)	0.00	0.00
60	ADD: IMPRES LI-ION 2450T IP68 BATTERY W BELT CLIP	0.00	0.00
60	STANDARD MODEL BOX	0.00	0.00
60	IMPRES SUC W/ SMPS (WPLN4232)	0.00	0.00
60	STANDARD RADIO	0.00	0.00
60	5YR ESSENTIAL REPAIR	0.00	0.00
60	STANDARD 5 YEAR SMA AND SW FEATURES	0.00	0.00
15	XPR 3500e Two-Way Radio 128-Channel UHF (Capable) Package Sourcewell Pricing =\$848.30	767.75	11,516.25
15	XPR 3500e Two-Way Radio 128-Channel UHF (Capable)	0.00	0.00
15	ADD: UHF STUBBY ANTENNA (440-490)	0.00	0.00
15	ADD: IMPRES LI-ION 2450T IP68 BATTERY W BELT CLIP	0.00	0.00
15	STANDARD MODEL BOX	0.00	0.00
15	IMPRES SUC W/ SMPS (WPLN4232)	0.00	0.00



Beck Tech Inc.
645 S. Franklin St.
Decatur, IL 62521
Phone: 217-428-7000
Fax:

Page 2

QUOTATION

123002369

Bill To:

Bloomington Arts & Entertainment
Grossinger Motors Arena
101 S Madison St
Bloomington, IL 61701

Ship To:

Bloomington Arts & Entertainment
Grossinger Motors Arena
101 S Madison St
Bloomington, IL 61701

Contact: Kristen Woods

Contact #: 309-831-5883

Email: kwoods@cityblm.org

Date: 08/07/2024		Customer Rep: Eric Smith		Terms: Payment Upon Receipt	
Qty	Description	Unit Price	Extended		
15	STANDARD RADIO	0.00	0.00		
15	5YR ESSENTIAL REPAIR	0.00	0.00		
15	STANDARD 5 YEAR SMA AND SW FEATURES	0.00	0.00		
60	"2-Wire Surveillance Kit, Black"	46.05	2,763.00		
13	"IMPRESS 2 Multi Unit Desktop Charger, North America plug, 100-240VAC "	636.36	8,272.68		
75	NA MOTOTRBO ENH NOISE CANCELLATION	3.15	236.25		
2	Radio Code Plug Generation	325.00	650.00		
	Creation of radio code plug and testing with customer (channel, button mapping, radio naming, etc.)				
75	Radio Programming	25.00	1,875.00		
	Flash radios with new code plug, update software as needed				
	Provide user training				
	Will use customer's current frequency set up.				
1	Shipping, Handling and Insurance	125.00	125.00		



Beck Tech Inc.
645 S. Franklin St.
Decatur, IL 62521
Phone: 217-428-7000
Fax:

Page 3

QUOTATION

123002369

Bill To:

Bloomington Arts & Entertainment
Grossinger Motors Arena
101 S Madison St
Bloomington, IL 61701

Ship To:

Bloomington Arts & Entertainment
Grossinger Motors Arena
101 S Madison St
Bloomington, IL 61701

Contact: Kristen Woods

Contact #: 309-831-5883

Email: kwoods@cityblm.org

Date: 08/07/2024		Customer Rep: Eric Smith		Terms: Payment Upon Receipt	
Qty	Description			Unit Price	Extended

Costs for Premium wages are not included in this proposal. Beck Tech's standard working hours are 8am to 5pm, Monday through Friday excluding holidays. Use of this quotation is based upon the understanding that Beck Tech, a Barbeck Company has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions vary significantly from our assumptions made at the time of the quotation, then a fair adjustment to the price is expected.

These include but are not limited to:

- Physical conditions significantly different that could not be determined from a reasonable inspection of the Worksite and/or information supplied by customer.
- Inability to start or have reasonable uninterrupted access for Beck Tech until work is completed.
- Reasonable prompt resolution of any questions that may arise in the course of the work, including necessary approvals by the customer or its agents.
- Terms are AS STATED ON THE INVOICE and late charges will be assessed for invoices paid outside of terms.

Thank you for the opportunity to offer this estimate. Please contact us at our main office if you have questions at 217-428-7000.

Subtotal : \$68,278.18

Applicable taxes are not included

Signature: _____

PO Number: _____

Date: _____

**Solicitation Number: RFP #042021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. **VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.**

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcwell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance in accordance with the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$5,000,000 aggregate for Products-Completed operations

\$5,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

4. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) its workers compensation, commercial general liability, and automobile liability insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers compensation, commercial general liability, and automobile liability insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

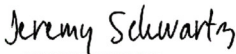
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

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By: _____

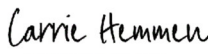
Jeremy Schwartz

Title: Chief Procurement Officer

7/3/2021 | 8:47 AM CDT

Date: _____

Motorola Solutions, Inc.

DocuSigned by:

BCC52DFA8464445...

By: _____

Carrie Hemmen

Title: MSSSI Territory Vice President &
Director of Sales

7/2/2021 | 3:56 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

7/4/2021 | 6:43 PM CDT

Date: _____

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Motorola Solutions, Inc.
Address: 500 W Monroe St
Ste 4400
Chicago, IL 60661
Contact: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Phone: 720-338-7624
HST#: 36-1115800

Submission Details

Created On: Tuesday March 30, 2021 21:05:37
Submitted On: Tuesday April 20, 2021 12:23:07
Submitted By: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Transaction #: a493650e-28b5-493e-a11e-7305bc7e532a
Submitter's IP Address: 140.101.167.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc.	*
2	Proposer Address:	500 W. Monroe, Chicago IL 60661	*
3	Proposer website address:	https://www.motorolasolutions.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Carrie Hemmen Territory Vice President & Director of Sales 500 W. Monroe, Chicago IL 60661 carrie.hemmen@motorolasolutions.com 602-319-2355	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold Senior Account Manager 7237 Church Ranch Blvd, Ste 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tracy Loudenslager MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations tracy.loudenslager@motorolasolutions.com 410-952-0743 Joe Fick Senior Account Manager joe.fick@motorolasolutions.com 951-395-3463	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline. We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security. For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications. In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.	*
8	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx. Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports	*
10	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
11	What is your Canadian market share for the solutions that you are proposing?	We are not including Canada as a part of this RFP Response.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers. The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team	

your employees, or the employees of a third party?

and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.

Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.

The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.

From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.

Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:

1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
2. Motorola R56 Certification
3. Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:

P25 System Technical Associate Certification

ASTRO 25® Subscriber Portfolio Overview

ASTRO 25® IV&D System Overview

Introduction to R56

Basic Radio

4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications.

APX Subscriber Technical Associate Certification

MCC7000 Console Maintenance Certification

ASTRO 25® Repeater Site Lifecycle Maintenance Certification

ASTRO 25® Simulcast Site Lifecycle Maintenance Certification

ASTRO 25® Master Site Lifecycle Maintenance Certification

The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role. Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field: Training Classes to Track: Antenna System Analysis (SRV2012) Astro Ethernet Testing Astro Networking I Astro Firewalls/CEN End-to-End Audio Link Verification LMR Master Basics Network+ Bootcamp Passive Intermodulation R56 Installer/Auditor (NST9257) Security+ Bootcamp Signal Investigation Techniques CompTIA Certifications: CompTIA Network+ CompTIA Security+ ETA Certifications: Antenna System Analysis (ASA) APX Radio Technician (APX) Associate (CETa) Astro 25 RF Site Preventative Maintenance (A25-SPM) Certified Service Manager (CSM) Communication Site Inspector / Auditor (CSIA) Communication Site Installer (R56) Computer Service Technician (CST) Customer Service Specialist (CSS) Data Cabling Installer (DCI) Industrial Electronics (IND) Information Technology Security (ITS) General Communications Technician I (GCT1) General Communications Technician II (GCT2) GTR 8000 P25 RF Site Performance Verification (GTR-SPV) GTR 8000 Repeater Site Technician (GTT) Master CET (CETma) Master Specialty (CETms(RF or IT)) M Core Technician (MCT 7.x) Microwave Radio Technician (MRT) Mobile Communications and Electronics Installer (MCEI) Network Computer Technician (NCT) Network Systems Technician (NST) PIM RADAR (RAD) RF Signal Investigation Techniques (RFSIT) T1 Link Verification (T1LV) Telecommunications (TCM) Wireless (USMSS/TRN/WCN) Wireless Network Technician (WNT)
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Company: Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021 Employer: We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021 FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021 Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity, 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020 iF Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 3 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014 https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html

17	What percentage of your sales are to the governmental sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
18	What percentage of your sales are to the education sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Radio Products.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hennepin County, MN	Sheriff David Hutchinson	612-348-3744	*
City of New Orleans, LA	Ross Bourgeois	504-658-3930	*
City of Aurora, CO	Tracey Kent	303-326-8182	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Name not included	Government	New York - NY	Project 25 (P25) radio system and services	Various	122,100,100	*
Name not included	Government	North Dakota - ND	Project 25 (P25) radio system and services	Various	94,100,000	*
Name not included	Government	Michigan - MI	Project 25 (P25) radio system and services	Various	72,500,000	*
Name not included	Government	Arizona - AZ	Project 25 (P25) radio system and services	Various	71,100,000	*
Name not included	Government	Arkansas - AR	Project 25 (P25) radio system and services	Various	63,500,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.	*
24	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.	*
25	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager	

		A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the the requirements of our customer's expectations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customer and meeting our commitments that goes back decades.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of this RFP response.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be serving any part of Canada within this RFP response.	*

30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and local government and education entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcwell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcwell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	While it would be great for Sourcwell to market the vendors that are awarded contracts, we do understand that Sourcwell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcwell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcwell, we will discuss that by joining Sourcwell they will have a contracting vehicle in place that is already competitively bid and priced.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/	*
37	Describe any technological advances that your proposed products or services offer.	For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward. The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2019 Corporate Responsibility Report	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2019 Corporate Responsibility Report	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
47	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.	*
48	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the opportunity.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all components needed for an acquisition within the pricing categories and discounts provided.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find our pricing details in the attachments

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members. For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Total sales in US dollars per category
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes. Land Mobile Radio Systems, Solutions, and Serices Mobile and Portable radios and accessories Base Stations and accessories Radio Dispatch Consoles Interoperability Solutions Fire Station Alerting Solutions and Services Broadband Wireless Infrastructure and Subscribers Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Communication Equipment Radio, Broadband, and LTE Implementation and Maintenance Services
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed above

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
67	Fire or EMS station alerting or paging systems	☒ Yes ☐ No	Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.	*
68	Connectivity and interoperability devices, hardware and equipment	☒ Yes ☐ No	Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems.	*
69	Airborne, marine, and underwater communication systems	☐ Yes ☒ No	No.	*
70	Services related to lines 67, 68 and 69 above	☒ Yes ☐ No	Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).	*
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Aside from meeting what the applicable standard defines for its interoperability requirements, Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle Cameras, Digital Evidence Management, Video Security, License Plate Recognition, Situational Awareness, and Broadband Communications. Because these are all solutions that we develop, we are creating integrations and are not limited to interfacing different solution together. Interfacing typically limits the communication between two solutions because it uses the least common denominator of the information that can pass between to solutions from different vendors. The integrations that we have, and continue, to develop are allowing for greater efficiencies as our customers do their jobs. We have also created a solution called CommandCentral Aware that allows for our radio system to integrate with other vendors CAD and Video solutions to create situational awareness for our customers as the approach a scene.	
73	Describe how your products and services conform to applicable industry standards and required specifications.	The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - http://www.project25.org/ , Digital Mobile Radio (DMR) - https://www.dmrassociation.org/dmr-standards.html , and Citizens Broadband Radio Service (CBRS) standards - https://www.ecfr.gov/cgi-bin/text-idx?SID=960a62ced28f9e89c169ed12daafa030&mc=true&node=pt47.5.96&rgn=div5 .	
74	Describe your use of installation or service partners, if applicable.	Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell RFP 042021 Pricing.pdf - Monday April 19, 2021 18:16:04
 - [Upload Additional Document](#) - Sourcewell RFP 042021 Proposal Document.pdf - Monday April 19, 2021 18:19:49

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Carrie Hemmen, Territory Vice President & Director of Sales, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	☒	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	☒	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	☒	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	☒	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	☒	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	☒	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	☒	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	☒	2

PUBLIC SAFETY		
Product Summary	Catalog Description	Percentage Discount (Off List Price)
Infrastructure	Fire Station Alerting Hardware	10%
Infrastructure	Fire Station Alerting Software	15%
Infrastructure	Radio Base Station Hardware	15%
Infrastructure	Radio Base Station Software	20%
Infrastructure	Master Site ASTRO Hardware	15%
Infrastructure	Master Site ASTRO Software	20%
Infrastructure	Transport Hardware	10%
Infrastructure	Moscad Hardware & Software	10%
Infrastructure	Interoperability Solutions	10%
Infrastructure	Paging Hardware & Software	10%
Infrastructure	Alarm & Control System	10%
Infrastructure	Vehicular Repeaters	10%
Infrastructure	Future Infrastructure Hardware & Software * released after date of contract	10%
Subscribers	All APX Portable Radio Subscriber Device	27%
Subscribers	All APX N Portable Radio Subscriber Device	27%
Subscribers	All APX Mobile Radio Subscriber Device	27%
Subscribers	All APX Desktop Radio Subscriber Device	27%
Subscribers	Flashport Software	20%
Subscribers	Future Mobile and Portable Subscriber Devices * released after date of contract	15%
Subscribers	Standalone Subscriber Accessories	15%
Subscribers	Bundled Subscriber Accessories with Subscriber Devices	27%
Private LTE	LTE Hardware & Software	0%
Private LTE	Broadband Device	0%
Private LTE	NITRO Hardware & Software	0%
Private LTE	NITRO Services	0%
Consoles	Console Hardware & Software	15%
Consoles	Console Accessories	15%
Consoles	Console Service	0%
Avigilon Software & Hardware	Avigilon Software & Hardware	10%
Drop Ship	Backhaul (Microwave, MPLS, etc)	10%
Drop Ship	Distributed Antenna Systems	10%
Drop Ship	Site Equipment	10%
Drop Ship	Buildings & Towers	5%
Drop Ship	Antenna & Line	15%
Drop Ship	Test Equipment	10%
Drop Ship	Computers & Accessories	15%
Drop Ship	Time & Frequency Systems	15%
Drop Ship	Wireless Modems	5%
System Integration & Support Services	ASTRO Maintenance Support Services	0%
System Integration & Support Services	ASTRO Upgrade Support Services	0%
System Integration & Support Services	Motorola Shop Services	0%

System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Motorola Subscriber Services	0%
System Integration & Support Services	Motorola Project Management Services	0%
System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Site Development Services	0%
System Integration & Support Services	3rd Party Services	0%
System Integration & Support Services	Motorola Security Services	0%
Integrated Hardware & Software	Encryption Hardware & Software	5%
Integrated Hardware & Software	Moto Locator Hardware	0%
Integrated Hardware & Software	Moto Locator Software	10%
Integrated Hardware & Software	Critical Connect Hardware	0%
Integrated Hardware & Software	Critical Connect Software	0%
P25 System Subscriptions	Cirrus Subscription	0%
P25 System Subscriptions	AXS Subscription	0%
P25 System Subscriptions	Asset Management Service	0%
P25 Device Subscriptions	APX Next Application Subscription	0%
Miscellaneous	Any non-catalog equipment	0%
Miscellaneous	Any non-catalog integrated software	0%
Miscellaneous	Any non-catalog service	0%

PROFESSIONAL & COMMERCIAL **

Stated discount % will also be applied to any additional options added to Radio Order

Product Summary	Catalog Description	Fixed Percentage Discount
		(Off List Price)
MOTOTRBO Commercial Radios	BPR40	15%
MOTOTRBO Commercial Radios	CP185	15%
MOTOTRBO Commercial Radios	CP100d	15%
MOTOTRBO Commercial Radios	CP200D / R2	15%
MOTOTRBO Commercial Radios	SL300	15%
MOTOTRBO Commercial Radios	EVX-S24	15%
MOTOTRBO Commercial Radios	CM200D	15%
MOTOTRBO Commercial Radios	CM300D	15%
MOTOTRBO Professional Radios	XPR 3300e	15%
MOTOTRBO Professional Radios	XPR 3500e	15%
MOTOTRBO Professional Radios	SL3500	15%
MOTOTRBO Professional Radios	XPR 7350e	15%
MOTOTRBO Professional Radios	XPR 7550e	15%
MOTOTRBO Professional Radios	XPR 7580e	15%
MOTOTRBO Professional Radios	MOTOTRBO R7	15%
MOTOTRBO Professional Radios	MOTOTRBO ION	15%
MOTOTRBO Professional Radios	XPR 2500	15%
MOTOTRBO Professional Radios	XPR 5350e	15%
MOTOTRBO Professional Radios	XPR 5550e	15%
MOTOTRBO Professional Radios	XPR 5580e	15%
Battery / Accessory Portfolio	MOTOROLA BATTERIES	15%
Battery / Accessory Portfolio	MOTOROLA ACCESSORIES	15%
MOTOTRBO Digital Infrastructure	SLR 1000	10%
MOTOTRBO Digital Infrastructure	SLR 5700	10%
MOTOTRBO Digital Infrastructure	SLR 8000	10%

MOTOTRBO Digital Infrastructure	Capacity Max System Server	10%
Dispatch Console	AVTEC Dispatch Console	10%
Body-Worn Camera	VB400/440	10%
System Integration & Support / Install	System Integration & Support / Install	0%
PTT Subscription Services	TLK100	0%
PTT Subscription Services	TLK150	0%
<i>**All orders placed under this request will be placed only with an approved additional named reseller as an Approved Authorized Motorola Solutions Resellers, (this list is located within Partner Finder search within motorolasolutions.com website), except as agreed to in writing by the Supplier. In no event will the Supplier assume liability for orders placed by a Approved reseller to an end customer under this Addendum.</i>		

From: Eric Smith <esmith@becktechil.com>
Sent: Tuesday, August 20, 2024 11:50 AM
To: Kristen Woods <kwoods@cityblm.org>
Subject: Re: Radios

The XPR Series portables ship with a Standard 5-Year Software and Repair option that covers 5 years of software support, a premium feature subscription, and parts and labor warranty coverage. Essential with Accidental Damage can be purchased to add coverage for accidental breakage and liquid damage.

XPR Batteries are 18 months, XPR accessories (antenna, belt clips) 12 months. Not included: Beck Tech labor, services not included. We typically just charge if a radio is needing serious repairs or the factory comes back to use and charges us. A radio Re-program is not included in the warranty once you sign off on the and radios are delivered.

Let me know if you need anything else.

Eric Smith
Vice President of Sales
BECK TECH a BARBECK Company
217-853-5610 cell
<https://www.becktechil.com/unifiedteam/>

Motorola Solutions Summit Club Winner



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with PepsiCo for Citywide Non-Alcoholic Beverage Supply and Sponsorship, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

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

BACKGROUND: The City issued RFP #2025-01 Non-Alcoholic Beverage Supply and Sponsorship and received two proposals on July 12, 2024 from PepsiCo and Heartland Coca-Cola. Utilizing the evaluation criteria, the Review Team, consisting of individuals from Legal, Parks & Recreation, Arts & Entertainment, and Procurement, determined PepsiCo to be in the best interest and most qualified vendor for the City. It will be a five (5) year contract servicing City owned properties.

The Evaluation process looked at the following criteria:

- References, qualifications, overall performance record, and current/prior client successes
- Proposed Compensations to the City
- Product Prices
- Customer Service
- Quality, responsiveness and innovation of the proposal and the Supplier's understanding of the City's needs

Highlights of the PepsiCo Offer:

- Increased compensation and overall lower pricing to the City.
- Competitive rebates and commissions.
- Provides up to \$3000 annually for Marketing Support to pay for point-of-sale materials and promotional programs in support of sale of the Products at City Facilities
- Provides \$1,000 annual funding to the City for various point-of-sale materials and promotions.
- Pepsi will provide \$1,000 annually in free beverage products to the City.
- Provides an annual monetary sponsorship based on the City meeting the annual units threshold. If the annual units threshold is not met, the sponsorship funds will be prorated per the agreement.

- Pepsi will loan to City, at no charge, appropriate equipment for dispensing the products at City facilities.
- Pepsi will provide, at no charge to City, preventative maintenance, and service to the equipment.
- Pepsi agrees to provide carbon dioxide to City at no charge.
- Ensures quality customer service and product.

Pepsi's offer including the annual Sponsorship Fee, rebates, and commissions will reduce the cost of beverages being sold throughout City venues and buildings. The marketing support and point of sale promotional opportunities being provided will support the City in increasing concession and beverage sales.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City issued RFP #2025-01 Non-Alcoholic Beverage Supply and Sponsorship and received two proposals on July 12, 2024 from PepsiCo and Heartland Coca-Cola.

FINANCIAL IMPACT: The City will receive annual payments based on meeting thresholds of products purchased for resale.

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: Misty Shafer, Procurement Specialist

ATTACHMENTS:

[LGL 1B Contract](#)

BEVERAGE SALES AND SPONSORSHIP AGREEMENT

This sets forth the agreement (“*Agreement*”) between **PepsiCo Beverage Sales, LLC**, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 801 Birchwood St. Morton Illinois, 61550 (“*Pepsi*”) and City of Bloomington, with its principal place of business at 115 East Washington Street, Bloomington, IL 61707 on its own behalf, on behalf of its affiliates and wholly-owned subsidiaries, and on behalf of its individual franchisees and licensees, if any (“*City*”). The support described below is in lieu of any other discounts, allowances or rebates to which City might otherwise be entitled from time to time. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

Definitions

As used in this Agreement, the following capitalized terms have the respective meanings assigned thereto below.

“*Beverage*” or “*Beverages*” means all carbonated and non-carbonated, non-alcoholic drinks including carbonated soft drinks, energy drinks, ready-to-drink teas, ready-to-drink coffees, ready-to-drink juices, sports drinks, and bottled water, however dispensed during the Term of the Agreement. For the avoidance of doubt, “*Beverages*” shall not include milk and flavored milk and hot beverages (coffee, tea, hot chocolate, etc.).

“*Cases*” means cases of Packaged Products (as defined herein) purchased by City from Pepsi during the Term, initially delivered in quantities of 24 plastic bottles, aluminum cans, glass bottles (or equalized 24 pack cases, e.g., two 12-pack cases), eight 2-liter plastic bottles, or such other size, quantity and type of containers as Pepsi may make available from time to time during the Term.

“*Competitive Products*” means any and all Beverages other than the Products.

“*City Marks*” means (i) the Designations (as defined below) and (ii) City Marks including, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations associated with or related to City and the Facilities at the beginning of the Term or which will be created during the Term, if any.

“*Designations*” includes, but are not limited to, the following: “Official Water and Soft Drink of City of Bloomington” and “Official Sponsor of City of Bloomington.”

“*Equipment*” means equipment loaned by Pepsi to City to dispense, store or cool Products (as defined below), as more fully described in Section 4 herein.

“*Gallons*” means gallons of the Postmix Products purchased by City from Pepsi during the Term.

“*Facilities*” means the entire premises of every facility owned, leased, occupied or operated by City or its Food Service Provider throughout the Term, including all buildings, the grounds, parking lots, dining facilities, snack bars, food carts, bookstores, athletic facilities, retail locations,

unattended retail locations, micro marts, concession stands, unbranded and branded food service Facilities and vending areas. “**Facilities**” shall also be deemed to include convenience store operations and restaurants in place at the beginning of the Term or initiated during the Term in space leased to third-party commercial tenants within City-owned buildings.

“**Packaged Products**” means Beverages that are sold or distributed by Pepsi in pre-packaged form (e.g., bottles and cans). A current list of Pepsi’s Packaged Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

“**Postmix Products**” means Beverages sold and/or distributed by Pepsi and used to create and prepare fountain beverages, frozen carbonated or non-carbonated beverages. A current list of Pepsi’s Postmix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

“**Products**” means Postmix Products, and Packaged Products.

“**Year**” means each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. Term

The term of this Agreement will commence on September 3, 2024, and the term will expire upon the later of September 4, 2029 (the “**Term**”).

2. Performance

This Agreement, including all of Pepsi’s support to City as described below, is contingent upon City complying, throughout the Term, with all of the following performance criteria:

(A) Exclusivity.

Pepsi is the exclusive Beverage supplier to City and the Facilities. **Error! No text of specified style in document.** City agrees to take all necessary steps to ensure that the Products are the exclusive Beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Facilities by any method or through any medium whatsoever (including without limitation digital, print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. The Facilities and City will not serve, dispense, or otherwise make available or permit the availability of, or in any way advertise, display, represent or promote, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of Competitive Products.

Notwithstanding the foregoing, City shall be permitted the following limited exceptions to the Exclusivity requirements set forth in this Section 2(A) with respect to the City of Bloomington Arena known as the Grossinger Motor Arena (the “**Arena**”):

- (1) The City will endeavor to provide beverages from our selected supplier in locker rooms and backstage areas as requested by performers and event participants at the Arena, however performers and their staff will not be prohibited from bringing beverages of their choosing into locker room/dressing room areas. All performers and their staff will be prohibited from selling/providing any beverages to patrons of the Arena.

- (2) Individuals and entities that rent the Arena may supply their own beverage products for performers and participants of the event. However, said renters will not be permitted to sell their own beverage products inside of the arena, and the Arena will maintain exclusivity with all concessions sales during these rental events.

(B) Purchase and Resale of Products.

City agrees to continuously purchase, and require its Facilities and purchasing representatives to purchase, Products exclusively and directly from Pepsi. Throughout the Term, City will continuously serve, dispense, sell and/or otherwise make Products available to the City throughout the Facilities. City agrees to pay all accounts owing to Pepsi in accordance with payment terms as established by Pepsi.

(C) Fountain Products.

City agrees to use the Postmix Products for use in preparing the fountain beverage products (the “*Fountain Products*”): (i) in accordance with the standards established by Pepsi and (ii) only for immediate or imminent consumption; City agrees not to resell the Postmix Products either to nonaffiliated Facilities or to consumers in any form other than the Fountain Products.

(D) Ancillary Product.

City agrees to purchase and require its purchasing representatives to purchase all their respective requirements for branded disposable cups (“*Ancillary Products*”) exclusively from Pepsi. Pepsi agrees to provide carbon dioxide to City at no charge.

(E) Sponsorship and Promotional Rights.

Pepsi shall have the right to advertise its Products on signage at the Facilities and in print advertising as mutually agreed upon by City and Pepsi. In addition, City hereby grants Pepsi the right to promote the fact that Pepsi is the official and exclusive Beverage sponsor of City, the Facilities, including the right of Pepsi to use and promote City Marks. Such promotion may be conducted through the distribution channels of digital, television, radio, and print media; on the packaging of (including cups and vessels); and at the point-of-sale of any and all Products wherever they may be sold or served. In connection therewith, City hereby grants to Pepsi a nonexclusive license to use the name of the Facilities and City Marks for the limited purposes of promoting Products within the context of promotional activities and activation of sponsorship benefits as set forth herein. City represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to City Marks (including without limitation, all goodwill associated therewith) and Pepsi’s use of City Marks pursuant to this Agreement will not infringe the rights of any third parties. Pepsi and City agree that advertising and promotional copy produced by each of them relating to the sponsorship rights granted herein will be subject to the prior written approval of the other party as not to be unreasonably withheld.

(F) Brand Identification.

City must display appropriate brand identification, as provided at no cost by Pepsi, for each Product served on all menus (including catering and digital), menuboards and postmix dispensing valves at each of the Facilities throughout the Term.

(G) Product Mix; Minimum SKU/Brand Requirement.

City must mandate the distribution of a minimum core assortment of Products, including a mix of

both Postmix Products and Packaged Products at each of the Facilities throughout the Term, as identified by Pepsi, based on Equipment type at the Facilities.

(H) Restrictions for Products.

The parties recognize and agree that there are certain additional territorial restrictions that pertain to the purchase and resale of the Products. To the extent any prospective Outlet(s) are located outside the territories serviced by Pepsi, then Pepsi may, upon request by City, use commercially reasonable efforts to facilitate an agreement between the Pepsi-Cola bottler servicing the applicable territory and City with terms substantially similar to the terms of this Agreement. Furthermore, City agrees not to distribute or resell the Products, directly or indirectly, outside the territories serviced by Pepsi and shall cause its purchasing representative to abide by such territorial restrictions.

(I) Best Taste Limit and Product Handling.

City understands that the Products provided hereunder are provided with a best taste limit (“**BTL**”) date printed on the packaging. Neither Pepsi nor the bottlers replace Products that are past the BTL date. City agrees that no Product shall be sold past the BTL date, and that it shall abide by policies on product handling and quality control periodically published by the manufacturer.

3. Funding

Provided City is not in breach of its performance obligations under this Agreement, Pepsi agrees to provide City with the funding described below.

(A) Annual Sponsorship Funds.

In each of Years One through Five, Pepsi agrees to provide City with annual sponsorship funds in the amounts set forth below not to exceed five (5) consecutive payments (the “**Annual Sponsorship Funds**”).

The Annual Sponsorship Funds will be paid to City within sixty (60) days of the commencement of each applicable Year, except in the event the Annual Sponsorship Funds are payable in Year One, such payment will be made within ninety (90) days of the later of the (i) first day of the Term or (ii) the signing of this Agreement by both parties. City acknowledges and agrees that, beginning in Year 2, each Annual Sponsorship Fund payable to City herein will be adjusted based on the number of Cases and Gallons purchased from Pepsi (“**Units**”) and sold throughout the Facilities pursuant to this Agreement during the previous Year, as compared to an annual Unit threshold of 6,000 Cases and Gallons (“**Annual Units Threshold**”). Therefore, if during any Year the number of Units purchased from Pepsi falls below the Annual Units Threshold, then the Annual Sponsorship Funds payable for the next Year will be reduced by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units sold during such Year. *For example, if the total Annual Sponsorship Fund for Year 2 is \$15,000 and the Annual Units Threshold is 500 Units, and during Year 1 the actual Units sold is 250 Units, then the total Annual Sponsorship Funds for Year 2 will be \$7,500 (reduced by 50%).* The Annual Sponsorship Funds are earned by the City throughout the Year in which they are paid. In the event of early termination for any reason other than an uncured material breach by Pepsi pursuant to Section 7(A) herein, the unearned Annual Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(i) herein.

(B) Marketing Support.

Each Year during the Term, Pepsi agrees to provide City with marketing support, valued at up to Three Thousand US Dollars (\$3,000.00) (“**Marketing Support**”). The Marketing Support will be used and spent by Pepsi to pay for point-of-sale materials and promotional programs in support of sale of the Products at the Facilities, as mutually agreed to by the parties. City acknowledges and agrees that unused Marketing Support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment.

(C) Rebates.

Each Year throughout the Term, Pepsi agrees to calculate the total number of eligible Cases and Gallons purchased by each of the applicable Facilities from Pepsi pursuant to this Agreement and will provide City with rebates calculated based on applicable rates set forth below (the “**Rebates**”). The Rebates, as applicable, will be paid by Pepsi within sixty (60) days after the end of each Year. The parties agree that Pepsi will not accrue or pay any Rebates for sales to Facilities that are in breach of the Performance Requirements listed in Section 2 above.

Rebates Rates	Eligible Products*
\$2.00/Gallon	All BIB Products
\$2.00/Case**	20oz Aquafina, Carbonated Soda Drinks, and Gatorade
\$1.00/Case	13.7 Frappuccino, 18.5 Pure Leaf, Rockstar, 15.2 Dole, and Celsius
*The following Products are excluded from Rebates: Dr. Pepper, and Citrus Springs Products	
**24-pk or equivalent (e.g., two (2) 12-pk)	

(D) Commissions

Pepsi agrees to provide City with commissions, as a percentage of the actual cash (“**cash in bag**” or “**CIB**”) collected by Pepsi from the Vending Machines placed at the Facilities, less any applicable government-imposed taxes/fees and deposits, as applicable (“**Commissions**”). Such Commissions shall be at the rate(s) set forth below (the “**Commission Rate**”) and shall be calculated as follows:

$$(\text{CIB} - \text{applicable taxes/fees/deposits}) * \text{Commission Rate} = \text{Commission due}$$

Product	Initial Vend Price	Commission Rate*
20oz Aquafina Water	\$2.50	25%
20oz Carbonated Sodas	\$2.50	25%
20oz Gatorade	\$2.50	25%
12oz Carbonated Sodas	\$1.00	25%
*Commission Rates and Vend Prices for new Product will be mutually agreed upon by Pepsi and City		

- (1) **Commissions Payment.** Pepsi agrees to pay Commissions to City within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to City. City agrees that it is responsible for reviewing such records and that

any claim or dispute relating to the Commissions must be brought by City in writing within one (1) year of the date such Commissions payment is due.

- (2) Change to Commission Rate/Formula. City agrees that Pepsi shall have the right to change the Commission Rate and/or its formula/method for calculating Commissions as may be required by applicable laws or as reasonably necessary to respond to legislative acts in order that the Commission Rate remains cost neutral.
- (3) Vend Price. The initial vend prices for City to qualify for any Commissions are set forth in the Commission chart above. Pepsi will require a minimum vend price based on trends in the local geography. City acknowledges that Pepsi has the right to pass through any incremental fees, deposits, taxes, or other governmentally imposed charges (whether local, state, federal, or judicially imposed on manufacturers, distributors, consumers, or otherwise) as part of the vend price. The pass-through of any such governmentally imposed fees, deposits, taxes, or charges on the Vended Products will be in addition to any scheduled Vend Price increases set forth herein or price change notification restrictions that may be specified in this Agreement. Non-

4. Monetary Consideration

(A) POS Support

Each Year during the Term, Pepsi agrees to provide City with point-of-sale support, valued at up to One Thousand US Dollars (\$1,000.00) ("**POS Support**"). The POS Support will be used and spent by Pepsi to pay for point-of-sale materials and promotional programs in support of the sale of the Products at the Facilities, as mutually agreed to by the parties. City acknowledges and agrees that unused POS Support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment.

(B) Product Free of Charge

Upon request from City, Pepsi agrees to provide Cases of a combination of 12oz cans of carbonated soft drinks and 16.9oz Aquafina with a then current total value of up to One Thousand US Dollars (\$1,000.00) per Year at no additional charge to City, provided, however, that City will administer all requests through a central contact so that City may prioritize the requests. City acknowledges and agrees that unrequested Product in any Year shall not be carried over to the subsequent Year or be redeemable for cash payment.

5. Equipment and Service

(A) Equipment.

Pepsi will loan to City, at no charge, appropriate Equipment for dispensing the Products at the Facilities (except where local law, rule or regulation prohibits uncompensated placement of Equipment by soft drink vendors, in which case Pepsi will charge the minimum legal rental fee pursuant to a separate agreement with City). Where permitted by applicable local law, rule or regulation, the Equipment will be exclusively used to display and merchandise the Products as reasonably determined by Pepsi and City will not use the Equipment to display, stock, advertise, sell, or maintain any other products (including on the exterior of the Equipment). Title to such Equipment will remain vested in Pepsi or its affiliate and City will return all Equipment to Pepsi upon expiration or earlier termination of this Agreement. At Pepsi's request, City will provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and

location of the Equipment loaned to City pursuant to this Agreement. To the extent that future technology enhancements, equipment platforms or products to support these platforms are substantially different in scope or composition compared to existing equipment components and products, Pepsi and City will work in good faith to negotiate the economic terms for implementation of the new technology equipment.

(B) Vending Machines.

With respect to the vending machine Equipment placed at the Facilities (the “*Vending Machines*”), Pepsi will have the additional responsibility for (i) stocking the Vending Machines with the Products and (ii) collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for collected monies. City agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities.

(C) Service.

Where permitted by applicable local law, rule or regulation, Pepsi will provide, at no charge to City, preventative maintenance, and service to the Equipment. Pepsi will also provide City with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each City request and will use reasonable efforts to remedy the related Equipment problem as soon as possible, however because delays in service may be caused by factors well outside of Pepsi’s control, Pepsi’s service record will be measured in the aggregate such that an isolated failure is not a material breach of the Agreement.

Pepsi agrees to the following conversion plan/service provisions to convert the City’s Facilities upon execution of this Agreement by both parties. To ensure a seamless transition from the City’s current beverage provider over to Pepsi.

- Identify key decision makers at each location
- Set up a time to walk each property with key decision makers to identify business needs in terms of equipment (fountain, coolers, and vending)
- Identify any service concerns and or delivery concerns the team has
- Review business trends to identify key flavors and opportunities
- Establish deadline to which conversion must be completed
- FSR/Kam to order all equipment needed
- FSR/KAM to create an installation schedule based on the installation deadlines discussed by property and present to key decision makers
- FSV/KAM to ensure all orders are in the system and delivered prior to the installation of equipment
- Once conversion is complete FSR/KAM will continue to make field calls to each property to ensure customers needs are being met

- Full -Service Machines are scheduled every week for first month then adjusted based on volume, machines will go no more than 3 weeks between service.
- Service departments response time is 4 hours for emergency Fountain calls and 48 hours response time with no emergency calls
- All non/vending accounts will be set up to weekly or bi-weekly ordering and delivery city can adjust frequency based on needs.
- Pepsi can provide next day emergency delivery (excluding Full-Service Machines) Monday-Saturday

6. **Pricing**

City will purchase and will require that any third parties or purchasing representative for the Facilities to purchase, Products and Ancillary Products directly and exclusively from Pepsi pursuant to the pricing and terms and conditions set forth herein. The initial pricing schedule for Products is set forth on attached Exhibit B, which may be changed by Pepsi from time to time during the Term. Provided, however, any price increases on Packaged Products will not exceed 3% per Year. Notwithstanding the foregoing, in the event Pepsi experiences extraordinary cost increases and/or changes in market conditions (including without limitation, changes to freight costs, raw material and packaging costs or other unusual cost changes in other cost factors), or experiences changes to applicable laws impacting Pepsi's cost of doing business, such invoice prices are subject to additional increases by Pepsi. *Provided, however, that City shall have ninety (90) days from the date of such notice regarding the necessity for additional price increases ("Additional Increase Notice") to accept such change, or, at the City's option to terminate this Agreement upon written notice to Pepsi delivered within sixty (60) days of the date of the Additional Increase Notice.* Pepsi will be entitled to pass-through any incremental fees, deposits, taxes, or other governmentally imposed charges (whether local, state, federal, or judicially imposed on manufacturers, distributors, consumers, or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes, or charges on the Products will not be subject to any pricing cap ~~or notification restrictions~~ that may be specified in this Agreement. Pepsi shall provide at least sixty (60) days' notice of any price increases caused by the pass-through of the same, unless there is less than a sixty (60) day period between date the pass-through fees, deposits, taxes, or other governmentally imposed charges are enacted and the effective date of the enactment (the "Preparation Period"). In such case, Pepsi shall make commercially reasonable efforts to provide sufficient notice to City within the Preparation Period.

7. **General Terms**

(A) **Termination for Default.**

Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice ("**Cure Period**").

(B) **Remedies.**

(1) Remedies applicable to Pepsi:

If the Term of this Agreement is terminated early for any reason other than an uncured material breach by Pepsi pursuant to subsection (A) above, City and its Facilities will surrender to Pepsi all Equipment provided by Pepsi and will forfeit all funding not paid as

of the date of termination. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi will have the right to immediately seek reimbursement from City and the Facilities for the following:

(i) An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by City pursuant to the terms of this Agreement. With regard to the Annual Sponsorship Funds, and, if applicable, any other annual funds, the amount of such reimbursement will be the result of multiplying, the total amount of such funds paid to City in the Year in which the Agreement is terminated by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12); and

(ii) An amount reflecting the cost of removal of all Equipment that has been installed in the Facilities, as applicable.

(2) Remedies Applicable to the City:

If the Term of this Agreement is terminated early due to an uncured material breach by Pepsi pursuant to subsection 7(A), Pepsi shall, within thirty (30) days and at no cost to the City, remove all signage and advertising materials from Facilities, City Marks, and logos on Pepsi materials, and Equipment from all Facilities. Any amounts owed for rebates and commissions as of the date of Termination shall become payable immediately.

(C) Termination for Morality.

If at any time Pepsi or their name may compromise the public trust or the reputation of the City, including acts of moral turpitude, the City shall have the right to immediately terminate this Agreement for default pursuant to the terms provided in Section 7(A) of this Agreement, however, City shall not be required to offer any Cure Period.

(D) Expiration.

Upon expiration of this Agreement, if City has not entered into a further agreement with Pepsi for the purchase of the Products, City will surrender to Pepsi all Equipment installed in the Facilities.

(E) Indemnification

Pepsi will indemnify and hold City harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi under this Agreement, (except to the extent such claims arise out of City's gross negligence or willful misconduct). To the extent permitted by applicable law, City will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the gross negligence or willful misconduct of City (except to the extent such claims arise out of Pepsi's negligence or willful misconduct). The provisions of this Section shall survive the termination of this Agreement.

(F) Insurance

Pepsi will obtain and maintain and keep in full force and effect the following forms of insurance with the minimum limits of insurance stated below. Furnishing acceptable evidence of insurance as required hereunder shall not relieve either party or any subcontractor from any liability or obligation for which it is otherwise liable under the terms of this contract, nor is liability limited to the amount of this contract.

Form of Insurance	Minimum Limits of Insurance
General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate Bodily Injury and Property Damage
Products & Completed	\$2,000,000
Worker's Compensation	\$1,000,000 Each Accident \$1,000,000 Disease-Each Employee \$1,000,000 Disease-Policy Limit
Automobile Liability	\$2,000,000
Umbrella/Excess Liability	\$5,000,000
Crime & Theft Coverage	\$1,000,000

The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required.

All coverage must be written on an occurrence basis and must be maintained without interruption from the date of this agreement until the date of termination of this agreement. All coverage shall be primary and non-contributory to any other insurance available to the other party. Should any of the above-described policies be cancelled before the expiration date thereof, the party or party's representative will mail thirty (30) days written notice to the certificate holder. The policies shall be written with insuring company(ies) with AM Best financial strength ratings of "A-" or higher and financial size categories of "VII" or greater. The commercial general liability, business automobile liability and umbrella/excess liability policies shall list the other party and its subsidiaries, affiliates, directors, officers, employees, partners, and agents as additional insured. Each party shall include the other as additional insured on its general liability, auto liability and umbrella/excess liability policies. Each party and any subcontractors shall provide certificates of insurance evidencing the insurance required within prior to commencing any work.

(G) Right of Offset.

Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by City or its Facilities for Products ordered from and delivered by Pepsi and any and all balances due and payable to Pepsi pursuant to this Agreement or any separate services agreement between City and Pepsi and/or its subsidiaries and affiliates.

(H) Non-Disclosure.

Except as may otherwise be required by law or legal process or as reasonably necessary for either party to enforce its rights hereunder, neither party will disclose to unrelated third parties the terms

and conditions of this Agreement without the consent of the other.

(I) Assignment.

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or otherwise transferred by either party (whether by operation of law or otherwise) without the prior written consent of the other party, *provided, however*, that Pepsi may assign and transfer this Agreement (in whole and not in part), to an affiliate entity without the consent of the City hereto if such affiliates is (x) capable of fully performing all obligations of the assignor hereunder and (y) agrees, in writing to perform all of the obligations and assume all liabilities of the assignor hereunder. In the event that a third party acquires City or substantially all Facilities or if City is acquired or merges with a third party, City will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of City hereunder. In the event that City does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party or merged entity within ten (10) days following the closing of the transaction, City will be in breach of this Agreement and Pepsi may, at its option, terminate this Agreement effective immediately and City will pay to Pepsi all sums specified in Section 6(B) herein.

(J) Governing Law.

The laws of the state of Illinois govern all matters arising out of this Agreement.

(K) Price Discrepancy.

Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If City makes a price discrepancy claim within 90 days of the invoice date, City must submit a written request specifying the particular Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola City Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102

If City makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, City must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(L) Tax.

Neither Pepsi nor its affiliates will be responsible for any taxes payable, fees or other tax liability incurred by City in connection with the consideration or any other fees payable by Pepsi under this Agreement. If Pepsi is charged common area maintenance fees, taxes or other charges related to Pepsi's occupation of the space allocated to its Equipment at the Facilities, Pepsi may make an adjustment to the consideration provided Section 3 above to offset for such costs.

(M) Force Majeure.

No party will be responsible to the other for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is

rendered impossible or commercially impracticable resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, pandemic, epidemic, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of the parties unless such contingency is specifically excluded in another part of this Agreement ("**Force Majeure Event**"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event City's performance is temporarily suspended pursuant to a Force Majeure Event, Pepsi's funding obligations will be suspended for the duration of City's nonperformance. Once City resumes performance or in the event City is able to perform some, but not all of its obligations herein, any fixed, advanced, or guaranteed funding and any remaining volume commitment will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

(N) Waiver.

No failure or delay of either party to exercise any rights or remedies under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies. Any waiver must be in writing and signed by the party waiving the rights.

(O) Relationship of the Parties.

The parties are independent contractors with respect to each other. Nothing contained in this Agreement creates a joint venture partnership between the parties.

(P) Construction.

City and Pepsi acknowledge that both parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted.

(Q) Notices.

Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt requested, postage paid, addressed as follows: If to City, to the name and address set forth in the preamble herein. If to Pepsi, to the name and address set forth in the preamble herein, with a copy thereof to: Pepsi Beverages Company, 700 Anderson Hill Road, Purchase, NY 10577, Attention: PBNA Division General Counsel or to such addresses as the parties may subsequently provide in writing. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

(R) Distribution Limitations.

Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by City or terminate this Agreement if City (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Outlet operates and (ii) purchases Products outside Pepsi's exclusive territory where the Outlet operates and resells such Products within Pepsi's exclusive territory.

(S) Entire Agreement.

This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(T) Representations.

Each of the undersigned parties, represent and warrant to the other that (1) the execution, delivery and performance of this Agreement will not violate any agreements with, or rights of, third parties or any statute, rule or regulation applicable to the party or any of its properties, assets or operations (including without limitation any financial reporting and disclosure requirements promulgated by the Securities and Exchange Commission), (2) it is duly authorized and empowered to bind itself to the terms and conditions of this Agreement for the duration of the Term and (3) it possesses legal authority to enter into and perform the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

PEPSICO BEVERAGE SALES, LLC.**CITY OF BLOOMINGTON**

By: Brian Pflum
Print Name: Brian Pflum
Title: Food Service Representative
Date: 8/15/24

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit A
City Facilities

Bloomington Center for the Performing Arts (BCPA) - 600 N East St., Bloomington, IL 61701

Bloomington Ice Center - 201 S. Roosevelt Ave., Bloomington, IL 61701

City of Bloomington Arena (Grossinger Motors Arena) - 101 S. Madison St., Bloomington, IL 61701

Holiday Pool – 800 McGregor., Bloomington, IL 61701

O'Neil Aquatics Center - 1515 W. Chestnut St., Bloomington, IL 61701

Miller Park Zoo –1020 S Morris Ave., Bloomington, IL 61701

Highland Golf Course-1613 S Main St., Bloomington, IL 61701

Prairie Vista Golf Course-502 W Hamilton R., Bloomington, IL 61704

The Den at Fox Creek- 3002 Fox Creek Rd., Bloomington, IL 61705

Vending Machine Only Sites

Bloomington Fire Dept. #1- 310 N. Lee St., Bloomington IL, 61707

Bloomington Fire Dept. #2- 1911 E. Hamilton Rd., Bloomington, IL 61704

Bloomington Fire Dept. #3- 2301 E. Empire St., Bloomington, IL 61704

Bloomington Fire Dept. #4- 1705 S. Morris Ave., Bloomington, IL 61701

Bloomington Fire Dept. #6- 4040 E. Oakland Ave., Bloomington, IL 61704

Bloomington Police Dept.- 305 S. East St., Bloomington, IL 61701

Bloomington Public Works- 401 S. East St., Bloomington, IL 61701

Bloomington Water Dept.- 603 W. Division St., Bloomington, IL 61701

Exhibit B
Products and Prices

20oz Aquafina Water \$15.00 24 per case

20oz CSD \$25.00 24 per case

20oz Gatorade \$25.00 24 per case

18.5oz Lipton \$18.00 12 per case

13.7 Frap \$32.34 12 per case

16oz Rockstar \$18.00 12 per case

12oz Celsius \$23.00 12 per case

15.2oz Dole Juice \$17.71 12 per case

5 Gal BIB \$21.08 per gallon

3 Gal BIB \$21.80 per gallon

2 Gal BIB \$32.83 per gal



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Rejecting the Sole Bid Received for Bid #2025-26; and Authorizing Waiving the Technical Bidding Requirements and Authorizing City Staff to Negotiate an Agreement with P.J. Hoerr, Inc. for Police Department Security Improvements, as requested by the Department of Operations & Engineering Services and the Police Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The Police station is nearly 25 years old, and, as regulations and statutes have evolved over the past few decades, operational and security requirements for the Police Department have dramatically changed. Because of that, improvements are necessary. The improvements needed will increase security in the public lobby of the Police station by adding walls, ballistic-resistant films, and other features increasing safety of staff and visitors. In addition, improvements to the Police Criminal Investigation Division will create a Real Time Crime Center that enhances the Department's ability to investigate crimes more expeditiously by adding technology and related infrastructure. The improvements also allow the City to collaborate more effectively with other law enforcement agencies while still maintaining privacy and security requirements meeting current standards.

To address the improvements needed, the Police Department budgeted for improvements in the Fiscal Year (FY) 2025 budget and opened Bid #2025-26. A sole bid of \$521,290 was received from P.J. Hoerr, Inc., which is considerably higher than the \$349,354 estimated. Staff believe negotiating directly with P.J. Hoerr, Inc. will allow investigation of potential scope changes and/or cost savings measures that will allow the necessary improvements in a more cost-effective manner.

If approved, the City will reject the sole bid from P.J. Hoerr, Inc.; and waive technical bidding requirements to allow staff to attempt to negotiate a more cost-effective proposal with P.J. Hoerr for completion of the security improvements at the Police Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was advertised in *The Pantagraph* and OpenGov on July 29, 2024. Pre-bid meetings were held on August 1, 2024, at 10:00 AM and August 12, 2024 at 10:00 AM.

FINANCIAL IMPACT: If approved, the City will Reject the Sole Bid Received for Bid #2025-26; and Authorizing Waiving the Technical Bidding Requirements and Authorizing City Staff to Negotiate an Agreement with P.J. Hoerr, Inc. for Police Department Security Improvements. There is no financial impact at this time due to the bid being rejected. If negotiations with P.J. Hoerr, Inc. result in the project moving forward, an agreement will be brought to City Council for consideration.

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-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core).

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[DOES 5B Resolution](#)

[DOES 5C Bid Tabulation](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION REJECTING THE SOLE BID RECEIVED FOR BID #2025-26; AND
AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND
AUTHORIZING CITY STAFF TO NEGOTIATE AN AGREEMENT WITH
P.J. HOERR, INC. FOR POLICE DEPARTMENT SECURITY IMPROVEMENTS**

WHEREAS, the City of Bloomington has the ability to reject bids and waive technical bidding requirements, pursuant to City Code Chapter 16; and

WHEREAS, the security improvements were included in the Fiscal Year 2025 budget; and

WHEREAS, the City accepted bids for the improvements necessary via Bid #2025-26; and

WHEREAS, P.J. Hoerr, Inc. submitted the sole bid for the improvements; and

WHEREAS, City staff believe a more cost-effective solution will be achieved through rejecting the sole bid, then waiving the technical bidding process and authorizing City staff to directly negotiate with P.J. Hoerr, Inc.; and

WHEREAS, P.J. Hoerr, Inc. is also in favor of the above stated processes; and

WHEREAS, P.J. Hoerr, Inc. will be able to offer more accurately pricing because they will have fewer uncertainties and can utilize prior experience with similar projects to recommend how the work can be accomplished in a more cost-efficient manner; and

WHEREAS, direct negotiations with P.J. Hoerr, Inc. will expedite improvements beginning.

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

SECTION 1. That the recitals set forth above are incorporated herein as if stated in full.

SECTION 2. Bid #2025-26 is rejected, the technical bidding requirements are waived, and City staff are empowered to negotiate an agreement with P.J. Hoerr, Inc., as described above.

SECTION 3. Should any part of this Resolution be declared invalid by the Courts, the remaining portions of the Resolution, other than the part declared invalid, shall remain valid.

SECTION 4. This Resolution shall be immediately effective after its passage and approval.

PASSED this 26th day of August 2024.

APPROVED this ____ day of August 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



EVALUATION TABULATION
ITB No. 2025-26
Police Department Security Upgrades
RESPONSE DEADLINE: August 14, 2024 at 3:00 pm
Report Generated: Wednesday, August 14, 2024

SELECTED VENDOR TOTALS

Vendor	Total
P.J. Hoerr, Inc.	\$521,290.00

BASE BID

Selected	Line Item	Base Bid			P.J. Hoerr, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Security Upgrades as Shown in the Plans & Specifications	1	Lump Sum	\$441,800.00	\$441,800.00
X	2	Contingency (10% of Line Item 1)	1	Lump Sum	\$44,180.00	\$44,180.00
Total						\$485,980.00

ALTERNATE 1

Selected	Line Item	Alternate 1			P.J. Hoerr, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Room 213 Improvements	1	Lump Sum	\$10,400.00	\$10,400.00
X	2	Contingency (10% of Line Item 1)	1	Lump Sum	\$1,040.00	\$1,040.00

EVALUATION TABULATION
ITB No. 2025-26
Police Department Security Upgrades

Selected		Line Item	Alternate 1			P.J. Hoerr, Inc.	
			Description	Quantity	Unit of Measure	Unit Cost	Total
Total							\$11,440.00

ALTERNATE 2

Selected		Line Item	Alternate 2			P.J. Hoerr, Inc.	
			Description	Quantity	Unit of Measure	Unit Cost	Total
X		1	Security Glazing Film	1	Lump Sum	\$21,700.00	\$21,700.00
X		2	Contingency (10% of Line Item 1)	1	Lump Sum	\$2,170.00	\$2,170.00
Total							\$23,870.00



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: Ward 9

SUBJECT: Consideration and Action on an Ordinance Approving an Easement Agreement with Nicor Gas Company, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will enter into an easement agreement with Nicor Gas Company ("Nicor") so that they can install a regulating station in an underground vault at the east edge of Tipton Park. The proposed location is along their existing natural gas main infrastructure on the west side of Airport Road. Nicor is requesting an easement from the City because insufficient room exists in the Airport Road right-of-way. The regulating station is necessary for Nicor to adequately operate and maintain their system. The Department of Operations and Engineering Services and the Parks & Recreation Department are both supportive of the easement and the proposed natural gas system improvements.

The subject property is located on the east edge of Tipton Park, north of General Electric Road and west of Airport Road. The Parcel Identification Number (PIN) is 14-25-400-007. The proposed easement is 23 feet wide and 74 feet long. The easement is located over a Town of Normal sanitary sewer. The Town has reviewed and approved the plans and easement exhibit as presented.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Nicor Gas Company and Town of 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 UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.3 (Work cooperatively with other public and private utility service providers operating in the City to address mutual concerns and needs)

Respectfully submitted for consideration.

Prepared by: Jonathan Kothe, Civil Engineer I

ATTACHMENTS:

[DOES 1B Ordinance](#)

[DOES 1C Ordinance Exhibit A - Easement Agreement](#)

[DOES 1D Easement Agreement Exhibit A](#)

[DOES 1E Vault Image Example 1](#)

[DOES 1F Vault Image Example 2](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT WITH NICOR GAS COMPANY

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

WHEREAS, said easement agreement, attached hereto and titled “GRANT OF EASEMENT TO NICOR GAS COMPANY”, enables Nicor Gas Company to safely operate and maintain natural gas facilities; and

WHEREAS, the City has authority to legislate to protect the public safety, health and welfare; and

WHEREAS, public safety, health and welfare are enhanced through proposed upgrades to the natural gas facilities to be constructed in said proposed easement; and

WHEREAS, it is in the best interest of the City that said easement agreement is approved.

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

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The Easement Agreement with Nicor Gas Company (Exhibit A) for installation and maintenance necessary gas facilities 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 26th day of August 2024.

APPROVED this ____ day of August 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Sec 25	T24N	R2E 3 rd PM
Bloomington Twp.		McLean County
W.O. 1012916		Pcl: Vault
PIN: 14-25-400-007		

GRANT OF EASEMENT
TO NICOR GAS COMPANY

That, CITY OF BLOOMINGTON, a municipal corporation, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations, in hand paid by NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS COMPANY (hereinafter "Grantee"), the sufficiency thereof and receipt of which is hereby acknowledged, does hereby give and grant unto said Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains, vaults, at-grade vault covers, chart boxes, solar panels, an access drive, bollards, required pipeline markers and necessary gas facilities appurtenant thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), together with reasonable right of access thereto for said purposes, more accurately depicted on Easement Exhibit A attached hereto and made a part hereof, situated in McLean County, Illinois, with a legal description as follows.

Reference Exhibit B

Grantee shall restore all that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent, maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting Grantee agrees that it shall perform all such restoration in a timely manner.

Grantor reserves the right to use the easement property in any manner not inconsistent with the rights granted herein, provided, however, that Grantor shall not build, construct, erect or place, or permit others to build, construct, erect or place, any buildings or public roads over the easement property without the prior written consent of Grantee. Grantee shall at all times have the right to keep the Easement Premises clear of all trees.

Grantor represents and warrants to the Grantee that the Grantor, (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set his, her, its, their hands and seals this _____ day of _____, A.D., 2024.

City of Bloomington, a municipal corporation

Signature

Print Name

Title

Witness/Attest

Signature

Print Name

Title

This document prepared by
and returned to:

Nicor Gas Company (SL/JR/TC)
Land Services Department / 6 East
P.O. Box 190
Aurora, Illinois 60507-9970

Property address:

2201 Stone Mountain Blvd
Bloomington, IL 61704

PIN: 14-25-400-007

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____, a Notary Public in and for said County and State and residing in the County of _____, do hereby certify that _____, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, A.D., 2024.

Notary:

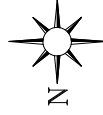
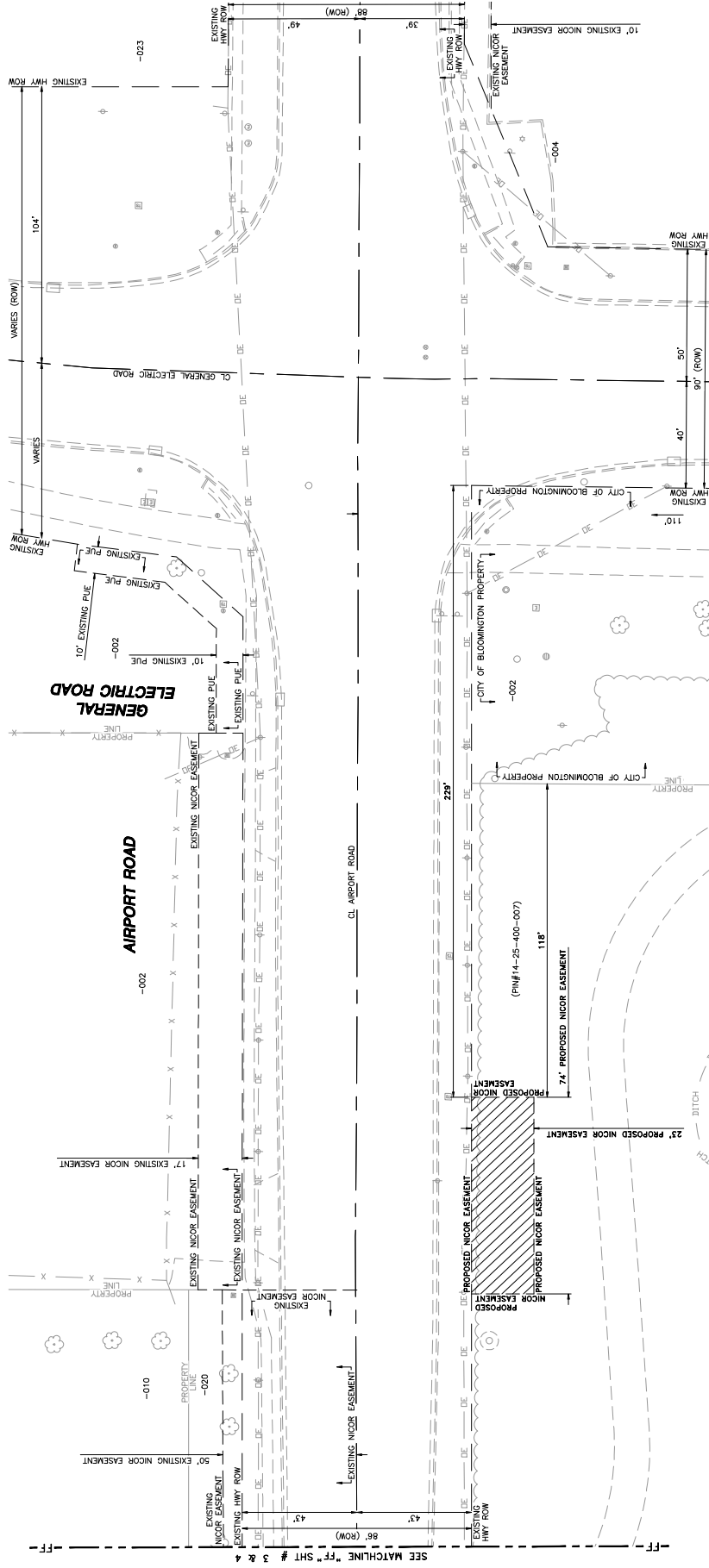
My Commission Expires:

Exhibit B

PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE SOUTH 89 DEGREES 30 MINUTES 11 SECONDS EAST 320.04 FEET ON THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 25 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 22 MINUTES 00 SECONDS WEST 462.28 FEET PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE NORTH 89 DEGREES 38 MINUTES 00 SECONDS EAST 38.88 FEET; THENCE SOUTHEASTERLY 76.01 FEET ON A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 16 DEGREES 07 MINUTES 46 SECONDS, A RADIUS OF 270.00 FEET AND A CHORD OF 75.76 FEET BEARING SOUTH 82 DEGREES 18 MINUTES 07 SECONDS EAST FROM THE LAST DESCRIBED COURSE; THENCE SOUTH 74 DEGREES 14 MINUTES 14 SECONDS EAST 134.16 FEET; THENCE SOUTH 15 DEGREES 45 MINUTES 46 SECONDS WEST 120.00 FEET; THENCE SOUTH 74 DEGREES 14 MINUTES 14 SECONDS EAST 243.57 FEET; THENCE NORTHEASTERLY 471.47 FEET ON A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE OF 45 DEGREES 01 MINUTES 18 SECONDS, A RADIUS OF 600.00 FEET AND A CHORD OF 459.43 FEET BEARING NORTH 83 DEGREES 15 MINUTES 07 SECONDS EAST FROM THE LAST DESCRIBED COURSE; THENCE NORTH 00 DEGREES 22 MINUTES 00 SECONDS WEST 383.13 FEET PARALLEL WITH THE WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE NORTH 89 DEGREES 38 MINUTES 00 SECONDS EAST 194.61 FEET; THENCE NORTH 44 DEGREES 38 MINUTES 00 SECONDS EAST 87.10 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 00 SECONDS WEST 245.00 FEET PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE NORTH 89 DEGREES 38 MINUTES 00 SECONDS EAST 150.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 00 SECONDS WEST 120.00 FEET PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE NORTH 89 DEGREES 38 MINUTES 00 SECONDS EAST 196.19 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 00 SECONDS EAST 120.00 FEET PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE NORTH 89 DEGREES 38 MINUTES 00 SECONDS EAST 69.00 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 00 SECONDS EAST 200.91 FEET PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE SOUTH 45 DEGREES 25 MINUTES 44 SECONDS EAST 141.27 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 32 SECONDS EAST 200.91 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS EAST 267.41 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE SOUTH 44 DEGREES 59 MINUTES 49 SECONDS EAST 71.33 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 11 SECONDS EAST 200.03 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE NORTH 45 DEGREES 00 MINUTES 11 SECONDS EAST 70.11 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 28 SECONDS WEST 1740.31 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE NORTH 45 DEGREES 25 MINUTES 44 SECONDS WEST 106.18 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 00 SECONDS WEST 150.00 FEET; THENCE SOUTH 44 DEGREES 34 MINUTES 16 SECONDS WEST 105.95 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS EAST 259.59 FEET PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE SOUTH 89 DEGREES 38 MINUTES 00 SECONDS WEST 453.36 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 46 SECONDS EAST 718.36 FEET TO THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE AS CONVEYED TO THE CITY OF BLOOMINGTON IN A WARRANTY

EXHIBIT B (cont.)

DEED RECORDED AS DOCUMENT NO. 90-7848 IN THE MCLEAN COUNTY RECORDER OF DEEDS OFFICE; THENCE SOUTH 89 DEGREES 35 MINUTES 14 SECONDS EAST 852.13 FEET ON SAID SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE TO THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD AS CONVEYED TO THE CITY OF BLOOMINGTON IN SAID DOCUMENT NO. 90-7848; THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS EAST 1049.94 FEET ON THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD; THENCE NORTH 89 DEGREES 30 MINUTES 32 SECONDS EAST 17.00 FEET ON SAID RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS EAST 1572.23 FEET ON SAID RIGHT OF WAY LINE TO THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE NORTH 89 DEGREES 30 MINUTES 11 SECONDS WEST 2301.10 FEET ON SAID SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25 TO THE POINT OF BEGINNING' WITH ASSUMED BEARINGS GIVEN FOR DESCRIPTION PURPOSES ONLY, IN MCLEAN COUNTY, ILLINOIS.



PREPARED FOR:



**EASEMENT EXHIBIT A
AIRPORT ROAD AND
GENERAL ELECTRIC ROAD
BLOOMINGTON, ILLINOIS**

Engineering

28100 TORCH PARKWAY, STE.
WARRENVILLE, IL. 60555
TEL. 630-353-4000
FAX 630-353-7777

WWW.ENGINEERING.COM

TOWNSHIP
BLOOMINGTON CITY

TIER	RANGE
24N	2E

DEPARTMENT	ENGINEER/DESIGNER	DATE
CONTRACT	C. METER	

CONST.	C. METER
	DRAWN BY

2916	A. DI PILATO
NODE/LD NO.	CHECKED BY

1. Introduction 2. Background 3. Methodology 4. Results 5. Conclusion 6. References 7. Appendix 8. Glossary 9. Index 10. Table of Contents 11. Abstract 12. Summary 13. Key Words 14. Keywords 15. Subject Headings 16. Classification 17. Indexing 18. Abstracting 19. Indexing 20. Abstracting 21. Indexing 22. Abstracting 23. Indexing 24. Abstracting 25. Indexing 26. Abstracting 27. Indexing 28. Abstracting 29. Indexing 30. Abstracting 31. Indexing 32. Abstracting 33. Indexing 34. Abstracting 35. Indexing 36. Abstracting 37. Indexing 38. Abstracting 39. Indexing 40. Abstracting 41. Indexing 42. Abstracting 43. Indexing 44. Abstracting 45. Indexing 46. Abstracting 47. Indexing 48. Abstracting 49. Indexing 50. Abstracting 51. Indexing 52. Abstracting 53. Indexing 54. Abstracting 55. Indexing 56. Abstracting 57. Indexing 58. Abstracting 59. Indexing 60. Abstracting 61. Indexing 62. Abstracting 63. Indexing 64. Abstracting 65. Indexing 66. Abstracting 67. Indexing 68. Abstracting 69. Indexing 70. Abstracting 71. Indexing 72. Abstracting 73. Indexing 74. Abstracting 75. Indexing 76. Abstracting 77. Indexing 78. Abstracting 79. Indexing 80. Abstracting 81. Indexing 82. Abstracting 83. Indexing 84. Abstracting 85. Indexing 86. Abstracting 87. Indexing 88. Abstracting 89. Indexing 90. Abstracting 91. Indexing 92. Abstracting 93. Indexing 94. Abstracting 95. Indexing 96. Abstracting 97. Indexing 98. Abstracting 99. Indexing 100. Abstracting 101. Indexing 102. Abstracting 103. Indexing 104. Abstracting 105. Indexing 106. Abstracting 107. Indexing 108. Abstracting 109. Indexing 110. Abstracting 111. Indexing 112. Abstracting 113. Indexing 114. Abstracting 115. Indexing 116. Abstracting 117. Indexing 118. Abstracting 119. Indexing 120. Abstracting 121. Indexing 122. Abstracting 123. Indexing 124. Abstracting 125. Indexing 126. Abstracting 127. Indexing 128. Abstracting 129. Indexing 130. Abstracting 131. Indexing 132. Abstracting 133. Indexing 134. Abstracting 135. Indexing 136. Abstracting 137. Indexing 138. Abstracting 139. Indexing 140. Abstracting 141. Indexing 142. Abstracting 143. Indexing 144. Abstracting 145. Indexing 146. Abstracting 147. Indexing 148. Abstracting 149. Indexing 150. Abstracting 151. Indexing 152. Abstracting 153. Indexing 154. Abstracting 155. Indexing 156. Abstracting 157. Indexing 158. Abstracting 159. Indexing 160. Abstracting 161. Indexing 162. Abstracting 163. Indexing 164. Abstracting 165. Indexing 166. Abstracting 167. Indexing 168. Abstracting 169. Indexing 170. Abstracting 171. Indexing 172. Abstracting 173. Indexing 174. Abstracting 175. Indexing 176. Abstracting 177. Indexing 178. Abstracting 179. Indexing 180. Abstracting 181. Indexing 182. Abstracting 183. Indexing 184. Abstracting 185. Indexing 186. Abstracting 187. Indexing 188. Abstracting 189. Indexing 190. Abstracting 191. Indexing 192. Abstracting 193. Indexing 194. Abstracting 195. Indexing 196. Abstracting 197. Indexing 198. Abstracting 199. Indexing 200. Abstracting 201. Indexing 202. Abstracting 203. Indexing 204. Abstracting 205. Indexing 206. Abstracting 207. Indexing 208. Abstracting 209. Indexing 210. Abstracting 211. Indexing 212. Abstracting 213. Indexing 214. Abstracting 215. Indexing 216. Abstracting 217. Indexing 218. Abstracting 219. Indexing 220. Abstracting 221. Indexing 222. Abstracting 223. Indexing 224. Abstracting 225. Indexing 226. Abstracting 227. Indexing 228. Abstracting 229. Indexing 230. Abstracting 231. Indexing 232. Abstracting 233. Indexing 234. Abstracting 235. Indexing 236. Abstracting 237. Indexing 238. Abstracting 239. Indexing 240. Abstracting 241. Indexing 242. Abstracting 243. Indexing 244. Abstracting 245. Indexing 246. Abstracting 247. Indexing

CORROSION

APPROVED BY _____

DRAWING FILE NO.	B11
------------------	-----

1111

**EASEMENT
EXHIBIT A**

[illegible]







CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for the Fiscal Year 2025 General Sidewalk, Curb and Gutter Replacement Program (Bid #2025-08), in the Amount of \$904,622.85, 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

BACKGROUND: If approved, the City will enter into an agreement with George Gildner, Inc. ("George Gildner"), for the Fiscal Year ("FY") 2025 Sidewalk, Curb, and Gutter Replacement Program. The project includes ramp construction and midblock sidewalk replacement in areas of emphasis that include: completing mid-block improvements within the Meadowbrook Subdivision, 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).

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Thursday, August 8, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. George Gildner was the only bid opened on August 8. George Gildner was the sole bidder and is a local firm, 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 FY 2025 General Sidewalk, Curb and Gutter Replacement Program package included a Base Bid and two additive Alternate Bids for this project. The additive Alternative Bids were included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes the Base Bid and additive Alternate Bid #1 and #2 because it is within funding available in the Asphalt & Concrete Fund and will allow additional sidewalk concerns to be addressed.

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, other sidewalk repairs, and projects in which property owners voluntarily enter a 50 percent 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.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on July 15, 2024.

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with George Gildner, Inc., for the Fiscal Year 2025 General Sidewalk, Curb and Gutter Replacement Program (Bid #2025-08), in the Amount of \$904,622.85. If approved, a budget transfer will be processed to move \$300,000 from the Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560) to the Capital Improvement (Asphalt & Concrete) Fund-Sidewalk ARPA account (40120200-72560-75000). Payments for the contract will be distributed as outline below:

Capital Improvement (Asphalt & Concrete) Fund-Sidewalk ARPA account (40120200-72560-75000) - \$300,000

Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560) - \$604,622.85

Total = \$904,622.85

Stakeholders can locate this in the FY 2025 Budget Book titled: "Other Funds & Capital Improvement" on pages 83, 85, 225, 300, 305 and 306.

AMERICAN RESCUE PLAN FUNDING IMPACT: \$300,000 ARPA - See Financial Impact Section. The solicitation included all the additional ARPA funding requirements and additional documents needed to be acknowledged and signed.

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 3B Ordinance](#)

DOES 3C Ordinance Exhibit A - Agreement
DOES 3D Bid Tab

ORDINANCE NO. 2024 - ____

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR THE FISCAL YEAR 2025 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM (BID #2025-08), IN THE AMOUNT OF \$904,622.85

WHEREAS, the City of Bloomington (“City”) 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 are recommending an agreement with George Gildner, Inc., be approved for the Fiscal Year 2025 Sidewalk, Curb and Gutter Replacement Program (“PROJECT”), in the amount of \$904,622.85; and

WHEREAS, PROJECT consists of work necessary to install sidewalk and ramps 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 agreement.

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 stated in full.

SECTION 2. The City Manager, or designee, are authorized to execute the agreement (Exhibit A), and any other necessary documents. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the agreement amount, up to the contingency set forth in the agreement, to the extent the City Manager finds it to be in the City’s best interests.

SECTION 3. 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 4. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

SECTION 5. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 6. This Ordinance shall take effect immediately after passage.

PASSED this 26th day of August 2024.

APPROVED this ____ day of August 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH

George Gildner, Inc.

FOR

FY 2025 Sidewalk, Curb & Gutter Replacement Program

THIS AGREEMENT, dated this ____ day of August, 2024, 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:
2025-08: FY 2025 Sidewalk, Curb & Gutter Replacement Program (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 solely 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. 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 & 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:

George Gildner, Inc.
Attn: Steve Gildner
2301 Ireland Grove Rd PO
Bloomington, IL 61702-
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 J. Schermer
By: George J. Schermer
Its President

By: John C. Smith
Its Vice President

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.

This project consists primarily of the following major work items:

1. Approximately 35,900 SQ FT Sidewalk Removal
2. Approximately 31,000 SQ FT P.C.C. Sidewalk 4"
3. Approximately 4,300 SQ FT P.C.C. Sidewalk 6"
4. Approximately 80 SQ FT P.C.C. Sidewalk 8"
5. Approximately 3,900 SQ FT Sidewalk Reinforcement, Special
6. Also includes curb and gutter replacement, sidewalk ramps, saw cutting / grinding sidewalk, the 50 / 50 sidewalk program, and allowance pay items.

EXHIBIT B
COSTS/FEES

**EXHIBIT B
COSTS/FEES**

George Gildner, Inc. Bid 2025-08 FY 2025 Sidewalk, Curb & Gutter Replacement Program

Base Bid					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20200100	EARTH EXCAVATION	194	SF	\$2.50	\$485.00
42300200	PCC DRIVEWAY PAVEMENT, 6"	55	SY	\$108.00	\$5,940.00
42400100	PCC SIDEWALK, 4"	31035	SF	\$10.15	\$315,005.25
42400300	PCC SIDEWALK, 6"	4334	SF	\$11.35	\$49,190.90
42400410	PCC SIDEWALK, 8"	80	SF	\$12.50	\$1,000.00
42400800	DETECTABLE WARNINGS	92	SF	\$35.00	\$3,220.00
44000200	DRIVEWAY PAVEMENT REMOVAL	55	SY	\$33.00	\$1,815.00
44000600	SIDEWALK REMOVAL	35892	SF	\$3.10	\$111,265.20
52200900	RETAINING WALL (SPECIAL)	54	LF	\$100.00	\$5,400.00
60255500	MANHOLES TO BE ADJUSTED	1	EA	\$800.00	\$800.00
BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	204	SF	\$4.00	\$816.00
BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	32	IN-FT	\$40.00	\$1,280.00
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	3860	SF	\$2.00	\$7,720.00
COB42401	PCC SIDEWALK RAMP, 6"	433	SF	\$25.00	\$10,825.00
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	91	FT	\$15.00	\$1,365.00
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	91	FT	\$63.00	\$5,733.00
COB60605	BARRIER YARD CURB, SPECIAL	15	LF	\$85.00	\$1,275.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$19,000.00	\$19,000.00
20200100A	EARTH EXCAVATION - ALLOWANCE	200	SF	\$2.00	\$400.00
42300200A	PCC DRIVEWAY PAVEMENT, 6" - ALLOWANCE	50	SY	\$108.00	\$5,400.00
42400100A	PCC SIDEWALK, 4" - ALLOWANCE	6525	SF	\$10.25	\$66,881.25
42400300A	PCC SIDEWALK, 6" - ALLOWANCE	2175	SF	\$11.35	\$24,686.25
42400800A	DETECTABLE WARNINGS - ALLOWANCE	32	SF	\$35.00	\$1,120.00
44000200A	DRIVEWAY PAVEMENT REMOVAL - ALLOWANCE	50	SY	\$33.00	\$1,650.00
44000600A	SIDEWALK REMOVAL- ALLOWANCE	9000	SF	\$3.10	\$27,900.00
BLM00014A	SAW CUTTING/GRINDING SIDEWALK, SPECIAL - ALLOWANCE	50	IN-FT	\$40.00	\$2,000.00
BLM00015A	SIDEWALK REINFORCEMENT, SPECIAL - ALLOWANCE	1200	SF	\$2.00	\$2,400.00
COB42401A	PCC SIDEWALK RAMP, 6" - ALLOWANCE	300	SF	\$25.00	\$7,500.00
COB60605A	BARRIER YARD CURB, SPECIAL - ALLOWANCE	100	LF	\$65.00	\$6,500.00
COB70100A	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE	1	LS	\$5,000.00	\$5,000.00
COB80000A	CONTINGENCY ALLOWANCE	1	L SUM	\$20,000.00	\$20,000.00
COB80000	CONTINGENCY	1	L SUM	\$25,000.00	\$25,000.00
COB90000	50-50 SIDEWALK PROGRAM	1	L SUM	\$50,000.00	\$50,000.00
SUBTOTAL					\$788,572.85

Additive Alternate 1					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42400100A	PCC SIDEWALK, 4" - ALLOWANCE	2610	SF	\$10.75	\$28,057.50
42400300A	PCC SIDEWALK, 6" - ALLOWANCE	870	SF	\$12.25	\$10,657.50
44000600A	SIDEWALK REMOVAL- ALLOWANCE	3480	SF	\$3.25	\$11,310.00
COB70100A	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE	1	LS	\$3,000.00	\$3,000.00
COB80000A	CONTINGENCY ALLOWANCE	1	L SUM	\$5,000.00	\$5,000.00
SUBTOTAL					\$58,025.00
Additive Alternate 2					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42400100A	PCC SIDEWALK, 4" - ALLOWANCE	2610	SF	\$10.75	\$28,057.50
42400300A	PCC SIDEWALK, 6" - ALLOWANCE	870	SF	\$12.25	\$10,657.50
44000600A	SIDEWALK REMOVAL- ALLOWANCE	3480	SF	\$3.25	\$11,310.00
COB70100A	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE	1	LS	\$3,000.00	\$3,000.00
COB80000A	CONTINGENCY ALLOWANCE	1	L SUM	\$5,000.00	\$5,000.00
SUBTOTAL					\$58,025.00
				TOTAL	\$904,622.85



EVALUATION TABULATION

ITB No. Bid #2025-08

FY 2025 Sidewalk, Curb & Gutter Replacement Program

RESPONSE DEADLINE: August 8, 2024 at 10:00 am

Report Generated: Thursday, August 8, 2024

SELECTED VENDOR TOTALS

Vendor	Total
George Gildner Inc.	\$904,622.85

FY 2025 SIDEWALK, CURB & GUTTER REPLACEMENT PROGRAM

Base Bid Please note that bidders must put in pricing for the Base Bid and two Alternate Bids in order to be considered responsive. The contingency items in the base bid and alternates shall be used for unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

FY 2025 Sidewalk, Curb & Gutter Replacement Program						George Gildner Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	
X	20200100	EARTH EXCAVATION	194	SF	\$2.50	\$485.00	
X	42300200	PCC DRIVEWAY PAVEMENT, 6"	55	SY	\$108.00	\$5,940.00	
X	42400100	PCC SIDEWALK, 4"	31035	SF	\$10.15	\$315,005.25	
X	42400300	PCC SIDEWALK, 6"	4334	SF	\$11.35	\$49,190.90	
X	42400410	PCC SIDEWALK, 8"	80	SF	\$12.50	\$1,000.00	
X	42400800	DETECTABLE WARNINGS	92	SF	\$35.00	\$3,220.00	

EVALUATION TABULATION
ITB No. Bid #2025-08
FY 2025 Sidewalk, Curb & Gutter Replacement Program

FY 2025 Sidewalk, Curb & Gutter Replacement Program						George Gildner Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	
X	44000200	DRIVEWAY PAVEMENT REMOVAL	55	SY	\$33.00	\$1,815.00	
X	44000600	SIDEWALK REMOVAL	35892	SF	\$3.10	\$111,265.20	
X	52200900	RETAINING WALL (SPECIAL)	54	LF	\$100.00	\$5,400.00	
X	60255500	MANHOLES TO BE ADJUSTED	1	EA	\$800.00	\$800.00	
X	BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	204	SF	\$4.00	\$816.00	
X	BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	32	IN-FT	\$40.00	\$1,280.00	
X	BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	3860	SF	\$2.00	\$7,720.00	
X	COB42401	PCC SIDEWALK RAMP, 6"	433	SF	\$25.00	\$10,825.00	
X	COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	91	FT	\$15.00	\$1,365.00	
X	COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	91	FT	\$63.00	\$5,733.00	
X	COB60605	BARRIER YARD CURB, SPECIAL	15	LF	\$85.00	\$1,275.00	
X	COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$19,000.00	\$19,000.00	
X	20200100A	EARTH EXCAVATION - ALLOWANCE	200	SF	\$2.00	\$400.00	
X	42300200A	PCC DRIVEWAY PAVEMENT, 6" - ALLOWANCE	50	SY	\$108.00	\$5,400.00	
X	42400100A	PCC SIDEWALK, 4" - ALLOWANCE	6525	SF	\$10.25	\$66,881.25	

EVALUATION TABULATION
 ITB No. Bid #2025-08
 FY 2025 Sidewalk, Curb & Gutter Replacement Program

FY 2025 Sidewalk, Curb & Gutter Replacement Program				George Gildner Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	42400300A	PCC SIDEWALK, 6" - ALLOWANCE	2175	SF	\$11.35	\$24,686.25
X	42400800A	DETECTABLE WARNINGS - ALLOWANCE	32	SF	\$35.00	\$1,120.00
X	44000200A	DRIVEWAY PAVEMENT REMOVAL - ALLOWANCE	50	SY	\$33.00	\$1,650.00
X	44000600A	SIDEWALK REMOVAL - ALLOWANCE	9000	SF	\$3.10	\$27,900.00
X	BLM00014A	SAW CUTTING/GRINDING SIDEWALK, SPECIAL - ALLOWANCE	50	IN-FT	\$40.00	\$2,000.00
X	BLM00015A	SIDEWALK REINFORCEMENT, SPECIAL - ALLOWANCE	1200	SF	\$2.00	\$2,400.00
X	COB42401A	PCC SIDEWALK RAMP, 6" - ALLOWANCE	300	SF	\$25.00	\$7,500.00
X	COB60605A	BARRIER YARD CURB, SPECIAL - ALLOWANCE	100	LF	\$65.00	\$6,500.00
X	COB70100A	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE	1	LS	\$5,000.00	\$5,000.00
Total						\$693,572.85

EVALUATION TABULATION

ITB No. Bid #2025-08

FY 2025 Sidewalk, Curb & Gutter Replacement Program

FY 2025 SIDEWALK, CURB & GUTTER REPLACEMENT PROGRAM

Base Bid Contingency Amounts

FY 2025 Sidewalk, Curb & Gutter Replacement Program					
Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc. Unit Cost Total
X	COB80000A	CONTINGENCY ALLOWANCE	1	L SUM	\$20,000.00 \$20,000.00
X	COB800000	CONTINGENCY	1	L SUM	\$25,000.00 \$25,000.00
X	COB900000	50-50 SIDEWALK PROGRAM	1	L SUM	\$50,000.00 \$50,000.00
Total					\$95,000.00

FY 2025 SIDEWALK, CURB & GUTTER REPLACEMENT PROGRAM

Alternate Bid #1 The contingency item included in the bid shall be used for unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

FY 2025 Sidewalk, Curb & Gutter Replacement Program					
Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc. Unit Cost Total
X	42400100A	PCC SIDEWALK, 4" - ALLOWANCE	2610	SF	\$10.75 \$28,057.50
X	42400300A	PCC SIDEWALK, 6" - ALLOWANCE	870	SF	\$12.25 \$10,657.50
X	44000600A	SIDEWALK REMOVAL - ALLOWANCE	3480	SF	\$3.25 \$11,310.00
X	COB70100A	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE	1	LS	\$3,000.00 \$3,000.00
Total					\$53,025.00

EVALUATION TABULATION

Invitation to Bid - FY 2025 Sidewalk, Curb & Gutter Replacement Program

EVALUATION TABULATION

ITB No. Bid #2025-08

FY 2025 Sidewalk, Curb & Gutter Replacement Program

FY 2025 SIDEWALK, CURB & GUTTER REPLACEMENT PROGRAM

Alternate Bid #1 - Contingency Allowance

FY 2025 Sidewalk, Curb & Gutter Replacement Program					
Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc. Unit Cost Total
X	COB80000A	CONTINGENCY ALLOWANCE	1	L SUM	\$5,000.00 \$5,000.00
Total					\$5,000.00

FY 2025 SIDEWALK, CURB & GUTTER REPLACEMENT PROGRAM

Alternate Bid #2 The contingency item included in the bid shall be used for unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

FY 2025 Sidewalk, Curb & Gutter Replacement Program					
Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc. Unit Cost Total
X	42400100A	PCC SIDEWALK, 4" - ALLOWANCE	2610	SF	\$10.75 \$28,057.50
X	42400300A	PCC SIDEWALK, 6" - ALLOWANCE	870	SF	\$12.25 \$10,657.50
X	44000600A	SIDEWALK REMOVAL- ALLOWANCE	3480	SF	\$3.25 \$11,310.00
X	COB70100A	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE	1	LS	\$3,000.00 \$3,000.00
Total					\$53,025.00

EVALUATION TABULATION

Invitation to Bid - FY 2025 Sidewalk, Curb & Gutter Replacement Program

FY 2025 SIDEWALK, CURB & GUTTER REPLACEMENT PROGRAM

Alternate Bid #2 - Contingency Allowance

FY 2025 Sidewalk, Curb & Gutter Replacement Program					
Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc. Total
X	COB80000A	Contingency Allowance	1	L Sum	\$5,000.00
Total					\$5,000.00



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: Ward 9 and Ward 3

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for the Fiscal Year 2025 Concrete Subdivision Program (Bid #2025-09), in the Amount of \$1,114,879.00, 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

BACKGROUND: If approved, the City will enter into an agreement with George Gildner, Inc. ("George Gildner"), for the Fiscal Year 2025 ("FY") Concrete Subdivision Program. The project includes improvements to Old Jamestown Road, Monterey Road, and Creek Side Road within the Eagle Creek Subdivision and Golden Eagle South Subdivision. Improvements include pavement repair, resurfacing, and sidewalk ramp replacement.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:05 AM on Thursday, August 8, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. George Gildner was the lowest responsible bidder among the three bids opened on August 8. 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 FY 2025 Concrete Subdivision Program package included a Base Bid and four additive Alternate Bids. The additive Alternate Bids were included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes the Base Bid and additive Alternate Bid #1, Alternate Bid #2, and Alternate Bid #3, because it is within the funding available in the Asphalt & Concrete Fund and will allow additional roadway work to be completed.

The Concrete Subdivision Program is designed to provide for the repair or reconstruction of residential concrete streets that are in disrepair. Concrete streets are susceptible to scaling, cracking, faulting (vertical displacement), and joint failure, and require a different approach to maintenance than streets that are paved with asphalt that can be resurfaced with new asphalt.

Information about the City of Bloomington streets is maintained in a Geographic Information System 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.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on July 15, 2024.

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with George Gildner, Inc., for the Fiscal Year 2025 Concrete Subdivision Program (Bid #2025-09), in the Amount of \$1,114,879.00. This will be paid from the Capital Improvement (Asphalt & Concrete) Fund - Street Construction & Improvements account (40120200-72530). Although over the \$1,000,000 budgeted for this item, other items have come in at or under budget in this fund to date for FY 2025. If approved, a budget transfer will be processed to move \$1,000,000 from Capital Improvement (Asphalt & Concrete) Fund - Sidewalks (40120200-72560) to Capital Improvement (Asphalt & Concrete) Fund - Street Construction & Improvements account (40120200-72530). A budget transfer to move \$684,146.65 from Capital Improvement (Asphalt & Concrete) Fund - Contribution to Fund Balance (40120200-79196) to Capital Improvement (Asphalt & Concrete) Fund - Street Construction & Improvements account (40120200-72530). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 85, 225, 300, 303 and 304.

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 through the transportation network)

Respectfully submitted for consideration.

Prepared by: Brock Sutton, Engineer

ATTACHMENTS:

DOES 4B Ordinance
DOES 4C Ordinance Exhibit A - Agreement
DOES 4D Bid Tab
DOES 4E Location Map

ORDINANCE NO. 2024 - ____

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR THE FISCAL YEAR 2025 CONCRETE SUBDIVISION PROGRAM (BID #2025-09), IN THE AMOUNT OF \$1,114,879.00

WHEREAS, the City of Bloomington (“City”) 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 are recommending an agreement with George Gildner, Inc. be approved for the Fiscal Year 2025 Concrete Subdivision Program (“PROJECT”), in the amount of \$1,114,879.00; and

WHEREAS, PROJECT consists of work necessary to repair various roadways, sidewalks, and a contingency line item; and

WHEREAS, the City Council finds it in the best interest of the City to approve the agreement.

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 reference as if stated in full.

SECTION 2. The City Manager, or a designee, are authorized to execute the agreement (Exhibit A), and any other necessary documents. The City Manager, or a designee, are further authorized to approve any changes to the work or increases in the agreement amount, up to the contingency set forth in the agreement, to the extent the City Manager finds it to be in the City’s best interests.

SECTION 3. 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 4. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

SECTION 5. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 6. This Ordinance shall take effect immediately after passage.

PASSED this 26th day of August 2024.

APPROVED this ____ day of August 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
George Gildner, Inc.

FOR
FY 2025 Concrete Subdivision Program

THIS AGREEMENT, dated this ____ day of August, 2024, 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:
2025-09: FY 2025 Concrete Subdivision Program (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 solely 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. 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 & 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:

George Gildner, Inc.
Attn: Steve Gildner
2301 Ireland Grove Rd PO
Bloomington, IL 61702-
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.

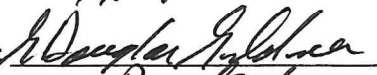
IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR 
By: 
Its President

By: 
Its Vice president

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 proposed improvements for the base bid include:

1. Class B Patching on Old Jamestown Road and Monterey Road.
2. Portland Cement Concrete Surface Removal, Variable Depth on Old Jamestown Road.
3. Placement of HMA Sand Mix, N50, IL-4.75, 0.75" & Varies and Poly HMA SC, SMA, N80, 1.5" & Varies.
4. Sidewalk removal and replacement at the intersection of Auburn Road and Old Jamestown Road.
5. Sidewalk removal and replacement at various intersections along Monterey Road located within the Base Bid limits.

The proposed improvements for the additive alternate bids include Class B patching and various sidewalk removal and replacement on Monterey Road and Creek Side Road.

EXHIBIT B
COSTS/FEES

**EXHIBIT B
COSTS/FEES**

George Gildner, Inc. Bid 2025-09 FY 2025 Concrete Subdivision Program

Base Bid					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
COB25001	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	79	SQ FT	\$7.00	\$553.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	396	SQ YD	\$3.25	\$1,287.00
COB20200	EARTH EXCAVATION, SPECIAL	33	SQ FT	\$10.00	\$330.00
35800200	AGGREGATE BASE REPAIR	264	TON	\$108.00	\$28,512.00
40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	1512	POUND	\$4.40	\$6,652.80
40600985	PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT	165	SQ YD	\$27.50	\$4,537.50
40603153	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80	300	TON	\$220.00	\$66,000.00
40800029	BITUMINOUS MATERIALS (TACK COAT)	756	POUND	\$2.75	\$2,079.00
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	624	SQ FT	\$11.00	\$6,864.00
42400800	DETECTABLE WARNINGS	82	SQ FT	\$35.00	\$2,870.00
COB42401	PORTLAND CEMENT CONCRETE SIDEWALK RAMP, 6 INCH	509	SQ FT	\$25.00	\$12,725.00
44000600	SIDEWALK REMOVAL	1132	SQ FT	\$3.25	\$3,679.00
44200909	CLASS B PATCHES, TYPE III, 6 INCH	135	SQ YD	\$170.00	\$22,950.00
44200911	CLASS B PATCHES, TYPE IV, 6 INCH	1845	SQ YD	\$139.00	\$256,455.00
44213200	SAW CUTS	13200	FOOT	\$3.50	\$46,200.00
44213204	TIE BARS 3/4"	2376	EACH	\$4.50	\$10,692.00
60266600	VALVE BOXES TO BE ADJUSTED	3	EACH	\$500.00	\$1,500.00
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	163	FOOT	\$16.00	\$2,608.00
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	63	FOOT	\$70.00	\$4,410.00
COB70000	SPEED HUMP (SPECIAL)	3	EACH	\$13,200.00	\$39,600.00
78000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	276	FOOT	\$10.00	\$2,760.00
78000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	216	FOOT	\$20.00	\$4,320.00
COB70100	TRAFFIC CONTROL & PROTECTION, COMPLETE	1	L SUM	\$45,000.00	\$45,000.00
X4400100	PORTLAND CEMENT CONCRETE SURFACE REMOVAL (VARIABLE DEPTH)	3360	SQ YD	\$11.47	\$38,539.20
Z0033700	LONGITUDINAL JOINT SEALANT	300	FOOT	\$42.35	\$12,705.00
COB40600	SAND MIX, N50, IL-4.75	145	TON	\$250.00	\$36,250.00
COB00620	CONTINGENCY	1	L SUM	\$85,000.00	\$85,000.00
SUBTOTAL					\$745,078.50

Additive Alternate 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	159	SQ YD	\$3.25	\$516.75
COB20200	EARTH EXCAVATION, SPECIAL	10	SQ FT	\$10.00	\$100.00
35800200	AGGREGATE BASE REPAIR	106	TON	\$108.00	\$11,448.00
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	76	SQ FT	\$11.00	\$836.00
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	4	SQ FT	\$12.00	\$48.00
42400800	DETECTABLE WARNINGS	24	SQ FT	\$35.00	\$840.00
COB42401	PORTLAND CEMENT CONCRETE SIDEWALK RAMP, 6 INCH	167	SQ FT	\$25.00	\$4,175.00
44000600	SIDEWALK REMOVAL	237	SQ FT	\$3.25	\$770.25
44200909	CLASS B PATCHES, TYPE III, 6 INCH	75	SQ YD	\$170.00	\$12,750.00
44200911	CLASS B PATCHES, TYPE IV, 6 INCH	720	SQ YD	\$139.00	\$100,080.00
44213200	SAW CUTS	5300	FOOT	\$5.00	\$26,500.00
44213204	TIE BARS 3/4"	954	EACH	\$4.50	\$4,293.00
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	22	FOOT	\$16.00	\$352.00
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	22	FOOT	\$70.00	\$1,540.00
COB70100	TRAFFIC CONTROL & PROTECTION, COMPLETE	1	L SUM	\$10,000.00	\$10,000.00
COB00620	CONTINGENCY	1	L SUM	\$23,000.00	\$23,000.00
SUBTOTAL					\$197,249.00

Additive Alternate 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	63	SQ YD	\$3.25	\$204.75
35800200	AGGEGATE BASE REPAIR	42	TON	\$108.00	\$4,536.00
44200911	CLASS B PATCHES, TYPE IV, 6 INCH	315	SQ YD	\$139.00	\$43,785.00
44213200	SAW CUTS	2100	FOOT	\$5.00	\$10,500.00
44213204	TIE BARS 3/4"	378	EACH	\$4.50	\$1,701.00
COB70100	TRAFFIC CONTROL & PROTECTION, COMPLETE	1	L SUM	\$5,000.00	\$5,000.00
COB00620	CONTINGENCY	1	L SUM	\$9,000.00	\$9,000.00
SUBTOTAL					\$74,726.75

Additive Alternate 3					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	78	SQ YD	\$3.25	\$253.50
COB20200	EARTH EXCAVATION, SPECIAL	7	SQ FT	\$10.00	\$70.00
35800200	AGGREGATE BASE REPAIR	52	TON	\$108.00	\$5,616.00
42400800	DETECTABLE WARNINGS	24	SQ FT	\$35.00	\$840.00
COB42401	PORTLAND CEMENT CONCRETE SIDEWALK RAMP, 6 INCH	115	SQ FT	\$25.00	\$2,875.00
44000600	SIDEWALK REMOVAL	109	SQ FT	\$3.25	\$354.25
44200911	CLASS B PATCHES, TYPE IV, 6 INCH	390	SQ YD	\$139.00	\$54,210.00
44213200	SAW CUTS	2600	FOOT	\$5.00	\$13,000.00
44213204	TIE BARS 3/4"	468	EACH	\$4.50	\$2,106.00
COB70100	TRAFFIC CONTROL & PROTECTION, COMPLETE	1	L SUM	\$7,500.00	\$7,500.00
COB00620	CONTINGENCY	1	L SUM	\$11,000.00	\$11,000.00
SUBTOTAL					\$97,824.75
				TOTAL	\$1,114,879.00



EVALUATION TABULATION

ITB No. Bid #2025-09

FY 2025 Concrete Subdivision

RESPONSE DEADLINE: August 8, 2024 at 10:05 am

Report Generated: Friday, August 9, 2024

SELECTED VENDOR TOTALS

Vendor	Total
George Gildner Inc.	\$1,267,028.00
Stark Excavating, Inc	\$1,292,587.00
Rowe Construction, a Div of UCM, Inc.	\$1,674,458.94

BID #2025-09 CONCRETE SUBDIVISION

Base Bid Please note that bidders must put in pricing for the Base Bid and two Alternate Bids in order to be considered responsive. The contingency item included in the bid shall be used for unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

Bid #2025-09 Concrete Subdivision						George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure		Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	COB25001	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	79	SQ FT		\$7.00	\$553.00	\$21.23	\$1,677.17	\$40.00	\$3,160.00

EVALUATION TABULATION
ITB No. Bid #2025-09
FY 2025 Concrete Subdivision

Bid #2025-09 Concrete Subdivision					George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	396	SQ YD	\$3.25	\$1,287.00	\$4.23	\$1,675.08	\$2.00	\$792.00
X	COB20200	EARTH EXCAVATION, SPECIAL	33	SQ FT	\$10.00	\$330.00	\$30.37	\$1,002.21	\$12.00	\$396.00
X	35800200	AGGREGATE BASE REPAIR	264	TON	\$108.00	\$28,512.00	\$138.98	\$36,690.72	\$114.00	\$30,096.00
X	40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	1512	POUND	\$4.40	\$6,652.80	\$4.00	\$6,048.00	\$5.00	\$7,560.00
X	40600985	PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT	165	SQ YD	\$27.50	\$4,537.50	\$25.00	\$4,125.00	\$30.00	\$4,950.00
X	40603153	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80	300	TON	\$220.00	\$66,000.00	\$200.00	\$60,000.00	\$290.00	\$87,000.00
X	40800029	BITUMINOUS MATERIALS (TACK COAT)	756	POUND	\$2.75	\$2,079.00	\$2.50	\$1,890.00	\$3.00	\$2,268.00

EVALUATION TABULATION
 ITB No. Bid #2025-09
 FY 2025 Concrete Subdivision

Bid #2025-09 Concrete Subdivision					George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	624	SQ FT	\$11.00	\$6,864.00	\$12.25	\$7,644.00	\$25.00	\$15,600.00
X	42400800	DETECTABLE WARNINGS	82	SQ FT	\$35.00	\$2,870.00	\$39.65	\$3,251.30	\$38.00	\$3,116.00
X	COB42401	PORTLAND CEMENT CONCRETE SIDEWALK RAMP, 6 INCH	509	SQ FT	\$25.00	\$12,725.00	\$21.01	\$10,694.09	\$35.00	\$17,815.00
X	44000600	SIDEWALK REMOVAL	1132	SQ FT	\$3.25	\$3,679.00	\$9.30	\$10,527.60	\$5.00	\$5,660.00
X	44200909	CLASS B PATCHES, TYPE III, 6 INCH	135	SQ YD	\$170.00	\$22,950.00	\$233.92	\$31,579.20	\$162.00	\$21,870.00
X	44200911	CLASS B PATCHES, TYPE IV, 6 INCH	1845	SQ YD	\$139.00	\$256,455.00	\$231.19	\$426,545.55	\$120.00	\$221,400.00
X	44213200	SAW CUTS	13200	FOOT	\$3.50	\$46,200.00	\$3.47	\$45,804.00	\$3.00	\$39,600.00
X	44213204	TIE BARS 3/4"	2376	EACH	\$4.50	\$10,692.00	\$23.06	\$54,790.56	\$22.00	\$52,272.00
X	60266600	VALVE BOXES TO BE ADJUSTED	3	EACH	\$500.00	\$1,500.00	\$939.33	\$2,817.99	\$204.00	\$612.00

EVALUATION TABULATION
 ITB No. Bid #2025-09
 FY 2025 Concrete Subdivision

Bid #2025-09 Concrete Subdivision						George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure		Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	163	FOOT		\$16.00	\$2,608.00	\$39.81	\$6,489.03	\$25.00	\$4,075.00
X	COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	63	FOOT		\$70.00	\$4,410.00	\$77.48	\$4,881.24	\$120.00	\$7,560.00
X	COB70000	SPEED HUMP (SPECIAL)	3	EACH		\$13,200.00	\$39,600.00	\$12,000.00	\$36,000.00	\$15,000.00	\$45,000.00
X	78000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	276	FOOT		\$10.00	\$2,760.00	\$22.68	\$6,259.68	\$22.00	\$6,072.00
X	78000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	216	FOOT		\$20.00	\$4,320.00	\$46.20	\$9,979.20	\$44.00	\$9,504.00
X	COB70100	TRAFFIC CONTROL & PROTECTION, COMPLETE	1	L SUM		\$45,000.00	\$45,000.00	\$10,000.00	\$10,000.00	\$34,000.00	\$34,000.00

EVALUATION TABULATION
 ITB No. Bid #2025-09
 FY 2025 Concrete Subdivision

Bid #2025-09 Concrete Subdivision					George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	X4400100	PORTLAND CEMENT CONCRETE SURFACE REMOVAL (VARIABLE DEPTH)	3360	SQ YD	\$11.47	\$38,539.20	\$10.43	\$35,044.80	\$13.00	\$43,680.00
X	Z0033700	LONGITUDINAL JOINT SEALANT	300	FOOT	\$42.35	\$12,705.00	\$38.50	\$11,550.00	\$40.00	\$12,000.00
X	COB40600	SAND MIX, N50, IL-4.75	145	TON	\$250.00	\$36,250.00	\$225.00	\$32,625.00	\$230.00	\$33,350.00
Total						\$660,078.50		\$859,591.42		\$709,408.00

BID #2025-09 CONCRETE SUBDIVISION

Base Bid Contingency

Bid #2025-09 Concrete Subdivision										
				George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	COB00620	CONTINGENCY	1	L SUM	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00
Total						\$85,000.00		\$85,000.00		\$85,000.00

EVALUATION TABULATION

ITB No. Bid #2025-09

FY 2025 Concrete Subdivision

BID #2025-09 CONCRETE SUBDIVISION

Alternate Bid #1

Bid #2025-09 Concrete Subdivision					George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	159	SQ YD	\$3.25	\$516.75	\$4.23	\$672.57	\$2.00	\$318.00
X	COB20200	EARTH EXCAVATION, SPECIAL	10	SQ FT	\$10.00	\$100.00	\$30.37	\$303.70	\$38.00	\$380.00
X	35800200	AGGREGATE BASE REPAIR	106	TON	\$108.00	\$11,448.00	\$138.98	\$14,731.88	\$120.00	\$12,720.00
X	42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	76	SQ FT	\$11.00	\$836.00	\$12.28	\$933.28	\$30.00	\$2,280.00
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	4	SQ FT	\$12.00	\$48.00	\$11.55	\$46.20	\$118.00	\$472.00
X	42400800	DETECTABLE WARNINGS	24	SQ FT	\$35.00	\$840.00	\$39.65	\$951.60	\$38.00	\$912.00
X	COB42401	PORTLAND CEMENT CONCRETE SIDEWALK RAMP, 6 INCH	167	SQ FT	\$25.00	\$4,175.00	\$21.01	\$3,508.67	\$34.00	\$5,678.00

EVALUATION TABULATION

Invitation to Bid - FY 2025 Concrete Subdivision

Page 6

EVALUATION TABULATION
ITB No. Bid #2025-09
FY 2025 Concrete Subdivision

Bid #2025-09 Concrete Subdivision							George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	44000600	SIDEWALK REMOVAL	237	SQ FT	\$3.25	\$770.25	\$9.30	\$2,204.10	\$4.00	\$948.00		
X	44200909	CLASS B PATCHES, TYPE III, 6 INCH	75	SQ YD	\$170.00	\$12,750.00	\$233.92	\$17,544.00	\$180.00	\$13,500.00		
X	44200911	CLASS B PATCHES, TYPE IV, 6 INCH	720	SQ YD	\$139.00	\$100,080.00	\$231.19	\$166,456.80	\$115.00	\$82,800.00		
X	44213200	SAW CUTS	5300	FOOT	\$5.00	\$26,500.00	\$3.47	\$18,391.00	\$2.65	\$14,045.00		
X	44213204	TIE BARS 3/4"	954	EACH	\$4.50	\$4,293.00	\$23.06	\$21,999.24	\$20.00	\$19,080.00		
X	COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	22	FOOT	\$16.00	\$352.00	\$39.81	\$875.82	\$40.00	\$880.00		
X	COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	22	FOOT	\$70.00	\$1,540.00	\$77.48	\$1,704.56	\$120.00	\$2,640.00		
X	COB70100	TRAFFIC CONTROL & PROTECTION, COMPLETE	1	L SUM	\$10,000.00	\$10,000.00	\$3,556.61	\$3,556.61	\$10,000.00	\$10,000.00		
Total						\$174,249.00		\$253,880.03		\$166,653.00		

EVALUATION TABULATION
 ITB No. Bid #2025-09
 FY 2025 Concrete Subdivision

BID #2025-09 CONCRETE SUBDIVISION

Alternate Bid #1 Contingency

Bid #2025-09 Concrete Subdivision					George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	COB00620	CONTINGENCY	1	L SUM	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00
Total						\$23,000.00		\$23,000.00		\$23,000.00

BID #2025-09 CONCRETE SUBDIVISION

Alternate Bid #2

Bid #2025-09 Concrete Subdivision					George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	63	SQ YD	\$3.25	\$204.75	\$4.23	\$266.49	\$3.00	\$189.00
X	35800200	AGGEGATE BASE REPAIR	42	TON	\$108.00	\$4,536.00	\$138.98	\$5,837.16	\$118.00	\$4,956.00
X	44200911	CLASS B PATCHES, TYPE IV, 6 INCH	315	SQ YD	\$139.00	\$43,785.00	\$231.19	\$72,824.85	\$117.00	\$36,855.00
X	44213200	SAW CUTS	2100	FOOT	\$5.00	\$10,500.00	\$3.47	\$7,287.00	\$2.65	\$5,565.00
X	44213204	TIE BARS 3/4"	378	EACH	\$4.50	\$1,701.00	\$23.06	\$8,716.68	\$22.00	\$8,316.00
X	COB70100	TRAFFIC CONTROL & PROTECTION, COMPLETE	1	L SUM	\$5,000.00	\$5,000.00	\$1,802.32	\$1,802.32	\$6,500.00	\$6,500.00

EVALUATION TABULATION
 ITB No. Bid #2025-09
 FY 2025 Concrete Subdivision

Bid #2025-09 Concrete Subdivision											
Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc		
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Total						\$65,726.75			\$96,734.50		\$62,381.00

BID #2025-09 CONCRETE SUBDIVISION

Alternate Bid #2 Contingency

Bid #2025-09 Concrete Subdivision										
				George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	COB00620	CONTINGENCY	1	L SUM	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
Total						\$9,000.00		\$9,000.00		\$9,000.00

BID #2025-09 CONCRETE SUBDIVISION

Alternate Bid #3

Bld #2025-09 Concrete Subdivision					George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	78	SQ.YD	\$3.25	\$253.50	\$4.23	\$329.94	\$3.00	\$234.00
X	COB20200	EARTH EXCAVATION, SPECIAL	7	SQ.FT	\$10.00	\$70.00	\$30.37	\$212.59	\$27.00	\$189.00
X	35800200	AGGREGATE BASE REPAIR	52	TON	\$108.00	\$5,616.00	\$138.98	\$7,226.96	\$118.00	\$6,136.00
X	42400800	DETECTABLE WARNINGS	24	SQ.FT	\$35.00	\$840.00	\$39.65	\$951.60	\$36.00	\$864.00

EVALUATION TABULATION

Invitation to Bid - FY 2025 Concrete Subdivision

EVALUATION TABULATION
 ITB No. Bid #2025-09
 FY 2025 Concrete Subdivision

Bld #2025-09 Concrete Subdivision					George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	COB42401	PORTLAND CEMENT CONCRETE SIDEWALK RAMP, 6 INCH	115	SQ FT	\$25.00	\$2,875.00	\$11.45	\$1,316.75	\$40.00	\$4,600.00
X	44000600	SIDEWALK REMOVAL	109	SQ FT	\$3.25	\$354.25	\$9.30	\$1,013.70	\$8.00	\$872.00
X	44200911	CLASS B PATCHES, TYPE IV, 6 INCH	390	SQ YD	\$139.00	\$54,210.00	\$231.19	\$90,164.10	\$118.00	\$46,020.00
X	44213200	SAW CUTS	2600	FOOT	\$5.00	\$13,000.00	\$3.47	\$9,022.00	\$2.65	\$6,890.00
X	44213204	TIE BARS 3/4"	468	EACH	\$4.50	\$2,106.00	\$23.06	\$10,792.08	\$22.00	\$10,296.00
X	COB70100	TRAFFIC CONTROL & PROTECTION, COMPLETE	1	L SUM	\$7,500.00	\$7,500.00	\$1,802.32	\$1,802.32	\$8,400.00	\$8,400.00
Total						\$86,824.75		\$122,832.04		\$84,501.00

BID #2025-09 CONCRETE SUBDIVISION

Alternate Bid #3 Contingency

Bid #2025-09 Concrete Subdivision										
				George Gildner Inc.			Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	COB00620	CONTINGENCY	1	L SUM	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
Total						\$11,000.00		\$11,000.00		\$11,000.00

EVALUATION TABULATION
 ITB No. Bid #2025-09
 FY 2025 Concrete Subdivision

BID #2025-09 CONCRETE SUBDIVISION

Alternate Bid #4

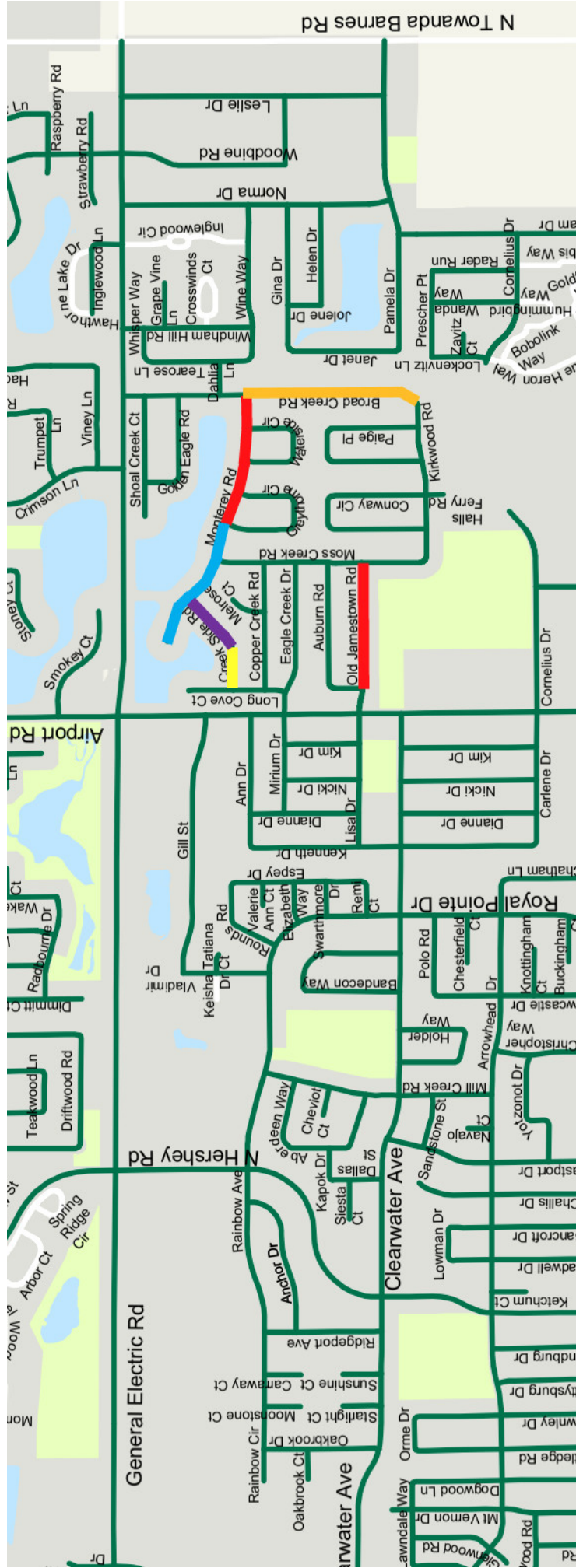
Bid #2025-09 Concrete Subdivision					George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	126	SQ YD	\$2.50	\$315.00	\$4.23	\$532.98	\$3.00	\$378.00
X	35800200	AGGREGATE BASE REPAIR	84	TON	\$108.00	\$9,072.00	\$138.98	\$11,674.32	\$112.00	\$9,408.00
X	44200909	CLASS B PATCHES, TYPE III, 6 INCH	90	SQ YD	\$170.00	\$15,300.00	\$233.92	\$21,052.80	\$180.00	\$16,200.00
X	44200911	CLASS B PATCHES, TYPE IV, 6 INCH	540	SQ YD	\$139.00	\$75,060.00	\$231.19	\$124,842.60	\$116.00	\$62,640.00
X	44213200	SAW CUTS	4200	FOOT	\$5.00	\$21,000.00	\$3.47	\$14,574.00	\$2.65	\$11,130.00
X	44213204	TIE BARS 3/4"	756	EACH	\$4.50	\$3,402.00	\$23.06	\$17,433.36	\$23.00	\$17,388.00
X	COB70100	TRAFFIC CONTROL & PROTECTION, COMPLETE	1	L SUM	\$10,000.00	\$10,000.00	\$5,310.89	\$5,310.89	\$6,500.00	\$6,500.00
Total						\$134,149.00		\$195,420.95		\$123,644.00

BID #2025-09 CONCRETE SUBDIVISION

Alternate Bid #4 Contingency

Bid #2025-09 Concrete Subdivision					George Gildner Inc.		Rowe Construction, a Div of UCM, Inc.		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	COB00620	CONTINGENCY	1	L SUM	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
Total						\$18,000.00		\$18,000.00		\$18,000.00

LOCATION MAP



LEGEND

- BASE BID
- ALTERNATE 1
- ALTERNATE 2
- ALTERNATE 3
- ALTERNATE 4



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: Ward 5

SUBJECT: Consideration and Action on an Ordinance Approving the Final Plat of R.M. Campbell's Subdivision 2nd Addition, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

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

BACKGROUND: The Petitioner, LJ Bloomington, LLC, is requesting approval of a Final Plat for the R.M. Campbell's Subdivision 2nd Addition, which consists of one lot of record and one outlot and is located at the southeast corner of General Electric Road and Hershey Road.

The property is identified by the Parcel Identification Number (PIN) 14-36-126-027 and will maintain the previously established utility easements along General Electric Road and Hershey Road. The parcel currently exists as grass with the north portion of the parcel falling within a recognized flood zone which will be encompassed by the proposed outlot. The parcel is zoned B-2 (Local Commercial District), and the proposed development is for a learning center/daycare which will be placed on the southern portion of the property. The parcel is within the corporate limits of the City of Bloomington.

Tap-on fees are required as part of the final plat. A tap-on fee is a fee paid by the landowner/developer so that the City can recoup costs to install public infrastructure. See the attached tap-on memo for additional information.

The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and qualifies for the Expedited Final Plat procedure set forth in Section 24-305F of the City code. City staff have no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: LJ Bloomington, LLC (Owner), Molly Robinson (Developer)

FINANCIAL IMPACT: The Property Owner and Developer paid all survey, plat, and tap-on costs. See tap-on attachment for additional information. Approval of the Final Plat will facilitate investment in vacant property.

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 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-1.5 (Plan for appropriate and safe access to major surface transportation facilities, including arterial and collector streets), and Goal ED-1. (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

[DOES 2B Ordinance](#)

[DOES 2C Ordinance Exhibit B - Final Plat](#)

[DOES 2D Owners Petition](#)

[DOES 2E Final Plat Checklist](#)

[DOES 2F Final Plat Map](#)

[DOES 2G Tap On Memo](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF
R.M. CAMPBELL'S SUBDIVISION 2ND ADDITION**

WHEREAS, a Petition for approval of the Final Plat of R.M. Campbell's Subdivision 2nd Addition dated August 9, 2024, legally described in Exhibit A and depicted in Exhibit B, attached hereto and made a part hereof by this reference, was filed with the City Clerk; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the City Code; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the City Code; and

WHEREAS, the requested Final Plat qualifies for the Expedited Final Plat procedure set forth in Section 24-305F of the City Code.

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 stated in full.

SECTION 2. The Final Plat of R.M. Campbell's Subdivision 2nd Addition dated August 9, 2024, legally described in Exhibit A and depicted in Exhibit B, is hereby approved, subject to minor technical modifications. All required supportive documents and certificates shall be received and properly executed or this approval is null and void. Tap-on fees are due prior to recording.

SECTION 3. 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 4. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

PASSED this 26th day of August 2024.

APPROVED this ____ day of August 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A
LEGAL DESCRIPTION

Part of Outlot B in R.M. Campbell's Subdivision First Addition to the City of Bloomington, according to the plat thereof recorded May 1, 1991 as Document No. 91-7791, in McLean County, Illinois more particularly described as follows:

Beginning at the Southeast Corner of said Outlot B; thence on the South and West Lines of said Outlot B the following four (4) courses: 1.) North 89 degrees 31 minutes 46 seconds West 188.60 feet; 2.) North 00 degrees 16 minutes 38 seconds West 157.00 feet; 3.) North 89 degrees 31 minutes 46 seconds West 247.00 feet; 4.) North 00 degrees 16 minutes 36 seconds West 445.86 feet to the south corner of land described in a deed to the City of Bloomington, Illinois, as recorded in Document Number 97-19067 in the McLean County Recorder's Office; thence on the Southeasterly Line of said land North 35 degrees 30 minutes 44 seconds East 8.55 feet to a point on the North Line of said Outlot B; thence on the North Line thereof South 89 degrees 31 minutes 46 seconds East 430.60 feet to the Northeast Corner of said Outlot B, thence on the East Line of said Outlot B, South 00 degrees 16 minutes 38 seconds East 609.86 feet to the Point of Beginning, in McLean County, Illinois. Excepting therefrom:

Part of Outlot B in R.M. Campbell's Subdivision First Addition to the City of Bloomington, according to the plat thereof recorded May 1, 1991 as Document No. 91-7791, in McLean County, Illinois, more particularly described as follows:

A part of the Northwest Quarter of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Lot 2 in R.M. Campbell's Subdivision First Addition to the City of Bloomington, Illinois, according to the plat thereof recorded May 1, 1991 as Document No. 91-7791 in the McLean County Recorder's Office. From said Point of Beginning, thence south 157.00 feet along the East Line of said Lot 2 which forms an angle of 90 degrees 44 minutes 52 seconds as measured from west to south with the North Line of said Lot 2 to the Southeast Corner thereof; thence east 188.60 feet along the South Line of Outlot B in said R.M. Campbell's Subdivision First Addition which forms an angle to the right of 90 degrees 44 minutes 52 seconds with the last described course to the Southeast Corner thereof; thence north 157.00 feet along the East Line of said Outlot B which forms an angle to the right of 89 degrees 15 minutes 08 seconds with the last described course to the easterly extension of the North Line of said lot 2; thence west 188.60 feet along said easterly extension which forms an angle to the right of 90 degrees 44 minutes 52 seconds with the last described course to the Point of Beginning, in McLean County, Illinois.

EXISTING PIN: 14-36-126-027

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

Now comes LJ Bloomington, LLC, hereinafter referred to as
"Petitioner", respectfully representing and requesting as follows:

1. That your Petitioners are the owner of the freehold or lesser estate therein of the Property hereinafter legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said property;
2. That your Petitioners seek approval of the Final Plat for the subdivision of said property to be known and described as R.M. Campbell's Subdivision Second Addition;
3. That your Petitioners also seek approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none;

WHEREFORE, your Petitioners respectfully pray that said Final Plat for R.M. Campbell's Subdivision Second Addition, submitted herewith, be approved with the exemptions and/or variations as requested herein.

OWNER: LJ
Bloomington LLC

BY:

Its: Manager

BY:

Its: Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

Now comes LJ Bloomington, LLC, hereinafter referred to as
"Petitioner", respectfully representing and requesting as follows:

1. That your Petitioners are the owner of the freehold or lesser estate thereinof the Property hereinafter legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said property;
2. That your Petitioners seek approval of the Final Plat for the subdivision of said property to be known and described as R.M. Campbell's Subdivision Second Addition;
3. That your Petitioners also seek approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none;

WHEREFORE, your Petitioners respectfully pray that said Final Plat for R.M. Campbell's Subdivision Second Addition, submitted herewith, be approved with the exemptions and/or variations as requested herein.

OWNER: LJ
Bloomington LLC

BY:

Its: Manager

BY:


Its: Manager

Exhibit A

Part of Outlot B in R.M. Campbell's Subdivision First Addition to the City of Bloomington, according to the plat thereof recorded May 1, 1991 as Document No. 91-7791, in McLean County, Illinois more particularly described as follows:

Beginning at the Southeast Corner of said Outlot B; thence on the South and West Lines of said Outlot B the following four (4) courses: 1.) North 89 degrees 31 minutes 46 seconds West 188.60 feet; 2.) North 00 degrees 16 minutes 38 seconds West 157.00 feet; 3.) North 89 degrees 31 minutes 46 seconds West 247.00 feet; 4.) North 00 degrees 16 minutes 36 seconds West 445.86 feet to the south corner of land described in a deed to the City of Bloomington, Illinois, as recorded in Document Number 97-19067 in the McLean County Recorder's Office; thence on the Southeasterly Line of said land North 35 degrees 30 minutes 44 seconds East

8.55 feet to a point on the North Line of said Outlot B; thence on the North Line thereof South 89 degrees 31 minutes 46 seconds East 430.60 feet to the Northeast Corner of said Outlot B, thence on the East Line of said Outlot B, South 00 degrees 16 minutes 38 seconds East 609.86 feet to the Point of Beginning, in McLean County, Illinois. Excepting therefrom:

Part of Outlot B in R.M. Campbell's Subdivision First Addition to the City of Bloomington, according to the plat thereof recorded May 1, 1991 as Document No. 91-7791, in McLean County, Illinois, more particularly described as follows:

A part of the Northwest Quarter of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Lot 2 in R.M. Campbell's Subdivision First Addition to the City of Bloomington, Illinois, according to the plat thereof recorded May 1, 1991 as Document No. 91-7791 in the McLean County Recorder's Office. From said Point of Beginning, thence south 157.00 feet along the East Line of said Lot 2 which forms an angle of 90 degrees 44 minutes 52 seconds as measured from west to south with the North Line of said Lot 2 to the Southeast Corner thereof; thence east 188.60 feet along the South Line of Outlot B in said R.M. Campbell's Subdivision First Addition which forms an angle to the right of 90 degrees 44 minutes 52 seconds with the last described course to the Southeast Corner thereof; thence north 157.00 feet along the East Line of said Outlot B which forms an angle to the right of 89 degrees 15 minutes 08 seconds with the last described course to the easterly extension of the North Line of said lot 2; thence west 188.60 feet along said easterly extension which forms an angle to the right of 90 degrees 44 minutes 52 seconds with the last described course to the Point of Beginning, in McLean County, Illinois.

PIN 14-36-126-027



LJ Bloomington, LLC (R.M. Campbell's Subdivision 2nd Addition)

Date Prepared: 08/14/2024

Shown on Final Plat:		Initial
	Easements shown for all public improvements	N/A
	City Engineer's Signature Block	SIL
	Clerk's Signature Block	SIL
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SIL
	References to nearest street lines, Township, Sections lines, or monuments.	SIL
	Name of Subdivision	SIL
	Legal Description	SIL
	Existing Parcel Id Number (PIN)	SIL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SIL
	Total Acreage	SIL
	Street Names	SIL
	Proposed Lot numbers (consecutively numbered)	SIL
The following shall be provided:		
	School District Certificate	Not yet
	County Clerk's Certificate	Not yet
	Owner's Certificate	Not yet
	Drainage Statement	Not yet
	Owner's Petition	SIL
	Ordinance	SIL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	SIL
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	SIL
	Plans for all public improvements approved by DOES	N/A

R.M. Campbell's Subdivision 2nd Addition



Date: 8/7/2024



MEMORANDUM

Date: August 9, 2024
 To: Alissa Pemberton, City Planner
 From: Steven J. Law, P.E.
 Re: **R.M. Campbell's Subdivision 2nd Addition**
 Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **R.M. Campbell's Subdivision 2nd Addition**. The final plat is scheduled for Council consideration at the August 26, 2024 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due prior to final plat recording:

		<u>Fund Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Road Water Main	50100120-57320	\$4,306.00	\$13,563.90	\$17,869.90
2	Hershey Road (Substandard Road Fee)	20300300-57490			\$24,826.05
	Total				\$42,695.95

Parcel area: 4.528 Acres

Frontage on: General Electric Road – 430.6 Feet; Hershey Road – 445.86' – 330.39' (Outlot) =
115.47 Feet

- 1) 430.6' at \$10/LF from Aug. 1979. Used simple interest**.
- 2) 115.47' x \$215.00/LF = \$24,826.05

** Interest calculated based on the lower of 7% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

B: Performance Guarantee

Not Applicable.

Bonds/Guarantees must be in the form(s) and language provided by City Code. Potential bond reductions will be explored as the project items are completed and accepted by the City.

C: Bond for the Improvement of Adjacent Substandard Street

Not Applicable.

cc: Wayne Carl, Director of Operations and Engineering Services
 Kevin Kothe, City Engineer
 Bob Yehl, Assistant City Engineer
 Chris Tomerlin, Finance
 file



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: Ward 5

SUBJECT: Consideration and Action on an Ordinance Approving a Public Hearing Site Plan to Allow a Child Day-Care Center in the B-2 (Local Commercial) District, for the Property Located at 1609 Hershey Road (PIN: 14-36-126-027), as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

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

BACKGROUND: The Applicant, Farmhouse Early Learning & Development Center and David Bluford (owner), is requesting approval of a Public Hearing Site Plan to allow a Child Day-Care Center use on the property located at 1609 Hershey Road.

Summary of Request:

- The proposed Child Day-Care Center use would occupy currently vacant land.
- A Public Hearing Site Plan is required for this use in the B-2 (Local Commercial) District.
- The facility would consist of a one-story building at approximately 10,353 square feet.
- Sufficient off-street parking has been provided (37 spaces).

On Wednesday, August 7, 2024, the Planning Commission held a public hearing, found the request met the standards for approval, and voted 8-0 to recommend approval of the Public Hearing Site Plan to the City Council, subject to providing bicycle parking.

Note: the address of the property since the Planning Commission meeting has been updated from 2001 General Electric Road to 1609 Hershey Road to account for the planned access.

Additionally, the land is currently platted as an Outlot and will also need a subdivision approved by City Council to create a buildable lot. This subdivision has been submitted for approval and is attached to this Ordinance to provide context to the included Site Plan; minor modifications and corrections may occur prior to final approval of the Plat which is *not* part of the subject Ordinance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, July 22, 2024, and courtesy notices were mailed to 14 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved, the location may generate additional Property Tax Revenues. In addition, construction materials may generate additional sales tax.

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).

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Ordinance Exhibit B - DRAFT Final Plat](#)

[E&CD 1D Ordinance Exhibit C - Site Plan](#)

[E&CD 1E Staff Report](#)

[E&CD 1F PC Draft Minutes](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE APPROVING A SITE PLAN FOR A CHILD DAY-CARE CENTER IN THE
B-2 (LOCAL COMMERCIAL) DISTRICT, FOR THE PROPERTY KNOWN AS 1609
HERSHEY ROAD (PIN: 14-36-126-027)**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting a Public Hearing Site Plan Review for a Child Day-Care Center for the property known as 1609 Hershey Road, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, a Draft Final Plat, illustrated in Exhibit “B” and hereinafter referred to as “Plat”, which is attached hereto and made part hereof by this reference, has been submitted for approval and is substantially complete; and

WHEREAS, said request included a Site Plan, illustrated in Exhibit “C” and hereinafter referred to as “Plan”, which is attached hereto and made part hereof by this reference (all Lots referenced shall include any subdivisions thereof); and

WHEREAS, the Planning Commission, after proper notice was given, conducted a public hearing on said request; and

WHEREAS, the Planning Commission, following said public hearing, made findings of fact that such Plan meets the standards and objectives for which the Code is designed, as set forth in Bloomington City Code § 44-1709; and

WHEREAS, the Planning Commission voted to recommend that the City Council pass this Ordinance, with the Condition that bicycle parking be provided, is approved; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Site Plan.

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

SECTION 1. That the above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. That the Site Plan for a Child Day-Care Center on the property known as 1609 Hershey Road, legally described in Exhibit “A” and illustrated in Exhibit “C”, is hereby approved (all Lots referenced shall include any subdivisions thereof).

SECTION 3. 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 4. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. 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 6. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 26th day of August 2024.

APPROVED this _____ day of August 2024.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

ADDRESS: 1609 Hershey Road

Part of Outlot B in R.M. Campbell's Subdivision First Addition to the City of Bloomington, according to the plat thereof recorded May 1, 1991 as Document No. 91-7791, in McLean County, Illinois more particularly described as follows:

Beginning at the Southeast Corner of said Outlot B; thence on the South and West Lines of said Outlot B the following four (4) courses: 1.) North 89 degrees 31 minutes 46 seconds West 188.60 feet; 2.) North 00 degrees 16 minutes 38 seconds West 157.00 feet; 3.) North 89 degrees 31 minutes 46 seconds West 247.00 feet; 4.) North 00 degrees 16 minutes 36 seconds West 445.86 feet to the south corner of land described in a deed to the City of Bloomington, Illinois, as recorded in Document Number 97-19067 in the McLean County Recorder's Office; thence on the Southeasterly Line of said land North 35 degrees 30 minutes 44 seconds East 8.55 feet to a point on the North Line of said Outlot B; thence on the North Line thereof South 89 degrees 31 minutes 46 seconds East 430.60 feet to the Northeast Corner of said Outlot B, thence on the East Line of said Outlot B, South 00 degrees 16 minutes 38 seconds East 609.86 feet to the Point of Beginning, in McLean County, Illinois. Excepting therefrom:

Part of Outlot B in R.M. Campbell's Subdivision First Addition to the City of Bloomington, according to the plat thereof recorded May 1, 1991 as Document No. 91-7791, in McLean County, Illinois, more particularly described as follows:

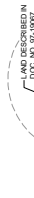
A part of the Northwest Quarter of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Lot 2 in R.M. Campbell's Subdivision First Addition to the City of Bloomington, Illinois, according to the plat thereof recorded May 1, 1991 as Document No. 91-7791 in the McLean County Recorder's Office. From said Point of Beginning, thence south 157.00 feet along the East Line of said Lot 2 which forms an angle of 90 degrees 44 minutes 52 seconds as measured from west to south with the North Line of said Lot 2 to the Southeast Corner thereof; thence east 188.60 feet along the South Line of Outlot B in said R.M. Campbell's Subdivision First Addition which forms an angle to the right of 90 degrees 44 minutes 52 seconds with the last described course to the Southeast Corner thereof; thence north 157.00 feet along the East Line of said Outlot B which forms an angle to the right of 89 degrees 15 minutes 08 seconds with the last described course to the easterly extension of the North Line of said lot 2; thence west 188.60 feet along said easterly extension which forms an angle to the right of 90 degrees 44 minutes 52 seconds with the last described course to the Point of Beginning, in McLean County, Illinois.

PIN: 14-36-126-027



www.f-w.com
Engineers | Architects | Surveyors | Scientists



SURVEYOR'S DECLARATION

Part of Outlot B in R.M. Campbell's Subdivision First Addition to the City of Bloomington, according to the plat thereon recorded May 1, 1991 as Document No. 91-7791, in McLean County, Illinois more particularly described as follows:

Beginning at the Southeast Corner of said Outlot B, thence on the South and West Lines of said Outlot B the following four (4) courses: 1) North 89 degrees 31 minutes 46 seconds West 188.60 feet; 2) North 00 degrees 16 minutes 38 seconds West 157.00 feet; 3) North 89 degrees 31 minutes 46 seconds West 247.00 feet; 4) North 00 degrees 16 minutes 38 seconds West 448.86 feet to the south corner of the land described in a deed to the City of Bloomington, Illinois, as recorded in Document Number 97-19067 in the McLean County Recorder's Office.

855; thence on the Southeastly Line of said land North 35 degrees 30 minutes 44 seconds East 01 feet to the Southeastly Line of said land North 35 degrees 30 minutes 44 seconds East 01 feet to a point on the North Line of said Outlot B, thence on the North Line thereof South 88 degrees 31 minutes 46 seconds East 430.00 feet to the Northeast Corner of said Outlot B, thence on the East Line of said Outlot B, South 00 degrees 16 minutes 38 seconds East 509.86 feet to the Point of Beginning, in McLean County, Illinois, E. & following therefrom:

Part of Outlot B in R.M. Campbell's Subdivision First Addition to the City of Bloomington, according to the plat thereof recorded May 1, 1991 as Document No. 91-7791, in McLean County, Illinois, more particularly described as follows:

A part of the Northwest Quarter of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Lot 2 in R.M. Campbell's Subdivision First Addition to the City of Bloomington, Illinois, according to the plat thereof recorded May 1, 1901, as Document No. 101, 77-01 in the

McLean County Recorder's Office. From said Point of Beginning, thence south 157°00' feet along the East Line of said Lot 2 which forms an angle of 90 degrees 44 minutes 52 seconds measured from west to south with the North Line of said Lot 2 to the Southeast Corner thereof; thence east 186°60' feet along the South Line of Outlot B in said R.M. Campbell's Subdivision First Addition, which forms an angle of the right of 90 degrees 44 minutes 52 seconds with the last described course, to the Southwest Corner thereof; thence north 157°00' feet

along the East Line of said Outlot B which forms an angle to the right of 89 degrees 15 minutes 08 seconds with the last described course to the easterly extension of the North Line of said lot 2, thence west 188.60 feet along the East Line of said Outlot B which forms an angle to the right of 90 degrees 44 minutes 52 seconds with the last described course to the Point of Beginning, in McLean County, Illinois.

This property contains 4.528 acres, more or less and has been subdivided into 1 lot, numbered 3, 1 Outlot, numbered 4 and easements as shown. Said Subdivision is to be known as "R.M. Campbell's Subdivision Second Addition" in the City of Bloomington, McLean County, Illinois.

A portion of this subdivision lies within Zone A (Special Flood Hazard Area) according to the Federal Emergency Management Agency's Flood Insurance Rate Maps for McLean County, Illinois, Community No. 170490, Map No. 17113C0314E and Map No. 17113C0318E dated July 16, 2008. A portion of this subdivision lies in Zone X (Shaded), 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with a average depth less than one foot or with drainage areas of less than one square mile. The remainder of the property lies in Zone X (Unshaded), 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with a average depth less than one foot or with drainage areas of less than one square mile.

W/area of Minimal Flood Hazard)

Witness my hand and seal this 30th day of July, 2024.

ROBERT J. MCINTOSH

FARNSWORTH GROUP, INC.

3223
PROFESSIONAL
LAND SURVEYOR
STATE OF
ILLINOIS

By: KH 100
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704
DATE: 7-30-24
STAMPS: BLOOMINGTON, ILLINOIS

Robert J. Molinoash
Professional Land Surveyor No. 3223
EXP. DATE: 11-30-2024
DESIGN FIRM REGISTRATION
NO. 184-001856

Notes:

1. The address of this property is 2001 GE Road, Bloomington, IL PIN 14-98-128-027.

2. A non-exclusive easement for the benefit of parcels 1 and 2 as created by Warranty Deed dated November 13, 2015 and recorded November 20, 2015 as Document No. 2015-21900 from Bloomington East Gate Associates, L.P., aka Bloomington East Gate Associates, an Illinois limited partnership to Rod Storage 32 (Bloomington) LLC, an Illinois limited liability company for the purpose of stormwater

3. The field work was performed on this site on January 8, 2024.
4. Final Corners will be set within one year per State of Illinois Statute runoff and drainage.

Owner:
L-J-Bloomington, LLC
502 Sunset Dr.

Developer:
Molly Robinson
2701 North Pointe Drive
Kansas City, MO 64112

CITY CLERK'S CERTIFICATE
Bloomington, IL 61704

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby foregoing is a true and complete copy of an original _____ presented, approved at a regular meeting of said City Council, held on the _____ day of _____, 20____, and the affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays as follows: _____

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2024.

CITY ENGINEER'S CERTIFICATE

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

Improvements described in the annexed plat and the plans and specifications therefor meet the minimum requirements of the City of Bloomington, Illinois, this _____ day of _____, 2024.

City Engineer
Bloomington, Illinois

BLOOMINGTON, ILLINOIS

0231801.01



10

0231801.01

TYPICAL EXTERIOR WALL BRICK, STONE AND SIDING ON WOOD FRAMED WALLS.
SEE WALL SECTION AND STRUCTURAL DETAILS FOR DETAILS.

TYPICAL INTERIOR LOAD-BEARING WALL. REFER TO WALL TAGS ON PLAN FOR SIZES AND SHEET T.I.P. FOR DETAILS.

TYPICAL INTERIOR NON-BEARING WALL. STUDS AT 16" O.C. WITH 5/8" GYPSUM BOARD ON BOTH SIDES - SEE DET. 16.

TYPICAL INTERIOR NON-BEARING WALL. STUDS AT 16" O.C. WITH 5/8" GYPSUM BOARD ON BOTH SIDES & 1/2" BATT INSULATION (OPTION).

JOB NUMBER: 23258
CHECKED BY: RNC

CALBERT
DESIGN GROUP
2950 CHEROKEE ST., NW, SUITE 600
KENNESAW, GA 30144 — 404-699-5001
INFO@CALBERTDESIGN.COM



The Farmhouse
Early Learning & Development Center
2001 General Electric Rd
Bloomington Illinois 61704

PROJECT LOCATION:
The Farmhouse ELC
2001 General Electric Rd
Bloomington Illinois 61704

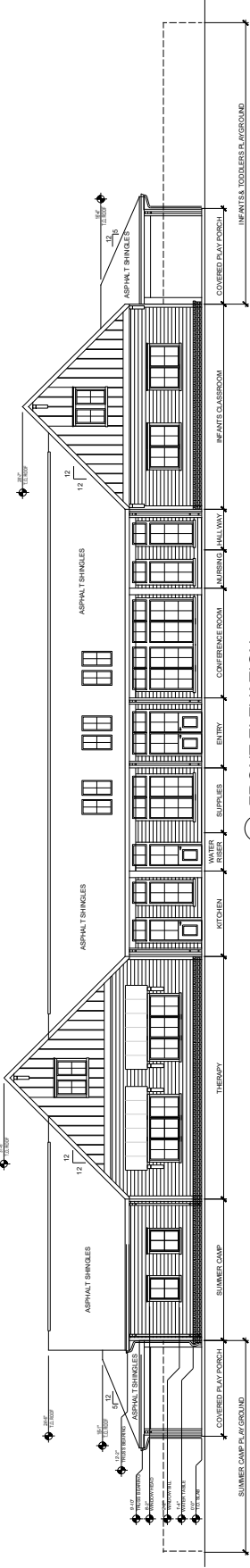
REVISIONS
DATE DESCRIPTION

REVISIONS	DATE	DESCRIPTION

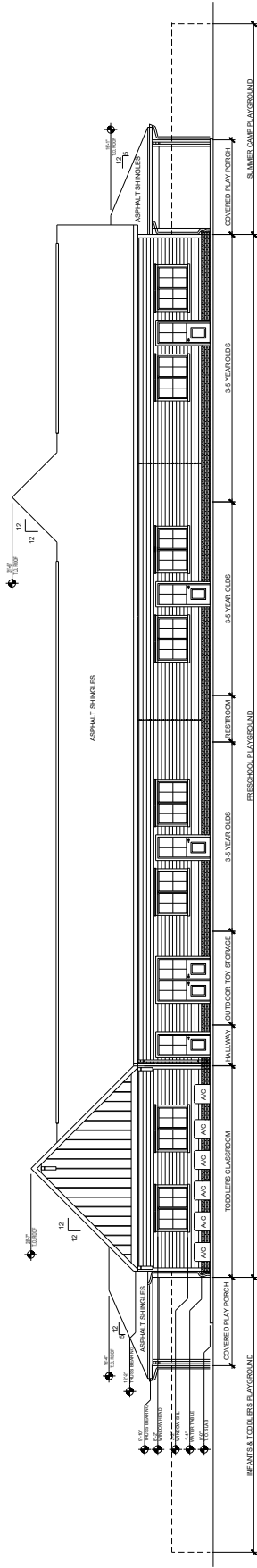
EXTERIOR ELEVATIONS

A2.1

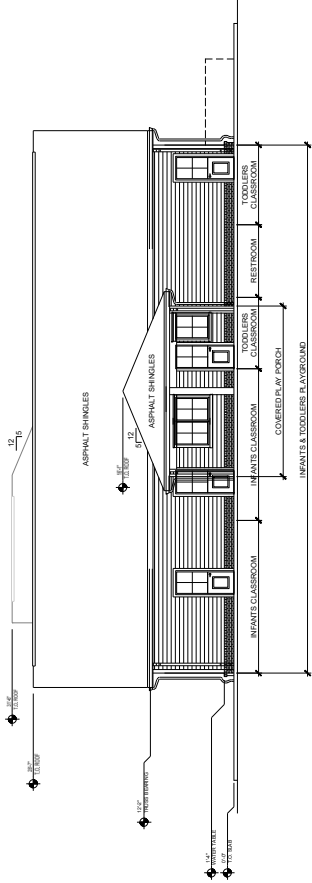
DATE: 01/30/2024



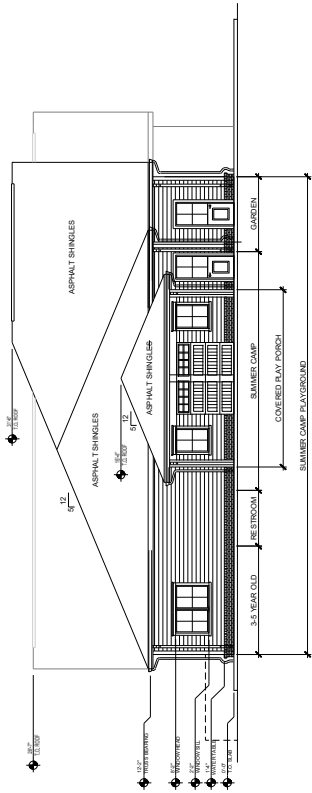
1 FRONT ELEVATION
1/8" = 1'-0"



2 REAR ELEVATION
1/8" = 1'-0"



3 RIGHT SIDE ELEVATION
1/8" = 1'-0"



4 LEFT SIDE ELEVATION
1/8" = 1'-0"



PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	August 7, 2024
CASE NO:	PR-02-24, Public Hearing Site Plan Review
REQUEST:	Public hearing, review, and action on a petition submitted by The Farmhouse Early Learning & Development Center and David Bluford (owner), requesting approval of a Public Hearing Site Plan to allow a Child Day-Care Center in the B-2 (Local Commercial) District for the property located at 2001 General Electric Road, in Bloomington, PIN: 14-36-126-027.

BACKGROUND

Request:
The Applicant is requesting a Public Hearing Site Plan Review to develop a Child Day-Care Center use on the subject property.

The Applicant proposes a construction plan to develop a one-story, 10,353 + square foot facility with associated vehicle parking and various amenities at the site. Public Hearing Site Plan Review is required in the B-2 (Local Commercial) District.

Property Characteristics:
The subject property consists of one parcel, totaling roughly 4.55 + acres (198,198 + square feet) of land, located on the southeast corner of Hershey Road and General Electric Road. The site is currently vacant. The parcel is not currently accessible by vehicles as there are no curb cuts along either street frontage. The surrounding properties on three sides are located within the M-2 (Restricted Manufacturing) District zoning. The A (Agricultural) District is located to the north. The surrounding land uses consist of a mix of both Office and Manufacturing uses, a Child Day-Care Center, and the Constitution Trail.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, July 22, 2024. Courtesy notices were mailed to 14 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	A (Agriculture)	Constitution Trail
South	M-1 (Restricted Manufacturing)	Child Day-Care Center
East	M-1 (Restricted Manufacturing)	Manufacturing Facility
West	M-1 (Restricted Manufacturing)	Offices

ANALYSIS

Description of Current Zoning District

The intent of this B-2 Local Commercial District is to provide retail, commercial and service establishments, including retail stores and personal service facilities, which serve the frequently recurring needs of surrounding local employment areas and residential neighborhoods. In addition to serving commercial purposes, this district encourages a mix of land uses, continued community investment through infill and site renovations, and a development form that supports mixed transportation modes, such as bicycle, pedestrian, and public transportation in addition to personal vehicles. Neighborhood shopping centers, particularly with a supermarket as a principal or anchor tenant, are appropriate at prominent intersections. The protection of surrounding residential properties from adverse impacts is a primary focus of this district.

Subject Code Requirements

§ 44-503A. Site dimensions table. All development in Business Districts must comply with the requirements in Tables 503A and 503B and Diagram 503A unless otherwise expressly stated. These items have been met. The site does not adjoin any residential district.

Table 503A: Bulk and Site Standards B-1, B-2 and C-1 Districts								
District	Lot Characteristics		Site Design			Development Intensity		
	Minimum Lot Width (W)	Minimum Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Floor Area Ratio (FAR)	Maximum Building Height	
			Min.	Min.	Min.		Feet	Stories
B-1	—	—	—	Minimum 5 feet or 1/3 of building height for buildings > 3 stories		0.8		
B-2	—	—	—	Minimum 5 feet		0.5	30 feet	2
C-1	—	—	20 feet	Min. 5 feet or 1/3 of building height for buildings > 3 stories	20 feet	1.0		

Compliance with the Comprehensive Plan

The subject properties are identified as “Neighborhood Commercial” in the Future Land Use Map. The Land Use Priorities map does not specifically identify the site, although vacant and under-utilized land available for infill development is generally considered “Tier 1”. Approval of the Site Plan aligns with the following goals of the Comprehensive Plan: Goal N-1 (Enhance the livability of all Bloomington neighborhoods) and Goal ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Parking Requirements

The Applicant has indicated a total of 37 overall parking spaces at the site, including two accessible spaces. Section 44-1208 of the Code requires 24 spaces for the proposed Child Day-Care Center use (one space per employee).

Mobility and Circulation

Pedestrian circulation has been addressed within the scope of the project area by the Applicant by providing direct pedestrian access along the public sidewalk on the Hershey Road frontage. Internal vehicle circulation should be adequate, and all parking spaces and aisles meet standard requirements. The proposed site will have only one curb cut along Hershey Road for vehicle entry and exit. Required bicycle parking was not identified on the site plan but should be provided.

Landscaping & Screening

Landscaping shown on the site plan, including perimeter parking lot landscaping, complies with § 44-1307. Also, the proposed trash enclosure is shown to be appropriately screened in accordance with section § 44-1308-E. A proposed fence surrounding a portion of the building is identified as chain link. This should be updated to reflect a material supported by the Code, as chain link is not a permitted fence material in the B-2 District.

Other Items

The Applicant will be required to meet all Public Works and Engineering requirements, including stormwater detention. The proposed vehicular curb cut will also need to be approved by the Department of Engineering and Operations Services (DOES). Engineering staff reviewed the preliminary site plan and expressed no concern for compliance.

STANDARDS FOR REVIEW - PUBLIC HEARING SITE PLAN

Ch. 44, 17-9 Public hearing site plan review

The Planning Commission shall hold at least one public hearing on any proposed Public Hearing Site Plan and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Site Plan is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

- 1. The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.**

The proposed development is not incompatible with the existing development in the area. The site has been vacant for several years.

- 2. The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.**

The proposed use will not have adverse impacts on the development of adjoining land. The use is permitted within the zoning district and will be compatible with the uses of the surrounding properties. The building and landscaping shall comply with Code requirements.

- 3. The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.**

The site is accessible by improved streets connected to the existing street system. The proposed curb cut along Hershey Road will need to meet Public Works requirements.

- 4. The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.**

The surrounding properties contain a mixture of compatible uses. Establishing a Child Day-Care Center use at the site would be complementary to the existing surrounding uses.

STAFF RECOMMENDATION

Staff finds that the application generally *meets* the standards for site plan review and *recommends its approval*. Staff recommends that the Commission take the following actions:

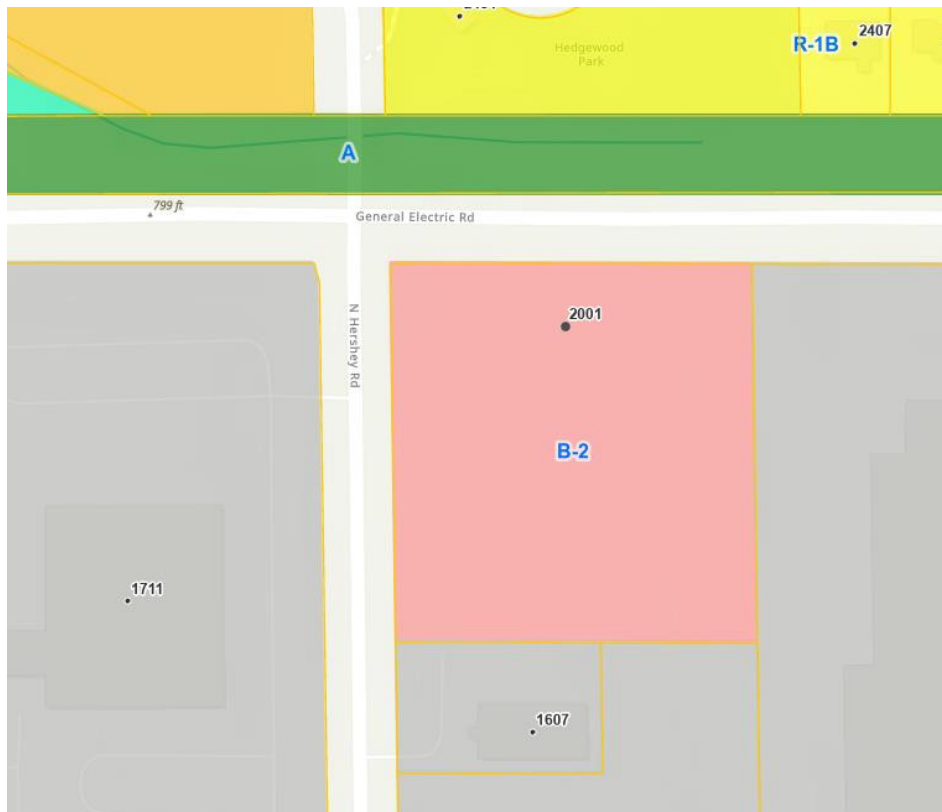
Motion to establish findings of fact that the Site Plan meets the standards and objectives for which the Code is designed and recommend that City Council approve the Site Plan for the property located at 2001 General Electric Road, subject to providing bicycle parking and appropriate fence material.

Respectfully submitted,
Jon Branham
City Planner

Attachments:

1. Zoning Map
2. Aerial Image
3. Ground Level View
4. Neighborhood Notice Map
5. Applicant Submittals, including Elevations, Site Plan, & Landscape Plan (separate attachment)

Attachment 1 - Zoning Map



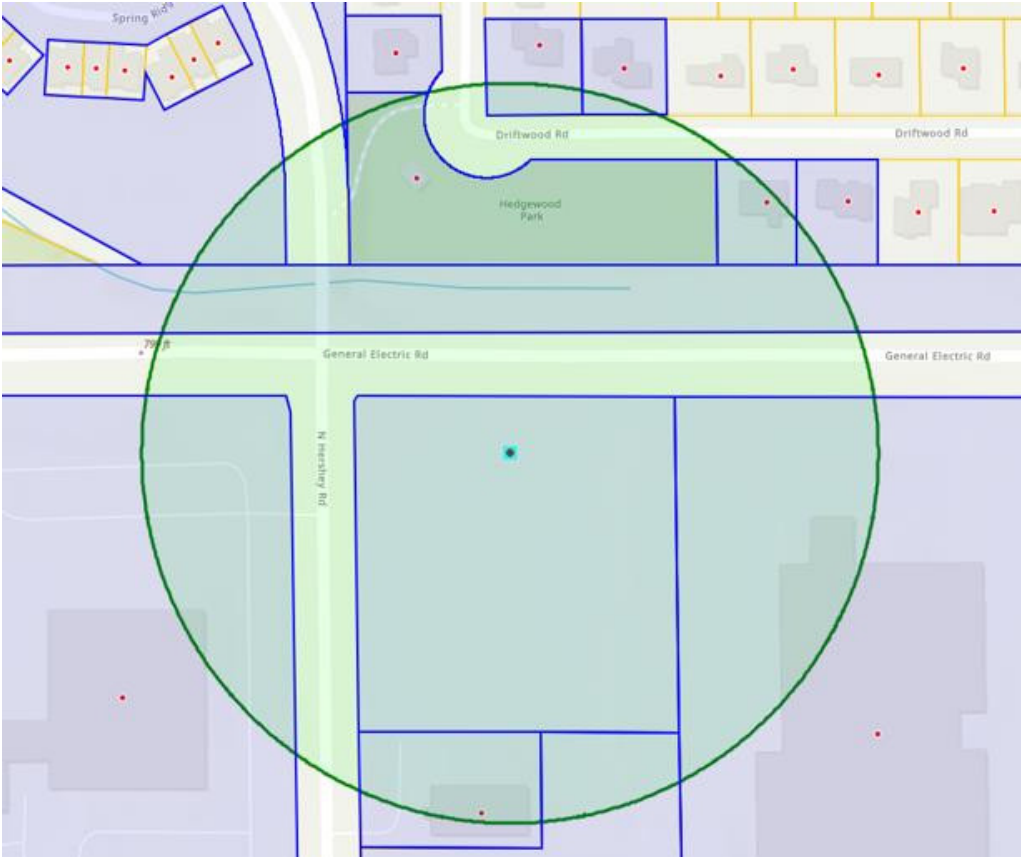
Attachment 2 - Aerial Map



Attachment 3 - Ground Level View



Attachment 4 - Neighborhood Notice Map



Regular Agenda

The following item was presented:

Item 5.A. Public hearing, review, and action on a request submitted by The Farmhouse Early Learning & Development Center and David Bluford (owner), for approval of a Public Hearing Site Plan to allow a Child Day-Care Center in the B-2 (Local Commercial) District for the property located at 2001 General Electric Road, PIN: 14-36-126-027.

Mr. Branham presented the Staff report with recommendation for approval. He noted the current and adjacent zoning districts and uses. He reviewed the standards for public hearing site plan reviews. He described the proposal and noted all zoning requirements had been met, aside from the provision for bicycle parking.

Ms. Pemberton added background regarding the history of the property, and specified flood zone and flood control items.

Mr. Branham stated the listed conditions associated with the recommendation for approval had been modified to exclude the fence material item. He stated staff was working with the applicant on an appropriate solution given standards for this type of facility.

Commission Chair Boyd opened the public hearing.

Molly Robinson (Applicant), provided further background on the project. She described the details of the facility and highlighted the special needs and inclusive aspects.

Commissioner Lewis inquired about the capacity of the facility. Ms. Robinson stated the capacity would be around 100 children total plus an additional 20 during summer camp, so a maximum of 120 children.

Ashley Young (Resident), stated she was a neighbor and parent and offered her support for the project.

Neil Finlen (2709 McGraw Drive), Engineer for the Applicant, outlined the site history. He outlined how stormwater management would be controlled on the site. He identified other steps required to finalize the development. He stated that bicycle parking will be added.

Chair Boyd inquired about traffic impact at the site.

Mr. Finlen stated that vehicle access was located further south along Hershey Road to alleviate traffic impact as much as possible. He added that it was the sole access point and that it would also not impact any driveways along Hershey Road on the west side.

Mark Sperry (Mechanical Devices, 2505 General Electric Road), stated he supported the project but had concerns about stormwater and how it might impact the property to the east. He inquired about a portion of the property located directly south of the subject property. He also wanted to ensure that bus service would not be impacted

and noted that some of his employees smoke cigarettes on breaks near the corner of Hershey Road and General Electric Road.

Mr. Finlen responded that no stormwater would be impacting adjacent properties and highlighted how stormwater would be controlled on the site.

Ms. Pemberton stated the property located directly south of the subject property had been combined with the property at 1603 Hershey Road and would likely not be developed.

Commission Chair Boyd closed the public hearing.

There were no further comments by the Commissioners.

Commissioner Krieger made a motion, seconded by Commissioner Lewis, to establish findings of fact that the request for approval of the proposed Public Hearing Site Plan is in the public interest and not solely for the benefit of the Applicant or Property Owner and recommends approval of the request, subject to providing bicycle parking.

Roll call.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Sant Amour; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Cullen; Commissioner Muehleck, Commissioner Krieger.

Motion passed.

The following item was presented:

Item 5.A. Public hearing, review, and action on a request initiated by the Bloomington Historic Preservation Commission for the Designation of Holy Trinity Catholic Church and Rectory as Local Landmarks, and a Zoning Map Amendment to apply the S-4 (Historic Preservation District) Overlay, for the property between N. Center Street and N. Main Street, known as 704 N. Main Street, Part of PIN: 21-04-135-001.

Ms. Pemberton stated the Applicant has requested the item be continued until the next meeting.

Commission Vice Chair Beyer made a motion, seconded by Commissioner Cullen, to continue the item to the September 4, 2024 meeting.

Roll call.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Sant Amour; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Cullen; Commissioner Muehleck, Commissioner Krieger.

Motion passed.



CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Bloomington City Code Chapters 6 (Alcoholic Beverages) and 7 (Amusements) Pertaining to Licenses Administered by the City Clerk, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: At the request of City Council, the City Clerk Department completed a thorough license audit over the summer of 2023 and brought to Council two major Code updates in the fall/winter of 2023. As the City Clerk Department continues to roll out the changes approved by Council some additional edits are now being requested by the City Clerk.

On August 13, 2024, the edits were brought forward to the Liquor Commission for feedback and recommendations. In addition, all Bloomington liquor license holders were notified of the meeting and provided the draft proposed Ordinance in advance of the meeting. The business owners who attended the meeting were supportive of the proposed Ordinance and the Liquor Commissioner positively recommended that it be positively recommended to Council for consideration. No additional feedback was received regarding the proposed Ordinance outside of the meeting.

The following updates are recommended:

- Chapter 6 Alcoholic Beverages
 - Create two (2) BYOB (Bring Your Own Beverage) liquor license classifications. BYOB is currently allowed at the State level, but is not regulated at the local level. Creating two BYOB licenses: BYOB-1 (Restaurant license) and BYOB-2 (Non-Restaurant/Complimentary Service) will equip the Liquor Commission and the City Clerk, Legal, and Police Departments to better regulate situations in which BYOB or complimentary service of alcohol occurs. Further, it will require all businesses engaging in such practices to be licensed and will ensure the appropriate insurances are in place to protect the community.
 - Create a PAP (Package Sales - All Types of Alcoholic Liquor, On or Off Premises) mimicking the language of the existing PBP (Package Sales - Beer and Wine, On or Off Premises), but for all types of alcohol, which will allow the Clerk to cleanup existing licensees who have classification issues.

- Clean-up of the definition of Retail Grocery Convenience Stores better aligning it with Code language in other sections.
- Chapters 6 (Alcoholic Beverages) and 7 (Amusements)
 - Expand the definition of "venue" and "entertainment venue" to include sports facilities.

Note, if approved, the newly created liquor classifications will not qualify for video gaming.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The proposed Code edits were sent to all Bloomington liquor license holders and the proposed Ordinance containing said Code edits appeared before the Liquor Commission on August 13, 2024.

FINANCIAL IMPACT: If approved, the creation of additional liquor license classifications could result in new income to the City. Liquor License revenue is recorded in the Non-Department-Liquor License account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131.

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-2 (Foster a culture of entrepreneurship), Objective ED-2.1 (Promote access to resources, funding, and information); and Goal ED-4 (Enhance the image of Bloomington as a business-friendly community), Objective ED-4.5 (Identify and reduce barriers for local growth and economic development).

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[CLK 2B DRAFT Ordinance](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTERS 6
(ALCOHOLIC BEVERAGES) AND 7 (AMUSEMENTS) PERTAINING TO LICENSES
ADMINISTERED BY THE CITY CLERK**

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

WHEREAS, the City Council is responsible for overseeing the City Code; and

WHEREAS, the City Council has charged the City Clerk with managing and administering City liquor licenses; and

WHEREAS, the City Clerk in partnership with the Legal and Police Departments requests to amend the Code to add two (2) BYOB (Bring Your Own Beverage) primary liquor license classifications that will enable the City to best manage BYOB and complimentary service of alcohol situations, as well as will ensure appropriate insurance is in place to protect the community; and

WHEREAS, the City Clerk requests to amend the Code to create an All Types of Alcoholic Liquor version of the existing Package Sales - Beer and Wine, On or Off Premises, said creation will allow the Clerk to cleanup current classification issues with existing licensees; and

WHEREAS, the City Clerk desires to amend the Code to clean up language regarding Retail Grocery Convenience stores; and

WHEREAS, the City Clerk further desires to amend the Code by expanding the definition of “venue” and “entertainment venue” to also include sports facilities.

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

SECTION 1. That Chapters 6 and 7, and the Schedule of Fees, of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 3. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

SECTION 5. This Ordinance shall take effect ten days after passage.

PASSED this 26th day of August 2024.

APPROVED this ____ day of ____ 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 6 Alcoholic Beverages

§ 6-101 [Ch. 6, Sec. 1] Definitions.

RETAIL GAS STATION GROCERY CONVENIENCE STORE

Any place kept, used, maintained, advertised, and held out to the public as a place where at least five of the following seven categories of products can be purchased at retail: dairy products, baked goods, frozen foods, groceries, snack foods, health, and beauty aids, and where a maximum of 15% of the total public selling space is devoted to the display of alcoholic beverages offered for sale. "Public selling space" includes all of the area between the floor and ceiling of the premises which is open, accessible, and/or visible to members of the general public, including the interior of any cooler or other refrigeration units or storage cases accessible and/or visible to the general public and any area with restricted public access, such as the area behind sales counters, from which sales are made to members of the general public.

VENUE

A theater, opera house, performing arts center, auditorium, concert/music hall, event/banquet hall, pool hall, sports arena/stadium/facility, arcade/gaming center, miniature golf course, amusement park, skating rink, bowling alley, shooting gallery, challenge park, virtual reality facility, salon, boutique, places with permanent stages, or places with dance floors larger than 99 square feet.

§ 6-105. [Ch. 6, Sec. 4A] Notice and hearing on application for creation of license; inspection of premises.

- E. The Liquor Commission shall not be required to conduct a hearing on applications for Bring Your Own Beverage license (Class "BYOB-1" and "BYOB-2"), catering licenses (Class "W"), secondary premises licenses (Class "SA" and "SB"), or nonprofit licenses (Class "NPA" and "NPB"). The Mayor, on behalf of the Commission, or two members of the Liquor Commission, in the Mayor's absence, may grant such licenses with or without a hearing before the Commission and may issue an "BYOB-1," "BYOB-2," "SA," "SB," "NPA" or "NPB" license upon receipt of an application therefor and proof of adequate dram shop insurance. The City Clerk may issue catering licenses as provided in § 6-114 of this Code.

§ 6-112 [Ch. 6, Sec. 7A] Classification.

- A. All licenses shall be classified as follows:

- (1) Class "BYOB-1" (Bring Your Own Beverage – Restaurant License) primary licenses authorizing the consumption of alcoholic liquor brought onto the premises by a patron over the age of twenty-one (21) for on premises consumption at a restaurant that does not otherwise possess a City liquor license.

- (a) For purposes of this section, a restaurant shall be defined as a premises kept, used, maintained, advertised, and held out to the public as a place where meals are sold and served

and where meals are actually and regularly sold and served to the public. A restaurant shall have seating available for patrons as well as adequate and sanitary kitchen and dining room equipment, and shall have employed therein a sufficient number and kind of employees to prepare, cook, and serve full meals for its guests.

(b) The following conditions shall apply:

- [1] BYOB-1 shall be permitted in conjunction with the purchase and consumption of a meal;
 - [2] BYOB-1 shall be limited to no more than one 750 milliliter bottle of wine, 36 ounces of beer, or three (3) ounces of spirits per patron;
 - [3] BYOB-1 shall be limited to the licensed premises;
 - [4] BYOB-1 licensees may provide glassware and ice to patrons, and may uncork, pour, serve, or otherwise control the consumption of the alcoholic liquor;
 - [5] Any employee responsible for serving alcoholic liquor or checking identification must be appropriately trained in accordance with state law and local ordinance;
 - [6] Upon application, BYOB-1 licensees shall provide to the City a bond and certificate of insurance reflecting coverage for dram shop or equivalent liability for BYOB service;
 - [7] Possession and/or consumption of alcoholic liquor by any person under age twenty-one (21) is prohibited; and
 - [8] Video gaming shall be prohibited in establishments that possess a BYOB-1 license.
- (2) Class "BYOB-2" (Bring Your Own Beverage – Non-Restaurant/Complimentary Service License) primary licenses authorizing the consumption of alcoholic liquor brought onto the premises by a patron over the age of twenty-one (21) for on premises consumption at a business that is not a restaurant and does not otherwise possess a City liquor license. Class BYOB-2 also authorizes the complimentary service of alcoholic liquor to patrons over the age of twenty-one (21).
- (a) For purposes of this section, complimentary service shall be defined as alcoholic liquor provided to patrons over the age of twenty-one (21) free of charge subject to the conditions set forth in subsection (b).
- (b) The following conditions shall apply:
- [1] BYOB-2 shall be permitted in conjunction with the purchase or consumption or potential purchase or consumption of the goods or personal services offered by the business in its normal course of operations;
 - [2] BYOB-2 shall be limited to no more than one 750 milliliter bottle of wine, 36 ounces of beer, or three (3) ounces of spirits per patron;
 - [3] BYOB-2 and complimentary service shall be limited to the licensed premises;

- [4] BYOB-2 shall only be available to businesses or premises with occupancy of no more than 50 patrons;
- [5] BYOB-2 licensees may provide glassware and ice to patrons, and may uncork, pour, serve, or otherwise control the consumption of the alcoholic liquor;
- [5] Any employee responsible for serving alcoholic liquor or checking identification must be appropriately trained in accordance with state law and local ordinance;
- [6] Upon application, BYOB-2 licensees shall provide to the City a bond and certificate of insurance reflecting coverage for dram shop or equivalent liability for BYOB service;
- [7] Possession and/or consumption of alcoholic liquor by any person under age twenty-one (21) is prohibited; and
- [8] Video gaming shall be prohibited in establishments that possess a BYOB-2 license.

[Subsections 1-5 remain unchanged with the exception of renumbering]

- (6) Class "GPA" (Gas Station Grocery Convenience Store - All Types of Alcohol) primary licenses authorize the retail sale of all types of alcoholic liquor only in the original package for consumption off of the premises at retail gas station grocery convenience stores, as those premises are defined in § 6-101 of this chapter, at which motor vehicle fuels are sold.
- (7) Class "GPB" (Gas Station Grocery Convenience Store - Beer and Wine Only) primary licenses authorize the retail sale of beer and wine only in the original package for consumption off of the premises at retail gas station grocery convenience stores, as those premises are defined in § 6-101 of this chapter, at which motor vehicle fuels are sold.

[Subsections 8-13 remain unchanged with the exception of renumbering]

- (14) Class "PAP" (Packaged Sales – All Types of Alcoholic Liquor, On or Off Premises) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor in original packages for consumption on or off the premises where sold. This class of license shall only be available to grocery establishments where the sale of packaged or prepared food is the primary source of revenue for the establishment. This class of license shall not be available for any establishment at which motor vehicle fuels are sold.
- (1544) Class "PBP" (Packaged Sales – Beer and Wine, On or Off Premises) primary licenses authorize the retail sale on the specified premises of beer and wine in original packages for consumption on or off the premises where sold. This class of license shall only be available to grocery establishments where the sale of packaged or prepared food is the primary source of revenue for the establishment. This class of license shall not be available for any establishment at which motor vehicle fuels are sold.

Chapter 7
Entertainment Venues & Amusements

§ 7-101 [Ch. 7, Sec. 1] Definitions.

ENTERTAINMENT VENUE

A theater, opera house, performing arts center, auditorium, concert/music hall, event/banquet hall, pool hall, sports arena/stadium/facility, arcade/gaming center, miniature golf course, amusement park, skating rink, bowling alley, shooting gallery, challenge park, virtual reality facility, places with permanent stages, or places with dance floors larger than 99 square feet. The providing of video gaming shall not bring an establishment within the definition of an entertainment venue.

SCHEDULE OF FEES

The following fees are applicable for the respective licenses and fees required under "The City Code of the City of Bloomington, Illinois, or as otherwise established by law.

(Reference to related Chapter-Section of the City Code is listed to right of Fee)

ALCOHOLIC BEVERAGES (CHAPTER 6)

A. Annual License Fee for Each Class of Licenses	(6-7B)
1. For calendar year 2021 and thereafter	(6-7B(a)(4))
<u>(a) BYOB-1:</u>	\$250.00
<u>(b) BYOB-2 and FM:</u>	\$100.00
<u>(c) (a) CA, EA, RA, and TA Class Licenses:</u>	\$2,700.00
<u>(d) (b) CB, EB, RB, and TB Class Licenses:</u>	\$900.00
<u>(e) (c) GPA and PA Class License:</u>	\$1,300.00
(1) Holder of a CA, EA, RA, or TA Class License	\$0.00
<u>(f) (d) GPB and PB Class License:</u>	\$1,000.00
(1) Holder of a CB, EB, RB, or TB Class License	\$300.00
(2) Holder of a CA, EA, RA, or TA Class License	\$0.00
<u>(g) (e) S Class License:</u>	
\$600.00	
(1) Holder of a CA and CB Class License	\$0.00
<u>(h) (f) MA Class License:</u>	
\$1,300.00	
<u>(i) (g) MB Class License:</u>	
\$850.00	
<u>(j) PAP Class License:</u>	\$2,200.00

~~(k)~~ ~~(h)~~ PBP Class License: \$1,200.00

2. NPA, NPB, SA, and SB Class Licenses: ~~(6-7.B(b))~~

(a) First day License is in effect: \$100.00

(b) Subsequent days \$50.00

(c) up to \$500.00 Total

3. ~~Annual~~ License Fee for W Class License: \$100.00 per event

4. ~~SPA and SPB Class Licenses (Per Season):~~ ~~\$500.00 (6-7.B(d))~~

B. Miscellaneous Alcoholic Beverage Fees:

1. Application Fee for Creation of New License (6-3)

~~(a) (No Fee: NPA, NPB, SA, & SB)~~ All Classes except those mentioned below in (b-d) \$400.00

~~(b) (Reduced Fee: W)~~ \$250.00

~~(c) Reduced Fee: BYOB-1, BYOB-2, and FM~~ \$100.00

~~(d) No Fee: NPA, NPB, SA, & SB~~ \$0.00

2. Printed License Fee: \$5.00 (6-9)



CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Bloomington City Code Chapter 12 Pertaining to Emergency Management, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The City Council is responsible for overseeing the City Code and for providing direction on emergency management. Chapter 12 of the City Code outlines emergency management and what should and can be done in emergency disaster situations. The Illinois Emergency Management Act (State Act) provides guidance at the State level and has historically been the means of direction to which the City turns when needed.

To best prepare the City for an emergency disaster situation, it is recommended that a few edits be made to bring the Code up to date with current practices and compliance with the State Act.

The proposed Code edits include:

- Aligning the City's definition of "disaster" with the State's definition
- Amending language to include department directors, and in their absence their designees, as members of the Bloomington's Emergency Management Agency (EMA)
- Updating language to allow expenditures when public health emergencies occur

Approval of the proposed Ordinance and Code edits will best prepare the City for an emergency situation ensuring the City is ready and able to fulfill its duties to residents. Further, the Code will be aligned with the State to best position the City to receive State support should an emergency arise.

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: Leslie Yocum, City Clerk

ATTACHMENTS:
[CLK 3B Ordinance](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 12
PERTAINING TO EMERGENCY MANAGEMENT**

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

WHEREAS, the City Council is responsible for overseeing the City Code (hereinafter “Code”); and

WHEREAS, the City Council is also responsible for providing direction on emergency management via the Code; and

WHEREAS, it is now in the best interest of the City to update the Code by further clarifying definitions, providing direction, and aligning the Code with State law as laid out in Exhibit A.

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

SECTION 1. That Chapter 12 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapter and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 3. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

SECTION 5. This Ordinance shall take effect immediately after passage.

PASSED this 26th day of August 2024.

APPROVED this ____ day of ____ 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 12

Emergency Management

§ 12-101. [Ch. 12, Sec. 1] Establishment and purpose.

- A.** The purpose of this Ordinance is to create the City of Bloomington Emergency Management Agency to be known as Bloomington EMA. There is thus hereby created the Bloomington Emergency Management Agency whose purpose is to prevent, minimize, repair, and alleviate any injury or damage resulting from a disaster ~~caused by enemy attack, sabotage, or other hostile action, or from any natural or man-made disaster~~ as defined in and in accordance with "The Illinois Emergency Management Agency Act."
- B.** Bloomington EMA shall consist of the Director/Coordinator, all City Department Directors, or their designees in their absence, and such additional members as may be appointed by the Mayor of Bloomington and approved by a majority vote of the City Council.

§ 12-102. [Ch. 12, Sec. 2] Director/Coordinator.

- A.** The Director/Coordinator of Bloomington EMA shall be appointed by the City Manager. The Director/Coordinator shall have direct responsibility for the organization, administration, training and operation of the Bloomington EMA subject to the direction and control of the City Manager as provided by statute.
- B.** In the event of the absence, resignation, death, or inability of the Director/Coordinator to serve in this function, the City Manager or any person designated by ~~him~~ the City Manager shall be and act as Director/Coordinator until a new appointment is made. The Director/Coordinator shall prepare a Comprehensive Plan and program for disaster preparedness, emergency response, utilization of resources, and recovery of Bloomington from any disaster emergency. This Comprehensive Plan shall be tested, revised, and coordinated with the State and Federal government as required.

§ 12-110. [Ch. 12, Sec. 10] Purchases and expenditures.

- A.** The Director/Coordinator of EMA is authorized to make purchases or enter into contracts necessary to place the City in a position to combat effectively any disaster resulting from the explosion of any nuclear or other bomb or missile and to protect public health and safety, protect property, and provide emergency assistance to victims in the case of any disaster. Said purchases or entry into contracts can only be done upon the approval of a majority of the Bloomington City Council.
- B.** In the event of enemy-caused, man-made, health adverse, or other natural disaster, the City Director/Coordinator of EMA is authorized on behalf of the City to procure such services, supplies, equipment or material as may be necessary for such purposes in view of the exigency without regard to the statutory procedures or formalities normally prescribed by law pertaining to City contracts or obligations as authorized by "The Illinois Emergency Management Agency Act," provided that if the City Council is meeting at the time of such disaster, he shall act subject to the directions and restrictions imposed by that body.



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: August 26, 2024

WARD IMPACTED: Ward 6 and City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving Authority to Provide Reimbursement to Connect Transit for Architectural and Engineering Services for the Proposed Downtown Transfer Station and Parking Garage in an Amount Not to Exceed \$452,178 For Fiscal Year (FY) 2025, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: The Market St. Garage has stood as a downtown parking center and anchor since the mid 1970's and is critical to supporting merchants, businesses, employees and shoppers. Today the garage has reached the end of its useful life, held up with wooden props with the City having spent more than \$870,000 in the last five years on short-term solutions including temporary shoring structural repairs and supports to keep it safe and operational. We have an opportunity to partner with Connect Transit (Connect) to fix the garage at what we believe will be a lower cost than if we were building a garage alone.

Connect has secured \$18 million in State and federal grants to build a bus transfer station, which will include the necessary parking to replace the aging garage. The Market St. site was endorsed by Bloomington City Council to house the project in April 2023 subject to Council approvals along the way.

As a first step, the City and Connect have selected CDM Smith to provide engineering and architectural design, project management, and oversight services, as well as to establish construction phasing and costs, among other things. CDM Smith was picked after a competitive national search and the Connect board has preliminarily approved a project agreement for \$3.1 million subject to City Council approving a not to exceed payment of \$452,178 to cover the parking portion of the design and some shared cost.

The contract is for A&E (Architecture & Engineering) for a three-level structure of three levels (transit and 2 levels of parking) There will be additional yet to be determined fees if it is decided to add a recommended fourth level (1 transit level and 3 levels of parking). We will know more once we've gotten further into the design process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City has worked with Connect Transit on the A&E agreement and consulted with Downtown merchants about relocating parking on site.

FINANCIAL IMPACT: If approved, funding of up to \$452,178 will be paid from the Capital Improvement Fund Architectural and Engineering for Capital account (40100100-70051). While this project was not included in the FY2025 Budget due to the firm being selected after the city's budget cycle was completed, it can be covered through other savings without the need for a 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**: ED-2.2 Establish partnerships, D-5. Continue to develop a multi-modal transportation network in Downtown, D-5.1 Improve parking conditions and access and encourage shared public and private parking supplies, D-5.3 Enhance the public transit access to Downtown.

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Chief Deputy City Manager

ATTACHMENTS:

[ADM 1B Resolution](#)

[ADM 1C Resolution Exhibit A - Agreement](#)

RESOLUTION NO. 2024-_____

**A RESOLUTION APPROVING AUTHORITY TO PROVIDE REIMBURSEMENT TO
CONNECT TRANSIT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
PROPOSED DOWNTOWN TRANSFER STATION AND PARKING GARAGE IN AN
AMOUNT NOT TO EXCEED \$452,178 FOR FISCAL YEAR (FY) 2025**

WHEREAS, the City has spent \$870,914 from 2019-2024 in short term solutions including temporary shoring, structural repairs and supports to keep the Market St. Garage structurally safe as the garage approaches the end of its useful life; and

WHEREAS, in April 2023 the Bloomington City Council passed a resolution endorsing the garage, located at 202 W. Market St., as the location for development of a bus transfer station to include downtown parking subject, to approval of necessary agreements to be negotiated between the parties and approved by the City Council; and

WHEREAS, Connect Transit has secured roughly \$18 million in grant funding to build the transfer station with those funds restricted to funding the transfer station portion of this combined use meaning any parking decks and associated parking design costs would have to be paid by the City; and

WHEREAS, In February 2024 Connect Transit and the City issued a Request for Qualifications for Architectural and Engineering Services for the design of a proposed downtown transfer station and parking garage; and

WHEREAS, a panel of City of Bloomington and Connect Transit representatives reviewed all submissions, narrowed the list to two finalists and ultimately determined that CDM Smith was the most qualified firm to meet City and transit needs; and

WHEREAS, Connect Transit negotiated, and the Connect Transit board has preliminarily approved a project agreement with CDM Smith for \$3,152,642.23 for Architectural and Engineering work attached hereto as Exhibit A, subject to City Council approval of a tentatively agreed upon city payment of \$452,178 to cover preliminary parking design and some shared costs; and

WHEREAS, the scope of services for this project includes engineering and architectural design, project management and oversight services, development of project schedule, construction phasing, logistics plans, specifications, and construction cost estimates in support of a new transit center. Work also includes assistance in preparing bid documents, evaluation of bids, and recommendations for the selection of an approved Contractor; and

WHEREAS, providing parking at the Market St. Garage site is critical to supporting downtown merchants, employees and customers as part of an overall downtown parking solution; and

WHEREAS, providing a new, safe, well-lit facility will address many of the concerns of downtown garage users and partnering with Connect Transit will allow the city to leverage the \$18 million in state and federal grant funds allocated for the project which we expect will lower the cost of constructing a garage to the City if it were to do so independently.

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

SECTION 1. That the recitals set forth above are incorporated herein as if stated in full.

SECTION 2. The City Manager, or designee, is authorized to execute any and all documents necessary to facilitate reimbursement to Connect Transit for invoices related to architectural, engineering, and related services provided by CDM Smith and project partners, in an amount not to exceed \$452,178.

SECTION 3. Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 4. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 26th day of August 2024.

APPROVED this ____ day of August 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER

THIS IS AN AGREEMENT made as of _____, 2024 between Connect Transit ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows Connect Transit Downtown Bloomington Transportation Center (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. By way of illustration and not limitation, if initial services performed by Engineer indicate the presence of substances or past activity that substantially increases the cost of the Project or adversely impacts the Project, then Owner may direct Engineer to cease services or suspend services and Owner shall owe Engineer only for services rendered up to the direction to cease or suspend services.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.

- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

ARTICLE 5 – GENERAL CONDITIONS

- 5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

- 5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.
- 5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- 5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain.
- 5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- 5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 5.4.8 Engineer's services do not include providing legal advice or representation.
- 5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

5.5.1 For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.
- 5.7 Controlling Law
This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- 5.8 Mutual Waiver of Consequential Damages
Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.
- 5.9 Not Used
- 5.10 Successors and Assigns

- 5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- 5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 5.10.3 Unless expressly provided otherwise in this Agreement:
- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
 - b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.
- 5.11 Notices
Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 5.12 Severability
Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 5.13 Changed Conditions
If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.
- 5.14 Environmental Site Conditions
OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near

the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance and Indemnity

ENGINEER shall procure and maintain insurance the limits set forth below for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property. OWNER shall be named as an Additional Insured on ENGINEER's Commercial General Liability policy. All policies will be issued by insurers acceptable to OWNER (generally with a Best's Rating of A-10 or better).

• Workers' Compensation	Statutory
• Employer's Liability	\$1,000,000 per occurrence
• Commercial General Liability	
Bodily Injury	\$1,000,000 per occurrence \$1,000,000 in the aggregate
Property Damage	\$1,000,000 per occurrence \$1,000,000 in the aggregate
Personal Injury	\$1,000,000 in the aggregate

Insurers shall agree to waive all subrogation rights against OWNER, its officers, officials, and employees for losses arising from work performed by the ENGINEER. Prior to commencing work or prior to ENGINEER and/or its employees may enter onto OWNER Property, ENGINEER shall provide OWNER with a Certificate evidencing insurance coverage. ENGINEER'S insurance policy and/or policies shall not be cancelled or altered without thirty (30) days' prior written notice (10 days for non-payment) to OWNER. All insurance specified above shall remain in force until all work and/or services to be performed is satisfactorily completed; all of ENGINEER's personnel and equipment have been removed from OWNER's property; and the work and/or services to be performed has been formally accepted by OWNER. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

ENGINEER shall indemnify, keep and save harmless OWNER and its directors, officers, agents and employees against any and all suits, claims, or actions from third parties for any injury to persons or property, including damages arising from the infringement of intellectual property rights of third parties to the extent arising directly from a negligent act or omission or negligent performance of this Agreement by the ENGINEER or its employees, subcontractors or agents. If any judgment is rendered against OWNER or any of the other individuals enumerated above in any such action, ENGINEER shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status,

sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services. All of ENGINEER's Subcontractors must be approved by OWNER.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "*defective*" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent

jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

5.25. Conflict of Interest

Depending on the nature of the work performed, ENGINEER, a Contractor of OWNER is subject to the same conflict of interest prohibitions established by the *Federal Transit Administration* and OWNER. During the proposal process or the term of the Agreement, ENGINEER and their employees may be required to disclose financial interests.

ENGINEER warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under *Connect Transit's Conflict of Interest Policy* during the performance of any work or services under this Agreement. ENGINEER further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

No person previously in the position of Director, Officer, employee or agent of OWNER may act as an agent for, or otherwise represent the ENGINEER by making formal or informal appearance, or any oral or written communication, before OWNER, or any Officer or employee of OWNER, for a period of twelve (12) months after leaving office or employment with OWNER if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award, or contract.

5.26. Prohibited Interest

No member, officer, or employee of OWNER during his or her tenure, or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Proposer or Contractor by making a formal or informal appearance to OWNER, for a period of one (1) year after leaving office or employment with OWNER if appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, or an award of a Contract.

5.27. Engineer's Status

Neither the ENGINEER nor any party contracting with the ENGINEER shall be deemed to be an agent or employee of OWNER. ENGINEER is and shall be an independent contractor and the legal relationship of any person performing services for the ENGINEER shall be one solely between that person and ENGINEER.

5.28. Maintenance, Audit, and Inspection of Records

Upon receipt of at least five (5) business days' written notice, ENGINEER shall permit the authorized representatives of OWNER to inspect, audit, make copies and transcriptions of books and all data and records of the ENGINEER relating to its performance under the Agreement. Such inspection shall not include any of ENGINEER'S proprietary models, business know-how, or other intellectual property. In addition, such inspection shall take place during business hours (8 AM – 5 PM EST) on weekdays, and over the course of no more than two (2) days. ENGINEER shall maintain all such records for a period of three years after OWNER makes final payment under this Agreement.

5.29. Disadvantaged Business Enterprises

OWNER as a recipient of Federal financial assistance from the Federal Transit Administration (FTA), and is committed to and has adopted a Disadvantaged Business Enterprise (DBE) program

for Contracts in accordance with Federal Regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of OWNER to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete fairly for contracts and subcontracts relating to OWNER's construction, procurement, and professional services activities. To this end, OWNER has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBE's to develop and compete successfully outside of the DBE Program. Concerning the performance of this contract, the ENGINEER will cooperate with OWNER in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with OWNER, the ENGINEER hereby makes the following assurances and agrees to include these assurances in any agreements it makes with subcontractors in the performance of this Agreement to Purchase:

“The ENGINEER or subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR §26 in the award and administration of U.S. DOT-assisted contracts. Failure by the ENGINEER or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedies as OWNER deems appropriate.

5.30 Equal Employment Opportunity (EEO)

In connection with the performance of this Agreement to Purchase, the ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in Federal, State, and local laws. The ENGINEER shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship. ENGINEER further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule,

regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost – ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.4 Constructor

Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

6.5 Contractor - ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.6 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.7 ENGINEER's Subcontractor.

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.8 Reimbursable Expenses.

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

6.9 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

6.10 Work - ♦

The entire construction or the various separately identifiable parts thereof required to be

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

This Agreement (consisting of Pages 1 to 12 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

By: _____

By: Christopher M. Martel, P.E.

Title: _____

Title: Senior Vice President

Date: _____

Date: July 23, 2024

Address for giving notices:

Connect Transit
351 Wylie Drive
Normal, IL 61761

Address for giving notices:

CDM Smith Inc.
125 South Wacker Drive, Suite 2510
Chicago, IL 60606

**EXHIBIT A TO AGREEMENT
BETWEEN
ENGINEER AND OWNER
FOR
PROFESSIONAL SERVICES**

DESCRIPTION OF BASIC SUBCONTRACTOR SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of and incorporated by reference into the Agreement dated _____, 2024 between Connect Transit (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

1. ENGINEER shall provide for OWNER under Article 1 of the Agreement, the following Basic Services in accordance with the terms and conditions of the Agreement:
See Attachment 1, "Downtown Bloomington Transportation Center – Architecture & Engineering Scope of Services"
2. The time periods for the performance of ENGINEER's services are as follows:
Services shall be completed by August 31, 2029. ENGINEER will work with OWNER to establish a detailed schedule upon notice-to-proceed.
3. Compensation for services of principals and employees of ENGINEER rendered pursuant to Article 1 will be on the following basis:
For the Basic Services performed under Section 1, the OWNER agrees to pay the ENGINEER the lump sum fee of **\$3,152,642.23**, partial payments to be made on a monthly basis in proportion to the percentage of work completed and the balance of payment made when the work is completed.

Task	CDM Labor Hours	CDM Labor \$	Subconsultants	Direct Costs	Total Cost
Project Management	975	\$213,838.58	\$0	\$0	\$213,838.58
Stakeholder Engagement	120	\$29,809.21	\$0	\$0	\$29,809.21
30% Design	2,298	\$426,804.57	\$193,096.00	\$0	\$619,900.57
Workshops	388	\$90,961.01	\$0	\$0	\$90,961.01
60% Design	3,090	\$555,892.60	\$165,510.00	\$0	\$721,402.60
90% Design	2,458	\$431,735.50	\$126,891.00	\$0	\$558,626.50
100% Design	1,124	\$194,036.54	\$66,203.00	\$0	\$260,239.54
Bid Support	510	\$100,933.29	\$0	\$0	\$100,933.29
Optional Support Tasks	1,272	\$268,240.93	\$30,000.00	\$0	\$298,240.93
<i>Workshop Project Delivery</i>	52	\$13,465.89	\$0	\$0	\$13,465.89
<i>Workshop Market Analysis</i>	44	\$11,460.53	\$0	\$0	\$11,460.53
<i>Workshop Bus Routing</i>	48	\$12,661.57	\$0	\$0	\$12,661.57
<i>Workshop Sustainability</i>	76	\$17,787.14	\$0	\$0	\$17,787.14

<i>Public Meetings</i>	678	\$130,504.83	\$0	\$0	\$130,504.83
<i>Market Study</i>	0	\$0	\$30,000.00	\$0	\$30,000.00
<i>Bus Routing Analysis</i>	96	\$15,643.10	\$0	\$0	\$15,643.10
<i>Electrical Initiatives</i>	126	\$29,318.83	\$0	\$0	\$29,318.83
<i>Funding Support</i>	104	\$28,094.19	\$0	\$0	\$28,094.19
<i>Acquisition Support</i>	48	\$9,304.84	\$0	\$0	\$9,304.84
Specialty Subconsultants	0	\$0	\$220,690.00	\$0	\$220,690.00
<i>Nashnal Borings</i>	0	\$0	\$36,090.00	\$0	\$36,090.00
<i>Nashnal Test/Report</i>	0	\$0	\$12,500.00	\$0	\$12,500.00
<i>Haz Mat Survey</i>	0	\$0	\$15,000.00	\$0	\$15,000.00
<i>Topographic Survey</i>	0	\$0	\$60,100.00	\$0	\$60,100.00
<i>Utility Survey (Sue Level A)</i>	0	\$0	\$7,000.00	\$0	\$7,000.00
<i>Construction Cost Estimate</i>	0	\$0	\$90,000.00	\$0	\$90,000.00
Misc Other Direct Costs	0	\$0	\$0	\$38,000.00	\$38,000.00
TOTAL	12,235	\$2,312,252.23	\$802,390.00	\$38,000.00	\$3,152,642.23

ATTACHMENT 1

Downtown Bloomington Transportation Center – Architecture & Engineering

Scope of Services

1. Project Description

Downtown Bloomington is a major mobility hub for the Bloomington–Normal area and handles more than 1,500 bus riders per day. Currently, the existing bus transfer locations are small and congested when multiple buses are present and has limited availability of bus shelters and benches. This raises concerns with safety, accessibility, Americans with Disabilities Act (ADA) compliance, traffic, and rider experience, particularly during peak hours and severe weather. Additionally, the lack of space limits the ability for Connect Transit to operate efficiently and safely resulting in challenges for customers to transfer to another bus seamlessly.

The primary purpose of this project for Connect Transit is to provide a safe, accessible bus transfer location, which will support downtown growth and economic development. Therefore, a new bus transportation center (referred to herein as Transit Center), is proposed at 202 West Market Street in Downtown, Bloomington, Illinois. The structure will be compatible with the area's historic quality and the Downtown Streetscape project and will incorporate new public parking deck(s) for public vehicles above the transit center. The Project site is currently occupied by a City of Bloomington–owned public parking structure that has reached the end of its useful life. The existing parking structure will need to be demolished to make way for the new transit center.

2. Scope of Services

The Scope of Services for this Project includes engineering and architectural design services, project management and oversight services, development of project schedule, construction phasing, logistics plans, specifications, and construction cost estimates in support of a new transit center. Work also includes assistance in preparing bid documents, evaluation of bids, and recommendations for the selection of an approved Contractor.

Definitions:

Project Team refers to Connect Transit's internal management team, responsible for this Project.

Connect Transit refers to the Owner of the Project.

CDM Smith refers to the Lead Designer and Design Partners of the Project.

Project refers to the Downtown Bloomington Transportation Center Project.

2.1 Project Management

CDM Smith will provide a project manager for the duration of the Project. Project management resources will be provided as needed to support the project manager, including administration support, schedule and cost development expertise, quality control expertise, and constructability support. The project manager and support staff will develop a project management plan, coordinate with all team members and stakeholders throughout the design, initiate and coordinate all required

design services, manage the development of project deliverables from schematic to final design, manage bid support services, and be responsible for costs and schedule control.

The coordination with Connect Transit, the City of Bloomington, and other stakeholders and agencies is considered a high priority by CDM Smith. Therefore, the project manager will communicate regularly with the Connect Transit, schedule, and lead all weekly client meetings and regular workshops, as well as lead project coordination with IDOT and FTA. All meetings below assume a nine-month design schedule after notice-to-proceed is received by the CDM Smith Team.

2.2 Meetings, Workshops, & Presentations

The project will include a variety of in-person and virtual meetings detailed below:

A. Project Kick-Off Meeting with Connect Transit (In-Person)

CDM Smith will hold one (1) in-person Kick-Off Meeting with Connect Transit. This meeting will serve as the formal start of the project, where basic project details will be reviewed, along with an open discussion regarding the Project's scope, goals and milestones and introduction of staff. It will also include discussions about overall schedule, communication channels, points of contact, risk management, and establish a Work Breakdown Structure (WBS) for the construction cost estimates. The CDM Smith Principal, CDM Smith Project Manager, CDM Smith Project Technical Leader and all design discipline leads from the team will be meeting participants.

B. Initial Project Work Plan Review Meeting with Connect Transit (Virtual)

Within 20 working days of the award of the Contract, the Design Team will submit a detailed project work plan to Connect Transit, for discussion, review, and approval. The work plan will include the following:

- The Design Team's final project organization structure.
- The Design Team's detailed manning table with names, titles, addresses, telephone numbers, e-mail addresses and any other critical information, by task if appropriate.
- The project breakdown showing subproject activities and tasks, decision points, and resources required and allocated to each element of the work plan.
- The baseline schedule.

CDM Smith will meet with the Project Team to review the work plan and finalize the direction of the Project at the Project Kick-off meeting. The Final Project Work Plan will be submitted to Connect Transit, seven (7) days following the Kick-Off meeting.

C. Weekly Client Meetings with Connect Transit (Virtual and In-Person)

The CDM Smith Team will hold weekly meetings with the Connect Transit to provide project updates and to coordinate the development of the design. Meeting minutes will be issued after each meeting. Each meeting will be scheduled for one (1) hour and will be held for a duration of nine (9) months or thirty-eight (38) weeks. The CDM Smith Project Manager, CDM Smith Project Technical Leader, and various team members assigned to attend by the Project Manager will be meeting participants.

D. Technical Workshops with Connect Transit (In-Person)

The CDM Smith Team will hold regularly scheduled in-person workshops at Connect Transit's Office Location at 351 Wylie Drive, located in Normal, Illinois, or other designated location defined by Connect Transit. Meeting minutes will be issued after each workshop. Workshops will be used to discuss specific project design elements in detail with Connect Transit (including any meeting attendees they choose to involve) with the goal of developing collaborative solutions, direction, or critical decisions for the topic(s) discussed. Workshops will not be used to discuss those items included in weekly client meetings and will not serve as weekly client meetings.

This Scope includes ten (10) in-person workshops, detailed in Section 2.16. The CDM Smith Project Manager, CDM Smith Project Technical Leader, and various team members assigned to attend by the Project Manager will be meeting participants.

E. Milestone Meetings (In Person or Virtual)

CDM Smith will attend milestone design reviews at 30%, 60% and 90% in-person with Connect Transit. The CDM Smith Project Manager, CDM Smith Project Technical Leader, and various team members assigned to attend by the Project Manager will be meeting participants.

2.3 Stakeholder Coordination

Stakeholder coordination is required to ensure all relevant parties can provide input to design activities. CDM Smith will identify and coordinate with all relevant regulatory agencies and will identify and contact all regulatory/permit requirements applicable to the Project. CDM Smith will also work in conjunction with other project members including but not limited to the City of Bloomington, Downtown Transit Center Steering Committee, Sub-Consultants, specialty design firms, if any, hired by Connect Transit as part of the Project, other local governmental agencies, Utilities, the Illinois Department of Transportation, and the Federal Transportation Administration (FTA).

A. Public Outreach

CDM Smith will support Connect Transit by organizing a steering committee consisting of members from Connect Transit, the City of Bloomington, local business owners and other relevant representatives deemed appropriate by Connect and the City. The intent of the committee is to have an organized body of stakeholders that will meet regularly internally and throughout the Project to present project details and progress and solicit public feedback. It is anticipated the committee will meet up to three (3) times during the project. These meetings would occur prior to each public outreach event in order to vet information before sharing more widely with the public. Connect Transit will be paying for a website to spread information about this project and others to the public. For its part, CDM Smith will provide content to Connect Transit for portions of the website that are used for this project.

2.4 Zoning and Permitting

A. City Coordination / Entitlements

CDM Smith's subconsultant, Farnsworth will perform zoning revision support services. Refer to Section 2.14.B.2 for details.

B. Permits

CDM Smith's subconsultant, Farnsworth will perform permit support services. Refer to Section 2.14.B.2 for details.

2.5 Property Acquisition and Relocation support

CDM Smith will provide assistance to Connect Transit with support during acquisition negotiations with the City of Bloomington to acquire the project site as well as fulfilling requirements for acquisitions per FTA.

2.6 Risk Evaluation Management

CDM Smith's project manager will be responsible for developing a risk analysis as soon as the project is initiated. A risk analysis identifies potential future events that may adversely affect the outcome of the project and is a critical tool that can aid the project manager and Connect Transit in minimizing or avoiding occurrences that could slow project progress. CDM Smith will include our initial risk analysis in the detailed project plan submission. The risk analysis will also be reviewed at the Project Kick-Off Meeting, to present specific risks known at that time, so that mitigation strategies can be discussed.

During the schematic design and following design phases, CDM Smith will utilize the knowledge and experience of our multi-discipline technical staff to further assess any risks and identify mitigating measures that can be implemented to minimize or eliminate these risks. As the project evolves and conditions change, CDM Smith will revisit the risk register continuously to evaluate, and share with Connect Transit at weekly progress meetings.

2.7 Change Management

CDM Smith will deploy change management policies and procedures, so project stakeholders maintain a uniform standard of practice when presenting potential changes. As changes arise, the CDM Smith principal and project manager will review and evaluate the change for validity and value towards the overall project. CDM Smith will document and track changes as they develop to support project reporting and lessons learned. Change management procedures will be included within our quality management plan.

2.8 Quality Management

CDM Smith will adhere to best practices to provide Connect Transit with the highest level of service and quality. Our project delivery success will be founded developing a specific structured quality management plan that will meet the expectations and needs for this Project.

A. Quality Management Plan

The CDM Smith project manager and the quality manager will develop a Quality Management Plan (QMP) that will be executed to serve as the foundation for quality management procedures for this project and modified as necessary for subsequent task orders. The developed plan will be ISO 9001-compliant and govern all tasks under this Project. The QMP will also address the following: Project Scope and Schedule, including Quality Review Milestones; Project Deliverables, Reviews & Quality Check Procedures; Internal & External Team Communication Plans; Document Storage and Data Management Requirements; and Project Change Management Protocols.

At the start of the design phase, CDM Smith will develop a quality plan that will be shared with all members of the project team. The quality plan will further detail specific quality management and schedules for managing each deliverable, key milestones, team communications, and staff/resource expectations.

Quality reviews will be built into our schedule for each milestone deliverable. For all deliverables, independent and senior level reviews are conducted, followed by a “red-yellow-green” procedure to track progression of the quality review comment to close and correction. Calculation checking and back checking procedures will also be included, as well as separate independent reviews that include sustainability, constructability, and biddability performed at key milestones. The project manager will also track and resolve design interfaces between disciplines where decisions related to one discipline affects others, ensuring a coordinated and comprehensive design throughout the Project lifecycle.

2.9 Funding Grant Support

As a federally and state funded project, the Downtown Bloomington Connect Transit Center will require coordination with both the Federal Transit Administration (FTA) and Illinois Department of Transportation (IDOT). The project may also have additional funding grants from other sources. CDM Smith will support Connect Transit to ensure compliance of existing funding grants, and any future grants they may obtain. CDM Smith will also support the submission of applications of any required grant programs Connect Transit may identify for the Project.

Connect Transit may also require assistance in obtaining additional funding sources should any funding gaps be identified as the project design develops. If that occurs, Connect Transit will need to find unique funding opportunities that the Project Team may not be aware of for specific elements of the facility (e.g., solar, greenspace, etc.). CDM Smith will aid Connect Transit in locating unique funding opportunities, and support Connect Transit with developing the grant application(s). Sources that will be explored include TIFIA Lite Financing, FTA Low-No Grant, FTA Bus, and Bus Facility Grants, Charging and Fueling Infrastructure Discretionary Grant Program (CFI), USDOT RAISE, and ASAP Grants. In addition, CDM Smith will maintain a log of all potential funding sources that have been applied to, results of those applications, and contact information to the agencies and organizations they were submitted.

2.10 Project Controls and Administration

CDM Smith will implement a project controls system that integrates cost controls, scheduling, estimating, and status reporting, to support the project manager and deliver value to this Project.

A. Document Control

CDM Smith uses a document control system (ProjectWise) to manage documents in such a way that they are easily retrievable and up to date. CDM will initiate its document control system for the Project by first developing a document management plan. Within the plan, we will specify our preferred software and outline storage, access, and update of documents in a way that ensures their security, integrity, and traceability. Access to documents such as meeting minutes, agenda and specific folders will be shared with Connect Transit so that they may access project documents at any time.

B. Project Budget Control

CDM Smith will work with Connect Transit to develop an overall budget in accordance with expected funding limits. Once established that budget will be controlled using CDM Smith's system of procedures and internal software to ensure work expenditures closely match to the Project's financial plan. By monitoring, analyzing, and adjusting spending over the life cycle of the project, CDM Smith can maximize spending efficiency and prevent spending overruns to bring the Project to a close on budget.

C. Project Schedule

The project schedule establishes milestone dates for all Deliverables. Meeting these dates is critical to the overall success of the Project. CDM Smith will develop an initial project schedule to baseline major activities and phases of the project. The schedule will be discussed with Connect Transit, refined, reviewed, and collaboratively adjusted to create at the final baseline schedule for the project, represented in Gantt chart format. As the project progresses, schedule updates may be required, and will be provided by the project manager to the Project Team and stakeholders.

2.11 Existing Condition Evaluation and Field Investigations

A. Existing Facility Record Evaluation

CDM Smith will research available record information on the existing garage structure, with help from Connect Transit. The record investigation of the existing structure will be focus on existing characteristics of the existing garage structure that will impact design in any manner. This effort will be the initial effort before site visits are initiated, Refer to Section 2.14.B.1.j for field investigations.

B. Geotechnical Evaluation

CDM Smith's subconsultant, NASHnal will perform all required geotechnical work. Refer to Section 2.14.C for details.

C. Topographic and Utility Survey

CDM Smith's subconsultant, Farnsworth will perform all required survey on the proposed site. Refer to Section 2.14.B.1 for details.

D. Utility Coordination

CDM Smith's subconsultant, Farnsworth will perform all required utility coordination. Refer to Section 2.14.B.1.k for details.

E. Subsurface Utility Exploration (SUE) Level A (Potholing)

CDM Smith's subconsultant, Farnsworth will perform all required utility coordination. Refer to Section 2.14.B.1.l for details.

F. Environmental Investigation

The historical industrial uses on the Project site included auto repair, a paint shop, and printing prior to the construction of the existing parking structure in 1976. As a result, further investigations are recommended prior to construction procurement to determine if any environmental hazards exist. CDM Smith, along with its geotechnical sub-consultant NASHnal, will test sub-surface soils samples on site to determine if any special soil removal and disposal requirements are warranted when construction activities occur. If contaminated soil is discovered disposal requirements will be added to the project documents so that the Contractor properly disposes of soil as required by current environmental regulations. Environmental findings will be included in the geotechnical report.

2.12 Construction Cost Estimates

Construction cost estimates will be submitted at each major milestone from 30% Design through 100% design levels and updated following implementation of any change orders to the Project. A portion of the project kickoff meeting will be dedicated to establishing and agreeing on a work breakdown structure (WBS) for construction cost estimates. (The 30% estimate will be in CSI format in order to establish a baseline construction cost). CDM Smith will also categorize costs within the estimate that are likely eligible for FTA or IDOT funds according to FTA Joint Development Circular C 7050.1B. CDM Smith will also support Connect Transit in assigning which items within the construction cost estimates will be the responsibility of Connect Transit and which will be the responsibility of the City of Bloomington, with totals.

Construction Cost is a priority for this project and will be developed both at the schematic design phase and at later milestones. If estimated construction costs near available funding limits to within 10% of the Project at or following the 60% Design milestone, the Design Team will recommend cost cutting measures through a reduction of construction scope, and/or revisions to material used on the project to decrease construction costs.

2.13 Basis of Design Report

CDM Smith will produce a Basis of Design Report at the 30% design milestone that will be submitted with plans and specifications. The basis of design report will be a comprehensive summary of the project by discipline that begins with detailing the Project's design assumptions, requirements, and approach towards design. Items such as specific codes, design and programmatic requirements, and discipline narratives, will be included, along with design deviations and any Project direction given to the Design Team by Connect Transit and/or the City of Bloomington.

The report will also capture direction established in the technical workshops captured in agendas and meeting minutes. The report will also include a Draft Logistic Plan exhibit developed by CDM Smith which will include, but is not limited to, site access, material storage and staging areas, locations for significant cut and fill, location of retaining walls, site constraints, crew parking, roadway weight and height limits, required roadway and sidewalk closures, site fencing, site office, nearest hospitals, etc.

2.14 Sub-Consultants

A. DESMAN - Parking Consultant Services

CDM Smith's subconsultant, DESMAN will perform Parking Consulting & Functional Design for the bus terminal and parking structure. DESMAN's Scope of Services and contract terms and conditions for each phase of the project as related to the design and construction of the parking facility will be in accordance with that described within AIA Document C141 or other similar contract form. Details of DESMAN's Scope of Services is detailed below:

1. Kickoff Meeting with Project Team – The purpose of this meeting will be to introduce the DESMAN team to the Connect Transit staff and project steering committee, establish lines of communication, confirm the proposed study schedule, and gather any relevant reports and base data. The DESMAN team will seek to conduct one on one interviews selected Connect Transit and/or City staff representing key departments.

Prior to collecting data, we will attempt to identify the following:

1. Vision and goals for the parking system.
2. Who are the users that parking should adequately serve.
3. What are the current parking issues and tension.
4. What are the long-term planning and economic development goals for the area?

In addition to the above, it is our intent to discuss the following specific topics during the kickoff meeting:

1. Scope of work
2. Communication/Coordination Protocols
3. Goals of the study
4. Project schedule
5. Parameters of the study area
6. Future developments in the study area
7. Parking issues and concerns
8. Potential dates and times for parking
9. Occupancy surveys
10. Current Parking Administrative practices
11. Summary of expenses related to parking

2. Schematic Functional Design Phase

As an integral piece of the team, DESMAN will work to further gather and discuss information and available data regarding the current program. DESMAN will then review existing information which would include, but not necessarily be limited to the following:

- a. Goals for the Project
 1. Master plan concept
 2. Mix of parking users (i.e., transit center, short term, long term, visitors, etc.)
 3. Peak parking occupancies
- b. Site constraints
 1. Site size
 2. Adjacent buildings, and other facilities
 3. Setbacks requirements
 4. Height limitations

5. Limitations on entrance/exit locations
 6. Future expansion capabilities
 7. Site topography, soil capacities
 8. Street capacities, traffic flow directions
 9. Future adjacent development
- c. During this phase, DESMAN, working jointly with the Team, will develop different functional design concepts for the facility using the site, footprint envelope developed by CDM Smith and Connect Transit. In general, these concepts will illustrate such features as:
1. Garage geometry/ramping
 2. Basic structural grid
 3. Basic floor to floor heights
 4. Commercial/retail/transit center connections.
- d. DESMAN will then develop schematic functional drawings for a selected concept. Deliverables will include, but not necessarily be limited to, the following:
1. Ground level
 2. Typical level(s)
 3. Building section
 4. Isometric flow diagram
- e. DESMAN will develop a Basis of Design, with the team's input, which will include the following:
1. General code information
 2. Architectural/Functional design guidelines
 3. Parking structure layout guidelines
 4. Safety and security recommendations and guidelines
 5. Signage and wayfinding design guidelines
 6. PARCS design guidelines
 7. Mechanical and plumbing design guidelines
 8. Electrical design guidelines.
- f. Structural system evaluation and selection, led by CDM Smith with DESMAN's input and assistance, and its design elements will be incorporated into the above drawings. The stair/elevator locations will be incorporated within these drawings as well as the parking. Structural schematics will show elements as follows:
1. Proposed Structural Evaluation includes:
 - Precast vs. CIP pros and cons
 - Precast vs. CIP long term maintenance cost comparison
 - Evaluation and guidance for slab, beam, girder (CIP System) or double tee, IT beam, spandrel (PCC system) design
 - Column sizes and locations
 - Bay sizes

- g. Schematic functional drawings will show such items as traffic flow and parking layout, exit/entrance lanes, ramping system configuration, connections with external streets, etc.
- h. As part of our process in developing the final schematic functional design drawings, DESMAN will address numerous interrelated issues, including, but not necessarily limited to the following:
 - 1. Vehicle Ingress/Egress
 - Number of entrance lanes
 - Parking Access Revenue Control System (PARCS) recommendations and guidance (gating, equipment, space counting, proximity reader, QR code, LPR, key fob, etc.
 - 2. Internal Traffic Flow Each Floor
 - Ramping methods, slopes and locations
 - Method and control for PARCS locations to direct users to vacant spaces or areas
 - Search and find patterns and flow capacities
 - Exit patterns and flow capacities
 - 3. Parking geometrics
 - Bay and aisle width
 - Parking angle Stall width
 - ADA accessible stalls
 - 4. Vehicle Exiting
 - Number of exit lanes required
 - Equipment locations/type
 - Queuing requirements
 - Ramping method, slopes and location(s)
 - Exit locations
 - 5. Code Issues
 - Travel distances
 - Openness ratios, etc.
 - 6. Auxiliary space location
 - V.I.P./special use parking areas
 - Parking manager's office (if appropriate)
 - Staff locker and toilet rooms (if appropriate)
 - Bike Rooms (if appropriate)
 - Electrical/mechanical rooms
 - Storage space
 - Waste/Garbage Areas
 - 7. Pedestrian routes/facilities
 - ADA accessible routes & spaces
 - Pick-up/drop-off areas

- i. In addition to the above issues, the schematic functional design of the garage is influenced by user convenience and acceptability criteria/factors, some of which include:
 - 1. Ease of negotiated turns
 - 2. Minimizing choices to facilitate driver orientation
 - 3. Minimizing ramp slopes and transitions
 - 4. Selection of proper ingress/egress points
 - 5. Capacity of ingress/egress points
 - 6. Adequate queuing reservoir space
 - 7. Identify traffic friction and conflicts
 - 8. Minimize conflict with vehicles and pedestrians
 - j. DESMAN will develop schematic layouts of PARCS equipment based on the following criteria:
 - a. User acceptance
 - b. Ease of operation
3. Design Development and Construction Document Phases
- a. Parking consulting services including PARCS, signage & wayfinding, evaluation, peer review and input of architectural drawings/documents for the parking architecture and structure, i.e., stairs, elevators, beams, floor slabs, columns, etc., including:
 - 1. Develop slope criteria for floor slabs and ramps and waterproofing of slabs and joints above passenger areas.
 - 2. Develop floor spot elevations on all levels (final elevations are to be shown on Architectural or Structural drawings as determined by CDM Smith)
 - 3. Peer review of architectural design and drawings
 - 4. Peer review of structural system and drawings
 - 5. Final evaluation and recommendations for structural system strategy and execution;
 - f. Final recommendations and specification of PARCS system
 - 6. Final signage and wayfinding recommendations and layout
 - b. During these milestones, we will further develop the parking functional design including:
 - 1. Finalizing parking layout
 - 2. Finalizing car count
 - 3. Further development of physical layouts of access control equipment and traffic islands
 - 4. Review of security needs with the design team and owner
 - 5. Assist in development of operational & maintenance budgets
 - 6. Advise team as to wayfinding options and dynamic signage.
 - c. Prepare detailed specifications for the PARCS system and detailed drawings and specifications for the garage signage and wayfinding elements suitable for bidding, permit and construction of the parking structure.
4. Bidding Phase

- a. Answer questions pertaining to bid drawings and specifications, within DESMAN's scope, as appropriate.
- B. Farnsworth – Civil, Survey, Landscape, Site Electrical, Permits
 - 1. CDM Smith's subconsultant, Farnsworth will perform required survey on the proposed site. The survey will include a Boundary Survey plat, an ALTA Survey, a field survey to set the four corners of the block, title search from Chicago Title to identify easements and analysis of Title search work and boundary establishments. In addition, Farnsworth's Scope of Services also includes the following
 - a. Locate and show all visible physical features including, but not limited to, concrete and asphalt paved areas, sidewalks, drives, stoops, signs, and pavement striping along with the notation of parking, perimeter edges of buildings, trees over 4" diameter, visible and marked utilities, and other visible features. Above ground, visible utilities may include overhead cables and wires, poles, valves, hydrants, manholes catch basins, pull boxes, vaults, and other improvements. Underground utilities may include sanitary and storm sewers, water mains, gas, electric, fiber-optic, telecom, CATV, visible irrigation valve boxes, and other utilities. Any utility mapping the client may have will aid in the endeavor.
 - b. One-foot contours will be generated by a digital terrain model using AutoCAD Civil 3D software.
 - c. Visible utilities will be located within the project area. Farnsworth Group assumes no liability for the location of underground utilities marked by others.
 - d. Rim and invert elevations will be obtained for storm and sanitary sewer structures, no confined space entry is included.
 - e. A private utility will be performed; a J. U. L. I. E. locate will be called in.
 - f. Providing traffic control as needed to shoot the utilities, striping and topography in the roadways.
 - g. Horizontal and vertical control will be based on Illinois State Plane Coordinates West Zone and NAVD 88 benchmarks.
 - h. At least two site benchmarks will be established.
 - i. The topographic design survey will be drawn using AutoCAD Civil 3D based on Farnsworth Group's standard layering schedule at a suitable scale to be coordinated with the Client.
 - j. Provide a field inspection report, visually verifying all existing conditions within the project site where possible, including but not limited to underground utilities, existing buildings or structures, pavement condition, storm water drainage. Following initial submission of all survey files, visit the site to verify accuracy of the completed survey and detail existing conditions in a separate field inspection report for submission and review to Connect Transit. Following field verification, submit a final field inspection report to the Connect Transit as a formal submittal. Advise Connect Transit in writing

no later than five (5) calendar days from first discovery of differing field conditions if conditions differ from those shown on records provided by the City of Bloomington.

- k. Existing utility owners will be contacted to verify location of their utilities and cross referenced with field survey results. A review of utility owners whose facilities are impacted by the proposed improvements will be conducted and potential conflicts resolved. This work will include design work required to properly terminate existing electrical utilities currently on site but are no longer used, as approved by the City of Bloomington.
- l. To verify the precise horizontal and vertical location of existing utilities, it may be required that specific utilities be physically located, and accurate depths measured in the field. This is accomplished by installing a 6-inch to 8-inch diameter hole with specialized equipment above the utility, to visually confirm its location. Scope includes an allowance for up to eight (8) SUE Level A potholes up to 12 feet deep, should they be required.
- m. Farnsworth will be responsible for verifying all existing conditions within the project site including but not limited to underground utilities, existing buildings or structures, pavement condition, hazardous materials, storm water drainage, and soil conditions. Therefore, following initial submission of all survey files, CDM Smith will visit the site to verify all aspects of the completed survey and detail existing conditions. CDM Smith assumes that at least two (2) site visits will be required for this effort.

Following field verification CDM Smith will submit a final field inspection report to the Project Team as a formal submittal. CDM Smith will advise the Project Team in writing no later than five (5) calendar days from first discovery of differing field conditions if conditions differ from those shown on records provided by the City of Bloomington.

2. Project Development / Entitlement Services / Permits

a. Project Meetings

- 1. Kick-Off Meeting
- 2. Coordination Calls
- 3. Public Meetings
- 4. Meetings with Authorities having Jurisdiction (AHJ)

b. Data Collection:

- 1. Coordination with AHJ on infrastructure, design requirements, submittal requirements, schedule, fees, permits, and path to development.
- 2. Coordination with City of Bloomington and their consultant team on streetscape design and schedule
- 3. Coordination with IDOT on design requirements, anticipated improvements, design objectives, and required submittals.
- 4. Coordination with City of Bloomington and BNWRD on required approach to stormwater management, available infrastructure, design requirements, and pathway to achieving compliance with applicable regulations.

5. Review of NEPA and Geotech reports for incorporation of applicable information into design and demolition documents.
 6. Review of City of Bloomington Streetscape Design on adjacent streets to identify impacts to scope, schedule, and coordination of site element design on project site.
- c. City Coordination / Entitlements:
1. Meeting with City Planning and Zoning to review applicability of existing Zoning for proposed project scope, identify need and pathway to change Zoning, if necessary, and develop a Pathways to Permit for all required local permits for demolition and construction of project elements.
 2. Develop a formal *Pathway to Permit* document detailing the scope, schedule, applicable fees and other time or cost-critical information available to inform the design team through project development and design.
- d. Permits:
1. Meeting with City Planning and Zoning to review applicability of existing Zoning for proposed project scope, identify need and pathway to change Zoning, if necessary, and develop a Pathways to Permit for all required local permits for demolition and construction of project elements.
 2. Develop a formal *Pathway to Permit* document detailing the scope, schedule, applicable fees and other time or cost-critical information available to inform the design team through project development and design.
3. Construction Documents:
- a. Traffic Study: Includes traffic study of up to two intersections adjacent to project site where AHJ (IDOT or City of Bloomington) identify that potential change in use of property warrants study.
 - b. Stormwater Study: Identify stormwater management requirements for project site. Work with City of Bloomington and BNWRD to identify allowable methods (infiltration, green infrastructure, underground detention, pay fee in lieu) of achieving compliance. Prepare report showing required calculations and conceptual mitigation methods for City review and concurrence prior to initiating detailed design for inclusion into Design Documentation.
 - c. Coordination Calls: Assumes attendance of project manager and appropriate discipline leads in weekly coordination calls for 30-week design duration.
 - d. Demolition Plan: Develop base sheets of existing conditions from Topographic Survey and Utility maps. Prepare Demolition Plan for existing infrastructure behind curbs on project site defined as the block between Market Street, Madison Street, Monroe Street and Center Street.
 - e. Layout Plans: Prepare site layout plans for proposed building, entrances, site improvements, and sidewalk elements on project site. Appropriate Northing/Easting or dimensional information will be provided to enable review and construction. Site benchmarks and control points will be identified.
 - f. Site Design: Provide site design adjacent to the transit center building to facilitate vehicle, pedestrian, and bicycle access. The civil design will include geometry, grading locations and details for pedestrian sidewalks and crosswalks, bicycle parking and ADA-Accessible

ramping along Center Street, as well as for the center area of the liner building that facilitates access from Center Street down to transit center level. Roadway design will be limited to the transition entrances to the bus transfer area and parking garage from the existing roadway geometry. Limits of the civil design are to the back of the nearest curbs at Madison and Center Streets and to the center of Market and Monroe Streets to facilitate entrance transitions for the transit center and the parking garage. These limits do not apply to those roadways requiring repair as part of new and existing in-street utility work. Proposed construction staging and phasing to maintain, as much as possible, continuous operation of bus service will also be included within the civil design. This, combined with maintenance of traffic design will provide the Contractor with a roadmap to minimize bus system disruptions during mobilization and construction.

- g. Utility Plans: Prepare utility plans, including plan and profile as applicable for storm sewer, roof and footing drains, sanitary sewer service, and domestic water and fire service from utility mains to 5' from proposed building, including required meter pits, backflow preventers, sampling manholes and other ancillary infrastructure required by the AHJ. Include required details in plan set.

Show gas, electric, data and other additional applicable utility layouts *provided by utility companies* on utility plan.

- h. Site and Sidewalk Grading: Prepare site grading plan and grading details for site between building face and face of adjacent curb, incorporating appropriate City streetscape grading into plan as determined in coordination studies performed as detailed above. Sidewalk and vehicle entrance grades will be detailed, including provision of applicable pedestrian routes along eastern side of proposed building leading to ramps/walls in courtyard providing access into lower-level bus terminal.

Prepare erosion control plans identifying critical areas, providing mitigation controls details, specifications and maintenance requirements for construction site erosion controls identified in Stormwater Pollution Prevention Plan (SWPPP)

- i. Submission Packages: Prepare Civil/Landscape Architecture Milestone Submittals for internal team review at 30%, 60%, 90% and 100%.
- j. Landscape Architecture: Design support for the hardscape with our civil & electrical engineers. Plantings and Soils Plans development will include:

1. Plantings and Soils Plans Development:

- a. Meet with the Architect and Owner regarding the types of plant material palette to develop for this project. We shall strive for plant material that provides seasonal color and low maintenance.
- b. Prepare soil plans for all plant material beds and planting plans. Include all callouts, schedules, details, and specifications.
- c. Coordinate all underdrains for plant material with the civil engineer.
- d. Develop a 60-day maintenance plan to start after award of substantial completion.
- e. Submit plant material cutsheets with the 60% submittal for review and approval.

- k. Irrigation Plans Development:

1. Design the point of connection and coordinate with the plumbing engineer.
2. Controller layout including boxes and electrical connections. Coordinate with the electrical engineer.
3. Irrigation head layout. Coverage to be 50% head-to-head.
4. Mainline and lateral piping layout
5. Master valve and zone valves sizing and layout.
6. Zone drip system layout if needed.
7. Quick coupler layout
8. All pipe sizing based on 5 fps.
9. Suggested irrigation schedule. Final irrigation schedule to be done by planting contractor.
10. All schedules, details, and callouts for the irrigation plans.
11. Submit equipment cutsheets with the 60% submittal for review and approval.
12. 60-Day maintenance calendar and specification for all landscape related items.

I. Site Electrical:

1. Prepare site lighting, power and data plans, and associated details for site between building face and face of adjacent curb, incorporating appropriate City streetscape lighting into plan as determined in coordination Connect Transit and the City of Bloomington.
2. Coordinate power requirements with local utility in addition to City of Bloomington for Streetscape specific lighting and accessories requiring power.
3. Coordinate power needs and requirements for enhanced parking technologies located between the building case and face of adjacent curb.

4. Bidding:

- a. Attend pre-bid meeting.
- b. Respond to RFI, coordinate with team on questions, issue items for inclusion into Addenda.
- c. Attend bid opening, review bids and participate with team in review and recommendation, as needed.

C. NASHnal – Geotechnical and Soil Testing

CDM Smith's subconsultant, NASHnal will perform geotechnical investigations for the project which includes soil borings, testing, and a report with recommendations. Details of NASHnal's Scope of Services is detailed below:

1. Geotechnical Borings:

NASHnal will drill ten (10) geotechnical soil borings, split to the following quantities and depths: three (3) borings to 30-feet; two (2) borings to 35-feet, two (2) borings to 40-feet and three (3) borings to 50-feet. The increasing boring depths are due to the change in existing grade at the site from north to south. NASHnal will perform borings at locations located by CDM Smith to obtain preliminary geotechnical data to support the facilities structural design. NASHnal will also sample with two (2) environmental boreholes using GeoProbe equipment to a depth between 10 to 20-feet inside the existing garage to collect samples for CCDD testing. NASHnal's field crew will determine the surface elevation at boring locations by reference to a convenient benchmark on or near the site or by Google Earth. Before drilling, we will contact J. U. L. I. E. to locate public underground utilities. J. U. L.

I. E., does not charge for this service, but will also not locate private underground utility lines within the property. If there are private underground utility lines where we are to drill, we recommend contacting a private locating company, which will charge for its services.

NASHnal will drill with hollow stem augers or solid stem augers, and sample by the split barrel method (ASTM D 1586). NASHnal's field crew will maintain logs noting the drilling and sampling methods and groundwater levels. Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with soil cuttings at your request and not by Bentonite Grout.

2. Laboratory Testing:

The laboratory program will be initiated by our Geotechnical Engineer who will examine the recovered samples to determine the major and minor soil components. We anticipate performing routine testing including moisture content determination and unconfined compressive strength of cohesive samples (by hand penetrometer). If special testing is required, such as Atterberg Limits tests, gradation tests, organic content tests, or consolidation tests, we will contact you to discuss a modification in the scope of work before proceeding. After completion of the laboratory testing, the Engineer will visually/manually classify each sample based on texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs and the geotechnical report.

3. Geotechnical Report

In our report, we will describe the soil and groundwater conditions that we encounter and present recommendations for feasible methods of foundation and earthwork design and construction. We will discuss site preparation and excavation, including the placement of fill or backfill. We will present various foundation systems if possible and applicable design parameters and settlement recommendations. We would also discuss the embedment of the structure's foundations for protection from frost penetration. We will present an estimated coefficient of friction of concrete and soil, for the use in design of the foundations for lateral forces. We will present recommendations for preparation of the floor slab sub grade/structural floor, with an estimated modulus of sub grade reaction for the use by the Structural Engineer in designing the floor slab thickness. We will discuss the applicability of a vapor barrier under the slab on grade, to reduce the migration of water vapor upward from the soil into and through the concrete slabs. Water vapor migrating upward through the slabs can damage floor coverings. We would also include the recommendations for parking areas. Our report will conclude with a discussion of construction considerations related to foundations and earthwork on this site.

2.15 Design Phase (10% through 100%)

The Scope of Services includes engineering and architectural from 10% design level to a final (100%) design level, including all ancillary submittals required to IDOT, FTA permitting agencies, or other coordinating stakeholders. The design phase will begin with validating the existing design program, refine and improve current concepts (or introduce new concepts as required), and design approved concepts to a schematic (30%) level. CDM Smith will bring three (3) design options to Connect

Transit for the facility configuration for the 30% Design. Following discussions, comments, workshops, and approvals, one (1) option will be selected. Development from the schematic (30%) design to final (100%) design will then commence for the selected option. Major elements of the design include the following:

A. The Transit Center Facility

1. Transit Center

The transit center will consist of an outdoor covered facility with bus entry and exit from Market Street, with a minimum of ten (10) bus berthing locations. The facility will also include amenities such as benches, real-time arrival signage, and wayfinding signage and bicycle parking within the transit center space.

CDM Smith will validate the currently developed design alternatives for the transfer center layout. This effort will serve as review and assessment of the preliminary plan based on project requirements. This will be followed by refining plans into up to three (3) primary alternatives to optimize the layout for bus transit operations. Diagrams illustrating roadway, bus, bike, and pedestrian circulation for each alternative will also be created. Following this preliminary development, CDM Smith will hold *Workshop No. 4 – Transit Center Layout*, with Connect Transit to thoroughly review and discuss the three (3) alternatives and select a preferred alternative. Refer to Technical Workshops, Section 2.16.D for additional details.

CDM Smith's transit center design will embrace open and inviting spaces with clear lines of sight where possible, governed only by limitations in site grading, structural design, or similar design parameters. The transit center space will be designed to include controlled points of ingress/egress to encourage use of the space and enhance safety and security and include requested amenities. For aesthetic development of the transit center building, refer to Section 2.15.A.4.

2. Parking Garage

The proposed parking garage will consist of a two (2) parking deck above the transit center, which will have the option of being designed for future vertical expansion up to one (1) more level (for a total of three (3) levels). The garage will be located above the transit center, with access from Monroe Street. The parking structure will include two elevators and two sets of access stairs, paid and public parking, and spaces for the transit center operations and incidental uses.

CDM Smith will validate the currently developed design alternatives for the parking garage. This effort will serve as review and assessment of the preliminary garage layout plan based on project requirements. This will be followed by refining plans into up to three (3) primary alternatives to optimize the layout for efficient and safe vehicular circulation. Diagrams illustrating vehicular, bike, and pedestrian circulation for each alternative will also be created. Following this preliminary development, CDM Smith will hold *Workshop No. 5 – Parking Garage Layout*, with Connect Transit to thoroughly review and discuss proposed configurations and select a preferred alternative. Refer to Technical Workshops, Section 2.16.E for additional details.

The parking garage layout heavily is dependent of the transit center layout; therefore, CDM Smith will run the design of both concurrently. For aesthetic development of transit center building, refer to Section 2.15.A.4.

3. Liner Building

The Liner Building is a proposed building directly adjacent and to the east of the transit center and parking garage along Center Street. The building will extend north to south from Market Street to Monroe and is divided in the center by a proposed plaza with ADA accessible ramps. At its base level to the south, the liner building will accommodate an indoor climate-controlled waiting area/lobby, customer service area, route information signage, public restrooms, security office, and mechanical and electric support spaces for the transit center. The remaining building space above and to the north will be leasable areas for retail/office space to generate revenue for the transit system. Anticipated uses will be provided by Connect Transit. Refer to Section 2.16.B for the *Workshop No. 2 - Market Analysis*.

Connect transit expressed the desire to have the option to postpone the construction of the liner building if funding is not available to support it. To meet this need CDM Smith will include a no-build option into the design. This will detail what portions of the building are still necessary regardless of a no-build selection (such as foundation, walls and basement support spaces) and how the incomplete building would be finished, until such time that the full build-out were to occur. Uses for how to treat the additional footprint of the building will be included in the three (3) 30% design options.

CDM Smith will validate the massing concepts currently developed for the liner building, including those developed by CDM Smith as part of our response to the RFQ. Following preferred alternative selections by Connect Transit for the transit center and parking garage from Workshops No. 4 & 5, CDM Smith will refine current building massing based on the overall height and width of the garage structure selected. Up to three (3) primary alternatives for the liner building massing will be submitted to Connect transit to comment on and ultimately select a preferred alternative from. For aesthetic development of the transit center building, refer to Section 2.15.A.4.

Following selection of a preferred massing alternative for the liner building, CDM Smith will develop a core and shell schematic design for the building, which will include all required transit center support spaces located on the base level. In its final form the liner building design will include all details for exterior building design, including roof, cladding, glazing, walls, foundations, etc. Required base building services such as mechanical, electrical, plumbing, and fire protection are also included; however, build-out of the future tenant space is excluded from Scope.

4. Aesthetic Building Development

CDM Smith's historic architect will review designs of the overall proposed building alternatives including the transit center, garage and liner building both as they are developed, and with the Project Team at agreed-upon milestones, to ensure the building complements the project's surroundings, rhythm, and historic setting. To aid Connect Transit in visualizing the aesthetic concepts proposed for the overall transit center building,

computer-generated three-dimensional renderings will be produced. Renderings will convey the planned appearance of key internal and external spaces of the selected, proposed design. CDM Smith is aware that Connect Transit is interested in exploring different options for the overall aesthetic of the transit center building. To support that effort, CDM Smith will produce two (2) rendering views for up to three (3) different aesthetic options, or six (6) total renderings. Following that effort, CDM Smith will produce up to an additional eight (8) high-quality visual renderings over the duration of the project for stakeholder outreach, public engagement, etc.

Following approval of overall building aesthetic, proposed materials and color selections will be made, selected by CDM Smith to match concepts shown in approved renderings to reinforce the buildings planned aesthetic. All materials and color selections will be submitted to the Project Team for comment on and approval.

5. Existing Garage Demolition

Design will include an existing garage demolition plan. Tasks such as permitting support, demolition-phase planning, and maintenance of traffic to reroute local traffic during demolition will also be included. This effort will also extend to Connect Transit's bus service. Instructions to be followed by the construction firm performing the demolition will be developed by CDM Smith to minimize interruptions with Connect Transit's continuous operations.

CDM Smith will also present a recommended earth retention system (ERS) within the design that will need to be installed by the Contractor to support excavation before and/or during garage demolition. The selection and design of the ERS system that will be implemented will be the approved Contractors responsibility.

6. Retaining Structure

A temporary ERS system will be installed by the contractor to retain earth on three sides of the site to facilitate garage demolition and allow for the construction of the proposed facility. However, a permanent retaining structure will need to be installed to supplement the temporary system, function for the life of the transit center, and ensure earth pressures are not applied to the structure of the transit center. This retaining structure will be placed along the south edge of West Monroe Street for the width of the site, as well as along Center and Madison Streets from Monroe Street, to the north to roughly mid-block. The existing garage does not have such a retaining structure in place can be re-used to retain earth, as it used a tiered design, retaining soil in steps between the first, second and third levels of the garage.

7. Sustainable Design Analyses (30%)

Design work performed by CDM Smith will support for sustainable design initiatives for the 30% submittal only. Work will include selection of design materials, fixtures and processes that are energy efficient at no additional cost. LEED certification is not applicable for garage structures and given limited site constraints and lack of program for the liner building, LEED certification will not be pursued by CDM Smith for this project. Refer to *Workshop No. 6 – Sustainability*, Section 2.16.F for additional details on sustainable design Scope.

a. Electric Vehicle Design Initiatives

As part of sustainable design, CDM Smith will provide a detailed analysis and one (1) finding report for four (4) electric vehicle design initiatives contained within the Project for the 30% design only.

- Initiative No. 1: Detailed analysis of the current electric bus vehicle performance and how that aligns with current downtown routes that interface with the Downtown Bloomington Transit Center. The goal of this analysis is to understand if on-route high-energy charging is needed in the new facility to extend the range the electric vehicles, should they be implemented in the future. Data for electric busses for this initiative to be provided by Connect Transit.
- Initiative No. 2: Detailed analysis of the design aspects that must be considered to accommodate Level 2 and Level 3 electric vehicles chargers within in the parking structure. The goal of this analysis is to understand what electrical infrastructure would be required to support Level 2 and Level 3 electric vehicle chargers, size of the service required, size of onsite equipment required, and proposed location(s) for that equipment. Additionally, the number, size and proposed runs of conduit required from the power equipment to the parking deck levels through the parking garage structure. Analysis will be performed with three (3) different levels of electrical service. Service Assumptions: 2%, 5% and 10% of the total public parking spaces will accommodate electric charging with up to four (4) Level 3 charging and the remaining balance Level 2 infrastructure.
- Initiative No. 3: Review the potential for electric bus charging infrastructure within the facility which may include solar energy collection and storage to lessen electric demand from charging busses.

B. Discipline Design Responsibilities

1. Site/Civil Design

The CDM Smith Team will provide site design adjacent to the transit center building to facilitate vehicle, pedestrian, and bicycle access. The civil design will include geometry, grading locations and details for pedestrian sidewalks and crosswalks, landscaping, bicycle parking and ADA-Accessible ramping along Center Street, as well as for the center area of the liner building that facilitates access from Center Street down to transit center level. Roadway design will be limited to the transition entrances to the bus transfer area and parking garage from the existing roadway geometry. Limits of the civil design are to the back of the nearest curbs at Madison and Center Streets and to the center of Market and Monroe Streets to facilitate entrance transitions for the transit center and the parking garage. These limits do not apply to those roadways requiring repair as part of new and existing in-street utility work.

Proposed construction staging and phasing to maintain, as much as possible, continuous operation of bus service will also be included within the civil design. This, combined with maintenance of traffic design will provide the Contractor with a roadmap to minimize bus system disruptions during mobilization and construction.

2. Architectural Design

CDM Smith will provide architecture design for the transit center, parking garage and liner building, as well as architectural features of outdoor plaza areas including stairs, ramps, and railings, as needed. The architectural drawings will include all plans, elevations, building sections, wall sections, schedules and details required to obtain a building permit from the City of Bloomington and to communicate the design to bidding contractors. The architectural design will also include all vertical transportation, and life safety plans that documents all required fire separations, egress requirements, compliance with applicable codes and standards including:

- International Building Code 2018 with City of Bloomington amendments
- International Mechanical Code 2018 with City of Bloomington amendments
- International Fire Code 2018 with City of Bloomington amendments
- National Electric Code 2020
- Illinois Accessibility Code
- Illinois Plumbing Code
- Americans with Disabilities Act Accessibility Guidelines
- Public Right of Way Accessibility Guidelines

3. Structural Design

CDM Smith will provide structural design for the transit center, parking garage, and liner building site structural such as plaza ramps and walls, and the site's permanent retaining structure. Sizing and placement of all structural members, including foundations, piers, columns, walls, floors, roofs, and any required specialty elements, shall be shown on drawings. The foundation system for the garage and liner building is assumed to be a shallow foundation system constructed from cast-in-place concrete. It is assumed that the liner building will be a steel framed system with bolted moment connections and cast-in-place concrete floors with metal decking. The structural design will include all plans, elevations, building sections, wall sections, schedules, details, and calculations required to obtain a building permit from the City of Bloomington and to communicate the design to bidding contractors. Structural design will also include coordination with the geotechnical engineer as required to revise the final report to meet building permit submission requirements.

4. Mechanical, Plumbing, Fire Protection Design

CDM Smith will provide mechanical, plumbing and fire protection (M, P, FP) design for the transit center, parking garage, and liner building as required.

The liner building mechanical design will provide an HVAC system to handle the requirements of the basement support spaces and the transit center only. Additional space will be reserved in the mechanical room for a larger future HVAC system to handle the needs of the proposed liner building leasable space above and to the north. The liner building plumbing design will include the design of water distribution system, sewer system, and roof drainage. The water and sewer systems will be designed conservatively as well to account

for all future needs of the liner building and leasable space. The designed systems will include provisions to allow for easy piping connections for future expanded service. The fire protection design for the liner building will be a performance specification and will include the design criteria for a wet sprinkler fire suppression system. For the fire protection system design, it is assumed existing city water pressure will be adequate to supply the system for the ground floor of the liner building without the need for a fire pump. However, independent space for a fire pump room will be allocated in the design, to allow for future installation of a fire pump, should the leasable space of the liner building require it.

The mechanical design of the transit center will include a robust ventilation system throughout the transit center space, and particularly at the waiting areas, to disburse bus exhaust, and maintain an air exchange rate that provides a healthy atmosphere for passengers. Plumbing design will include trench drains and local area drains to capture water and snow runoff from busses. These drains will lead to an inground oil-water separator that will also be designed and connected to the city storm drain system. Fire protection design for the transit center will include a wet sprinkler system above mounted above the bus areas. It is assumed that existing water pressure from the city is adequate for the transit center sprinkler system. Design of a fire pump for the transit center is not included in Scope.

The parking garage will require design for a dry fire suppression system for any covered parking deck. However, if garage design includes a single parking deck above the transit center open to weather, a fire suppression system is not required. Each level of the garage will include a sloped parking deck to proliferate drainage. The plumbing design for the garage will include area floor drains at parking deck low points equipped with downspouts that lead the transit centers oil-water separator and then to the City's storm drain system.

5. Electrical Design and Fire Alarm Design

CDM Smith will provide electrical and fire alarm design for the transit center, parking garage, and liner building.

The electrical design assumes that the existing electrical service will be replaced with a new service, and that no existing power company easements must be preserved. The new electric service will be sized to accommodate all power needs for the transit center, parking garage, elevators, and future loads of the liner building. Service entrance is assumed to be underground. CDM Smith will coordinate service requirements with the utility provider, Ameren. The service will be configured for separate metering of Transit Center, Parking Garage, and future Liner Building commercial tenants. Multi-tenant meter center and tenant service equipment are excluded. CDM Smith will make electric power capacity assumptions for the liner building based on the demands of a typical speculative retail and restaurant space.

All primary elements of the power distribution and lighting systems shall be designed and shown on the drawings and will include electrical one-line diagrams, plans, schedules, and details. CDM Smith will also provide lighting design for indoor and building-mounted exterior lighting only. Street lighting, and traffic signals are excluded from Scope.

CDM Smith will also be responsible for fire alarm system design in areas where required. The fire alarm system will monitor fire suppression systems and will have the capability of expansion in the future to accommodate additional occupiable spaces. The parking garage will not require fire alarm design per NFPA 1 Fire Code.

6. Communications and Security Design

CDM Smith will provide communications and security design for the transit center, parking garage, and liner building. Communications design will include routing of conduit as required to provide power and networking needs to the proposed transit technologies such as route identification, dynamic real-time information displays within the transit center. Networking needs will be distributed via network racks placed within a networking room separate from the electrical room in the basement of the liner building. CDM Smith will engage the telecommunications providers to coordinate service to the proposed facility, and details such as point of entry, and timing of installation. The system will be set up to be expandable for future liner building needs. Due to the size of the garage and transit center, security camera cabling will not be able to be run from one location to serve all security cameras. CDM Smith will include design intermediate distribution enclosures in the design, to be placed in locations within the garage, and on each floor to facilitate proper camera coverage. Additionally, because the garage will be a concrete structure, a distributed antenna system (DAS) will be required to ensure first responders have proper radio coverage within the facility and garage in the event of an emergency. CDM Smith will design this system as well as coordinate with the Authority Having Jurisdiction (AHJ) to confirm the system meets all requirements.

Security camera design and layout will be provided for the transit center, public spaces within the ground floor of the liner building, as well as for the ADA access ramps area, and the parking garage.

C. Building Information Modelling (BIM)

1. A Revit model of the facilities will be developed to visualize the spaces, perform clash detection between disciplines, and generate contract drawings. Models will be developed to a LOD 300 and are not intended for use by the Contractor or Connect Transit for construction coordination or continued operations and maintenance.

2.16 30% Design Technical Workshops

The CDM Smith team will schedule and facilitate workshops with Connect Transit and other stakeholders to achieve consensus around the important project elements. The outcomes of these workshops will inform and verify the overall program and guide the remainder of the design process. CDM Smith suggests the following technical workshops to be held and completed during the Schematic (30%) Design Phase.

A. Workshop No. 1 - Project Delivery Method Analysis

CDM Smith will support Connect Transit in the selection of project delivery method that can meet the demands of the desired project schedule and expectations of project stakeholders. Project delivery method is a topic that will be generally discussed at the Project Kick-Off

meeting; however, it is CDM Smith's position that this topic requires a thorough formal analysis to aid Connect Transit in making an informed decision. The workshop will review different procurement and packaging options that best meet Connect Transit's needs, as well as present constraints, benefits, and risks of each, with examples and recommendations. This will be submitted as report to the Project Team, and an in-person workshop will be held to review the report findings and recommendations, with the goal of collaboratively deciding on the best delivery method for the project. After the project deliver method is determined, CDM Smith will tailor the design of the Project so that the project delivery method selected by Connect Transit can be implemented.

B. Workshop No. 2 - Market Analysis

Connect Transit has requested that the liner building, as part of the transit center building design, contain leasable space with the goal of producing additional revenue for the Agency in the future. As the project included IDOT and FTA funding, Connect Transit will need to navigate the FTA Guidelines of Joint Development to allow FTA funding to be used for real property. This effort will aid Connect Transit identifying viable leasing opportunities for the liner building leasable space, which will benefit the local community, have a positive financial return, and spur economic growth. This analysis will be submitted as report to the Project Team, and an in-person workshop will be held following review to discuss the report findings and recommendations.

C. Workshop No. 3 – Bus Routing Analysis

The introduction of a new bus transfer center into the existing Connect Transit bus system will require significant changes to how buses travel. CDM Smith will review current and future planned bus routes, route headways and layovers, customer transfers and current fleet and service levels. Following review, transition plans will be developed to help Connect Transit understand how bus routes can be transitioned to begin using the new facility when its complete. CDM Smith will also define and present different alternatives to optimize bus vehicle assignment scheduling, for all routes in downtown Bloomington, (referred to as "the buckle"). This analysis will be submitted as report to the Project Team, and an in-person workshop will be held following review to discuss the report findings and recommendations.

D. Workshop No 4: Transit Center Layout

CDM Smith will lead this 30% Design Workshop with the primary goal of presenting three (3) alternatives for the transit center and selecting a preferred alternative. This will provide a definitive alternative that CDM Smith Team will use to advance the schematic design after workshop completion. CDM Smith will require that proper stakeholders who are able to make decisions for Connect Transit and the City of Bloomington are in attendance either virtually or in-person at the workshop.

The transit center layout alternatives will focus on maintaining a functional, safe operations for buses, pedestrians, and bicycles. The CDM Smith team has identified three potential alternatives and refinements to the conceptual design parking garage layout:

1. Alternative 1: Optimized Transit Center Operations
2. Alternative 2: Optimizes Parking and Leasable Space

3. Alternative 3: Optimizes Transit Center and Parking

Secondary design considerations that CDM Smith will discuss and evaluate will include transit center support space layout, type of transit technologies to implement, passenger amenities, and enhanced ventilation to provide a comfortable environment for passengers and staff. Planned spaces such as the vestibule area, restrooms, offices, support spaces, as well as passenger amenities such as benches, trash/recycling receptacles, and bike parking will also be evaluated and located to support intermodal transfers. Transit technologies such as route identification, dynamic real-time information displays, and communications systems will also be topics that CDM Smith will request input on.

E. Workshop No 5: Parking Garage Layout

CDM Smith will lead this 30% Design Workshop with the primary goal of presenting three (3) alternatives for the parking garage, considering how each influences the transit center layout, and selecting a preferred alternative. This will provide a definitive alternative that CDM Smith Team will use to advance the schematic design after workshop completion. CDM Smith will require that proper stakeholders who are able to make decisions for Connect Transit and the City of Bloomington are in attendance either virtually or in-person at the workshop.

The parking garage layout alternatives will focus on maintaining a functional, safe operations for parking users, including transit center transfers, short-and long-term visitors, retail, staff, etc. The CDM Smith team has identified three potential alternatives and refinements to the conceptual design parking garage layout:

1. Alternative 1: 60-degree one-way parking with west speed ramp.
2. Alternative 2: 90-degree two-way parking with west bay ramp.
3. Alternative 3: 90-degree two-way parking with speed ramp.

Secondary design considerations that CDM Smith will discuss and evaluate will include the selection of precast versus cast-in-place concrete structure, proposed foundation types, structural framing with and without transfer beams, size and flow of parking lot entrance/exit, number of spaces and parking decks required, configurations of ramps, and allowable space for the liner building. Parking technologies to be discussed include frictionless technologies such as license plate readers. Additionally, lessons learned shared by the Project Team regarding the configuration of the Uptown Transit Center will be discussed and integrated into the design.

F. Workshop No. 6 - Sustainability

CDM Smith will lead this 30% Design Workshop with the primary goal of fostering collaboration and innovation in implementing green and sustainable technologies for the design of a transit center building. Design considerations will include a thorough investigation into city, state, and federal requirements concerning sustainable design and construction practices and aligning these regulations with Connect Transit's goals and philosophies. Evaluation of the feasibility of various sustainable systems and approaches aimed at reducing operating costs and environmental impact, with a particular focus on electric bus charging prospects, supplemental power from solar energy generation, and in-route electric bus charging possibilities will also be discussion topics. The discussion will encompass the potential benefits and challenges associated with implementing ParkSmart, ensuring that sustainable industry best practices

serve as a baseline even if it is not fully implemented. Through this workshop, stakeholders will work towards devising a comprehensive strategy that not only meets regulatory standards but also reflects a commitment to environmental stewardship and long-term sustainability in the design and operation of the transit center building. CDM recommends holding this meeting following the completion and submittal of the four (4) electric vehicle design initiatives reports detailed in Section 2.15.A.7.a.

G. Workshop No. 7 – Safety and Security

CDM Smith will lead this 30% Design Workshop with the primary goal of ensuring safety and security measures are integrated into the design. Topics will include industry strategies, examples, and philosophies concerning facility and operational safety and security. Design options include creating open and inviting spaces with clear lines of sight, increased lighting, and controlled points of ingress/egress to encourage both security presence and public use while eliminating hiding spaces. Topics discussed will also include cost-effectiveness and benefits of implementing foot patrols versus camera surveillance systems, weighing factors such as deterrence, response time, and required operational expenses.

H. Workshop No. 8 – Accessibility

CDM Smith will lead this 30% Design Workshop with the primary goal of ensuring ADA accessibility measures are integrated into the design in a manner approved by the City of Bloomington, Connect Transit, and all applicable codes. Beyond meeting baseline requirements such as FTA guidelines, PROWAG, ADAAG, Illinois Accessibility Code, and ANSI A117.1, the workshop will explore avenues for enhancing accessibility to create a safe and welcoming environment for all transit system users and Bloomington residents.

I. Workshop No. 9 – Aesthetic Building Development

CDM Smith will lead this 30% Design Workshop with the primary goal of selecting of the architectural design character for the new facility. CDM Smith understands that the aesthetic design must be compatible with and complement the historic quality of the area and the downtown streetscape project. The Secretary of the Interior (SOI) standards provide guidance that new construction adjacent to historic architecture shall be compatible with but differentiated from existing facades.

In addition, the design character of the facility will be influenced by the surrounding context and planned improvements, including the City of Bloomington's new streetscape standard. CDM Smith will review materials and designs used on the streetscape design and propose compatible elements for the transit center. Additional design considerations to be discussed include the visibility of sustainable design features such as solar canopies, green roofs, water-efficient landscapes, and charging stations. CDM Smith will discuss design materials and the durability/maintainability of the potential materials during the workshop.

CDM Smith will include the development of 3D renderings visualizations to facilitate stakeholder outreach and public involvement. Refer to Section 2.15.A.4 for details on aesthetic building development and renderings.

J. Workshop No. 10 – Constructability

CDM Smith will lead this 30% Design Workshop with the primary goal of ensuring that constructability is thoroughly evaluated during the design phase. Considerations that will be discussed include site constraints, material availability, material delivery routes, street closures, maintenance of traffic, and other potential logistical challenges. CDM Smith will develop a construction phasing and staging plan, aimed at defining construction mobilizations minimizing impacts on surrounding areas and identifying contractor staging areas.

2.17 Schematic (30%) Design Package Deliverables

CDM Smith will prepare the schematic (30%) design submittal, which will include the following:

A. Basis of Design Report

1. Introduction and Background
2. Design Criteria
3. Design Narratives, per Discipline
4. 3D Visual Renderings Produced
5. Draft Finish and Material Boards
6. Draft Logistics Plan (Section 2.13)
7. Geotechnical Report (Section 2.14C)
8. Electric Vehicles Design Initiatives Memos(Section 2.15.A.7.a)
9. Construction Cost Estimate (Section 2.12)
10. Baseline Schedule Including Design, Permitting, Bidding, and Construction
11. List of Proposed Specifications
12. Workshop Agendas and Meeting Minutes for Workshop No 1 thru 10. (Section 2.16)

B. Schematic (30%) Design Drawings

1. Cover Sheet, Index, Plat of Survey
2. Civil: General Notes, Site Removal Plans, Proposed Site Plans, Site Drainage Plan, Existing and Proposed Utility Plans, Grading Plan, Landscape Plan, Roadway Plans and Typical Sections, (as required), Concept Construction Phasing Plans.
3. Architectural: Code Analysis, Life Safety Plans, General Notes, Architectural Site Plan, Garage and Building Plan and Elevations, Building Sections, Roof Plan, Reflective Ceiling Plans.
4. Structural: General Notes, Garage and Building Foundation Plan, Building Geometry, Wall Plan, Elevations and Sections, Schematic Framing Plan, Preliminary Structural Calculations.
5. Mechanical, Plumbing, Fire Protection: General Notes, HVAC Building Plan, HVAC Schedules, Below Grade Plumbing Floor Plan, Fire Protection Floor Plan, Preliminary Mechanical and Plumbing Calculations.
6. Electrical and Fire Alarm: General Notes, Electrical Site Plans, Ground Floor Power Plan, Ground Floor Grounding Plan, Ground Floor Fire Alarm Plan, Lighting and Receptable Plan. Electrical Details, Preliminary Electrical Calculations.
7. Communications and Security: General Notes, Communications Plan, Security Camera Plans
8. Demolition: General Notes, Demolition Plan, Sections and Elevations.

2.18 60% Design Package Deliverables

The 60% design submittal develops all the main details for the Project and defines the remainder of the drawings not included in the 30% design submittal.

A. Basis of Design Report Supplement

1. Updated and Additional 3D Visual Renderings Produced
2. Updated Finish and Material Boards
3. Updated Construction Cost Estimate (Section 2.12)
4. Project Schedule Revisions (if any)
5. Complied Project Specifications

CDM Smith assumes that a standalone supplement to the 30% Design Report will be created for this submission. All items previously included in the 30% Basis of Design Report will not be resubmitted.

B. 60% Design Drawings

1. Update of all drawings within the Schematic (30%) Design Drawings plus additional drawings listed below:
2. Civil: Roadway Cross Sections, Enlarged Roadway Plans, Drainage Profiles, Utility Details, Maintenance of Traffic Plans, Pavement Markings and Signage Plans (as required), Construction Phasing Plans, Erosions and Sediment Control Plans.
3. Architectural: Enlarged Plans and Elevations, Building Envelope Details, Roof Details, Partition Types, Door Schedules, Finish Schedules.
4. Structural: Framing Plan, Wall Sections and Details, Reinforcement and Concrete Details, Slab and Joint Details, Pole, and Signage Foundations (as required), Mounting Brackets (as required), Final Structural Calculations
5. Mechanical, Plumbing, Fire Protection: HVAC Details, Plumbing Riser Diagrams, Drain Details, Sump Details, Plumbing Details, Final Mechanical and Plumbing Calculations.
6. Electrical and Fire Alarm: Lighting Details, Fixture Schedules, Photometrics, Electrical Panel Board Schedules, Final Electrical Calculations.
7. Communications and Security: Camera and Sign Technology Schedules and Details.

2.19 90% Design Package Deliverables

From the 60% to 90% design milestones, CDM Smith will submit revised drawings and create another Basis of Design Report Supplement with updated construction cost and specifications. In addition to advancing all design documents to a 90% level, CDM Smith senior technical staff reviews will review design progress to ensure that all necessary details and specifications are provided to complete the Work before milestone submissions. Design Drawings will also receive rigorous constructability review by experienced construction managers prior to final quality reviews.

2.20 100% Design Package Deliverables

CDM Smith believes that with Project's team approach, the continuous feedback during weekly progress meetings, workshop results, and responses to design milestones, the design effort to move from 90% to 100% will require less time than previous design stages. CDM Smith will submit revised drawings and create a final Basis of Design Report Supplement, with construction cost and final

specifications. In addition, all necessary design stage permitting will be completed if not already complete. This will be done to check that the bid documents are acceptable to all agencies having jurisdiction and avoid potential change orders. If the formal building permit(s) are not issued until after bidding, the final plans will be submitted for review. All design documents will be signed and sealed by a professional Engineer registered in the State of Illinois.

2.21 Bid Support and Contractor Recommendations

CDM Smith will support Connect Transit during the bidding process by attending the pre-bid meeting and providing responses to bidder questions, including addenda as required. CDM Smith will work with Connect Transit to properly vet each potential Contractor, by reviewing whether the aim of the Project is accurate, check for discrepancies and red flag items, review applicable project experience, and offer support for developing a contractor scoring matrix. This effort will culminate in an evaluation summary with recommendations.

CDM Smith will also deliver the final deliverable following bid support via a final set of conformed drawings and specifications issued for construction documents with all addenda incorporated, and with appropriate architectural and engineering stamps and signatures. Construction administration and support, as well as Contractor procurement support is not included in this Scope.