

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
JUNE 12, 2023**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, please complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. 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.

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.

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

Deputy City Manager - Jeff Jurgens

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JUNE 12, 2023, 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Proclamation for International Understanding and World Peace Week, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - B. Recognition of Boards and Commissions Appointments and Reappointments, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
- 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 May 8, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
 - B. Consideration and Action to Approve Bills and Payroll in the Amount of \$16,182,747.27, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
 - C. Consideration and Action to Approve Reappointments to Boards & Commissions, as requested by the Administration Department. (*Recommended Motion: The proposed Reappointments be approved.*)
 - D. Consideration and Action to Approve a Change Order with Rush Truck Centers

totaling \$31,358 with \$12,358 for Purchase Order 20210435 and \$19,000 for Purchase Order 20210436 for the Purchase of Five Dump Trucks, as requested by the Public Works Department. (Recommended Motion: The proposed Change Order be approved.)

- E. Consideration and Action to Approve a Change Order to Purchase Order Number #20230006 for the Fiscal Year 2023 Water Meter Installation Program from Ferguson US Holdings Inc., in the Amount of \$111,080.42, as requested by the Public Works Department. (Recommended Motion: The proposed Change Order be approved.)
- F. Consideration and Action to Approve the Purchase of a 2022 Chevrolet 5500 Chassis with a Versalift Model SST40EIH Areal from Versalift, A Time Manufacturing Company, in the Amount of \$183,267, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)
- G. Consideration and Action to Approve the Purchase of a 2023 Komatsu WA200-8 Wheel Loader from Roland Machinery, in the Amount of \$222,315, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)
- H. Consideration and Action to Approve an Agreement between the City of Bloomington and Cloudpoint Geographics, Inc. for GIS Services (RFQ #2022-25) in the Amount of \$221,950, as requested by the Information Technology Department. (Recommended Motion: The proposed Agreement be approved.)
- I. Consideration and Action to Approve an Amendment to the Contract with Tyler Technologies for Annual Maintenance of the Enterprise Public Safety Suite and the Addition of the Enforcement Mobile Solution in the Amount of \$191,897.56, as requested by the Police Department. (Recommended Motion: The proposed Contract Amendment be approved.)
- J. Consideration and Action on an Ordinance Authorizing the Expenditure of the Opioid Settlement Funds in Accordance with the National Opioid Crisis Class Action Lawsuits, as requested by the Legal Department. (Recommended Motion: The proposed Ordinance be approved.)

8. Regular Agenda

- A. Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year (FY) Ending April 30, 2024, to Allocate ARPA (American Rescue Plan Act) Funds in the amount of \$3,089,765, and increasing the FY 2024 General Fund Budget by \$7,342,138.66, Water Fund budget by \$3,018,962.82, Sanitary Sewer Fund Budget by \$2,711,587.42, Storm Water Fund Budget by \$2,711,587.42, and, 2) an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and Stark Excavating, Inc., for the Locust Street CSO Elimination and Water Main Replacement Phases 4 & 5 (Bid #2023-36), in the Amount of \$8,442,137.66, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinances be approved.) (Presentation by Scott Rathbun, Finance Director, and Kevin Kothe, Public Works Director, 5 minutes; and City Council Discussion, 5 minutes.)
- B. Presentation and Discussion of American Rescue Plan Act (ARPA) Socio-Economic

Non-Profit Grant Program Award Recipients and Additional Program Status, as requested by the Administration Department and the Economic & Community Development Department. *(Recommended Motion: None; Presentation only.) (Presentation by Melissa Hon, Economic & Community Development Director, 5 minutes; and City Council Discussion, 5 minutes.)*

- C. Consideration and Action on an Ordinance Approving a Redevelopment Agreement by and between the City of Bloomington, Illinois and 402 E. Washington, LLC, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be Approved.) (Presentation by Tim Gleason, City Manager, and Billy Tyus, Deputy City Manager, 5 minutes; and City Council Discussion, 10 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: June 12, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for International Understanding and World Peace Week, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community.

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: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 2B Proclamation](#)



Mayoral Proclamation
International Understanding and World Peace Week
June 12-June 16, 2023

WHEREAS, since the inception of The Rotary Foundation in 1965, the Rotary Friendship Exchange Program of Rotary International has encouraged people to travel abroad and share information with their counterparts in other countries, and;

WHEREAS, Rotary Friendship Exchange team members spend two to six weeks studying the culture, people and the practices of his/her profession by counterparts of the other country, and;

WHEREAS, the Rotary Friendship team members fund the round-trip airfare and the Rotary Clubs in host countries provide lodging, meals, and other travel costs, allowing the opportunity for participants to become acquainted with the people, customs, and culture of the host country; and

WHEREAS, this year, the Rotary Friendship Exchange team will be welcoming Mr. Narendra Kumar Jain and Mrs. Pratibha Jain, Mr. Sukhdev Singh Ghumman and Mrs. Kiran Ghumman from India Rotary International District 3040, visiting our area from June 12-16, 2023, and studying our country's institutions, economy and culture while observing how their own professions are practiced here.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, do hereby proclaim June 12-16, 2023 as International Understanding and World Peace Week.

Mboka Mwilambwe

Mboka Mwilambwe
Mayor



Leslie Yocum

Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.F.

UOR COLNCIW June 12, 2023

D ARB IMPACTEB: City-Wide Impact

SLFJECT: Recognition of Boards and Commissions Appointments and Reappointments, as requested by the Administration Department.

RECOMMENBEB MOTION: None; recognition only.

STRATEGIC PWAN WNK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PWAN SIGNIUICANCE:

Objective 5b. City decisions consistent with plans and policies

PACKGROLNB: The included appointments and reappointments are representative of City Council's approval from the May 22, 2023 meeting.

COMMLNITY GROL PS/INTERESTEB PERSONS CONTACTEB: N/A

UINANCIAWIMPACT: N/A

AMERICAN RESCLE PWAN ULNBING IMPACT: N/A

COMMLNITY BEVEWOPMENT IMPACT: This request meets the following goals and objectives of the Floomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 3B Recognition of Appointments](#)



Reappointment

Jerome Kelleher: Building Board of Appeals



Appointment

Cindy Termuende: Cultural Commission



Reappointment

Paul Scharnett: Historic Preservation Commission



Reappointment

John Elterich: Historic Preservation Commission



Reappointment

Uma Kailasam: Human Relations Commission



Reappointment

Brenda Guest: Japan Sister Cities Committee



Appointment

David Lewis: Planning Commission



Appointment

William Peradotti: Planning Commission



Reappointment

Anna Patino: Planning Commission



Reappointment

Lauren Pruter: Transportation Commission



Reappointment

Elicssha Sanders: Transportation Commission



Reappointment

Tim Foley: Zoning Board of Appeals



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: June 12, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the May 8, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B DRAFT Minutes](#)



**MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, MAY 8, 2023, 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	Absent
John Branham	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

The following item was presented:

Item 5.A. Proclamation for Building Safety Month, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Chris McAllister, Building Supervisor in the Economic & Community Development Department, was present to accept it.

The following item was presented:

Item 5.B. Proclamation for Drinking Water Week, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation and Kevin Kothe, Public Works Director, was present to accept it.

The following item was presented:

Item 5.C. Proclamation for Municipal Clerk's Week, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation and Leslie Yocum, City Clerk, and Amanda Stutsman, Deputy City Clerk, were present to accept it.

The following item was presented:

Item 5.D. Recognition of Boards and Commissions Reappointments, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the following reappointments: (1) John Hanson, Airport Authority Board; (2) John Argenziano, Library Board; (3) Catrina Parker, Library Board, and (4) Alicia Whitworth, Library Board.

Public Comment

Mayor Mwilambwe read a public comment procedure statement. No emailed public comment was received. Noah Tang spoke in person.

Consent Agenda

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

Council Member Ward made a motion, seconded by Council Member Becker to approve the Consent Agenda with the exception of 7.H.

Item 7.A. Consideration and Action to Approve the Minutes of the April 10, 2023, Regular City Council Meeting, as requested by the City Clerk Department. Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action to Approve Bills and Payroll in the Amount of \$6,000,049.58, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action to Approve the Purchase of Two 2023 New Ford Maverick Hybrid Pickup Trucks from Bob Ridings Fleet Sales (Bid #2023-35), in the Amount of \$55,070 (\$27,535 each), as requested by the Public Works Department, and the Economic & Community Development Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.D. Consideration and Action to Approve the Purchase of Neptune Water Meters, Related Accessories, Software Licensing, and Maintenance for Meter Reading Equipment from Ferguson Enterprises, as a Limited Source, for the Fiscal Year 2024 Water Meter Installation Program, in the Amount Not to Exceed \$1,000,000, as requested by the Public Works Department, N/A. (Recommended Motion: The proposed Purchase be approved.)

Item 7.E. Consideration and Action to Approve a General Liability Claim Settlement Involving Claimant Karen Stotts, as requested by the Human Resources Department. (Recommended Motion: The proposed Settlement Authority in the amount of \$40,000 be approved.)

Item 7.F. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, for the American Rescue Plan Act Economic Development and Socio-Economic Grant Programs, as requested by the Finance Department, and the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 036 AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2024

Item 7.G. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, to Increase the General Fund Budget by \$149,125.23, as requested by the Finance Department, and the Police Department. (Recommended Motion: That the Ordinance be approved.)

ORDINANCE NO. 2023 - 037
AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2024

Item 7.H. was pulled from the Consent Agenda by Council Member Boelen.

Item 7.I. Consideration and Action on an Application from Lil Beaver Brewery, LLC, d/b/a Lil Beaver Brewery, located at 16 Currency Dr., Unit 2, Requesting Approval of a Change of Ownership for tis Class TAPS TAPS (Tavern, All Types of Alcohol, with Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 7.J. Consideration and Action on an Application from Pour Bros., Co., d/b/a Pour Bros., to be Located at 236 E. Front St., Requesting the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Items Pulled from Consent Agenda

The following item was presented:

Item 7.H. Consideration and Action on an Ordinance Amending Chapter 6 of the Bloomington City Code to Add a Class FM (Farmer's Market) Liquor License Authorizing the Retail Sale of Packaged Alcohol at Farmer's Markets, as requested by the City Clerk Department, and the Legal Department.

Council Member Boelen and Mrs. Yocum discussed public hearing requirements for new liquor license creations. Mrs. Yocum explained that the Item, if approved, would establish a new liquor classification and not a new license. She stated that new license requests under the classification would come back before the Liquor Commission and Council.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

ORDINANCE NO. 2023 - 038
AN ORDINANCE AMENDING CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ADD A
CLASS FM (FARMER'S MARKET) LIQUOR LICENSE AUTHORIZING THE RETAIL SALE OF
ALCOHOL AT FARMER'S MARKETS

Regular Agenda

The following item was presented:

Item 8.A. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, and an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and AFE Construction, LLC, for the Economic & Community Development Department Remodel (Bid #2023-34) in the Amount of \$577,550, as

requested by the Public Works Department, and the Economic & Community Development Department.

City Manager Gleason introduced the Item and provided history and the current status of the project.

Deputy City Manager Billy Tyus reminded Council that the Item was part of a larger project that had been in the making for decades. He discussed how City Manager Gleason had stopped a \$2 million building purchase when first hired so he could have time to assess existing City space. He reiterated that the City was a co-tenant and co-owner of the Government Center building and that the assessment of the City Manager's proved beneficial. He discussed The Hub remodel, its purpose, and its success. He went into detail on numerous department moves equating to \$564,467 and stressed the moves had been done at an extreme savings from purchasing of a new building.

Melissa Hon, Economic & Community Development ("ECD") Director, described how the ECD Department served the City and explained many benefits to having all of ECD's Divisions located on the same floor. She then highlighted accomplishments of ECD's in 2022.

Mayor Mwilambwe commented to the building previously considered for purchase stating that it would not have been able to accommodate all the City departments the Government Center holds.

Council Member Ward and Mr. Tyus discussed the final moves that remain, as well as their potential costs.

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

Council Member Crumpler and Mrs. Hon discussed how Americans with Disability Act ("ADA") plans were considered in the remodel proposed.

Council Member Ward mentioned the dais in the Boardroom not being ADA-compliant. Deputy City Manager Tyus shared that a dais buildout was planned for the summer that would address the ADA concerns.

Council Member Boelen echoed comments about ADA compliance for the dais.

Mayor Mwilambwe recommended replacing all of the chairs during the buildout.

City Manager Gleason discussed the collaboration between the City and McLean County on the shared Government Center Boardroom upgrades.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Mwilambwe, Walch, Boelen, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

**ORDINANCE NO. 2023 - 039
AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2024**

**ORDINANCE NO. 2023 - 040
AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF
BLOOMINGTON AND AFE CONSTRUCTION, LLC FOR THE ECONOMIC & COMMUNITY
DEVELOPMENT REMODEL PROJECT (BID #2023-34), IN THE AMOUNT OF \$577,550**

City Manager's Discussion

City Manager Gleason discussed multiple upcoming events Downtown. He then provided an update on the recent storm clean up. He then welcomed the new Council Members and shared excitement for future progress with Council.

Mayor's Discussion

Mayor Mwilambwe also expressed excitement about the future of Council. He discussed a recent meeting with Senator Swanson and shared the Senator was very interested in City of Bloomington and Town of Normal Economic Development improvements.

Council Member's Discussion

Council Member Ward thanked City staff that cleaned up after the storm and Bloomington Dispatchers for their calm and helpful demeanor. She also thanked the Carle Bromenn Spiritual Project for a recent event preparing groceries for food insecure patients.

Council Member Crumpler noted that the ward redistricting changes had gone into effect and welcomed the new residents in his ward. He encouraged them to reach out.

Council Member Boelen encouraged developers to reach out to Council Members.

Council Member Hendricks thanked Administration, Mayor Mwilambwe, and staff for the recent New Council Member Orientation held. He was excited for the future and reminded his ward how to get ahold of him.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Mwilambwe, Walch, Boelen, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW June 12, 2023

P AUD IMBACTED: City-Wide Impact

SLFJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$16,182,747.27, as requested by the Finance Department.

UECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STUATEGIC BWAN WNK:

Goal 1. Financially Sound City Providing Quality Basic Services

STUATEGIC BWAN SIGNIRICANCE:

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

PACKGUOLND: 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>.

COMMLNITY GUOLBS/INTEUESTED BEUSONS CONTACTED: N/A

RINANCIAW IMBACT: Total disbursements to be approved \$16,182,747.27 (Payroll total \$6,017,993.17, Accounts Payable total \$9,229,796.48, Bank Transfers total \$934,957.62).

AMEUICAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNITY DEVEVOBMENT IMBACT: This request meets the following goals and objectives of the Floomington Comprehensive Blan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
5/19/2023	\$ 2,480,628.59	\$ 561,547.89	\$ 3,042,176.48
6/2/2023	\$ 2,418,783.25	\$ 557,680.48	\$ 2,976,463.73
6/2/2023	\$ (601.05)	\$ (45.99)	\$ (647.04)

Off Cycle Adjustments

PAYROLL TOTAL \$ 6,017,993.17

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range
6/12/2023	AP General	\$ 8,516,718.96	
6/12/2023	AP JMScott	\$ 45,000.00	
6/12/2023	AP Comm Devel	\$ 171,365.10	
	AP IHDA		
6/12/2023	AP Library	\$ 104,052.88	
6/12/2023	AP MFT	\$ 20,069.33	
5/24/23-6/7/23	Out of Cycle	\$ 372,590.21	
4/7/23-5/23/23	AP Bank Transfers	\$ 934,957.62	
	AP TOTAL	\$ 10,164,754.10	PCARD TOTAL

GRAND TOTAL \$ 16,182,747.27

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: June 12, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed 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: The Mayor of the City of Bloomington asks Council concurrence in the reappointments of:

Building Board of Appeals: Michael Raikes for reappointment to the Building Board of Appeals. Michael's reappointment is effective immediately, with an expiration date of 4-30-26.

John M. Scott Health Care Commission: Angela Chasensky, Judy Neubrand, Feli Sebastian, and Karen Stipp for reappointment to the John M. Scott Health Care Commission. The reappointments are effective immediately, with an expiration date of 4-30-26.

Applications are on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 1B Building Board of Appeals](#)

[ADM 1C JMS Health Care](#)

Building Board of Appeals

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Vacant	At-Large			4/30/2024		
Hold Over	CHAIR - Construction (Engineer)	John	Meek	4/30/2022	3/13/2017	2013
Hold Over	Construction (Design Pro)	Larry	Stevig	4/30/2022	3/27/2017	2013
Active	Electrical	Michael	Raikes	4/30/2023	4/27/2020	2019
Active	Electrical	Justin	Gandhi	4/30/2025	2/27/2023	2023
Active	HVAC	Mark	Holderby	4/30/2023	4/27/2020	2017
Vacant	HVAC			4/30/2024		
Hold Over	Plumbing	Jeffrey	Brown	4/30/2022	3/13/2017	2013
Active	Plumbing	Jerry	Kelleher	4/30/2026	5/22/2023	2017

John M. Scott Health Care Commission

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Finance	Catherine	Crockett	4/30/2022	10/28/2019	2021
Active	Grant Administration	Karen	Schmidt	4/30/2024	6/14/2021	2021
Active	Grant Administration	Judy	Neubrandner	4/30/2023	6/24/2020	2020
Active	Health Care - Mental Health	Feli	Sebastian	4/30/2023	6/24/2020	2020
Active	Health Care - Optometry	Adam	Houghton	4/30/2024	11/13/2018	2021
Active	Health Care - Underserved	Brad	Secord	4/30/2024	11/13/2018	2021
Active	Health Care - Underserved	Angie	Chasensky	4/30/2023	6/24/2020	2020
Active	Health Care - Underserved	Karen	Stipp	4/30/2023	6/24/2020	2020
Active	Health Care - Underserved	Kyana	Wilkinson	4/30/2024	9/28/2020	2021
Active	Oral Health	Carla	Pohl	4/30/2025	9/12/2022	2022
Active	Second Presbyterian	Elaine	Hardy	4/30/2022	5/13/2019	2021



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: June 12, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Change Order with Rush Truck Centers totaling \$31,358 with \$12,358 for Purchase Order 20210435 and \$19,000 for Purchase Order 20210436 for the Purchase of Five Dump Trucks, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Change Order be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: On March 22, 2021 Council approved the purchase of five dump trucks for the Public Works Department, one for Sanitary Sewer and four for Solid Waste. Due to lingering COVID-19 impacts on parts shortages, the vehicles were not built until 2023. Due to material and cost increases, along with the units now being model year 2024 instead of model year 2022, the cost of the units has increased by \$23,000.

In order to save money, the truck beds from the old units were removed and placed on the new truck chassis saving the City almost \$30,000 per truck. One of the truck beds was damaged and required the floor to be replaced at a cost of \$8,358. It is estimated that a new truck bed would have cost an additional \$21,000.

The five units approved in March of 2021 totaled \$829,856.68. The purchase price of the 2024 model units with the bed repair is \$861,214.68, resulting in a total change order of \$31,358. Staff recommends approval of the Change Order to increase the purchase order for the five vehicles by \$31,358.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will create a new purchase order for \$12,358 for the increased cost of the Sanitary Sewer Dump Truck and a new purchase order for \$19,000 for the increased cost of the four Solid Waste Dump Trucks. The additional \$31,358 will be paid via the FY 2024 Capital Lease-Capital Outlay Licensed Vehicle account (40110149-72130). Although higher than the approved amount by \$31,358, these Dump Trucks are needed. Stakeholders can locate the Capital Lease Budget in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" beginning on page 86.

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 NE-5 (Provide more efficient and sustainable municipal solid waste management); Objective NE-5.1 (Reduce the amount of waste and toxicity going to the landfill); Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment); Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of current and future residents); and Objective UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment)

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 4B Dump Truck Price Increase](#)

[PW 4C Dump Bed Repair](#)



Purchase Order

Fiscal Year 2021

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20210435-00

Delivery must be made within doors of specified destination.

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CITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334

V
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RUSH TRUCK CENTERS OF ILLINOIS INC
PO BOX 34630
SAN ANTONIO TX 78265

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FLEET MANAGEMENT GARAGE
PUBLIC WORKS DEPARTMENT
336 SOUTH MAIN STREET
BLOOMINGTON IL 61701

309-434-2340

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
309-452-7427		309-454-1934		415					
Date Ordered		Vendor Number		Date Required		Freight Method/Terms		Department/Location	
04/05/2021		2986						PUBLIC WORKS ADMINISTRATION	
Item#	Description/Part No.				Qty	UOM	Unit Price	Extended Price	
1	VEHICLES/PARTS/ACCESSORIES Vehicles: Automobiles, Buses, Off-Road, Vans, Trucks, etc APPROVED AT COUNCIL ON 3/22/2021 PURCHASE OF ONE (1) 2022 INTERNATIONAL MV607 TRUCK WITH EQUIPMENT USING SOURCEWELL CONTRACT (#060920-NVS). ***** GL SUMMARY *****				1.0	EACH	\$161,505.040	\$161,505.04	
40110143 - 72130					161,505.04				

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.

The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Carla A. Munnell
Procurement Manager

PO Total	\$161,505.04
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Purchase Order

Fiscal Year 2021

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **20210436-00**Delivery must be made within
doors of specified destination.B
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OCITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334V
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RRUSH TRUCK CENTERS OF ILLINOIS INC
PO BOX 34630
SAN ANTONIO TX 78265S
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OFLEET MANAGEMENT GARAGE
PUBLIC WORKS DEPARTMENT
336 SOUTH MAIN STREET
BLOOMINGTON IL 61701

309-434-2340

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
309-452-7427		309-454-1934		414					
Date Ordered		Vendor Number		Date Required		Freight Method/Terms		Department/Location	
04/05/2021		2986						PUBLIC WORKS ADMINISTRATION	
Item#	Description/Part No.				Qty	UOM	Unit Price	Extended Price	
1	VEHICLES/PARTS/ACCESSORIES Vehicles: Automobiles, Buses, Off-Road, Vans, Trucks, etc				1.0	EACH	\$668,351.640	\$668,351.64	
APPROVED AT COUNCIL ON 3/22/2021 PURCHASE OF FOUR (4) INTERNATIONAL HV507 TRUCKS WITH EQUIPMENT USING THE STATE OF ILLINOIS CONTRACT (#19-416-CMS-BOSS4-P-8067).									
***** GL SUMMARY *****									
40110143 - 72130				668,351.64					

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON
WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by
agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other
taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Procurement Manager

PO Total

\$668,351.35



City of Bloomington

April 2022

Dear Valued Customer,

As we continue to forge our way forward through unprecedented times, manufacturing industries, like ours, continue to be faced with significant headwinds regarding the supply chain. These supply disruptions have impacted production times and the price of goods and services across not only our industry, but across the world. The Russian/Ukraine conflict, recent diesel price increases, week over week increases in cost for Steel (25%-30%) and Aluminum (15%), continued labor shortages, increase in freight container/inbound costs, and COVID-19 resurgence in Asia shutting down manufacturing, are all examples of recent obstacles.

Driven by the current climate, Navistar has been forced to increase **surcharges to all Class 6 through 8 units produced on/after May 15, 2022** to help offset the significant cost increases we are seeing. The new surcharges are as follows:

	All units built before May 15, 2022	All units built on or after May 15, 2022	Frt Inc.
Medium Duty – MV Series	\$2,500 USD / \$3,125 CAD	\$3,250 USD / \$4,075 CAD	+ 750 ⁰⁰ 4000 ⁰⁰
Severe Service Medium – HV Series midrange	\$3,000 USD / \$3,750 CAD	\$4,000 USD / \$5,000 CAD	+ 750 4750
Severe Service Heavy – HX Series and HV Series big bore	\$4,000 USD / \$5,000 CAD	\$5,500 USD / \$6,875 CAD	
Heavy – LT Series, RH Series, and LoneStar	\$3,500 USD / \$4,375 CAD	\$5,500 USD / \$6,875 CAD	

In addition to the surcharges mentioned above – there will be a \$500 USD freight delivery price increase per unit due to the increased labor and fuel costs. Those prices are effective on vehicles invoiced on/after May 15, 2022 and are:

All Models (except CV)	Base Destination Charge	\$3,100 USD / \$3,700 CAD
CV	Base Destination Charge	\$1,950 USD / \$2,400 CAD

As these circumstances continue to evolve, know that our team is working diligently to combat and make the best and most fair decision for each of our customers. We once again thank you for your ongoing support and understanding as we navigate these unprecedented times. If you have any questions or would like a status of your existing order, please contact your local representative for more information.

Sincerely,

Mark Belisle

Mark Belisle
Group Vice President, Dealer Sales and Operations
Navistar

Plus \$750⁰⁰ FRt
Frt \$2350⁰⁰ - To \$3100⁰⁰
INCREASE

KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

2428 Farmington Road, Peoria, IL 61604

Ph.: (309) 673-7435 or (800) 767-7406

Fax: (309) 673-6836



You name it.... We can build it!



ASE Certified
Technicians

QUOTE [X]
ESTIMATE []
ORDER []

REBUILD

TO: CITY OF BLOOMINGTON
ADDRESS: 109 EAST OLIVE STREET
CITY: BLOOMINGTON, IL 61720

DATE: 03/30/2023
PHONE: 434-2296
FAX: 434-2279

ATTN: ROB KRONES

LOW PRO

WHITE

84" CA

3000RDS

TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
1		FLIP BODY OVER, SANDBLAST LONGSILLS			
		- REWELD LONGSILLS 100% TO FLOOR			
		- REQUIRES WELDING TEMPORARY CLAMPS TO PULL FLOOR TO LONGSILL			
		SANDBLASTING / MISC \$475.00.00			
		LABOR \$1,112.00			
		TOTAL \$1,587.00			
1		PROVIDE AND INSTALL NEW AR400 STEEL FLOOR AS A OVERLAY TO OLD			
		BODY, CUT OUT PROTRUDING AREA TO LAY FLAT			
		- WELD NEW FLOOR IN 100% - DESIGN SIDE PIECES TO WELD INTO FLOOR			
		AND BEVEL INTO SIDES AND AROUND REAR INNER CORNER POSTS			
		PARTS AND STEEL \$6,134.00			
		LABOR \$2,224.00			
		TOTAL \$8,358.00			

PAGE 1

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

EQUIPMENT, INC.

You name it.... We can build it!

Ph.: (309) 673-7435 or (800) 767-7406

A black and white photograph showing three Kenworth dump trucks equipped with snowplows. They are arranged in a row, facing forward, with their headlights on. The trucks are positioned on a snowy surface, and the background is dark.



QUOTE	[X]
ESTIMATE	[]
ORDER	[]

TO: CITY OF BLOOMINGTON
ADDRESS: 109 EAST OLIVE STREET
CITY: BLOOMINGTON, IL 61720

DATE: 03/30/2023
PHONE: 434-2296
FAX: 434-2279

LOW PRO

WHITE

84'' CA

3000RDS

1	REPLACEMENT COST OF A NEW SET BODY WITH TAPERED SIDES		
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[illegible]

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: June 12, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Change Order to Purchase Order Number #20230006 for the Fiscal Year 2023 Water Meter Installation Program from Ferguson US Holdings Inc., in the Amount of \$111,080.42, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Change Order 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 1a. Budget with adequate resources to support defined services and level of services

Objective 2b. Quality water for the long term

BACKGROUND: Staff request that Fiscal Year ("FY") 2023 Water Meter Installation Program purchase order be increased by \$111,080.42. The original purchase order for \$1,000,000 with Ferguson US Holdings Inc. was approved at the April 25, 2022 Council meeting. One of the critical infrastructure systems Public Works manages is the potable water system and its associated meter program. The availability and lead times associated with the purchase of water meters greatly increased over the past couple of years. Orders that had historically taken months to fulfill now take 10-16 months to deliver.

Based on the City's needs and staff's coordination with the vendor, Public Works orders meters to accommodate future needs given expected lead times. Several orders placed in October of 2022 were expected to be delivered in FY 2024 in May or June of 2023, however, the orders arrived early at the end of FY 2023 and the FY 2023 purchase order doesn't have the funds to pay the invoices.

Staff request a change order be approved and the invoices be paid so that our meter installation program can continue as planned.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a FY 2023 Budget Transfer would be processed to move \$111,080.42 from Water Administration-Engineering Services account (50100110-70050) to the Water Meter Services-Meters account (50100150-71730) where Purchase Order 20230006 will be increased by \$111,080.42 and the invoices will be paid. Stakeholders can locate the Water Meter Services budget in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on page 136.

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); and Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of current and future residents)

Respectfully submitted for consideration.

Prepared by: Nick O'Donoghue, Superintendent of Meter Services

ATTACHMENTS:

[PW 2B Invoice 1](#)

[PW 2C Invoice 2](#)

[PW 2D Invoice 3](#)

[PW 2E Purchase Order 20230006-000](#)



1917 1ST AVE N
FARGO, ND 58102-4118

Please contact with Questions: 701-293-5511

CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0437838-1	\$29,584.80		1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #2516
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: [REDACTED]

SHIP TO:

CITY OF BLOOMINGTON
METERS
603 W DIVISION ST
BLOOMINGTON, IL 61701

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2521	2521	ILE	VERBAL NICK	TJR	METERS	04/19/23	26602
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
120	120	NED2A11RPDF11	THANK YOU FOR YOUR BUSINESS! LF 5/8 T10 MTR P/C R900I CF	246.540	EA	29584.80	
			INVOICE SUB-TOTAL			29584.80	
***** LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$29,584.80
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.



1917 1ST AVE N
FARGO, ND 58102-4118

Please contact with Questions: 701-293-5511

CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0437836	\$59,169.60		1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #2516
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: [REDACTED]

SHIP TO:

CITY OF BLOOMINGTON
METERS
603 W DIVISION ST
BLOOMINGTON, IL 61701

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2521	2521	ILE	VERBAL NICK	TJR	METERS	03/13/23	26424

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
120	120	NED2A11RPDF11	THANK YOU FOR YOUR BUSINESS!	246.540	EA	29584.80
120	120	NED2B11RPDF11	LF 5/8 T10 MTR P/C R900I CF	246.540	EA	29584.80
			LF 5/8X3/4 T10 MTR P/C R900I CF			
			INVOICE SUB-TOTAL			59169.60

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.
PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN
NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$59,169.60
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.



Purchase Order

Fiscal Year 2023

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20230006-00

Delivery must be made within
doors of specified destination.B
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OCITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334V
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RFERGUSON US HOLDINGS INC
12500 JEFFERSON AVENUE
NEWPORT NEWS VA 23602
UNITED STATESS
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OWATER DEPARTMENT
603 WEST DIVISION
BLOOMINGTON IL 61701

309-434-2426

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
701-433-7664			12	WATER METERS		
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
05/02/2022	1227				WATER METER SERVICE	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
	METERS AND WATER MAINS					
1	Meters, Water FY2023 WATER METER INSTALLATION PROGRAM NOT TO EXCEED \$1,000,000.00		1.0	EACH	\$1,000,000.000	\$1,000,000.00
	***** GL SUMMARY *****					
	50100150 - 71730					1,000,000.00

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON
WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by
agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other
taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Procurement Manager

PO Total

\$1,000,000.44



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: June 12, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of a 2022 Chevrolet 5500 Chassis with a Versalift Model SST40EIH Areal from Versalift, A Time Manufacturing Company, in the Amount of \$183,267, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will purchase a 2022 Chevrolet 5500 Chassis with a Versalift Model SST40EIH Areal through a joint purchasing contract and use it to replace Unit 99, a 2006 Ford F-450. The unit is used daily by the Engineering Division of the Public Works Department by the electricians to install and maintain traffic signals and street lights, emergency sirens, site lighting, meter data collectors, and camera systems. They also use the vehicle to perform routine and emergency electrical maintenance on facilities and infrastructure throughout the City. This unit is also used as a backup vehicle by the Streets and Sewers Section of Public Works for the street sign crew and Parks and Recreation Department maintenance crews.

The current unit is 17 years old, has 52,471 miles, and 5,721 hours of use. The maintenance cost to date is \$40,763.87. Repair issues with this unit have included the repair of the bucket, bucket cylinder, hydraulic hoses, boom pivot pin, engine fuel injectors, exhaust gas recirculation valve, engine oil leaks, batteries, body lights, light bar, and boom controls.

The City is utilizing the Sourcewell Contract (Contract: #110421- TIM Quote# N-23842 - valid through 12/27/2025) under which Sourcewell has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for formal solicitation.

Staff estimates the resale value of Unit 99 (2006 Ford F-450) will be to be approximately \$12,500 and requests that the replaced unit be declared surplus and sold on a public, online auction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase a 2022 Chevrolet 5500 Chassis with a Versalift Model SST40EIH Areal, in the Amount of \$183,267. The Public Works Department

has budgeted \$162,240 for the purchase of the unit from the Street Maintenance Division. It will be paid using the Street Maintenance-Capital Outlay Licensed Vehicle account (10016120-72130). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 304 and the "Other Funds & Capital Improvement" on page 95. Although higher than the budget amount by \$21,027, the replacement item is needed to continue the services highlighted by Public Works in the "Background" section of the memo. The Finance Department monitors the budget to ensure that funds are available and that the overall fund budget is not exceeded.

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); and Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system)

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 5B Quote](#)

[PW 5C Photo](#)

[PW 5D Sourcewell Joint Purchasing Contract](#)

Versalift
7601 Imperial Drive
Waco, Texas 76712-6608
254.399.2100



QUOTATION

SOURCEWELL N-23842

Revision 1

Customer: City of Bloomington
Attn: Rob Krones
Email:
Phone: 309-434-2296
Address: 109 East Olive Street
Bloomington, IL. 61702

Date: 6/5/2023
Model: SST-40-EIH

**VERSALIFT SOURCEWELL
CONTRACT #110421-TIM**

<u>Model</u>	<u>Description</u>	<u>Sourcewell Base Price</u>
SST-40-EIH	Insulated 39 ft. 8 in. (11.0 m) telescopic aerial platform lift, 45 ft. (13.72m) working height including the following standard items:	\$106,680.00

STANDARD SOURCEWELL FEATURES:

- Standard platform capacity of 350 lbs. (159 kg).
- Ford F550 4x2, 19,500 GVW, 84" CA chassis with diesel engine, automatic transmission, and air conditioning. 132" steel service body with treadplate tops, standard compartments, and 24" tailshelf.
- **TruGuard™ 2.0** dielectric isolating system with single stick control. All control handles are isolated and tested per ANSI 92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. **TruGuard™ 2.0** technology incorporates the use of full hydraulic controls with durable metal handles and linkages.
- Full pressure turret mounted lower controls including override.
- Engine start/stop system with controls at platform and lower controls including auto throttle.
- Rear torsion bars with additional 800 lbs counter weight for stability.
- Three gpm (11.4 lpm) open center hydraulic system.
- Standard hydraulic oil.
- Fiberglass inner boom and patented ELECTROGARD provide 42 in. (1.07 m) insulation gap fully retracted meeting ANSI A92.2-2010 requirements for Category C, 46 KV and below.
- ELECTROGARD and inner boom finished with white urethane paint over white gel coat.
- Integral hydraulic oil reservoir with dual sight gauges and 15 gal. (56.8 l) capacity.
- End mounted 24 in. x 24 in. x 42 in. (0.61 m x 0.61 m x 1.07 m) closed fiberglass platform with one curbside step.
- Master/slave hydraulic leveling with upper control for clean out and rescue.
- Non-lube bearings used at all pivot points.
- Multi-link hose carrier system through booms.
- PTO power source.
- Boom cradle and ratchet type tie down strap.
- Mounting hardware for chassis/cab installation.
- Standard White Urethane Paint
- Two operator's manuals and two service manuals.
- 5 lb. fire extinguisher.
- ANSI A92.2 data plate.
-

OPEN MARKET OPTION:

Options shown below in addition to or in lieu of the Sourcewell standard features and base price shown above \$76,587.00

- Full safety harness with lanyard
- Continuous rotation and collector rings
- Chassis insulating system

OPEN MARKET OPTION CONTINUED:

- 180 degree bucket rotation
- Secondary storage system (emergency power)
- 24x30x42 platform with liner and cover in lieu of the 24x24x42 platform
- Hydraulic tool circuit with disconnects at platform
- Full hydraulic controls at turret with platform leveling
- Furnish and install back up alarm
- Install OEM back up camera
- Furnish and install power distribution system with hourmeter
- Two (2) LED warning lights at grill and two (2) warning lights at tailshelf
- One (1) post mounted strobe light.
- Two (2) rubber wheel chocks
- Furnish first aid kit
- Furnish Manual holder
- Install parking brake interlock system
- Pintle hitch with 2" ball and 7-prong round receptacle
- Fabricate and install ICC bumper
- Furnish and install Line-X to the load space and tailshelf area
- 2022 Chevrolet 5500 4x4 with 84" CA, 19,500 GVWR, Duramax 6.6L diesel engine, 6-speed auto transmission, engine block heater, 40 gallon fuel tank, and 200 AMP alternator in lieu of the above Ford F550 4x2 chassis
- 134" long aluminum service body with standard compartments, 30" tailshelf with passenger side access and grab handle, wheel chock holders, 6" tall tailboard, and LED lighting package in lieu of the above 132" steel body
- Eight (8) Ecco directional LED lights, two, in grill, two at rear, two on each side of body
- Two (2) GoLight magnetic mounted spotlights with hand held remotes
- Ecco LED signal bar installed at tailshelf
- 12+ Pro Vantage 48" light bar mounted on top of cab

Price Summary

TOTAL PRICE F.O.B. SPRINGFIELD, IL.:

\$183,267.00

TERMS: Net 30 days. Payment due when received. Chassis MSO sent upon receipt of payment.

SHIPMENT: Approximately 30 days after receipt of order.

Validity: Quote is valid for 30days.

Thank you for considering <VERSALIFT> to meet your utility equipment needs. We look forward to earning your business.

Best Regards,

STAN TOMCHESSON

Government Contracts Sales Coordinator

Phone: (254) 399-2167

Email: StanTomchesson@versalift.com





**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Time Manufacturing Company, 7601 Imperial Drive, P.O. Box 20368, Waco, TX 76712 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier 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 December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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

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

- Identify the applicable Sourcewell 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 Change Request Form will become an amendment to this Contract and will 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. 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. Supplier 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.

Supplier 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, 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 negotiated directly between the Participating Entity and the Supplier. 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 not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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 Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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. Supplier 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. Supplier 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, sales data reports, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier 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 Supplier'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.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier 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 to 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. 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 of this Contract, 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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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 Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers,

resellers, 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. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. 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, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota 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 by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination 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, Sourcewell and the Supplier 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 Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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, Supplier 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 not less than 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 not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. 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.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier 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, Supplier 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 Supplier Development 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 Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier 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.** Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

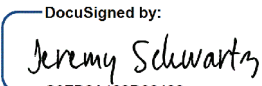
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

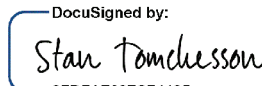
22. CANCELLATION

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

Sourcwell

Time Manufacturing Company

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/20/2021 | 2:07 PM CST

DocuSigned by:

By: 0FDFAF837C74435...
Stan Tomchesson
Title: Government Contract Sales Coordinator
Date: 1/27/2022 | 8:25 AM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 1/27/2022 | 8:26 AM CST



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: June 12, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of a 2023 Komatsu WA200-8 Wheel Loader from Roland Machinery, in the Amount of \$222,315, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will purchase a 2023 Komatsu WA200-8 Wheel Loader from Roland Machinery through a Sourcewell joint purchasing contract and use it to replace Unit R51, which is a 2016 Komatsu WA200-7 wheel loader. The unit is used daily for the collection of bulk waste, brush, and leaves in the Citizen Convenience Center and from residents' homes when other wheel loaders require maintenance. Wheel loaders are also used to remove these materials throughout the City on our collection routes. During snow and ice events, this unit can be used to plow snow, or load salt into dump trucks.

The current unit is 7 years old that has 38,806 miles and 8,748 hours of use. The maintenance cost to date is \$115,898.74. Recent issues with this unit have included hydraulic hoses, hydraulic cylinder, lights, batteries, cab glass, shift issues, bucket lock solenoid valve, engine cooling electrical and hydraulic, exhaust gas recirculation valve, brake issues, joystick lever, driver's seat, and left cab door.

The 2016 Komatsu WA200-7 will be retained and renumbered in the Solid Waste Section to replace Unit R53, which is a 2015 Komatsu WA200-7 wheel loader that is 7 years old with 49,947 miles and 9,808 hours of use. The maintenance cost to date is \$101,427.98. Recent issues with this unit have included tires, hydraulic couplers, lights, brakes, and the hydraulic cylinder. The 2015 Komatsu WA200-7 will be reassigned to the Street Maintenance Section and will be renumbered as Unit S53.

The current Unit S53 is a 2007 Komatsu WA200PT-5 wheel loader that is 16 years old with 85,947 miles and 16,214 hours of use. The maintenance cost to date is \$187,268.75. Recent issues with this unit have included tires, HVAC system, batteries, electrical, and hydraulic hoses. Staff requests that the 2007 Komatsu WA200PT-5 be declared surplus and sold on a public, online auction where it is estimated to sell for approximately \$10,500.

The 2023 unit will be equipped with a 4-in-1 bucket to grab brush and bulk. This purchase

includes Extended Komatsu Care 5-year/6,000-hour Factory Scheduled Maintenance, 5-year/6,000-hour Warranty, and two complimentary KDPF exchange units for the first 5 years/9,000 hours. This provides for a Komatsu factory-trained technician to perform fluid analysis sampling to monitor for excessive wear or contamination, visual inspections, and all fluid changes required by the manufacturer. The City uses these plans on heavy equipment to provide the maximum uptime of the equipment for the first six years. This has been a standard purchase on heavy equipment.

The City is utilizing the Sourcewell Contract (Contract: #032119-KOM - valid through 5/13/2024) under which Sourcewell has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for formal solicitation.

Seeking to maintain consistency, focus on efficiency, and leverage operational experience of staff, Public Works is recommending the purchase of Komatsu brand wheel loader. The City owns Komatsu brand equipment in several departments, staff are familiar with their operation, existing City-owned attachments are interchangeable with the proposed model, and Fleet stocks replacement and repair parts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase a 2023 Komatsu WA200-8 Wheel Loader from Roland Machinery, in the amount of \$222,315. The Public Works Department has budgeted \$247,316 for the purchase of the unit for the Solid Waste Division. It will be paid for utilizing the FY 2024 Capital Lease-Capital Outlay Equipment Other Than Office account (40110149-72140). Stakeholders can locate this in the FY 2024 Budget Book titled “Other Funds & Capital Improvement” on pages 91 and 98.

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 NE-5 (Provide more efficient and sustainable municipal solid waste management); and Objective NE-5.1 (Reduce the amount of waste and toxicity going to the landfill)

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 3B Quote](#)

[PW 3C R51 Photo](#)

[PW 3D R53 Photo](#)

[PW 3E S53 Photo](#)

[PW 3F Komatsu Sourcewell Contract 032119-KOM](#)



06/06/2023
Quote #: SOURCEWELL 032119-KOM

CITY OF BLOOMINGTON
Rob Krones
PO BOX 3157
BLOOMINGTON IL 61702-3157



Dear Rob,

Thank you for the opportunity to assist with your equipment requirements. Roland Machinery is pleased to make the following offer for your consideration:

2023 KOMATSU WA200-8 Serial #: Hours: 0

- WA200-8 KOMATSU WHEEL LOADER
- FENDER KIT, FULL REAR
- BOOM HIGH LIFT
- BKT CYLINDER HIGH LIFT
- COUNTERWEIGHT, STANDARD
- ENGINE INTAKE, STANDARD
- PRECLEANER TURBO II (WA270)
- KOMATSU HYDRAULIC QUICK COUPLER
- KOMATSU HYDRAULICS FOR QUICK COUPLER
- 3-S VLV+ATT EPC+ONE PIPING ON BOOM
- 200/250-5L & PT RIM FOR 20.5-25 TUBELESS
- HANDLING CHRG TO SHIP RIMS ONLY

On behalf of Roland Machinery, thank you for your consideration of this equipment. We look forward to earning your business. Please contact me with any questions you may have.

Sincerely,

Paul Walters
217-789-7711 office
217-638-3961 mobile



2023 KOMATSU WA200-8

Standard Equipment for Base Machine

Engine and related items:

Air cleaner, dry-type, two stage, radial sealed
Engine shut-off system, electric with key
Engine, KOMATSU SAA4D107E-3, 4 cylinder turbocharged, air to air
after cooled, cooled EGR, direct injection Tier 4 Final interim emissions
certified, diesel.

Gross HP: 128HP (95.2kW) / 2000 RPM

Net HP: 126HP (94kW) / 2000 RPM (SAEJ1349) ISO / 9249

Net HP: 122HP (91.1kW) / at max speed of hydraulic cooling fan

Exhaust pipe, curved

Fan, auto-reverse, hydraulic driven

KDOC After-Treatment Assembly

Komatsu Auto Idle Shutdown

SCR - Selective Catalytic Reduction aftertreatment with
DEF tank and heated lines

Starting aid, intake air preheater type

Electrical system:

Alternator, 90 ampere, 24 volt

Back-up alarm

Batteries, 2 x 12 volt, (92 Ah), (680 CCA)

Battery disconnect switch

Horn, electric

Lights

- Back-up light, rear
- Sealed DT electrical connectors
- Starting motor, 5.5kW direct electric, 24V
- Stop and tail light
- Turn signal, (2 front, 2 rear) with hazard switch
- Working lights, halogen (2 front, high low
beam with indicator, fender mount, 2 rear grill mount
- Working lights, halogen (2 front)
outside of cab mount

Power Train and Controls:

Differentials, torque proportioning, inboard planetary

Parking brake, wet disc type

Service brakes, hydraulic, wet multiple disc type,
axle by axle (inboard)

Transmission, hydrostatic, 1 pump, 2 motors, full auto
shift with speed range control

Transmission control

- F/R: steering column / loader control lever selectable
- Max speed control: electric, 4 speed F/R
- Traction control: electric, 3 mode

Operator environment:

Cab, (ROPS/FOPS) (installed), includes; adjustable arm
rests, cigarette lighter/ashtray,

dome light, electrically heated rear window, air
conditioner / heater / defroster / pressurizer, floor mat,
front (intermittent) and rear wiper/washer, rearview mirrors
(2 outside, 2 inside), right hand and left hand door access
with steps and sunvisor

Hydraulic control, 2 spool (boom/bucket), multi-function mono lever
control, with integrated transmission F/R switch and includes
integrated third spool proportional switch (3 spool is optional)

Monitor, 7 inch, LCD, color

Radio, AM/FM with speakers and auxiliary jack

Rear view monitor

Seat, heated air suspension type, reclining with armrests (fabric)

Equipment Management Monitoring System (EMMS)

Monitor: Multi-function, 7 inch, LCD, color high-resolution

Warning Message System with Descriptions

Gauges

- Engine water temperature
- Ecology
- Fuel level
- HST oil temperature
- Speedometer / Tachometer

Pilot Lights

- Auxiliary steering (opt)
- Brake oil pressure
- Central warning
- Cooling fan reverse
- DEF Level
- Directional indicator
- ECSS
- Engine pre heater
- Head lamp high beam
- HST Emergency pump drive
- Komtrax message
- Parking brake warning
- Quick coupler lock release (opt)
- Remote Boom Positioner
- Seat belt caution
- Steering oil pressure
- Traction level
- Transmission speed range
- Turn signal
- Work equipment lock warning

Special arrangements:

Ambient Temperature Range, -20°C (-4°F)
through +45°C (+113°F) at maximum standard elevation
of 2,300 meters (7,546 ft.)

Other Standard Equipment:

Boom kick-out, automatic

Bucket and lift cylinders

Centralized grease banks

Counterweight, standard and additional

Electronically Controlled Suspension System (ECSS)

Fenders, front & partial rear

Hand rails, front, LH & RH

KOMTRAX, Level 5

Lifting eyes

Parallel loader linkage and standard lift boom

Provision for Quick Coupler (mount points for piping, harness for
cab switch)

Rims for 20.5-25 tires (4 each)

Vandalism Protection:

- Caplock & cover for fuel tank & hydraulic tank
- Padlocks
- Battery boxes
- Engine hood side panels & rear grill, lockable
- Radiator cap cover (bolted)
- Transfer case oil filler cover

Voltage converter (12 volt, 5 amp x 2)



Seat belt, 3" width, retractable
Steering wheel, tiltable, telescopic

Configuration

WA200-8 KOMATSU WHEEL LOADER
FENDER KIT, FULL REAR
BOOM HIGH LIFT
BKT CYLINDER HIGH LIFT
COUNTERWEIGHT, STANDARD
ENGINE INTAKE, STANDARD
PRECLEANER TURBO II (WA270)
KOMATSU HYDRAULIC QUICK COUPLER
KOMATSU HYDRAULICS FOR QUICK COUPLER
3-S VLV+ATT EPC+ONE PIPING ON BOOM
200/250-5L & PT RIM FOR 20.5-25 TUBELESS
HANDLING CHRG TO SHIP RIMS ONLY

Machine Year: 2023
Serial #:
Hours: 0

Attachment

JA LUBE KIT
17.5 ONE PIECE RIMS
4-n-1 BUCKET (2ea)
LED STROBE LIGHT
3 POINT SEAT BELT HARNESS

Warranty

60MO/6,000HR KOMATSU CARE PLUS II

Total Selling Price

Sell Price	\$222,315.00
Sales Tax	\$ 0.00
Sub Total	\$222,315.00
Less Rentals Paid	\$ 0.00
Trade In	\$ 0.00
Doc Fee	\$ 0.00
Other Charges	\$ 0.00
Total Amount Due	\$222,315.00



KomatsuCare

- Tier 4i & Tier 4 final Construction Equipment comes standard at *no additional cost* with complimentary factory scheduled maintenance for the first 3 years or 2,000 hours, whichever occurs first.
- Tier 4i & Tier 4 final construction equipment comes standard with two (2) complimentary KDPF exchange units for the first 5 years/9000 hours.
- If the machine's service location is more than one hour travel time or 75 miles one-way from the nearest authorized Komatsu Distributor branch, an addition charge by the Komatsu Distributor to the customer of ____ per hour and ____ per mile will apply on both segments of the trip, to and from the service location.



Komtrax

- KOMTRAX is both a wireless equipment monitoring system and a secure, web-based, application used for reviewing the data KOMTRAX collects and sends. KOMTRAX not only gives you the power of knowledge, but also the convenience of managing your fleet on the Web, wherever you are. KOMTRAX data is packaged specifically for easy and intuitive analysis in maps, lists, graphs and charts that are ready for viewing at your convenience. KOMTRAX is standard on all Komatsu models and is *absolutely free* for the first 5 years. *That's a \$5,000 value, at no cost to you.*



Terms and Conditions

06/06/2023

*All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. ~~In the event applicable taxes are not indicated in the quotation, the material quoted will be subject to any applicable taxes at the date of shipment.~~ Buyer is tax exempt. No taxes, fees, or surcharges shall apply. *PW*

*All quotations are subject to change without notice. *PW*

~~*Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted.~~ *PW*

*The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller.

*Terms of sales are subject to credit approval.

~~*Subject to approval, may require down payment.~~ *PW*

*Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.

This Quotation is valid for 30 days from the date of origination.

*06/04/2023
Paul Whittes*







Contract Award
RFP #032119



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

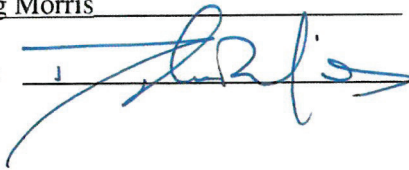
Company Name: Komatsu America Corp. Date: March 18, 2019

Company Address: 1701 Golf Road, Suite 1-100

City: Rolling Meadows State: IL Zip: 60008

CAGE Code/DUNS: 69-054-1560

Contact Person: Doug Morris Title: Director, Sales and Marketing

Authorized Signature:  Douglas R Morris
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-KOM

Proposer's full legal name: Komatsu America Corp.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

C0FD2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E42B8F817A64CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-KOM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name KOMATSU AMERICA CORP.

Authorized Signatory's Title DIRECTOR, SALES AND MARKETING

[Signature]
VENDOR AUTHORIZED SIGNATURE

Douglas R Morris
(NAME PRINTED OR TYPED)

Executed on MAY 10, 2019

Sourcewell Contract # 032119-KOM



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW June 12, 2023

P AUD IMBACTED: City-Wide Impact

SLJKECT: Consideration and Action to Approve an Agreement between the City of Bloomington and Cloudpoint Geographics, Inc. for GIS Services (RFQ #2022-25) in the Amount of \$221,950, as requested by the Information Technology Department.

UECOMMENDED MOTION: The proposed Agreement be approved.

STUATEGIC BWAN WNY:

Goal 1. Financially Sound City Providing Quality Basic Services

STUATEGIC BWAN SIGNIRICANCE:

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

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

JACYGUOLND: The City has been using GIS software since 1996 to manage geographic data and create maps and has been utilizing Cloudpoint Geographics, Inc. ("Cloudpoint") services since 2013. Several City departments use the GIS software daily, including Public Works, Economic & Community Development, Information Technology, Police, and Fire. The Agreement allows for increased effectiveness in the use of the GIS software on a daily basis for both City employees and the general public. Several interactive maps are already found on the City's website and this Agreement will allow for additional access and functionality on the website.

Through the Architect & Engineering (A&E) Request for Qualifications (RFQ #2022-25) adopted via Resolution 2022-13, Cloudpoint was selected as the most qualified firm to provide GIS services specific to the City's needs. Vendor selection for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

The Information Technology Department is recommending approval of a two-year services agreement with Cloudpoint in the amount of \$221,950; 11 months in FY 2024 totaling \$106,150 and \$115,800 for 12 months in FY 2025, for the purpose of providing Geographic Information System (GIS) Services.

The City makes extensive use of this GIS software for purposes such as creating, maintaining, and analyzing geographic data as well as powering interactive web mapping applications for City staff, regional partners, and the public. This Agreement will assist with getting advanced GIS applications expanded to the general public and provide increased mobile GIS services for City staff as well as provide the needed training to utilize the upgraded software and applications. The Agreement will support City staff within the Public Works, Economic & Community Development, and Information Technology Departments. Within this 23-month scope, Cloudpoint will assist with the optimization of existing

databases, maps, and applications ("apps"), as well as the deployment of new databases, maps, and apps, and user support. The Agreement with Cloudpoint is necessary to ensure the City's GIS and its infrastructure are up to date with current best practices and allow for the efficient and effective use of the City's GIS by City staff, regional partners, and the general public. Through the continual refinement of existing maps and apps and the deployment of new maps and apps, employees in the office and in the field will have access to the information necessary to more effectively perform their job duties. Additionally, the Agreement provides the City with GIS support on a 24/7 basis with technical assistance, troubleshooting issues, and assisting full-time staff with requests for GIS services throughout all departments and outside entities.

COMMLNIT/ GUOLBSVINTEUESTED BEUSONS CONTACTED: N/A

RINANCIAWIMBACT: If approved, the City will enter into an agreement with Cloudpoint Geographics, Inc. for GIS Services (RFQ #2022-25) in the Amount of \$221,950: 11 months in FY 2024 totaling \$106,150 and \$115,800 for 12 months in FY 2025.

Below is the breakout of the departments/accounts expenses for FY 2024:

- 10016210-70220 (Engineering-Other Professional and Technical Services) - \$22,962.50
- 10019170-70220 (Economic Development-Other Professional and Technical Services) - \$14,300
- 50100110-70220 (Water Administration-Other Prof and Technical Services) - \$22,962.50
- 51100110-70220 (Sanitary Sewer-Other Professional and Technical Services) - \$22,962.50
- 53103100-70220 (Storm Water-Other Professional and Technical Services) - \$22,962.50

Both Public Works and Economic Development will be including the FY 2025 amounts in their FY 2025 respective budget submissions. Stakeholders can locate the Engineering and Economic Development accounts in the FY 2024 Budget Book titled "Budget Overview & General Fund" on pages 310 and 277. Stakeholders can locate the Water, Sanitary Sewer and Storm Water accounts in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 120, 146 and 153.

AMEUICAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNIT/ DEHEVOBMENT IMBACT: The agreement with the City of Denver for the purpose of improving communication between the City, the citizens, and the neighborhood organizations to foster teamwork and community spirit; Objective N-3.1 (City will use both traditional and non-traditional methods to communicate with its residents); 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); and Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management)

Respectfully submitted for consideration.

Prepared by: Glen Wetterow, City Planner

ATTACHMENTS:

[IT 1B Contract](#)

This GIS SERVICES AGREEMENT (hereafter “Contract”) is entered between City of Bloomington (hereafter “Client”) and Cloudpoint Geospatial, Inc. (hereafter “Cloudpoint”). Said GIS services will be available to the Client under this contract for as described below.

SCOPE AND DUTIES. Cloudpoint agrees to provide Client with GIS consulting services as described in more detail in **EXHIBIT A**. Client understands and agrees that additional services beyond those described on the attachment are not included in the scope of this Contract. Cloudpoint shall provide those services reasonably required to assist Client and shall take reasonable steps to keep Client informed of the progress of its services and to respond to Client’s inquiries. Client shall keep Cloudpoint advised of any changes in Client’s physical address, email address, telephone number or similar location and contact information.

REQUIREMENTS. Client agrees to provide the following requirements as part of this contract in order to meet the items specified in the scope of services.

- a. Client shall maintain and keep current all software maintenance or subscription costs necessary to accomplish the tasks listed in the scope of services herein
- b. Client shall maintain the necessary hardware devices to accomplish the tasks listed in the scope of services herein. Cloudpoint will not be obligated to provide support services for hardware/devices that are more than five (5) years old.
- c. At the sole discretion of Client’s IT Director of his/her designee, Client will provide remote access capabilities, with admin privileges, allowing designated Cloudpoint staff to start, stop, and or troubleshoot any services relating to the Client’s enterprise GIS system. Client agrees to provide access that is not contingent on the availability of city staff members. Cloudpoint will not be responsible for delays due to lack of necessary privileges.

EFFECTIVE DATES: This contract will extend for a period of one (1) year with the initial term beginning on **June 01, 2023** and continuing through and including **April 30, 2025** at which time the Contract shall conclude.

PAYMENT TERMS. Starting June 1, 2023, Client agrees to pay Cloudpoint for its services at a fixed amount per month according to the pricing listed in **EXHIBIT B**. The Client agrees to pay Cloudpoint for all services performed and all costs incurred. Invoices for Cloudpoint’s services shall be submitted on a monthly basis. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, Cloudpoint may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys’ fees.

ADDITIONAL SERVICES. Client understands and agrees that, if Client desires additional GIS services from Cloudpoint or a separate project that falls outside of the scope listed herein, these services will be available at the standard hourly billing rates shown **EXHIBIT C**.

TERMINATION OF SERVICE. This Agreement may be terminated with written notification at any time by either party should the other party fail to perform its obligation hereunder. The terminating party must provide not less than thirty (30) days’ notice of the intention to Terminate this contract. Release of any information is subject to payment in full.

INDEMNIFICATION. Each party to this Agreement (in the capacity of “Indemnitor”) hereby agrees to indemnify, and hold the other (in the capacity of “Indemnatee”) harmless from and against all costs, liabilities, damages, including, reasonable attorneys’ fees and costs (collectively, “Indemnified Costs”) relating to or arising out of such Indemnitor’s negligent acts, errors or omissions in the performance of professional services except to the extent caused by the negligent or intentional act or omission of the Indemnatee or its agents.

LIMITATION OF LIABILITY. In recognition of the relative risks, rewards and benefits of the project to both the Client and the Cloudpoint, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Cloudpoint’s total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall be limited to two hundred fifty thousand dollars (\$250,000) or the Consultant’s fee, whichever is greater. Such causes include, but are not limited to, Cloudpoint’s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Signatures

In witness thereof, the City of Bloomington and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein

on date: _____

City of Bloomington

Signature	_____
Name	_____
Title	_____
Address	_____
City, State, Zip	_____

Cloudpoint Geospatial

Signature	
Name	Erin Strickler
Title	Vice President
Address	1407 W Front St
City, State, Zip	Roanoke, IL 61561

Exhibit A - Scope of Services

Managed GIS Services (Advanced)

Cloudpoint agrees to provide the following base professional services as part of this agreement:

Administrative Services

- Dedicated Project Manager
- Coordinate GIS via meeting with key personnel on a regular basis
- Remote meetings with GIS staff, internal departments, external contractors, & consultants
- Monthly remote meetings with key personnel to review GIS progress and discuss future plans
- Document and maintain ongoing GIS master plan for Client's Public Works Department with semi-annual updates in effort to align this master plan with Client's master plan for the City.

Software Services

- Assist Client's staff with the administration of ArcGIS Enterprise and ArcGIS Online
- Assist Client's staff with configuration and deployment of Esri Field Apps (Field Maps, Survey123, Quick Capture, Workforce, etc.) for use with ArcGIS Enterprise and ArcGIS Online
- Assist Client's staff with ArcGIS Enterprise management (including licensing allocation and software upgrades not to exceed 2 per year)
- Configuration and Deployment of ArcGIS Server Extensions Image Server (other extensions not included)

Data Configuration and Maintenance

- Provisioning for GIS data backups
- Creation of script to monitor changes on up to ten (10) data layers. A prerequisite of this task is that backups are routinely created and located in a consistent location.
- Assistance with GIS network architecture design
- Configuration of ArcGIS Solutions (3 per year)
- Configuration of workflow automation solutions for use with ArcGIS Pro, ArcGIS Online, and ArcGIS Enterprise (4 per year)
 - Includes up to 16 hours of work for custom Python scripts and/or ArcGIS Pro toolboxes
- Routine GIS Updates – this consists of providing routine GIS data updates such as the following:
 - Adding small sets of data received from consultants, contractors, developers, or others
 - Updating county-level imagery layers
 - Web and Mobile mapping application updates
- Reports outlining the number of features changed over a specified period of time can be provided. Further reporting based on specific attribute changes is not included in this contract, but can be provided under the provided hourly rates.

Data Requests

- Coordination with outside agencies including McLean County GIS Consortium (McGIS), McLean County, Town of Normal, MetCOM, and Bloomington Township
- Assistance with integration between ArcGIS Enterprise and Third-Party Software systems (up to 40 hours per year)

Support

- On-call remote GIS technical support available Monday through Friday between 8:00am – 5:00pm CST for up to ten predefined users.
- Training and technical support (up to 120 hours per year) for Client staff on any of the following:
 - ArcGIS Pro Desktop software
 - ArcGIS Enterprise & ArcGIS Online administration
 - ArcGIS Enterprise applications including Web Maps, Web Applications, Dashboards and Workforce deployments.
- Routine Backups of ArcGIS Online and Portal for ArcGIS items (up to 1,000 GB of Data):

Not included

The following services are not included in this contract but can be completed upon request as stated:

- Separate Contract
 - Data collection
 - Data creation
 - Configuration and Deployment of ArcGIS Enterprise/ArcGIS Online add-ons such as ArcGIS Hub, ArcGIS Enterprise Sites, Parcel Fabric, and Utility Network
 - Configuration and Deployment of ArcGIS Server Extensions such as GeoEvent
- Contract Add-on
 - Managed GIS Services (Cloud): This level of Managed GIS Services includes deploying, upgrading, and maintaining an organization's ArcGIS Enterprise system in the AWS Cloud. The additional cost for these services is dependent on the organization's ArcGIS Enterprise system.
- Hourly rates (**Exhibit C**)
 - Support of software and services outside of Esri and Trimble
 - Workflow automations requiring additional software
 - Billing titles of staff involved in hourly projects will be provided prior to the beginning of the each project

Exhibit B - Managed Services Pricing Schedule

The following table details the pricing for delivery of the services outlined in this proposal for the Public Works Department. The Client agrees to pay Cloudpoint for these services at the following rate(s):

Managed GIS Services – Public Works Department	Price
Managed GIS Services (Advanced) – with 11-month agreement	\$9,150 / month
Managed GIS Services (Advanced) – with 23-month agreement	\$8,350 / month

Managed GIS Services – Additional Departments (timing to align with existing agreement with 6 month minimum)	Price
Police (includes up to 40 training hours per year)	\$2,150 / month
Fire (includes up to 40 training hours per year)	\$1,900 / month
PRCA- Parks, Rec, & Cultural Arts (includes up to 20 training hours per year)	\$1,300 / month
Economic & Community Development (includes up to 20 training hours per year)	\$1,300 / month

The following describes the services to be provided over a period of one year. The services to be provided will be proportional to the length of contract.

Economic & Community Development

Included:

- Up to 65 hours of data creation per year (additional data creation can be accomplished at the hourly rates described in Exhibit C).
- Maintenance including small updates to all authoritative feature services, Web Maps, and Web Mapping Applications
- Configuration of workflow solutions using ArcGIS Applications or [ArcGIS Solutions](#) (2 per year)
- Remote GIS training for web, desktop, or mobile applications (see above table for number of hours)

Exhibit C - Standard Hourly Billing Rates

Hourly Billing Rates

Listed below are the standard hourly billing rates for Cloudpoint personnel effective January 1, 2023.

Professional Services	Class	Hourly Rate
Principal	PRI	\$205
Director	DIR	\$194
Senior Project Manager	PMSR	\$189
Project Manager	PM	\$184
Senior Engineer / Analyst / Developer	GISA 5	\$194
Geospatial (Solutions) Engineer / GIS Analyst / Developer 4	GISA 4	\$179
Geospatial (Solutions) Engineer / GIS Analyst / Developer 3	GISA 3	\$163
Geospatial (Solutions) Engineer / GIS Analyst / Developer 2	GISA 2	\$147
Geospatial (Solutions) Engineer / GIS Analyst / Developer 1	GISA 1	\$131
Senior GIS Professional	GISP 5	\$173
GIS Associate / Professional 4	GISP 4	\$158
GIS Associate / Professional 3	GISP 3	\$152
GIS Associate / Professional 2	GISP 2	\$137
GIS Associate / Professional 1	GISP 1	\$121
Senior GIS Technician	GIST5	\$147
GIS Technician 4	GIST4	\$137
GIS Technician 3	GIST3	\$116
GIS Technician 2	GIST2	\$100
GIS Technician 1	GIST1	\$85
GIS Intern	GINT	\$75
Administrative	Admin	\$75



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: June 12, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Amendment to the Contract with Tyler Technologies for Annual Maintenance of the Enterprise Public Safety Suite and the Addition of the Enforcement Mobile Solution in the Amount of \$191,897.56, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Contract Amendment 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

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

BACKGROUND: The City has partnered with Tyler Technologies since 2005 to provide a computer-aided dispatch solution for use by the Police and Fire Departments. The computer-aided dispatch system is the key component of the Emergency Communications Center. The system assigns, tracks, and maintains the status of Police, Fire, and Emergency Medical Personnel in the City. This Contract provides critical 24/7 support and maintenance of the system. It includes updates and enhancements to the product for the term of the agreement.

Tyler Technologies is the only authorized entity to maintain and support the Enterprise Public Safety Software suite including the provisioning of software updates and support. The Amendment to the Contract includes the addition of the Enforcement Mobile suite which will provide an electronic ordinance/ticket/warning writing system for use by the Police Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will amend the Contract with Tyler Technologies for the Annual Maintenance of the Enterprise Public Safety Suite to include the Enforcement Mobile solution in the amount of \$191,897.56 in total. A budget transfer of \$41,813 from Police-Other Purchased Services account (10015110-70690) to Communication Center-Repair/Maintenance Office & Computer Equipment account (10015118-70530) will be processed. The full amount of \$191,897.56 will be paid out of the Communication Center-Repair/Maintenance Office & Computer Equipment account (10015118-70530). The Communication Center will include the extra cost for the addition of the Enforcement Mobile solution in future year budgets. Stakeholders can locate the original \$150,084.56 for the Annual Maintenance of the Enterprise Public Safety Suite in the FY 2024 Budget titled

"Budget Overview & General Fund" on page 240.

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: Darren Wolf, Communication Center Manager

ATTACHMENTS:

[PD 1B Contract Amendment](#)

[PD 1C Annual Maintenance Invoice](#)

[PD 1D Limited Source Justification - Tyler Technologies](#)



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Bloomington, with offices at 305 S East St., Bloomington, IL 61701-7609 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of June 30, 2005 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement for an initial term ("Initial Term") commencing as of the first day of the first month following Amendment Effective Date; and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the maintenance and support term as set forth in the Agreement. Thereafter, the SaaS Term shall automatically renew for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Payment of fees and costs for such items are as follows:
 - a. SaaS Fees for the Initial Term, at the rates set forth in Exhibit 1, shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with Client's annual maintenance and support term under the Agreement. Subsequent SaaS Fees, at Tyler's then-current rates, are invoiced annually in advance of each anniversary thereof.
 - b. Implementation services and expenses will be invoiced as provided and/or incurred.
 - c. Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
2. Without limiting the terms of the Agreement, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Bloomington, IL

By: Sherry Clark

By: _____

Name: Sherry Clark

Name: _____

Title: Group General Counsel

Title: _____

Date: April 25, 2023

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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INVESTMENT SUMMARY FOR:
Bloomington Police Department, IL

PRESENTED BY:
Mark Lepley

4/17/2023





INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 18,500
Third-Party Products	\$ 21,813
Other Cost	\$ 0
Travel	\$ 1,500
Total One-Time Cost	\$ 41,813
Annual Recurring Fees/SaaS	\$ 18,156
Tyler Software Maintenance	\$ 0



Quoted By: Mark Lepley
Quote Expiration: 7/31/23
Quote Name: Add Enforcement Mobile
(eCitation and Code Enforcement)

Sales Quotation For:
Bloomington Police Department
305 S East St
Bloomington, IL 61701-7609
Phone: +1 (309) 434-2366

Shipping Address:
Bloomington Police Department
305 S East St
Bloomington, IL 61701-7609

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enforcement Mobile				
License				
Task: eCitation (Included)	\$ 0	\$ 0	\$ 0	\$ 0
Export File: IDOT Demographic Profile (Included)	\$ 0	\$ 0	\$ 0	\$ 0
Task: IDOT Traffic/Pedestrian Stop (Included)	\$ 0	\$ 0	\$ 0	\$ 0
Total				\$ 0
TOTAL				\$ 0

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				

License					
REF License - MDC or TABLET [37]					
Interface		37	\$ 400	\$ 1,480	\$ 13,320
Device Level - Enterprise Public Safety					
Task		1	\$ 0	\$ 0	\$ 0
Task: Criminal Trespass Warning					
		1	\$ 1,625	\$ 163	\$ 1,462
Task: Code Enforcement					
		1	\$ 1,625	\$ 163	\$ 1,462
Subscription License Fees					
Interface: County Court		1	\$ 1,625	\$ 163	\$ 1,462
Export: City Court PDF Only Export		1	\$ 500	\$ 50	\$ 450
TOTAL					\$ 18,156

Services					
Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Set Up & Configuration for Enterprise Public Safety Interface	1	\$ 0	\$ 0	\$ 0	\$ 0
Training	1	\$ 2,000	\$ 0	\$ 2,000	\$ 0
Set Up & Config	1	\$ 14,500	\$ 0	\$ 14,500	\$ 0
Project Management	1	\$ 2,000	\$ 0	\$ 2,000	\$ 0
TOTAL					\$ 18,500
					\$ 0

Third-Party Hardware, Software and Services					
Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					

LB3692 / Brother, PocketJet, Rugged Jet, Car Adapter-wired, 14 ft.	37	\$ 30	\$ 1,110	\$ 0	\$ 0
LB3788 / Brother, PocketJet, Paper, Perforated roll, 6 rolls per case	10	\$ 113	\$ 1,130	\$ 0	\$ 0
LBX110001 / Brother, USB Cable Type A to C, 10 ft	37	\$ 28	\$ 1,036	\$ 0	\$ 0
PJ863 / Brother Printer, PJ863 with Bluetooth	37	\$ 501	\$ 18,537	\$ 0	\$ 0
TOTAL				\$ 21,813	\$ 0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 18,156
Total Tyler Services	\$ 18,500	\$ 0
Total Third-Party Hardware, Software, Services	\$ 21,813	\$ 0
Travel	\$ 1,500	

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.
RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.
Enforcement Mobile Note: Annual Software as a Service fee includes licenses, hosting and maintenance

Quote includes the following:

- MDT configuration
- Licenses: 37 devices
- 24x7 support
- Administrative web portal (Unlimited users)
- eCitation task (IL UTC)
- Code task (Ordinance citations)
- Criminal Trespass Warning task
- Mobile integration (Tyler)
- Warnings (All ticket types)
- IDOT Traffic and Pedestrian Stop task
- IDOT demographic profile export file
- Court interface (County - traffic)
- PDF export (City court)
- Hardware
- All services to manage, implement and train-the-trainers



Exhibit 1 Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

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Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com



Bill To: CITY OF BLOOMINGTON
ATTN: IT DIRECTOR, CRAIG MCBEATH
115 E. WASHINGTON ST
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: IT DIRECTOR, CRAIG MCBEATH
115 E. WASHINGTON ST
BLOOMINGTON, IL 61701

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
████ - MAIN - MAIN	24392		USD	NET45	06/15/2023

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	Additional New World MSP for CAD Standard Maintenance- BOLOs	1	3,577.95	3,577.95
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	Additional New World MSP for CAD Standard Maintenance - CAD AVL	1	2,192.66	2,192.66
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	New World MSP Combined LE/Fire/EMS CAD Standard Maintenance	1	34,238.37	34,238.37
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	New World MSP Third Party CAD Interface Standard Maintenance - E-911 Interface	1	3,577.95	3,577.95
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	New World MSP Third Party CAD Interface Standard Maintenance - Fire Records Interface	1	7,155.89	7,155.89
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	New World MSP Third Party CAD Interface Standard Maintenance -New World State/NCIC Interface	1	6,757.56	6,757.56
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	New World MSP Third Party CAD Interface Standard Maintenance - Pre-Arrival Questionnaire Interface	1	3,577.95	3,577.95
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	Additional New World MSP for CAD Standard Maintenance - Web CAD Monitor	1	7,950.18	7,950.18
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 10+ users	1	4,385.33	4,385.33
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	New World AVL Mapping Server Standard Maintenance	1	3,951.32	3,951.32
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	New World Base CAD/NCIC/Messaging Standard Maintenance	1	0.00	0.00
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	New World AVL Interface Standard Maintenance	1	4,279.50	4,279.50
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(51-100 Units)	1	19,754.19	19,754.19
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	Additional New World Standard Maintenance for RS/6000 Message Switch - New World CAD Interface (51-100 units)	1	4,279.50	4,279.50
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	New World Fire Mobile Unit Standard Maintenance - Fire CAD via Switch	1	3,951.32	3,951.32
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping	1	3,160.58	3,160.58
	Maintenance Start: 01/May/2023, End: 30/Apr/2024			



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Date	Description	Units	Rate	Extended Price
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch Maintenance Start: 01/May/2023, End: 30/Apr/2024	1	7,901.44	7,901.44
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Switch Maintenance Start: 01/May/2023, End: 30/Apr/2024	1	5,267.64	5,267.64
	New World AVL Interface Standard Maintenance Maintenance Start: 01/May/2023, End: 30/Apr/2024	1	4,740.88	4,740.88
	New World Mobile on MSP Server Integration Standard Maintenance - AVL CAD Interface (51-100 units) Maintenance Start: 01/May/2023, End: 30/Apr/2024	1	4,279.50	4,279.50
	New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (51-100 units) Maintenance Start: 01/May/2023, End: 30/Apr/2024	1	3,621.93	3,621.93
Contract No.: BLOOMINGTON, IL				
	New World Third Party Maintenance - ArcGIS Standard Enterprise Server Integration Maintenance: Start: 01/May/2023, End: 30/Apr/2024	1	526.76	526.76
	New World Third Party Maintenance - CAD Workstations Integration Maintenance: Start: 01/May/2023, End: 30/Apr/2024	1	0.00	0.00
	New World Third Party Maintenance - Mobile In-Car Mapping Integration Maintenance: Start: 01/May/2023, End: 30/Apr/2024	1	1,975.01	1,975.01
	New World Maintenance - PSMA Maintenance: Start: 01/May/2023, End: 30/Apr/2024	1	1,719.90	1,719.90
	ShieldForce - LE Dispatch with Advanced Mapping - Maintenance Maintenance: Start: 01/May/2023, End: 30/Apr/2024	1	342.84	342.84
	Encoder Interface - Maintenance Maintenance: Start: 01/May/2023, End: 30/Apr/2024	1	1,733.66	1,733.66
	CrewForce - Fire Dispatch - Maintenance Maintenance: Start: 01/May/2023, End: 30/Apr/2024	1	110.25	110.25
	Performance Dashboard Maintenance: Start: 01/May/2023, End: 30/Apr/2024	1	3,409.17	3,409.17
	CrewForce - Fire Dispatch Maintenance: Start: 01/May/2023, End: 30/Apr/2024	1	110.25	110.25
	CrewForce - Fire Dispatch Maintenance: Start: 01/May/2023, End: 30/Apr/2024	3	99.40	298.20
	Enterprise Fire Field Mobile with Advance Mapping Maintenance: Start: 01/May/2023, End: 30/Apr/2024	12	104.74	1,256.88



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Date	Description	Units	Rate	Extended Price
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****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	150,084.56
Sales Tax	0.00
Invoice Total	150,084.56

06-LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & # **Tyler Technologies # 2002**Amount: **\$191,897.56**Date: **06-12-2023**

Description of item/services: **Tyler Technologies - Enterprise Public Safety - Annual Maintenance and Contract Amendment**

Justification:

In 2005, the City selected Tyler Technologies as the Computer Aided Dispatch (CAD) platform and service. This CAD platform provides critical support for the 24/7 911 emergency communication center and is vital to the day-to-day operation of the Police and Fire departments. As such, it is critical to keep software maintenance, support and updates active on the system. It is only possible to obtain this maintenance/support for CAD directly from Tyler Technologies. The Contract Amendment adds the Enforcement Mobile solution to our existing Tyler suite and will interface with existing systems.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.



(Name and Signature of Department Director or Designee)



Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,
I concur ☒ I do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee



Date



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW June 12, 2023

P AUD IMBACTED: City-Wide Impact

SLJFECT: Consideration and Action on an Ordinance Authorizing the Expenditure of the Opioid Settlement Funds in Accordance with the National Opioid Crisis Class Action Lawsuits, as requested by the Legal Department.

UECOMMENDED MOTION: The proposed Ordinance be approved.

STUATEGIC BWAN WNK:

Goal 1. Financially Sound City Providing Quality Basic Services

STUATEGIC BWAN SIGNIRICANCE:

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

JACKGUOLND: The City is participating in settlement agreements under the National Opioid Crisis Class Action lawsuits designed to remediate the impacts of opioid use. In 2021, settlements were announced with the three largest distributors, McKesson, Cardinal Health, and AmericsourceBergen, and against manufacturer Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson. In 2022, settlement agreements were announced with the three primary pharmacy chains, namely CVS, Walgreens, and Walmart, as well as two additional manufacturers, namely Allergan and Teva.

To date, the City has received approximately \$93,000 in settlement funds which must be used in accordance with the terms of the settlements. A detailed listing of the authorized uses can be found in Exhibit A to the proposed Ordinance. Since the uses are tightly controlled and must be reported to the applicable courts, and the settlement funds come in sporadically, City staff is proposing the City Manager be given authority to approve expenditure of the funds received in accordance with the terms of the settlement agreements.

As an example, the Fire Department has already spent approximately \$8,000 of the settlement funds on data analytic software that will integrate with the Department's reporting system. This will allow the Department to monitor and improve responses to drug overdoses. In addition, the Police Department is recommending a portion of the settlement funds be used to purchase equipment that will help them safely process and detect fentanyl. The City's first responders have had exposure to fentanyl in the field in the past, necessitating the need for Narcan, and this type of equipment helps to protect against future exposures.

The City Manager will continue to work not only with the Police Department and Fire Department, but all other City departments and community agencies that are addressing the impact of opioids, to appropriately expend the settlement funds.

COMMUNITY GOALS/INTERESTED PARTIES CONTACTED: N/A

FINANCIAL IMPACT: The settlements are paid over numerous years, up to 18 years in some cases, and it is therefore difficult to predict the total amount the City will receive each year. The best projection is that over the life of the settlements, the City may receive approximately \$880,000 in funds that may be used for opioid remediation. All expenditures of the settlement funds are given a specific code, tracked, and reported as required by the courts and appropriate settlement agreements. These expenditures have not been budgeted, but funds will not be spent prior to revenues being received. Finance will monitor and do a budget amendment, if necessary, at fiscal year-end.

AMERICAN U.S. RACE RELATIONSHIP IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, Corporation Counsel

ATTACHMENTS:

[LGL 1B Ordinance](#)

[LGL 1C Ordinance Exhibit A](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF THE OPIOID SETTLEMENT FUNDS IN ACCORDANCE WITH THE NATIONAL OPIOID CRISIS CLASS ACTION LAWSUITS

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, the City is participating in settlement agreements under the National Opioid Crisis Class Action lawsuits; and

WHEREAS, in 2021, settlements were announced with the three largest distributors, McKesson, Cardinal health, and AmericourceBergen, and against manufacturer Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson; and

WHEREAS, in 2022, settlement agreements were announced with the three primary pharmacy chains, namely CVS, Walgreens and Walmart, as well as two additional manufacturers, namely Allergan and Teva; and

WHEREAS, pursuant to the settlements, the City will receive annual payments and has already received approximately \$90,000 (hereinafter “Settlement Funds”);

WHEREAS, under the settlement agreements, use of the Settlement Funds are restricted and can only be spent on limited permissible uses related to the remediation of opioid uses as set forth in Exhibit A; and

WHEREAS, due to the limited uses associated with the Settlement Funds, the City Council finds it in the best interests of the City to authorize the City Manager to approve expenditure of the Settlement Funds.

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

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

Section 2. The City Manager is authorized to approve expenditures and enter into agreements, permissible under the settlement agreements, from the Settlement Funds received by the City. All conflicting provisions and requirements of the City Code shall be waived to allow the City Manager to expeditiously expend said Settlement Funds for the remediation of opioid use.

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 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 12th day of June 2023.

APPROVED this ____ day of June 2023.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

Exhibit A
List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Exhibit G Participants may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies (“*Core Strategies*”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).

7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and

to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: June 12, 2023

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year (FY) Ending April 30, 2024, to Allocate ARPA (American Rescue Plan Act) Funds in the amount of \$3,089,765, and increasing the FY 2024 General Fund Budget by \$7,342,138.66, Water Fund budget by \$3,018,962.82, Sanitary Sewer Fund Budget by \$2,711,587.42, Storm Water Fund Budget by \$2,711,587.42, and, 2) an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and Stark Excavating, Inc., for the Locust Street CSO Elimination and Water Main Replacement Phases 4 & 5 (Bid #2023-36), in the Amount of \$8,442,137.66, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinances be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

Objective 2c. Functional, well maintained sewer collection system

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

BACKGROUND: If approved, the City will enter into an agreement with Stark Excavating for the Locust Street CSO Elimination and Water Main Replacement Phases 4 & 5.

The City sewer system operates Combined Sewer Overflow (CSO) outlets near the intersection of Locust Street and Colton Avenue under a permit from the Illinois Environmental Protection Agency. The permit includes a Long-Term Control Plan to eliminate the associated CSO. This agreement will allow the City to continue this work of eliminating the CSO per the terms of the permit. Work performed under this agreement will include building new sanitary sewer and storm sewer to separate the storm and sanitary flows and installing new water main to replace the old mains, which are reaching the end of their useful life. The pavement above utility trenches will have variable width resurfacing. Intermittent curb and gutter repair and intermittent sidewalk repair will be constructed in areas where the utility trenches disturb existing sidewalk and curb and gutter. A map showing the limits of construction for the project is attached.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Thursday, May 18, 2023, electronically via the City's e-Procurement Portal, OpenGov. Stark Excavating was the only bidder with a bid opened on May 18. Stark Excavating is a local firm, and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is included. 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. A full bid tabulation is attached.

The bid package included a Base Bid and an Additive Alternatives 1, 2, and 3 for this project. The Additive Alternatives are additional parts of the Locust Colton combined sewer separation and were included in this bid package in case the City received favorable pricing. The original FY2023 budgeted amount for the project was \$6,900,000.00. The only bid totaled \$10,799,316.25. Staff recommends approving an agreement that includes only the Base Bid and Additive Alternative 1, at a cost of \$8,442,137.66. Additive Alternatives 2 and 3 will be included in a later phase of the multi-phase project. The increased cost associated with the only bid received, as compared to the engineer's estimate, is due in part to the current inflation in materials and labor, the difficulty in estimating the cost of a relatively unused material, in brick, and the City only having one consistent bidder showing interest in the multi-phase project.

As indicted above, this project was originally budgeted in FY2023. Due to the project rolling into FY2024, budget amendments are necessary for the current fiscal year. Along with the project costs, these amendments will include unbudgeted transfers from the General Fund to the funds executing the project = Water, Sewer and Storm Water. If approved, the \$8,442,137.66 cost will be funded as follows:

- \$3,089,765.00: American Rescue Plan Act funds. Of this, \$1,099,999 was allocated in FY23 as part of the FY23 budget; \$1,989,766 will be allocated / approved as part of this memo. These ARPA funds were deposited to the General Fund, and therefore will need transferred to the funds executing the projects.
- \$5,352,372.66: General Fund Subsidy. Please note, the full transfer from the General Fund is \$7,342,139. This is comprised of the \$5,352,373 subsidy plus the \$1,989,766 of ARPA funds referenced above.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on April 26, 2023.

FINANCIAL IMPACT: If approved, the City will process a budget amendment to increase the FY 2024 General Fund Budget by \$7,342,138.66 (related to Transfers), Water Fund budget by \$3,018,962.82, Sanitary Sewer Fund Budget by \$2,711,587.42, Storm Water Fund Budget by \$2,711,587.42 (see attached Exhibit A for specific account details on the budget amendment). Also, if approved, an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and Stark Excavating, Inc., for the Locust Street CSO Elimination and Water Main Replacement Phases 4 & 5 (Bid #2023-36), in the Amount of \$8,442,137.66.

The payments for the project will be made from the following accounts:

- Water Transmission & Distribution-Water Main Construction (50100120-72540) for \$1,890,526.25
- Water Transmission & Distribution-Water Main Construction-ARPA (50100120-72540-75000) for \$1,128,436.57
- Sanitary Sewer-Sewer Construction & Improvement (51101100-72550) for \$1,730,923.21
- Sanitary Sewer-Sewer Construction & Improvement-ARPA (51101100-72550-75000) for \$980,664.21

- Storm Water-Sewer Construction & Improvement (53103100-72550) for \$1,730,923.21
- Storm Water-Sewer Construction & Improvement-ARPA (53103100-72550-75000) for \$980,664.21

AMERICAN RESCUE PLAN FUNDING IMPACT: Council authorized \$9,000,000 in ARPA-related Infrastructure via resolution. Of that, \$3,089,765 has been targeted for the construction of Locust Street CSO Elimination and Water Main Replacement Phases 4 & 5. All ARPA Infrastructure funds have now been targeted for use.

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

Respectfully submitted for consideration.

Prepared by: Dominic Kallas, Civil Engineer II

ATTACHMENTS:

[PW 1B Ordinance - Construction Agreement](#)

[PW 1C Agreement](#)

[PW 1D Bid Tab](#)

[PW 1E Map](#)

[PW 1F Ordinance - Budget Amendment](#)

[PW 1G Ordinance - Budget Amendment Exhibit A](#)

ORDINANCE NO. 2023-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND STARK EXCAVATING, INC., FOR THE LOCUST STREET CSO ELIMINATION AND WATER MAIN REPLACEMENT PHASES 4 & 5 (Bid #2023-36), IN THE AMOUNT OF \$8,442,137.66

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

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with Stark Excavating, Inc., be approved for the Locust Street CSO Elimination and Water Main Replacement Phases 4 & 5 Project ("Project") in the amount of \$8,442,137.66; and

WHEREAS, the Project consists of work necessary to perform building new sanitary sewer and storm sewer, installing new water main, replacing the pavement above utility trenches, Intermittent curb and gutter repair and intermittent sidewalk repair, contingency line items; 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 specifically stated in full.

Section 2. The Agreement is approved and the City Manager, or his designee, are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

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

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

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

PASSED this 12th day of June 2023.

APPROVED this ____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH

Stark Excavating, Inc.

FOR

Locust Street CSO Elimination & Water Main Replacement Phase 4 & 5

THIS AGREEMENT, dated this ____ day of _____ June _____, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and _____ Stark Excavating, 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:
Locust Street CSO Elimination & Water Main Replacement Phase 4 & 5 (Bid #2023-36) (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:

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

☒

- This Agreement is subject to bonding requirements.
- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
 - ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

If to VENDOR:

Stark Excavating, Inc.
1805 W. Washington St.
Bloomington, IL 61701
estimating@starkcompanies.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: [Signature]
Its VICE PRESIDENT

By: [Signature]
Its Corp Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The City will be awarding the Base Bid and Alternate 1, only. The proposed improvements are located within the limits shown on the Location Map on the Cover Sheet of the plans on Olive Street, Taylor Street, Grant Road, Moore Street, Mercer Avenue, Jackson Street, Patterson Drive, Eastgate Place, Oakland Court, and the alley south of Jackson Street in the City of Bloomington, McLean County, Illinois. The work under this contract shall consist of the construction of:

- earth excavation, grading, and subgrade preparation;
- hot-mix asphalt pavements, portland cement concrete pavements, and brick pavements;
- portland cement concrete curbs and gutters, sidewalks, and driveways;
- storm sewers and associated storm drainage structures;
- sanitary sewers and associated sanitary structures;
- water mains and appurtenances; and
- various removals, excavations, topsoil placement, seeding, and other work necessary to complete the construction as shown in the plans and required by the special provisions.

The work shall include all labor, materials, tools, and equipment necessary for the proper execution and completion of the work as shown in the plans and as specified. It shall also include all work not specifically mentioned, but which is reasonably and properly inferable and necessary for the completion of the work.

The construction work for this project shall commence after the Notice to Proceed is issued to the Contractor. All work, including all alternate bid work to be performed as determined by the City, shall be completed by **5:00 pm on Friday, April 25, 2025.**

EXHIBIT B
COSTS/FEES

The City agrees to make progress payments to VENDOR **not to exceed** a TOTAL amount of **\$8,442,137.67** for the Base Bid and Alternate 1, following the procedure for progress payments provided in the incorporated "Technical Specifications BID #2023-36" document. Line item descriptions and costs are provided on the incorporated "Evaluation Tabulation" document.



EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

RESPONSE DEADLINE: May 18, 2023 at 10:00 am

Report Generated: Friday, May 26, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Stark Excavating, Inc.	\$10,799,316.245

LOCUST STREET CSO ELIMINATION & WATER MAIN REPLACEMENT PHASES 4 & 5

Base Bid

Selected	Line Item	Description	Quantity	Unit of Measure	Stark Excavating, Inc.	
					Unit Cost	Total
X	1	20100110 TREE REMOVAL (6 TO 15 UNITS DIAMETER)	90	UNIT	\$62.00	\$5,580.00
X	2	20100210 TREE REMOVAL (OVER 15 UNITS DIAMETER)	480	UNIT	\$70.00	\$33,600.00
X	3	20101200 TREE ROOT PRUNING	180	EACH	\$62.00	\$11,160.00
X	4	20101300 TREE PRUNING (1 TO 10 INCH DIAMETER)	30	EACH	\$105.00	\$3,150.00
X	5	20101350 TREE PRUNING (OVER 10 INCH DIAMETER)	180	EACH	\$60.00	\$10,800.00
X	6	20200100 EARTH EXCAVATION	3285	CU YD	\$60.00	\$197,100.00
X	7	20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	1029	CU YD	\$59.25	\$60,968.25

EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	8	20800150 TRENCH BACKFILL	10598	CU YD	\$84.00	\$890,232.00		
X	9	21000300 GRANULAR EMBANKMENT, SPECIAL	1852	TON	\$56.00	\$103,712.00		
X	10	21001000 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	3087	SQ YD	\$2.25	\$6,945.75		
X	11	21101625 TOPSOIL FURNISH AND PLACE, 6"	5230	SQ YD	\$14.00	\$73,220.00		
X	12	25000110 SEEDING, CLASS 1A	1.04	ACRE	\$10,600.00	\$11,024.00		
X	13	25000400 NITROGEN FERTILIZER NUTRIENT	93.1	POUND	\$3.05	\$283.955		
X	14	25000500 PHOSPHORUS FERTILIZER NUTRIENT	93.1	POUND	\$3.05	\$283.955		
X	15	25000600 POTASSIUM FERTILIZER NUTRIENT	93.1	POUND	\$3.05	\$283.955		
X	16	25100630 EROSION CONTROL BLANKET	5230	SQ YD	\$2.10	\$10,983.00		
X	17	25200100 SODDING	200	SQ YD	\$22.00	\$4,400.00		
X	18	25200200 SUPPLEMENTAL WATERING	52.3	UNIT	\$155.00	\$8,106.50		
X	19	28000400 PERIMETER EROSION BARRIER	500	FOOT	\$8.00	\$4,000.00		
X	20	28000510 INLET FILTERS	79	EACH	\$210.00	\$16,590.00		
X	21	30103000 SHAPING AND GRADING ROADWAY	36.1	UNIT	\$1,750.00	\$63,175.00		
X	22	35101400 AGGREGATE BASE COURSE, TYPE B	4666	TON	\$76.00	\$354,616.00		
X	23	40201000 AGGREGATE FOR TEMPORARY ACCESS	250	TON	\$23.00	\$5,750.00		

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	24	40600290 BITUMINOUS MATERIALS (TACK COAT)	1836	POUND	\$1.05	\$1,927.80		
X	25	40600990 TEMPORARY RAMP	191	SQ YD	\$45.00	\$8,595.00		
X	26	40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	1264	TON	\$165.00	\$208,560.00		
X	27	40604160 POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	1011	TON	\$185.00	\$187,035.00		
X	28	42000216 PORTLAND CEMENT CONCRETE PAVEMENT 7 3/4" (JOINTED)	2560	SQ YD	\$120.00	\$307,200.00		
X	29	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	545	SQ YD	\$165.00	\$89,925.00		
X	30	42300400 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	44	SQ YD	\$190.00	\$8,360.00		
X	31	42400300 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	2629	SQ FT	\$31.00	\$81,499.00		
X	32	42400800 DETECTABLE WARNINGS	197	SQ FT	\$36.25	\$7,141.25		
X	33	44000100 PAVEMENT REMOVAL	10792	SQ YD	\$17.00	\$183,464.00		
X	34	44000200 DRIVEWAY PAVEMENT REMOVAL	609	SQ YD	\$13.00	\$7,917.00		
X	35	44000500 COMBINATION CURB AND GUTTER REMOVAL	4975	FOOT	\$3.25	\$16,168.75		
X	36	44000600 SIDEWALK REMOVAL	2488	SQ FT	\$2.25	\$5,598.00		
X	37	44200101 PAVEMENT PATCHING, TYPE IV, 8 INCH	150	SQ YD	\$200.00	\$30,000.00		

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	38	550A0050 STORM SEWERS, CLASS A, TYPE 1 12"	60	FOOT	\$201.50	\$12,090.00		
X	39	550A0340 STORM SEWERS, CLASS A, TYPE 2 12"	75	FOOT	\$186.00	\$13,950.00		
X	40	550A0360 STORM SEWERS, CLASS A, TYPE 2 15"	52	FOOT	\$153.00	\$7,956.00		
X	41	550A0410 STORM SEWERS, CLASS A, TYPE 2 24"	324	FOOT	\$135.50	\$43,902.00		
X	42	550A0430 STORM SEWERS, CLASS A, TYPE 2 30"	332	FOOT	\$191.50	\$63,578.00		
X	43	550A0710 STORM SEWERS, CLASS A, TYPE 3 24"	15	FOOT	\$285.00	\$4,275.00		
X	44	550A0730 STORM SEWERS, CLASS A, TYPE 3 30"	1032	FOOT	\$195.00	\$201,240.00		
X	45	55100300 STORM SEWER REMOVAL 8"	5	FOOT	\$300.00	\$1,500.00		
X	46	55100400 STORM SEWER REMOVAL 10"	6	FOOT	\$250.00	\$1,500.00		
X	47	55100500 STORM SEWER REMOVAL 12"	350	FOOT	\$86.00	\$30,100.00		
X	48	55100700 STORM SEWER REMOVAL 15"	56	FOOT	\$54.50	\$3,052.00		
X	49	56103100 DUCTILE IRON WATER MAIN 8"	690	FOOT	\$143.00	\$98,670.00		
X	50	56400820 FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	7	EACH	\$9,000.00	\$63,000.00		
X	51	59300100 CONTROLLED LOW-STRENGTH MATERIAL	300	CU YD	\$101.00	\$30,300.00		
X	52	60218300 MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	8	EACH	\$5,700.00	\$45,600.00		

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	53	60221000 MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	15	EACH	\$9,000.00	\$135,000.00		
X	54	60223700 MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	1	EACH	\$13,500.00	\$13,500.00		
X	55	60224446 MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$22,000.00	\$22,000.00		
X	56	60235700 INLETS, TYPE A, TYPE 3 FRAME AND GRATE	15	EACH	\$2,900.00	\$43,500.00		
X	57	60240220 INLETS, TYPE B, TYPE 3 FRAME AND GRATE	9	EACH	\$3,900.00	\$35,100.00		
X	58	60255500 MANHOLES TO BE ADJUSTED	3	EACH	\$2,300.00	\$6,900.00		
X	59	60260100 INLETS TO BE ADJUSTED	2	EACH	\$1,100.00	\$2,200.00		
X	60	60500040 REMOVING MANHOLES	7	EACH	\$2,600.00	\$18,200.00		
X	61	60500060 REMOVING INLETS	17	EACH	\$1,550.00	\$26,350.00		
X	62	67100100 MOBILIZATION	1	L SUM	\$218,550.56	\$218,550.56		
X	63	78000400 THERMOPLASTIC PAVEMENT MARKING - LINE 6"	339	FOOT	\$12.00	\$4,068.00		
X	64	78000650 THERMOPLASTIC PAVEMENT MARKING - LINE 24"	117	FOOT	\$47.00	\$5,499.00		
X	65	78009000 MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	63	SQ FT	\$32.00	\$2,016.00		
X	66	78009006 MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	836	FOOT	\$16.00	\$13,376.00		

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	67	X0323814 SANITARY SEWER REMOVAL 18"	23	FOOT	\$142.00	\$3,266.00		
X	68	X0327078 REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	5	EACH	\$1,150.00	\$5,750.00		
X	69	X0487700 SANITARY SEWER REMOVAL 10"	11	FOOT	\$300.00	\$3,300.00		
X	70	X0487800 SANITARY SEWER REMOVAL 12"	35	FOOT	\$145.00	\$5,075.00		
X	71	X0487850 SANITARY SEWER REMOVAL 15"	43	FOOT	\$425.00	\$18,275.00		
X	72	X1200016 SANITARY SERVICE REPLACEMENT	27	EACH	\$13,000.00	\$351,000.00		
X	73	X1200148 SANITARY SEWER REMOVAL 36"	2	FOOT	\$1,650.00	\$3,300.00		
X	74	X4230710 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	60	SQ YD	\$150.00	\$9,000.00		
X	75	X4230800 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH, SPECIAL	20	SQ YD	\$250.00	\$5,000.00		
X	76	X4240440 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL	250	SQ FT	\$30.00	\$7,500.00		
X	77	X4400110 TEMPORARY PAVEMENT REMOVAL	627	SQ YD	\$15.00	\$9,405.00		
X	78	X5610746 WATER MAIN LINE STOP 6"	8	EACH	\$5,800.00	\$46,400.00		
X	79	X5630706 CONNECTION TO EXISTING WATER MAIN 6"	12	EACH	\$6,500.00	\$78,000.00		
X	80	X6020076 INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	14	EACH	\$3,700.00	\$51,800.00		

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	81	X6024502 INLETS, TYPE B, WITH SPECIAL FRAME AND GRATE	1	EACH	\$4,300.00	\$4,300.00		
X	82	X6060048 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL)	5072	FOOT	\$73.00	\$370,256.00		
X	83	X7010216 TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$62,000.00	\$62,000.00		
X	84	X7015005 CHANGEABLE MESSAGE SIGN	82	CAL DA	\$130.00	\$10,660.00		
X	85	Z0013798 CONSTRUCTION LAYOUT	1	L SUM	\$38,000.00	\$38,000.00		
X	86	Z0033700 LONGITUDINAL JOINT SEALANT	3823	FOOT	\$16.00	\$61,168.00		
X	87	Z0042300 PORTLAND CEMENT CONCRETE SIDEWALK CURB	100	FOOT	\$150.00	\$15,000.00		
X	88	Z0056648 STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	103	FOOT	\$245.00	\$25,235.00		
X	89	Z0056650 STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 15"	146	FOOT	\$162.00	\$23,652.00		
X	90	Z0056668 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	251	FOOT	\$211.00	\$52,961.00		
X	91	Z0056669 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 15"	172	FOOT	\$191.00	\$32,852.00		
X	92	Z0056670 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 18"	284	FOOT	\$168.00	\$47,712.00		
X	93	Z0056672 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 24"	382	FOOT	\$256.00	\$97,792.00		
X	94	Z0059700 SANITARY SEWER, TYPE 2 10"	46	FOOT	\$256.00	\$11,776.00		
X	95	Z0059800 SANITARY SEWER, TYPE 2 12"	17	FOOT	\$353.00	\$6,001.00		

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	96	Z0060900 SANITARY SEWER, TYPE 3 8"	21	FOOT	\$240.00	\$5,040.00		
X	97	Z0061200 SANITARY SEWER, TYPE 3 15"	85	FOOT	\$415.00	\$35,275.00		
X	98	Z0061300 SANITARY SEWER, TYPE 3 18"	294	FOOT	\$261.00	\$76,734.00		
X	99	Z0062456 TEMPORARY PAVEMENT	627	SQ YD	\$72.00	\$45,144.00		
X	100	XX004360 SANITARY SEWER BYPASS PUMPING	1	L SUM	\$57,000.00	\$57,000.00		
X	101	XX005478 DUCTILE IRON WATER MAIN 6" RESTRAINED JOINT TYPE	314	FOOT	\$426.00	\$133,764.00		
X	102	XX005479 DUCTILE IRON WATER MAIN 8" RESTRAINED JOINT TYPE	2302	FOOT	\$182.00	\$418,964.00		
X	103	XX006077 GATE VALVE AND BOX 6"	12	EACH	\$2,700.00	\$32,400.00		
X	104	XX006241 GATE VALVE AND BOX 8"	27	EACH	\$3,400.00	\$91,800.00		
X	105	XX007245 CONCRETE SADDLE SUPPORT	2	EACH	\$2,750.00	\$5,500.00		
X	106	XX007892 SANITARY SEWER REMOVAL 27"	96	FOOT	\$315.00	\$30,240.00		
X	107	XX008979 CONCRETE COLLAR	2	EACH	\$2,000.00	\$4,000.00		
X	108	XX009417 CASING PIPE, 16"	49	FOOT	\$175.00	\$8,575.00		
X	109	P0001 MULCH, SPECIAL	1.04	ACRE	\$9,100.00	\$9,464.00		
X	110	P0002 SIDEWALK REINFORCEMENT	100	SQ FT	\$2.00	\$200.00		
X	111	P0005 REMOVE AND REINSTALL EXISTING PAVERS OR FLAGSTONES	79	SQ FT	\$60.00	\$4,740.00		

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	112	P0007 BRICK PAVERS	91	SQ YD	\$260.00	\$23,660.00		
X	113	P0008 PORTLAND CEMENT CONCRETE BASE COURSE 6" (SPECIAL)	91	SQ YD	\$125.00	\$11,375.00		
X	114	P0009 BRICK PAVEMENT INSTALLATION	91	SQ YD	\$530.00	\$48,230.00		
X	115	P0010 POINT REPAIRS	1	L SUM	\$100,000.00	\$100,000.00		
X	116	S0001 STORM SEWERS, CLASS B, TYPE 1 6"	250	FOOT	\$125.00	\$31,250.00		
X	117	S0002 CONNECTION TO EXISTING MANHOLE, SPECIAL	2	EACH	\$3,400.00	\$6,800.00		
X	118	S0004 PIPE GROUTING	200	CU YD	\$530.00	\$106,000.00		
X	119	S0005 CONFLICT MANHOLE, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$16,000.00	\$16,000.00		
X	120	S0007 SANITARY SEWER, TYPE 4 18"	1202	FOOT	\$280.00	\$336,560.00		
X	121	S0009 SANITARY MANHOLE, 5' DIA., WITH SPECIAL FRAME AND CLOSED LID	5	EACH	\$17,500.00	\$87,500.00		
X	122	S0010 DROP SANITARY MANHOLE, 5' DIA., WITH SPECIAL FRAME AND CLOSED LID	6	EACH	\$31,000.00	\$186,000.00		
X	123	S0011 SANITARY MANHOLE TO BE ADJUSTED	8	EACH	\$2,500.00	\$20,000.00		
X	124	S0012 SANITARY MANHOLE TO BE ADJUSTED WITH NEW SPECIAL FRAME AND CLOSED LID	2	EACH	\$2,900.00	\$5,800.00		
X	125	S0013 SANITARY SEWER CONNECTION REMOVAL AND CAPPING	10	EACH	\$2,200.00	\$22,000.00		

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	126	S0014 SANITARY SEWER SERVICE REMOVAL AND PLUGGING	27	EACH	\$1,700.00	\$45,900.00		
X	127	W0001 ABANDON EXISTING WATER MAIN	1	L SUM	\$34,000.00	\$34,000.00		
X	128	W0002 WATER SERVICE LINE 1"	44	EACH	\$3,800.00	\$167,200.00		
X	129	W0003 CASED WATER SERVICE LINE 1"	5	EACH	\$3,000.00	\$15,000.00		
X	130	W0004 WATER SERVICE LINE REPLACEMENT	5	EACH	\$3,000.00	\$15,000.00		
Total						\$7,879,878.725		

LOCUST STREET CSO ELIMINATION & WATER MAIN REPLACEMENT PHASES 4 & 5

Alternate Bid #1 - Moore Street

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	131	20200100 EARTH EXCAVATION	326	CU YD	\$80.25	\$26,161.50		
X	132	20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	277	CU YD	\$56.50	\$15,650.50		
X	133	20800150 TRENCH BACKFILL	203	CU YD	\$79.75	\$16,189.25		
X	134	21000300 GRANULAR EMBANKMENT, SPECIAL	499	TON	\$53.50	\$26,696.50		
X	135	21001000 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	831	SQ YD	\$2.30	\$1,911.30		

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	136	21101625 TOPSOIL FURNISH AND PLACE, 6"	904	SQ YD	\$14.00	\$12,656.00
X	137	25000110 SEEDING, CLASS 1A	0.19	ACRE	\$11,000.00	\$2,090.00
X	138	25000400 NITROGEN FERTILIZER NUTRIENT	15.9	POUND	\$4.05	\$64.395
X	139	25000500 PHOSPHORUS FERTILIZER NUTRIENT	15.9	POUND	\$4.05	\$64.395
X	140	25000600 POTASSIUM FERTILIZER NUTRIENT	15.9	POUND	\$4.05	\$64.395
X	141	25100630 EROSION CONTROL BLANKET	904	SQ YD	\$3.30	\$2,983.20
X	142	25200200 SUPPLEMENTAL WATERING	9.1	UNIT	\$155.00	\$1,410.50
X	143	28000510 INLET FILTERS	3	EACH	\$197.00	\$591.00
X	144	30103000 SHAPING AND GRADING ROADWAY	4.5	UNIT	\$1,125.00	\$5,062.50
X	145	35101400 AGGREGATE BASE COURSE, TYPE B	573	TON	\$70.50	\$40,396.50
X	146	40201000 AGGREGATE FOR TEMPORARY ACCESS	40	TON	\$22.75	\$910.00
X	147	40600290 BITUMINOUS MATERIALS (TACK COAT)	255	POUND	\$1.05	\$267.75
X	148	40600990 TEMPORARY RAMP	18	SQ YD	\$44.00	\$792.00
X	149	40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	158	TON	\$165.00	\$26,070.00
X	150	40604160 POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	126	TON	\$185.00	\$23,310.00

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	151	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	139	SQ YD	\$208.75	\$29,016.25		
X	152	42300400 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	20	SQ YD	\$287.00	\$5,740.00		
X	153	42400300 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	548	SQ FT	\$26.25	\$14,385.00		
X	154	42400800 DETECTABLE WARNINGS	31	SQ FT	\$38.00	\$1,178.00		
X	155	44000100 PAVEMENT REMOVAL	1115	SQ YD	\$14.50	\$16,167.50		
X	156	44000200 DRIVEWAY PAVEMENT REMOVAL	164	SQ YD	\$12.50	\$2,050.00		
X	157	44000500 COMBINATION CURB AND GUTTER REMOVAL	854	FOOT	\$3.00	\$2,562.00		
X	158	44000600 SIDEWALK REMOVAL	581	SQ FT	\$1.75	\$1,016.75		
X	159	550A0050 STORM SEWERS, CLASS A, TYPE 1 12"	12	FOOT	\$272.00	\$3,264.00		
X	160	56400820 FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	1	EACH	\$9,000.00	\$9,000.00		
X	161	60218300 MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	1	EACH	\$5,400.00	\$5,400.00		
X	162	60235700 INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	\$2,750.00	\$5,500.00		
X	163	78000400 THERMOPLASTIC PAVEMENT MARKING - LINE 6"	46	FOOT	\$12.00	\$552.00		
X	164	78000650 THERMOPLASTIC PAVEMENT MARKING - LINE 24"	12	FOOT	\$47.00	\$564.00		

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	165	X4230710 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	15	SQ YD	\$345.00	\$5,175.00
X	166	X4240440 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL	40	SQ FT	\$47.00	\$1,880.00
X	167	X5610746 WATER MAIN LINE STOP 6"	1	EACH	\$5,400.00	\$5,400.00
X	168	X5630706 CONNECTION TO EXISTING WATER MAIN 6"	1	EACH	\$4,300.00	\$4,300.00
X	169	X6060048 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL)	891	FOOT	\$58.50	\$52,123.50
X	170	X7010216 TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$5,800.00	\$5,800.00
X	171	Z0013798 CONSTRUCTION LAYOUT	1	L SUM	\$4,000.00	\$4,000.00
X	172	Z0033700 LONGITUDINAL JOINT SEALANT	441	FOOT	\$16.00	\$7,056.00
X	173	Z0056648 STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	21	FOOT	\$236.25	\$4,961.25
X	174	Z0056668 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	144	FOOT	\$141.00	\$20,304.00
X	175	XX005478 DUCTILE IRON WATER MAIN 6" RESTRAINED JOINT TYPE	32	FOOT	\$375.00	\$12,000.00
X	176	XX005479 DUCTILE IRON WATER MAIN 8" RESTRAINED JOINT TYPE	466	FOOT	\$162.00	\$75,492.00
X	177	XX006077 GATE VALVE AND BOX 6"	1	EACH	\$2,500.00	\$2,500.00
X	178	XX006241 GATE VALVE AND BOX 8"	4	EACH	\$3,200.00	\$12,800.00

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	179	P0001 MULCH, SPECIAL	0.19	ACRE	\$11,000.00	\$2,090.00
X	180	P0005 REMOVE AND REINSTALL EXISTING PAVERS OR FLAGSTONES	128	SQ FT	\$55.00	\$7,040.00
X	181	S0012 SANITARY MANHOLE TO BE ADJUSTED WITH NEW SPECIAL FRAME AND CLOSED LID	1	EACH	\$3,000.00	\$3,000.00
X	182	W0001 ABANDON EXISTING WATER MAIN	1	L SUM	\$2,500.00	\$2,500.00
X	183	W0002 WATER SERVICE LINE 1"	11	EACH	\$3,100.00	\$34,100.00
Total						\$562,258.935

LOCUST STREET CSO ELIMINATION & WATER MAIN REPLACEMENT PHASES 4 & 5

Alternate Bid #2 - Taylor Street

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	184	20200100 EARTH EXCAVATION	608	CU YD	\$71.00	\$43,168.00
X	185	20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	486	CU YD	\$54.00	\$26,244.00
X	186	20800150 TRENCH BACKFILL	1574	CU YD	\$88.00	\$138,512.00
X	187	21000300 GRANULAR EMBANKMENT, SPECIAL	875	TON	\$66.00	\$57,750.00

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	188	21001000 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1449	SQ YD	\$2.00	\$2,898.00		
X	189	21101625 TOPSOIL FURNISH AND PLACE, 6"	1458	SQ YD	\$14.00	\$20,412.00		
X	190	25000110 SEEDING, CLASS 1A	0.31	ACRE	\$10,000.00	\$3,100.00		
X	191	25000400 NITROGEN FERTILIZER NUTRIENT	26.9	POUND	\$4.05	\$108.945		
X	192	25000500 PHOSPHORUS FERTILIZER NUTRIENT	26.9	POUND	\$4.05	\$108.945		
X	193	25000600 POTASSIUM FERTILIZER NUTRIENT	26.9	POUND	\$4.05	\$108.945		
X	194	25100630 EROSION CONTROL BLANKET	1458	SQ YD	\$2.50	\$3,645.00		
X	195	25200200 SUPPLEMENTAL WATERING	14.6	UNIT	\$155.00	\$2,263.00		
X	196	28000510 INLET FILTERS	10	EACH	\$197.00	\$1,970.00		
X	197	30103000 SHAPING AND GRADING ROADWAY	7.9	UNIT	\$1,300.00	\$10,270.00		
X	198	35101400 AGGREGATE BASE COURSE, TYPE B	502	TON	\$102.50	\$51,455.00		
X	199	40201000 AGGREGATE FOR TEMPORARY ACCESS	50	TON	\$23.00	\$1,150.00		
X	200	42000211 PORTLAND CEMENT CONCRETE PAVEMENT 7 1/2" (JOINTED)	24	SQ YD	\$176.00	\$4,224.00		
X	201	42000216 PORTLAND CEMENT CONCRETE PAVEMENT 7 3/4" (JOINTED)	542	SQ YD	\$143.00	\$77,506.00		

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	202	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	215	SQ YD	\$179.00	\$38,485.00		
X	203	42400300 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	527	SQ FT	\$25.75	\$13,570.25		
X	204	42400800 DETECTABLE WARNINGS	22	SQ FT	\$38.00	\$836.00		
X	205	44000100 PAVEMENT REMOVAL	579	SQ YD	\$17.00	\$9,843.00		
X	206	44000200 DRIVEWAY PAVEMENT REMOVAL	215	SQ YD	\$12.50	\$2,687.50		
X	207	44000500 COMBINATION CURB AND GUTTER REMOVAL	1346	FOOT	\$3.75	\$5,047.50		
X	208	44000600 SIDEWALK REMOVAL	464	SQ FT	\$1.50	\$696.00		
X	209	44200101 PAVEMENT PATCHING, TYPE IV, 8 INCH	29	SQ YD	\$242.25	\$7,025.25		
X	210	550A0050 STORM SEWERS, CLASS A, TYPE 1 12"	10	FOOT	\$184.00	\$1,840.00		
X	211	550A0340 STORM SEWERS, CLASS A, TYPE 2 12"	24	FOOT	\$323.00	\$7,752.00		
X	212	550A0410 STORM SEWERS, CLASS A, TYPE 2 24"	680	FOOT	\$175.00	\$119,000.00		
X	213	55100500 STORM SEWER REMOVAL 12"	24	FOOT	\$117.00	\$2,808.00		
X	214	56103100 DUCTILE IRON WATER MAIN 8"	238	FOOT	\$142.50	\$33,915.00		
X	215	56400820 FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	3	EACH	\$12,100.00	\$36,300.00		
X	216	60221000 MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	4	EACH	\$8,600.00	\$34,400.00		

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	217	60235700 INLETS, TYPE A, TYPE 3 FRAME AND GRATE	4	EACH	\$2,750.00	\$11,000.00		
X	218	60240220 INLETS, TYPE B, TYPE 3 FRAME AND GRATE	2	EACH	\$3,700.00	\$7,400.00		
X	219	60500060 REMOVING INLETS	1	EACH	\$1,150.00	\$1,150.00		
X	220	78009006 MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	16	FOOT	\$16.00	\$256.00		
X	221	X0327078 REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	2	EACH	\$1,050.00	\$2,100.00		
X	222	X4230710 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	25	SQ YD	\$223.00	\$5,575.00		
X	223	X4240440 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL	60	SQ FT	\$42.75	\$2,565.00		
X	224	X5610746 WATER MAIN LINE STOP 6"	3	EACH	\$5,400.00	\$16,200.00		
X	225	X5630706 CONNECTION TO EXISTING WATER MAIN 6"	3	EACH	\$4,300.00	\$12,900.00		
X	226	X5630708 CONNECTION TO EXISTING WATER MAIN 8"	2	EACH	\$4,300.00	\$8,600.00		
X	227	X6060048 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL)	1364	FOOT	\$61.00	\$83,204.00		
X	228	X7010216 TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$5,200.00	\$5,200.00		
X	229	X7015005 CHANGEABLE MESSAGE SIGN	18	CAL DA	\$130.00	\$2,340.00		
X	230	Z0013798 CONSTRUCTION LAYOUT	1	L SUM	\$5,400.00	\$5,400.00		

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	231	Z0056668 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	33	FOOT	\$240.00	\$7,920.00		
X	232	XX005478 DUCTILE IRON WATER MAIN 6" RESTRAINED JOINT TYPE	69	FOOT	\$363.00	\$25,047.00		
X	233	XX005479 DUCTILE IRON WATER MAIN 8" RESTRAINED JOINT TYPE	472	FOOT	\$173.00	\$81,656.00		
X	234	XX006077 GATE VALVE AND BOX 6"	3	EACH	\$2,500.00	\$7,500.00		
X	235	XX006241 GATE VALVE AND BOX 8"	7	EACH	\$3,200.00	\$22,400.00		
X	236	XX008979 CONCRETE COLLAR	1	EACH	\$1,850.00	\$1,850.00		
X	237	P0001 MULCH, SPECIAL	0.31	ACRE	\$10,000.00	\$3,100.00		
X	238	P0003 CONCRETE STEP REMOVAL	126	SQ FT	\$9.75	\$1,228.50		
X	239	P0004 REMOVE AND REINSTALL EXISTING BLOCK WALL	1	L SUM	\$3,800.00	\$3,800.00		
X	240	P0005 REMOVE AND REINSTALL EXISTING PAVERS OR FLAGSTONES	30	SQ FT	\$80.00	\$2,400.00		
X	241	P0006 BRICK PAVEMENT REMOVAL AND SALVAGE	1475	SQ YD	\$90.00	\$132,750.00		
X	242	P0007 BRICK PAVERS	359	SQ YD	\$260.00	\$93,340.00		
X	243	P0008 PORTLAND CEMENT CONCRETE BASE COURSE 6" (SPECIAL)	1465	SQ YD	\$67.50	\$98,887.50		
X	244	P0009 BRICK PAVEMENT INSTALLATION	1465	SQ YD	\$275.00	\$402,875.00		
X	245	S0012 SANITARY MANHOLE TO BE ADJUSTED WITH NEW SPECIAL FRAME AND CLOSED LID	2	EACH	\$2,750.00	\$5,500.00		

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5						
Selected	Line Item	Description	Quantity	Unit of Measure	Stark Excavating, Inc. Unit Cost	Stark Excavating, Inc. Total
X	246	W0001 ABANDON EXISTING WATER MAIN	1	L SUM	\$4,500.00	\$4,500.00
X	247	W0002 WATER SERVICE LINE 1"	23	EACH	\$3,000.00	\$69,000.00
Total						\$1,886,743.335

LOCUST STREET CSO ELIMINATION & WATER MAIN REPLACEMENT PHASES 4 & 5

Alternate Bid #3 - Taylor Street/Grant Road

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5						
Selected	Line Item	Description	Quantity	Unit of Measure	Stark Excavating, Inc. Unit Cost	Stark Excavating, Inc. Total
X	248	20800150 TRENCH BACKFILL	717	CU YD	\$72.00	\$51,624.00
X	249	21101625 TOPSOIL FURNISH AND PLACE, 6"	42	SQ YD	\$40.00	\$1,680.00
X	250	25000110 SEEDING, CLASS 1A	0.02	ACRE	\$51,000.00	\$1,020.00
X	251	25000400 NITROGEN FERTILIZER NUTRIENT	0.8	POUND	\$105.00	\$84.00
X	252	25000500 PHOSPHORUS FERTILIZER NUTRIENT	0.8	POUND	\$105.00	\$84.00
X	253	25000600 POTASSIUM FERTILIZER NUTRIENT	0.8	POUND	\$105.00	\$84.00
X	254	25100630 EROSION CONTROL BLANKET	42	SQ YD	\$15.50	\$651.00
X	255	25200200 SUPPLEMENTAL WATERING	0.5	UNIT	\$510.00	\$255.00

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Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	256	28000510 INLET FILTERS	17	EACH	\$205.00	\$3,485.00
X	257	35101400 AGGREGATE BASE COURSE, TYPE B	195	TON	\$123.00	\$23,985.00
X	258	40201000 AGGREGATE FOR TEMPORARY ACCESS	40	TON	\$21.00	\$840.00
X	259	42000211 PORTLAND CEMENT CONCRETE PAVEMENT 7 1/2" (JOINTED)	909	SQ YD	\$108.00	\$98,172.00
X	260	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	20	SQ YD	\$293.00	\$5,860.00
X	261	44000100 PAVEMENT REMOVAL	907	SQ YD	\$29.00	\$26,303.00
X	262	44000200 DRIVEWAY PAVEMENT REMOVAL	21	SQ YD	\$35.00	\$735.00
X	263	44000500 COMBINATION CURB AND GUTTER REMOVAL	157	FOOT	\$4.00	\$628.00
X	264	550A0340 STORM SEWERS, CLASS A, TYPE 2 12"	17	FOOT	\$375.00	\$6,375.00
X	265	550A0400 STORM SEWERS, CLASS A, TYPE 2 21"	251	FOOT	\$150.00	\$37,650.00
X	266	550A0410 STORM SEWERS, CLASS A, TYPE 2 24"	88	FOOT	\$129.00	\$11,352.00
X	267	55100400 STORM SEWER REMOVAL 10"	15	FOOT	\$193.00	\$2,895.00
X	268	55100500 STORM SEWER REMOVAL 12"	31	FOOT	\$94.00	\$2,914.00
X	269	60218300 MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	2	EACH	\$5,500.00	\$11,000.00

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	270	60218500 MANHOLES, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	1	EACH	\$5,700.00	\$5,700.00
X	271	60221000 MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	1	EACH	\$8,700.00	\$8,700.00
X	272	60223700 MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	1	EACH	\$13,000.00	\$13,000.00
X	273	60235700 INLETS, TYPE A, TYPE 3 FRAME AND GRATE	7	EACH	\$2,800.00	\$19,600.00
X	274	60240220 INLETS, TYPE B, TYPE 3 FRAME AND GRATE	1	EACH	\$3,750.00	\$3,750.00
X	275	60500060 REMOVING INLETS	4	EACH	\$1,200.00	\$4,800.00
X	276	X6020076 INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	2	EACH	\$3,600.00	\$7,200.00
X	277	X6023508 INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE	2	EACH	\$3,200.00	\$6,400.00
X	278	X6060048 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL)	215	FOOT	\$95.25	\$20,478.75
X	279	X7010216 TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$6,050.00	\$6,050.00
X	280	Z0013798 CONSTRUCTION LAYOUT	1	L SUM	\$2,100.00	\$2,100.00
X	281	Z0056648 STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	154	FOOT	\$135.00	\$20,790.00
X	282	Z0056668 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	17	FOOT	\$235.00	\$3,995.00
X	283	Z0056669 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 15"	239	FOOT	\$104.50	\$24,975.50

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	284	XX007245 CONCRETE SADDLE SUPPORT	1	EACH	\$2,650.00	\$2,650.00
X	285	P0001 MULCH, SPECIAL	0.02	ACRE	\$51,000.00	\$1,020.00
X	286	S0006 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 21"	106	FOOT	\$225.00	\$23,850.00
X	287	S0011 SANITARY MANHOLE TO BE ADJUSTED	2	EACH	\$2,400.00	\$4,800.00
X	288	S0012 SANITARY MANHOLE TO BE ADJUSTED WITH NEW SPECIAL FRAME AND CLOSED LID	1	EACH	\$2,900.00	\$2,900.00
Total						\$470,435.25

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

RESPONSE DEADLINE: May 18, 2023 at 10:00 am

Report Generated: Friday, May 26, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Stark Excavating, Inc.	\$10,799,316.245

LOCUST STREET CSO ELIMINATION & WATER MAIN REPLACEMENT PHASES 4 & 5

Base Bid

Selected	Line Item	Description	Quantity	Unit of Measure	Stark Excavating, Inc.	
					Unit Cost	Total
X	1	20100110 TREE REMOVAL (6 TO 15 UNITS DIAMETER)	90	UNIT	\$62.00	\$5,580.00
X	2	20100210 TREE REMOVAL (OVER 15 UNITS DIAMETER)	480	UNIT	\$70.00	\$33,600.00
X	3	20101200 TREE ROOT PRUNING	180	EACH	\$62.00	\$11,160.00
X	4	20101300 TREE PRUNING (1 TO 10 INCH DIAMETER)	30	EACH	\$105.00	\$3,150.00
X	5	20101350 TREE PRUNING (OVER 10 INCH DIAMETER)	180	EACH	\$60.00	\$10,800.00
X	6	20200100 EARTH EXCAVATION	3285	CU YD	\$60.00	\$197,100.00
X	7	20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	1029	CU YD	\$59.25	\$60,968.25

EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	8	20800150 TRENCH BACKFILL	10598	CU YD	\$84.00	\$890,232.00		
X	9	21000300 GRANULAR EMBANKMENT, SPECIAL	1852	TON	\$56.00	\$103,712.00		
X	10	21001000 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	3087	SQ YD	\$2.25	\$6,945.75		
X	11	21101625 TOPSOIL FURNISH AND PLACE, 6"	5230	SQ YD	\$14.00	\$73,220.00		
X	12	25000110 SEEDING, CLASS 1A	1.04	ACRE	\$10,600.00	\$11,024.00		
X	13	25000400 NITROGEN FERTILIZER NUTRIENT	93.1	POUND	\$3.05	\$283.955		
X	14	25000500 PHOSPHORUS FERTILIZER NUTRIENT	93.1	POUND	\$3.05	\$283.955		
X	15	25000600 POTASSIUM FERTILIZER NUTRIENT	93.1	POUND	\$3.05	\$283.955		
X	16	25100630 EROSION CONTROL BLANKET	5230	SQ YD	\$2.10	\$10,983.00		
X	17	25200100 SODDING	200	SQ YD	\$22.00	\$4,400.00		
X	18	25200200 SUPPLEMENTAL WATERING	52.3	UNIT	\$155.00	\$8,106.50		
X	19	28000400 PERIMETER EROSION BARRIER	500	FOOT	\$8.00	\$4,000.00		
X	20	28000510 INLET FILTERS	79	EACH	\$210.00	\$16,590.00		
X	21	30103000 SHAPING AND GRADING ROADWAY	36.1	UNIT	\$1,750.00	\$63,175.00		
X	22	35101400 AGGREGATE BASE COURSE, TYPE B	4666	TON	\$76.00	\$354,616.00		
X	23	40201000 AGGREGATE FOR TEMPORARY ACCESS	250	TON	\$23.00	\$5,750.00		

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	24	40600290 BITUMINOUS MATERIALS (TACK COAT)	1836	POUND	\$1.05	\$1,927.80		
X	25	40600990 TEMPORARY RAMP	191	SQ YD	\$45.00	\$8,595.00		
X	26	40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	1264	TON	\$165.00	\$208,560.00		
X	27	40604160 POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	1011	TON	\$185.00	\$187,035.00		
X	28	42000216 PORTLAND CEMENT CONCRETE PAVEMENT 7 3/4" (JOINTED)	2560	SQ YD	\$120.00	\$307,200.00		
X	29	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	545	SQ YD	\$165.00	\$89,925.00		
X	30	42300400 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	44	SQ YD	\$190.00	\$8,360.00		
X	31	42400300 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	2629	SQ FT	\$31.00	\$81,499.00		
X	32	42400800 DETECTABLE WARNINGS	197	SQ FT	\$36.25	\$7,141.25		
X	33	44000100 PAVEMENT REMOVAL	10792	SQ YD	\$17.00	\$183,464.00		
X	34	44000200 DRIVEWAY PAVEMENT REMOVAL	609	SQ YD	\$13.00	\$7,917.00		
X	35	44000500 COMBINATION CURB AND GUTTER REMOVAL	4975	FOOT	\$3.25	\$16,168.75		
X	36	44000600 SIDEWALK REMOVAL	2488	SQ FT	\$2.25	\$5,598.00		
X	37	44200101 PAVEMENT PATCHING, TYPE IV, 8 INCH	150	SQ YD	\$200.00	\$30,000.00		

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	38	550A0050 STORM SEWERS, CLASS A, TYPE 1 12"	60	FOOT	\$201.50	\$12,090.00		
X	39	550A0340 STORM SEWERS, CLASS A, TYPE 2 12"	75	FOOT	\$186.00	\$13,950.00		
X	40	550A0360 STORM SEWERS, CLASS A, TYPE 2 15"	52	FOOT	\$153.00	\$7,956.00		
X	41	550A0410 STORM SEWERS, CLASS A, TYPE 2 24"	324	FOOT	\$135.50	\$43,902.00		
X	42	550A0430 STORM SEWERS, CLASS A, TYPE 2 30"	332	FOOT	\$191.50	\$63,578.00		
X	43	550A0710 STORM SEWERS, CLASS A, TYPE 3 24"	15	FOOT	\$285.00	\$4,275.00		
X	44	550A0730 STORM SEWERS, CLASS A, TYPE 3 30"	1032	FOOT	\$195.00	\$201,240.00		
X	45	55100300 STORM SEWER REMOVAL 8"	5	FOOT	\$300.00	\$1,500.00		
X	46	55100400 STORM SEWER REMOVAL 10"	6	FOOT	\$250.00	\$1,500.00		
X	47	55100500 STORM SEWER REMOVAL 12"	350	FOOT	\$86.00	\$30,100.00		
X	48	55100700 STORM SEWER REMOVAL 15"	56	FOOT	\$54.50	\$3,052.00		
X	49	56103100 DUCTILE IRON WATER MAIN 8"	690	FOOT	\$143.00	\$98,670.00		
X	50	56400820 FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	7	EACH	\$9,000.00	\$63,000.00		
X	51	59300100 CONTROLLED LOW-STRENGTH MATERIAL	300	CU YD	\$101.00	\$30,300.00		
X	52	60218300 MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	8	EACH	\$5,700.00	\$45,600.00		

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	53	60221000 MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	15	EACH	\$9,000.00	\$135,000.00		
X	54	60223700 MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	1	EACH	\$13,500.00	\$13,500.00		
X	55	60224446 MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$22,000.00	\$22,000.00		
X	56	60235700 INLETS, TYPE A, TYPE 3 FRAME AND GRATE	15	EACH	\$2,900.00	\$43,500.00		
X	57	60240220 INLETS, TYPE B, TYPE 3 FRAME AND GRATE	9	EACH	\$3,900.00	\$35,100.00		
X	58	60255500 MANHOLES TO BE ADJUSTED	3	EACH	\$2,300.00	\$6,900.00		
X	59	60260100 INLETS TO BE ADJUSTED	2	EACH	\$1,100.00	\$2,200.00		
X	60	60500040 REMOVING MANHOLES	7	EACH	\$2,600.00	\$18,200.00		
X	61	60500060 REMOVING INLETS	17	EACH	\$1,550.00	\$26,350.00		
X	62	67100100 MOBILIZATION	1	L SUM	\$218,550.56	\$218,550.56		
X	63	78000400 THERMOPLASTIC PAVEMENT MARKING - LINE 6"	339	FOOT	\$12.00	\$4,068.00		
X	64	78000650 THERMOPLASTIC PAVEMENT MARKING - LINE 24"	117	FOOT	\$47.00	\$5,499.00		
X	65	78009000 MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	63	SQ FT	\$32.00	\$2,016.00		
X	66	78009006 MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	836	FOOT	\$16.00	\$13,376.00		

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ITB No. Bid #2023-36
Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	67	X0323814 SANITARY SEWER REMOVAL 18"	23	FOOT	\$142.00	\$3,266.00		
X	68	X0327078 REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	5	EACH	\$1,150.00	\$5,750.00		
X	69	X0487700 SANITARY SEWER REMOVAL 10"	11	FOOT	\$300.00	\$3,300.00		
X	70	X0487800 SANITARY SEWER REMOVAL 12"	35	FOOT	\$145.00	\$5,075.00		
X	71	X0487850 SANITARY SEWER REMOVAL 15"	43	FOOT	\$425.00	\$18,275.00		
X	72	X1200016 SANITARY SERVICE REPLACEMENT	27	EACH	\$13,000.00	\$351,000.00		
X	73	X1200148 SANITARY SEWER REMOVAL 36"	2	FOOT	\$1,650.00	\$3,300.00		
X	74	X4230710 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	60	SQ YD	\$150.00	\$9,000.00		
X	75	X4230800 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH, SPECIAL	20	SQ YD	\$250.00	\$5,000.00		
X	76	X4240440 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL	250	SQ FT	\$30.00	\$7,500.00		
X	77	X4400110 TEMPORARY PAVEMENT REMOVAL	627	SQ YD	\$15.00	\$9,405.00		
X	78	X5610746 WATER MAIN LINE STOP 6"	8	EACH	\$5,800.00	\$46,400.00		
X	79	X5630706 CONNECTION TO EXISTING WATER MAIN 6"	12	EACH	\$6,500.00	\$78,000.00		
X	80	X6020076 INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	14	EACH	\$3,700.00	\$51,800.00		

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	81	X6024502 INLETS, TYPE B, WITH SPECIAL FRAME AND GRATE	1	EACH	\$4,300.00	\$4,300.00		
X	82	X6060048 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL)	5072	FOOT	\$73.00	\$370,256.00		
X	83	X7010216 TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$62,000.00	\$62,000.00		
X	84	X7015005 CHANGEABLE MESSAGE SIGN	82	CAL DA	\$130.00	\$10,660.00		
X	85	Z0013798 CONSTRUCTION LAYOUT	1	L SUM	\$38,000.00	\$38,000.00		
X	86	Z0033700 LONGITUDINAL JOINT SEALANT	3823	FOOT	\$16.00	\$61,168.00		
X	87	Z0042300 PORTLAND CEMENT CONCRETE SIDEWALK CURB	100	FOOT	\$150.00	\$15,000.00		
X	88	Z0056648 STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	103	FOOT	\$245.00	\$25,235.00		
X	89	Z0056650 STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 15"	146	FOOT	\$162.00	\$23,652.00		
X	90	Z0056668 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	251	FOOT	\$211.00	\$52,961.00		
X	91	Z0056669 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 15"	172	FOOT	\$191.00	\$32,852.00		
X	92	Z0056670 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 18"	284	FOOT	\$168.00	\$47,712.00		
X	93	Z0056672 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 24"	382	FOOT	\$256.00	\$97,792.00		
X	94	Z0059700 SANITARY SEWER, TYPE 2 10"	46	FOOT	\$256.00	\$11,776.00		
X	95	Z0059800 SANITARY SEWER, TYPE 2 12"	17	FOOT	\$353.00	\$6,001.00		

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	96	Z0060900 SANITARY SEWER, TYPE 3 8"	21	FOOT	\$240.00	\$5,040.00		
X	97	Z0061200 SANITARY SEWER, TYPE 3 15"	85	FOOT	\$415.00	\$35,275.00		
X	98	Z0061300 SANITARY SEWER, TYPE 3 18"	294	FOOT	\$261.00	\$76,734.00		
X	99	Z0062456 TEMPORARY PAVEMENT	627	SQ YD	\$72.00	\$45,144.00		
X	100	XX004360 SANITARY SEWER BYPASS PUMPING	1	L SUM	\$57,000.00	\$57,000.00		
X	101	XX005478 DUCTILE IRON WATER MAIN 6" RESTRAINED JOINT TYPE	314	FOOT	\$426.00	\$133,764.00		
X	102	XX005479 DUCTILE IRON WATER MAIN 8" RESTRAINED JOINT TYPE	2302	FOOT	\$182.00	\$418,964.00		
X	103	XX006077 GATE VALVE AND BOX 6"	12	EACH	\$2,700.00	\$32,400.00		
X	104	XX006241 GATE VALVE AND BOX 8"	27	EACH	\$3,400.00	\$91,800.00		
X	105	XX007245 CONCRETE SADDLE SUPPORT	2	EACH	\$2,750.00	\$5,500.00		
X	106	XX007892 SANITARY SEWER REMOVAL 27"	96	FOOT	\$315.00	\$30,240.00		
X	107	XX008979 CONCRETE COLLAR	2	EACH	\$2,000.00	\$4,000.00		
X	108	XX009417 CASING PIPE, 16"	49	FOOT	\$175.00	\$8,575.00		
X	109	P0001 MULCH, SPECIAL	1.04	ACRE	\$9,100.00	\$9,464.00		
X	110	P0002 SIDEWALK REINFORCEMENT	100	SQ FT	\$2.00	\$200.00		
X	111	P0005 REMOVE AND REINSTALL EXISTING PAVERS OR FLAGSTONES	79	SQ FT	\$60.00	\$4,740.00		

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Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	112	P0007 BRICK PAVERS	91	SQ YD	\$260.00	\$23,660.00		
X	113	P0008 PORTLAND CEMENT CONCRETE BASE COURSE 6" (SPECIAL)	91	SQ YD	\$125.00	\$11,375.00		
X	114	P0009 BRICK PAVEMENT INSTALLATION	91	SQ YD	\$530.00	\$48,230.00		
X	115	P0010 POINT REPAIRS	1	L SUM	\$100,000.00	\$100,000.00		
X	116	S0001 STORM SEWERS, CLASS B, TYPE 1 6"	250	FOOT	\$125.00	\$31,250.00		
X	117	S0002 CONNECTION TO EXISTING MANHOLE, SPECIAL	2	EACH	\$3,400.00	\$6,800.00		
X	118	S0004 PIPE GROUTING	200	CU YD	\$530.00	\$106,000.00		
X	119	S0005 CONFLICT MANHOLE, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$16,000.00	\$16,000.00		
X	120	S0007 SANITARY SEWER, TYPE 4 18"	1202	FOOT	\$280.00	\$336,560.00		
X	121	S0009 SANITARY MANHOLE, 5' DIA., WITH SPECIAL FRAME AND CLOSED LID	5	EACH	\$17,500.00	\$87,500.00		
X	122	S0010 DROP SANITARY MANHOLE, 5' DIA., WITH SPECIAL FRAME AND CLOSED LID	6	EACH	\$31,000.00	\$186,000.00		
X	123	S0011 SANITARY MANHOLE TO BE ADJUSTED	8	EACH	\$2,500.00	\$20,000.00		
X	124	S0012 SANITARY MANHOLE TO BE ADJUSTED WITH NEW SPECIAL FRAME AND CLOSED LID	2	EACH	\$2,900.00	\$5,800.00		
X	125	S0013 SANITARY SEWER CONNECTION REMOVAL AND CAPPING	10	EACH	\$2,200.00	\$22,000.00		

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Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	126	S0014 SANITARY SEWER SERVICE REMOVAL AND PLUGGING	27	EACH	\$1,700.00	\$45,900.00		
X	127	W0001 ABANDON EXISTING WATER MAIN	1	L SUM	\$34,000.00	\$34,000.00		
X	128	W0002 WATER SERVICE LINE 1"	44	EACH	\$3,800.00	\$167,200.00		
X	129	W0003 CASSED WATER SERVICE LINE 1"	5	EACH	\$3,000.00	\$15,000.00		
X	130	W0004 WATER SERVICE LINE REPLACEMENT	5	EACH	\$3,000.00	\$15,000.00		
Total						\$7,879,878.725		

LOCUST STREET CSO ELIMINATION & WATER MAIN REPLACEMENT PHASES 4 & 5

Alternate Bid #1 - Moore Street

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	131	20200100 EARTH EXCAVATION	326	CU YD	\$80.25	\$26,161.50		
X	132	20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	277	CU YD	\$56.50	\$15,650.50		
X	133	20800150 TRENCH BACKFILL	203	CU YD	\$79.75	\$16,189.25		
X	134	21000300 GRANULAR EMBANKMENT, SPECIAL	499	TON	\$53.50	\$26,696.50		
X	135	21001000 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	831	SQ YD	\$2.30	\$1,911.30		

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	136	21101625 TOPSOIL FURNISH AND PLACE, 6"	904	SQ YD	\$14.00	\$12,656.00
X	137	25000110 SEEDING, CLASS 1A	0.19	ACRE	\$11,000.00	\$2,090.00
X	138	25000400 NITROGEN FERTILIZER NUTRIENT	15.9	POUND	\$4.05	\$64.395
X	139	25000500 PHOSPHORUS FERTILIZER NUTRIENT	15.9	POUND	\$4.05	\$64.395
X	140	25000600 POTASSIUM FERTILIZER NUTRIENT	15.9	POUND	\$4.05	\$64.395
X	141	25100630 EROSION CONTROL BLANKET	904	SQ YD	\$3.30	\$2,983.20
X	142	25200200 SUPPLEMENTAL WATERING	9.1	UNIT	\$155.00	\$1,410.50
X	143	28000510 INLET FILTERS	3	EACH	\$197.00	\$591.00
X	144	30103000 SHAPING AND GRADING ROADWAY	4.5	UNIT	\$1,125.00	\$5,062.50
X	145	35101400 AGGREGATE BASE COURSE, TYPE B	573	TON	\$70.50	\$40,396.50
X	146	40201000 AGGREGATE FOR TEMPORARY ACCESS	40	TON	\$22.75	\$910.00
X	147	40600290 BITUMINOUS MATERIALS (TACK COAT)	255	POUND	\$1.05	\$267.75
X	148	40600990 TEMPORARY RAMP	18	SQ YD	\$44.00	\$792.00
X	149	40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	158	TON	\$165.00	\$26,070.00
X	150	40604160 POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	126	TON	\$185.00	\$23,310.00

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	151	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	139	SQ YD	\$208.75	\$29,016.25
X	152	42300400 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	20	SQ YD	\$287.00	\$5,740.00
X	153	42400300 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	548	SQ FT	\$26.25	\$14,385.00
X	154	42400800 DETECTABLE WARNINGS	31	SQ FT	\$38.00	\$1,178.00
X	155	44000100 PAVEMENT REMOVAL	1115	SQ YD	\$14.50	\$16,167.50
X	156	44000200 DRIVEWAY PAVEMENT REMOVAL	164	SQ YD	\$12.50	\$2,050.00
X	157	44000500 COMBINATION CURB AND GUTTER REMOVAL	854	FOOT	\$3.00	\$2,562.00
X	158	44000600 SIDEWALK REMOVAL	581	SQ FT	\$1.75	\$1,016.75
X	159	550A0050 STORM SEWERS, CLASS A, TYPE 1 12"	12	FOOT	\$272.00	\$3,264.00
X	160	56400820 FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	1	EACH	\$9,000.00	\$9,000.00
X	161	60218300 MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	1	EACH	\$5,400.00	\$5,400.00
X	162	60235700 INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	\$2,750.00	\$5,500.00
X	163	78000400 THERMOPLASTIC PAVEMENT MARKING - LINE 6"	46	FOOT	\$12.00	\$552.00
X	164	78000650 THERMOPLASTIC PAVEMENT MARKING - LINE 24"	12	FOOT	\$47.00	\$564.00

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	165	X4230710 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	15	SQ YD	\$345.00	\$5,175.00
X	166	X4240440 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL	40	SQ FT	\$47.00	\$1,880.00
X	167	X5610746 WATER MAIN LINE STOP 6"	1	EACH	\$5,400.00	\$5,400.00
X	168	X5630706 CONNECTION TO EXISTING WATER MAIN 6"	1	EACH	\$4,300.00	\$4,300.00
X	169	X6060048 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL)	891	FOOT	\$58.50	\$52,123.50
X	170	X7010216 TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$5,800.00	\$5,800.00
X	171	Z0013798 CONSTRUCTION LAYOUT	1	L SUM	\$4,000.00	\$4,000.00
X	172	Z0033700 LONGITUDINAL JOINT SEALANT	441	FOOT	\$16.00	\$7,056.00
X	173	Z0056648 STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	21	FOOT	\$236.25	\$4,961.25
X	174	Z0056668 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	144	FOOT	\$141.00	\$20,304.00
X	175	XX005478 DUCTILE IRON WATER MAIN 6" RESTRAINED JOINT TYPE	32	FOOT	\$375.00	\$12,000.00
X	176	XX005479 DUCTILE IRON WATER MAIN 8" RESTRAINED JOINT TYPE	466	FOOT	\$162.00	\$75,492.00
X	177	XX006077 GATE VALVE AND BOX 6"	1	EACH	\$2,500.00	\$2,500.00
X	178	XX006241 GATE VALVE AND BOX 8"	4	EACH	\$3,200.00	\$12,800.00

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	179	P0001 MULCH, SPECIAL	0.19	ACRE	\$11,000.00	\$2,090.00
X	180	P0005 REMOVE AND REINSTALL EXISTING PAVERS OR FLAGSTONES	128	SQ FT	\$55.00	\$7,040.00
X	181	S0012 SANITARY MANHOLE TO BE ADJUSTED WITH NEW SPECIAL FRAME AND CLOSED LID	1	EACH	\$3,000.00	\$3,000.00
X	182	W0001 ABANDON EXISTING WATER MAIN	1	L SUM	\$2,500.00	\$2,500.00
X	183	W0002 WATER SERVICE LINE 1"	11	EACH	\$3,100.00	\$34,100.00
Total						\$562,258.935

LOCUST STREET CSO ELIMINATION & WATER MAIN REPLACEMENT PHASES 4 & 5

Alternate Bid #2 - Taylor Street

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	184	20200100 EARTH EXCAVATION	608	CU YD	\$71.00	\$43,168.00
X	185	20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	486	CU YD	\$54.00	\$26,244.00
X	186	20800150 TRENCH BACKFILL	1574	CU YD	\$88.00	\$138,512.00
X	187	21000300 GRANULAR EMBANKMENT, SPECIAL	875	TON	\$66.00	\$57,750.00

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	188	21001000 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1449	SQ YD	\$2.00	\$2,898.00		
X	189	21101625 TOPSOIL FURNISH AND PLACE, 6"	1458	SQ YD	\$14.00	\$20,412.00		
X	190	25000110 SEEDING, CLASS 1A	0.31	ACRE	\$10,000.00	\$3,100.00		
X	191	25000400 NITROGEN FERTILIZER NUTRIENT	26.9	POUND	\$4.05	\$108.945		
X	192	25000500 PHOSPHORUS FERTILIZER NUTRIENT	26.9	POUND	\$4.05	\$108.945		
X	193	25000600 POTASSIUM FERTILIZER NUTRIENT	26.9	POUND	\$4.05	\$108.945		
X	194	25100630 EROSION CONTROL BLANKET	1458	SQ YD	\$2.50	\$3,645.00		
X	195	25200200 SUPPLEMENTAL WATERING	14.6	UNIT	\$155.00	\$2,263.00		
X	196	28000510 INLET FILTERS	10	EACH	\$197.00	\$1,970.00		
X	197	30103000 SHAPING AND GRADING ROADWAY	7.9	UNIT	\$1,300.00	\$10,270.00		
X	198	35101400 AGGREGATE BASE COURSE, TYPE B	502	TON	\$102.50	\$51,455.00		
X	199	40201000 AGGREGATE FOR TEMPORARY ACCESS	50	TON	\$23.00	\$1,150.00		
X	200	42000211 PORTLAND CEMENT CONCRETE PAVEMENT 7 1/2" (JOINTED)	24	SQ YD	\$176.00	\$4,224.00		
X	201	42000216 PORTLAND CEMENT CONCRETE PAVEMENT 7 3/4" (JOINTED)	542	SQ YD	\$143.00	\$77,506.00		

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	202	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	215	SQ YD	\$179.00	\$38,485.00		
X	203	42400300 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	527	SQ FT	\$25.75	\$13,570.25		
X	204	42400800 DETECTABLE WARNINGS	22	SQ FT	\$38.00	\$836.00		
X	205	44000100 PAVEMENT REMOVAL	579	SQ YD	\$17.00	\$9,843.00		
X	206	44000200 DRIVEWAY PAVEMENT REMOVAL	215	SQ YD	\$12.50	\$2,687.50		
X	207	44000500 COMBINATION CURB AND GUTTER REMOVAL	1346	FOOT	\$3.75	\$5,047.50		
X	208	44000600 SIDEWALK REMOVAL	464	SQ FT	\$1.50	\$696.00		
X	209	44200101 PAVEMENT PATCHING, TYPE IV, 8 INCH	29	SQ YD	\$242.25	\$7,025.25		
X	210	550A0050 STORM SEWERS, CLASS A, TYPE 1 12"	10	FOOT	\$184.00	\$1,840.00		
X	211	550A0340 STORM SEWERS, CLASS A, TYPE 2 12"	24	FOOT	\$323.00	\$7,752.00		
X	212	550A0410 STORM SEWERS, CLASS A, TYPE 2 24"	680	FOOT	\$175.00	\$119,000.00		
X	213	55100500 STORM SEWER REMOVAL 12"	24	FOOT	\$117.00	\$2,808.00		
X	214	56103100 DUCTILE IRON WATER MAIN 8"	238	FOOT	\$142.50	\$33,915.00		
X	215	56400820 FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	3	EACH	\$12,100.00	\$36,300.00		
X	216	60221000 MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	4	EACH	\$8,600.00	\$34,400.00		

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5							Stark Excavating, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	217	60235700 INLETS, TYPE A, TYPE 3 FRAME AND GRATE	4	EACH	\$2,750.00	\$11,000.00		
X	218	60240220 INLETS, TYPE B, TYPE 3 FRAME AND GRATE	2	EACH	\$3,700.00	\$7,400.00		
X	219	60500060 REMOVING INLETS	1	EACH	\$1,150.00	\$1,150.00		
X	220	78009006 MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	16	FOOT	\$16.00	\$256.00		
X	221	X0327078 REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	2	EACH	\$1,050.00	\$2,100.00		
X	222	X4230710 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	25	SQ YD	\$223.00	\$5,575.00		
X	223	X4240440 PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL	60	SQ FT	\$42.75	\$2,565.00		
X	224	X5610746 WATER MAIN LINE STOP 6"	3	EACH	\$5,400.00	\$16,200.00		
X	225	X5630706 CONNECTION TO EXISTING WATER MAIN 6"	3	EACH	\$4,300.00	\$12,900.00		
X	226	X5630708 CONNECTION TO EXISTING WATER MAIN 8"	2	EACH	\$4,300.00	\$8,600.00		
X	227	X6060048 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL)	1364	FOOT	\$61.00	\$83,204.00		
X	228	X7010216 TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$5,200.00	\$5,200.00		
X	229	X7015005 CHANGEABLE MESSAGE SIGN	18	CAL DA	\$130.00	\$2,340.00		
X	230	Z0013798 CONSTRUCTION LAYOUT	1	L SUM	\$5,400.00	\$5,400.00		

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Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	231	Z0056668 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	33	FOOT	\$240.00	\$7,920.00
X	232	XX005478 DUCTILE IRON WATER MAIN 6" RESTRAINED JOINT TYPE	69	FOOT	\$363.00	\$25,047.00
X	233	XX005479 DUCTILE IRON WATER MAIN 8" RESTRAINED JOINT TYPE	472	FOOT	\$173.00	\$81,656.00
X	234	XX006077 GATE VALVE AND BOX 6"	3	EACH	\$2,500.00	\$7,500.00
X	235	XX006241 GATE VALVE AND BOX 8"	7	EACH	\$3,200.00	\$22,400.00
X	236	XX008979 CONCRETE COLLAR	1	EACH	\$1,850.00	\$1,850.00
X	237	P0001 MULCH, SPECIAL	0.31	ACRE	\$10,000.00	\$3,100.00
X	238	P0003 CONCRETE STEP REMOVAL	126	SQ FT	\$9.75	\$1,228.50
X	239	P0004 REMOVE AND REINSTALL EXISTING BLOCK WALL	1	L SUM	\$3,800.00	\$3,800.00
X	240	P0005 REMOVE AND REINSTALL EXISTING PAVERS OR FLAGSTONES	30	SQ FT	\$80.00	\$2,400.00
X	241	P0006 BRICK PAVEMENT REMOVAL AND SALVAGE	1475	SQ YD	\$90.00	\$132,750.00
X	242	P0007 BRICK PAVERS	359	SQ YD	\$260.00	\$93,340.00
X	243	P0008 PORTLAND CEMENT CONCRETE BASE COURSE 6" (SPECIAL)	1465	SQ YD	\$67.50	\$98,887.50
X	244	P0009 BRICK PAVEMENT INSTALLATION	1465	SQ YD	\$275.00	\$402,875.00
X	245	S0012 SANITARY MANHOLE TO BE ADJUSTED WITH NEW SPECIAL FRAME AND CLOSED LID	2	EACH	\$2,750.00	\$5,500.00

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION
 ITB No. Bid #2023-36
 Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5					
Selected	Line Item	Description	Quantity	Unit of Measure	Stark Excavating, Inc.
					Unit Cost Total
X	246	W0001 ABANDON EXISTING WATER MAIN	1	L SUM	\$4,500.00 \$4,500.00
X	247	W0002 WATER SERVICE LINE 1"	23	EACH	\$3,000.00 \$69,000.00
Total					\$1,886,743.335

LOCUST STREET CSO ELIMINATION & WATER MAIN REPLACEMENT PHASES 4 & 5
 Alternate Bid #3 - Taylor Street/Grant Road

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5					
Selected	Line Item	Description	Quantity	Unit of Measure	Stark Excavating, Inc.
					Unit Cost Total
X	248	20800150 TRENCH BACKFILL	717	CU YD	\$72.00 \$51,624.00
X	249	21101625 TOPSOIL FURNISH AND PLACE, 6"	42	SQ YD	\$40.00 \$1,680.00
X	250	25000110 SEEDING, CLASS 1A	0.02	ACRE	\$51,000.00 \$1,020.00
X	251	25000400 NITROGEN FERTILIZER NUTRIENT	0.8	POUND	\$105.00 \$84.00
X	252	25000500 PHOSPHORUS FERTILIZER NUTRIENT	0.8	POUND	\$105.00 \$84.00
X	253	25000600 POTASSIUM FERTILIZER NUTRIENT	0.8	POUND	\$105.00 \$84.00
X	254	25100630 EROSION CONTROL BLANKET	42	SQ YD	\$15.50 \$651.00
X	255	25200200 SUPPLEMENTAL WATERING	0.5	UNIT	\$510.00 \$255.00

EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	256	28000510 INLET FILTERS	17	EACH	\$205.00	\$3,485.00
X	257	35101400 AGGREGATE BASE COURSE, TYPE B	195	TON	\$123.00	\$23,985.00
X	258	40201000 AGGREGATE FOR TEMPORARY ACCESS	40	TON	\$21.00	\$840.00
X	259	42000211 PORTLAND CEMENT CONCRETE PAVEMENT 7 1/2" (JOINTED)	909	SQ YD	\$108.00	\$98,172.00
X	260	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	20	SQ YD	\$293.00	\$5,860.00
X	261	44000100 PAVEMENT REMOVAL	907	SQ YD	\$29.00	\$26,303.00
X	262	44000200 DRIVEWAY PAVEMENT REMOVAL	21	SQ YD	\$35.00	\$735.00
X	263	44000500 COMBINATION CURB AND GUTTER REMOVAL	157	FOOT	\$4.00	\$628.00
X	264	550A0340 STORM SEWERS, CLASS A, TYPE 2 12"	17	FOOT	\$375.00	\$6,375.00
X	265	550A0400 STORM SEWERS, CLASS A, TYPE 2 21"	251	FOOT	\$150.00	\$37,650.00
X	266	550A0410 STORM SEWERS, CLASS A, TYPE 2 24"	88	FOOT	\$129.00	\$11,352.00
X	267	55100400 STORM SEWER REMOVAL 10"	15	FOOT	\$193.00	\$2,895.00
X	268	55100500 STORM SEWER REMOVAL 12"	31	FOOT	\$94.00	\$2,914.00
X	269	60218300 MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	2	EACH	\$5,500.00	\$11,000.00

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	270	60218500 MANHOLES, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	1	EACH	\$5,700.00	\$5,700.00
X	271	60221000 MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	1	EACH	\$8,700.00	\$8,700.00
X	272	60223700 MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	1	EACH	\$13,000.00	\$13,000.00
X	273	60235700 INLETS, TYPE A, TYPE 3 FRAME AND GRATE	7	EACH	\$2,800.00	\$19,600.00
X	274	60240220 INLETS, TYPE B, TYPE 3 FRAME AND GRATE	1	EACH	\$3,750.00	\$3,750.00
X	275	60500060 REMOVING INLETS	4	EACH	\$1,200.00	\$4,800.00
X	276	X6020076 INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	2	EACH	\$3,600.00	\$7,200.00
X	277	X6023508 INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE	2	EACH	\$3,200.00	\$6,400.00
X	278	X6060048 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL)	215	FOOT	\$95.25	\$20,478.75
X	279	X7010216 TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$6,050.00	\$6,050.00
X	280	Z0013798 CONSTRUCTION LAYOUT	1	L SUM	\$2,100.00	\$2,100.00
X	281	Z0056648 STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	154	FOOT	\$135.00	\$20,790.00
X	282	Z0056668 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	17	FOOT	\$235.00	\$3,995.00
X	283	Z0056669 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 15"	239	FOOT	\$104.50	\$24,975.50

EVALUATION TABULATION

Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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EVALUATION TABULATION

ITB No. Bid #2023-36

Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

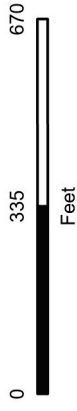
Selected	Line Item	Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5			Stark Excavating, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	284	XX007245 CONCRETE SADDLE SUPPORT	1	EACH	\$2,650.00	\$2,650.00
X	285	P0001 MULCH, SPECIAL	0.02	ACRE	\$51,000.00	\$1,020.00
X	286	S0006 STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 21"	106	FOOT	\$225.00	\$23,850.00
X	287	S0011 SANITARY MANHOLE TO BE ADJUSTED	2	EACH	\$2,400.00	\$4,800.00
X	288	S0012 SANITARY MANHOLE TO BE ADJUSTED WITH NEW SPECIAL FRAME AND CLOSED LID	1	EACH	\$2,900.00	\$2,900.00
Total						\$470,435.25

EVALUATION TABULATION

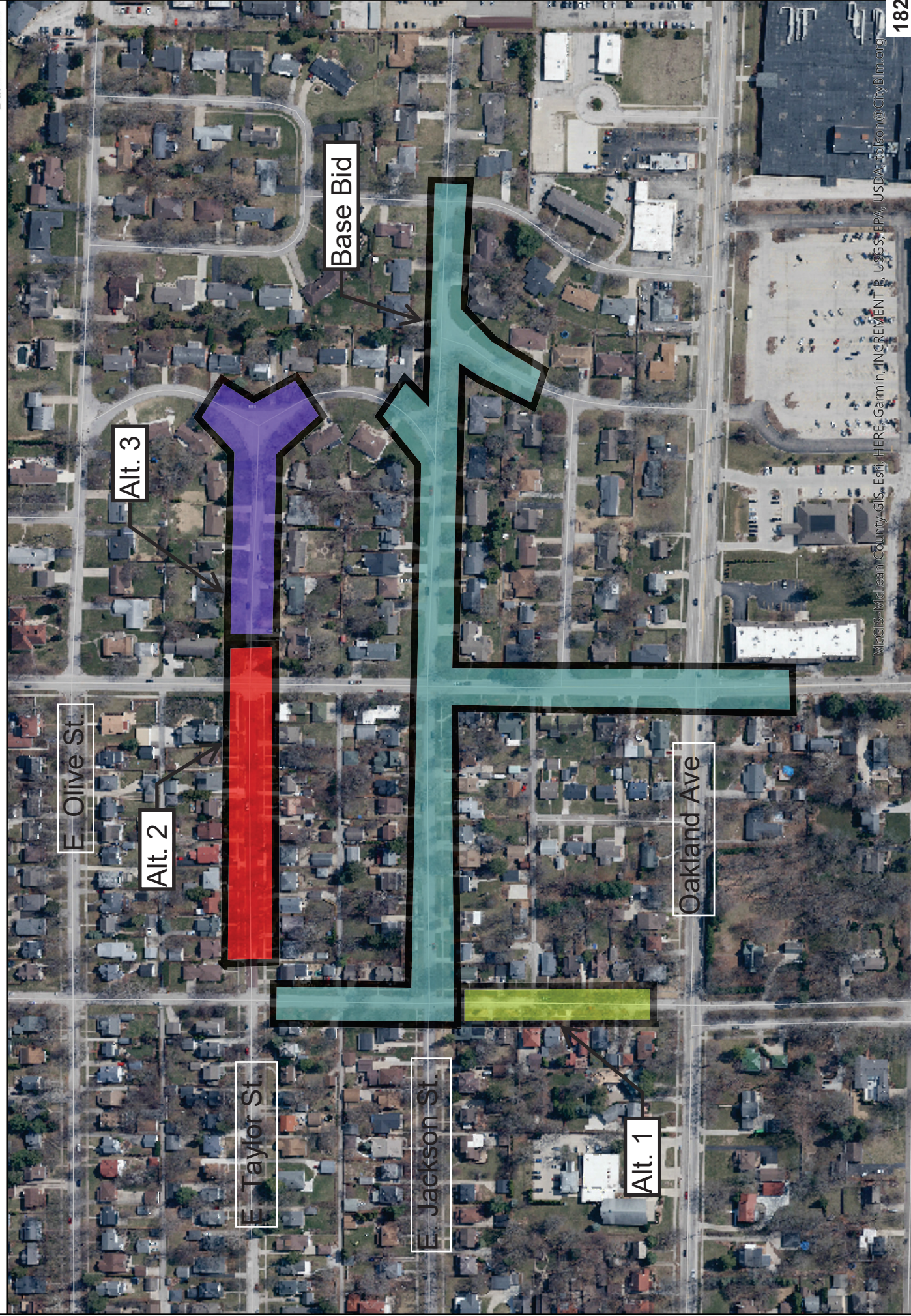
Invitation to Bid - Locust Street CSO Elimination & Water Main Replacement Phases 4 & 5

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Locust Colton CSO Elimination Phase 4/5 Limits



Date: 5/26/2023



ORDINANCE NO. 2023 - ____

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

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

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2024 Budget to increase the FY 2024 General Fund Budget by \$7,342,138.66, Water Fund budget by \$3,018,962.82, Sanitary Sewer Fund Budget by \$2,711,587.42, Storm Water Fund Budget by \$2,711,587.42, for the Engineering Division for Construction Agreement Between the City of Bloomington and Stark Excavating, Inc., for the Locust Street CSO Elimination and Water Main Replacement Phases 4 & 5 (Bid #2023-36), in the Amount of \$8,442,137.66, as requested by the Public Works and Finance Departments.

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

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

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

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

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

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

PASSED this 12th day of June 2023.

APPROVED this ____ day of June 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
10010010-40000	General	Use of Fund Balance-ARPA reserves	\$ (1,989,766.00)
10010010-40000	General	Use of Fund Balance-General Fund reserves	\$ (5,352,372.66)
10019180-89506	General	To Water Transmisison & Distribution	\$ 2,617,223.82
10019180-89511	General	To Sanitary Sewer	\$ 2,362,457.42
10019180-89531	General	To Storm Water	\$ 2,362,457.42
50100120-85100	Water	From General Fund	\$ (2,617,223.82)
51101100-85100	Sanitary Sewer	From General Fund	\$ (2,362,457.42)
53103100-85100	Storm Water	From General Fund	\$ (2,362,457.42)
50100110-40000	Water	Use of Fund Balance	\$ (401,739.00)
50100120-72540	Water	Water Main Construction	\$ 1,890,526.25
50100120-72540-75000	Water	Water Main Construction-ARPA	\$ 1,128,436.57
51101100-40000	Sanitary Sewer	Use of Fund Balance	\$ (349,130.00)
51101100-72550	Sanitary Sewer	Sewer Construction & Improvement	\$ 1,730,923.21
51101100-72550-75000	Sanitary Sewer	Sewer Construction & Improvement-ARPA	\$ 980,664.21
53103100-40000	Storm Water	Use of Fund Balance	\$ (349,130.00)
53103100-72550	Storm Water	Sewer Construction & Improvement	\$ 1,730,923.21
53103100-72550-75000	Storm Water	Sewer Construction & Improvement-ARPA	\$ 980,664.21
Net Transaction:			\$ -



REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: June 12, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and Discussion of American Rescue Plan Act (ARPA) Socio-Economic Non-Profit Grant Program Award Recipients and Additional Program Status, as requested by the Administration Department and the Economic & Community Development Department.

RECOMMENDED MOTION: None; Presentation only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 4e. Strong partnership with residents and neighborhood associations

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: On December 5, 2022, City Council authorized \$1.02 million in funding for grants to assist local non-profits in response and recovery of the COVID-19 pandemic. At the same meeting, Council also designated \$1.02 million for the Affordable Housing Rehabilitation Grant Program and \$1.44 million for the Small Business Rehabilitation Grant Program. Staff will provide an update on non-profit awardees and the status of other programs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funding being provided through the City's American Rescue Plan Act (ARPA) award. The City received \$13,386,924 in ARPA funds with the City Council establishing infrastructure and socioeconomic opportunities as spending "categories" in July 2022; with \$2.2M being allocated to each category. Staff were further directed to define specific programs within the categories. This funding will assist with continued business and neighborhood development while partnering with community organizations to provide critical community services.

AMERICAN RESCUE PLAN FUNDING IMPACT: See Background and Financial Impact sections.

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: 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); Goal H-1. (Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington); Goal H-2. (Ensure reinvestment in the established older neighborhoods and compact development of the City); and Goal CWB-3. (Develop a coordinated and efficient

system of services that addresses comprehensive needs of children, families and communities)

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Deputy City Manager



REGULAR AGENDA ITEM NO. 8.F.

COR FOUNFIL: June 12, 2023

WARD IMPAFTED: Ward 6 and City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving a Redevelopment Agreement by and between the City of Bloomington, Illinois and 402 E. Washington, LLC, as requested by the Economic & Community Development Department.

REFOMMENDEED MOTION: The proposed Ordinance be Approved.

STRATEGIF PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

Goal 6. Prosperous Downtown Bloomington

STRATEGIF PLAN SIGNICIFANFE:

Objective 5e. More attractive city: commercial areas and neighborhoods

Objective 6d. Healthy adjacent neighborhoods linked to Downtown

BAFKGROUND: This Item was tabled by Council at the May 22, 2023 Council Meeting for consideration at the June 12, 2023 Council Meeting.

The old Coachman Motel opened on January 30, 1961, at 408 E. Washington St. and remained a motel until its demolition in 2008 in an agreement between the private owner and the City. The City took ownership of the property in 2009 via a Quit Claim Deed and issued the first Request for Proposals on the property in 2012 with little success. In 2018, the City moved forward with acquisition of a small parcel just west of old Coachman site, 404 E. Washington St, through a Special Warranty Deed. In 2019, the City combined both properties into its current parcel at 408 E. Washington Street. The property has since remained vacant as the City continued to market the site for redevelopment.

Due to redevelopment potential of the site, it was included in the Downtown East Washington Street Redevelopment Project Area Tax Increment Financing (TIF) District, which was approved by City Council on June 25, 2018. This study, conducted by PGAV Planners, verified that both the City-owned property at 408 E. Washington St., and the church, located at 401 E. Jefferson St. are important potential redevelopment projects that, if developed, would increase the value and tax base of the area.

The church was built in 1888 to house the First Baptist Church. In 2012 the church was acquired by City of Refuge Ministries. City of Refuge Ministries quickly outgrew the church property and started preparing to move to a new location. The church building was determined to be in poor condition, evidenced by deterioration and obsolescence, as outlined in the Redevelopment Plan Study performed by PGAV.

On November 17, 2022, a developer provided a proposal to the City for a residential development that would include both the old Coachman site and the City of Refuge

Ministries' church site. The developer entered into a Memorandum of Understanding with City of Refuge Ministries for the church property and provided a Letter of Support from their Board to the City in support of the project moving forward.

The proposed project with 402 E. Washington, LLC (Developer) includes approximately 24 two-bedroom townhomes (approx. 2 will be Short Term Rentals), with 22 two-car attached garages and two (2) one-car attached garages, and a five-story mid-rise apartment building, consisting of parking on the first level and four levels of apartment units, with 48 one-bedroom and two-bedroom apartments (approx. 5 will be Short Term Rentals). The Development also includes a 60-space surface parking lot and a small centralized shared green space. The Developer is expecting the project to cost approx. \$18.5 million. Through financial analysis done by both the City and the City's 3rd party consultant, PGAV, it was determined that the Developer was in need of financial assistance from the City in order to make this project viable, and but for the assistance from the City, the project would not move forward.

If approved, assistance from the City would be provided in reimbursements in an amount equal to the lesser of (i) 24.3% of Total Project Costs or (ii) \$4,508,960. The Agreement will end once the total amount of reimbursement has been met or December 1, 2042, whichever comes first. The reimbursements would come from 75% of the TIF increment generated by the development for TIF eligible costs, as outlined in the TIF Act, and from the City's local Short Term Rental Tax generated by the development. The Developer has proposed using approx. two townhomes and five apartments as short-term rentals.

If approved, the project will develop luxury apartments and townhomes to compliment the historic aesthetic of the Downtown area while creating a new and vibrant residential community as a new asset to the City. At the completion of the Agreement and the close of the Downtown E. Washington TIF District, the improved site will once again generate property tax revenue for the local taxing districts.

FOMMUNITY GROUPS/INTERESTED PERSONS FONTAFTED: City of Refuge Ministries

CINANFIAL IMPAFT: Both properties involved in this project have been exempt from property tax payments due to the status of the owning entity. Approval of this agreement will mean the transfer of two tax-exempt parcels being transferred to private ownership and tax paying status. Tax Increment Financing (TIF) will be utilized to assist in the completion and success of the development. If approved, the City will sell the 408 E. Washington City-owned property to the Developer and incentivize the project up to the lesser of (i) 24.3% of their Total Project Costs or (ii) \$4,508,960, or until December 1, 2042, whichever comes first through reimbursement of property taxes generated by the project through the TIF fund, and the reimbursement of the Short-Term Rental tax generated by the project.

AMERIFAN RESFUE PLAN CUNDING IMPAFT: N/A

FOMMUNITY DEVELOPMENT IMPAFT: This request meets the following goals and objectives of the Bloomington Fomprehensive Plan 2035: Goal N-1 (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods); and Goal N-1.5 (Promote creation of connected neighborhoods, focused on people, rather than isolated subdivisions in the Emerging Areas).

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTAFHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Agreement](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND 402 E. WASHINGTON, LLC

WHEREAS, the City of Bloomington, Illinois (the “City”), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and,

WHEREAS, the City has identified certain areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all of the affected taxing districts; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “TIF Act”) and the City’s authority and powers as a home rule unit, the City is empowered to undertake the development and redevelopment of designated areas within the City’s municipal limits in which existing conditions permit such areas to be classified as “blighted area” or a “conservation area” as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, on June 12, 2017, the City authorized Peckham Guyton Alberts & Viets (“PGAV”) to conduct a feasibility study to determine the eligibility of the specific area for designations as a “redevelopment project area” (the “Redevelopment Project Area”) pursuant to the provisions of the TIF Act; and

WHEREAS, on June 25, 2018, the City designated the Redevelopment Project Area as a Tax Increment Financing District (“TIF District”) named the Downtown East Washington Street Redevelopment Project Area (the “East Washington TIF District”); and,

WHEREAS, 402 E. Washington, LLC, an Illinois Limited Liability Company, (the “Developer”) has put forward an application to redevelop two parcels of land into a residential development inclusive of approximately twenty-four (24) 2-bedroom townhomes (approximately 2 of which will be Short Term Rentals), with 22 2-car attached garages and two (2) 1-car attached garages; and to develop a 5-story mid-rise apartment building, consisting of parking on the first level and four (4) levels of apartment units, with forty-eight (48) 1-bedroom and 2-bedroom apartments (approximately 5 of which will be Short Term Rentals) with a sixty (60) space surface parking lot; and a small centralized shared green space (collectively, the “Project”); and,

WHEREAS, the Project will be located on land near the Downtown surrounded by E. Jefferson Street, E. Washington Street, and N. Gridley Street within the corporate boundaries of the City, consisting of generally 1.55 acres located at 401 E. Jefferson Street and 408 E. Washington Street (the “Subject Property”); and,

WHEREAS, the Subject Property is located within the East Washington TIF District; and,

WHEREAS, the Developer has entered into an Agreement to purchase 401 E. Jefferson Street from the current private owner, the City of Refuge Church, contingent on the approval of the Redevelopment Agreement between the City and the Developer; and,

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and the health, safety and welfare of its residents, for the City to support the Project as set forth in the attached Development Agreement.

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

Section 1. That the Development Agreement by and between the City of Bloomington, Illinois and 402 E. Washington, LLC attached hereto and made a part hereof, is hereby approved and the City Manager and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

Section 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

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 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 take effect immediately after its approval and publication as required by law.

PASSED this 22nd day of May 2023.

APPROVED this ____ day of May 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

REDEVELOPMENT AGREEMENT
by and between
THE CITY OF BLOOMINGTON, ILLINOIS
and
402 E. Washington, LLC

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of _____ 2023, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), 402 E. Washington, LLC, an Illinois Limited Liability Company (the “*Developer*”).

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business, and housing in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and,

WHEREAS, on June 12, 2017, the Corporate Authorities authorized Peckham Guyton Alberts & Viets ("*PGAV*") to conduct a feasibility study within the corporate boundaries of the City (the "*Feasibility Study*") in order to determine the eligibility of a specific area for designation as a "redevelopment project area" (the "*Project Area*") pursuant to the provisions of the TIF Act; and,

WHEREAS, as a result of the Feasibility Study, PGAV determined the Project Area qualifies as a "blighted area" under the TIF Act and, therefore, as directed by the Corporate Authorities, proceeded to prepare a redevelopment plan to set the goals and objectives of the City and all other matters required by the TIF Act to address and eliminate the blighting factors which qualified the Project Area as a blighted area; and,

WHEREAS, on June 25, 2018, the Corporate Authorities approved the Tax Increment Financing Redevelopment Plan prepared by PGAV and designated the Downtown East

Washington Street Redevelopment Project Area as a Redevelopment Project Area pursuant to the TIF Act; and,

WHEREAS, the Project Area includes real estate located in the vicinity of the 400 block of East Washington, commonly known as 401 E. Jefferson St. (21-04-407-007) and 408 E. Washington St. (21-04-407-009), Bloomington, Illinois, (the “*Subject Property*”) as shown on the map attached hereto in Exhibit A; and,

WHEREAS, 401 E. Jefferson St. is privately owned by the City of Refuge Ministries who has an agreement to sell the property to the Developer on approval of this agreement; and,

WHEREAS, 408 E. Washington St. is owned by the City of Bloomington, Illinois; and,

WHEREAS, the Developer is looking to acquire the Subject Property to develop the it into approximately twenty-four (24) 2-bedroom townhomes (approximately 2 of which will be Short Term Rentals), with 22 2-car attached garages and two (2) 1-car attached garages; and to develop a 5-story mid-rise apartment building, consisting of parking on the first level and four (4) levels of apartment units, with forty-eight (48) 1-bedroom and 2-bedroom apartments (approximately 5 of which will be Short Term Rentals) with a sixty (60) space surface parking lot; and a small centralized shared green space (collectively, the “*Project*”).

WHEREAS, in order to induce the Developer to proceed with the needed improvements to the Subject Property, the City is prepared to make the commitments to the Developer, and, upon satisfaction of commitments, made by the Developer, to reimburse the Developer for certain costs incurred in connection with required improvements to the Subject Property from revenues available to the City from the Downtown East Washington Street Redevelopment Project Area as applicable to the Subject Property, all as hereinafter set forth; and,

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section.

Section 2. Obligations of the Developer.

A. The Developer covenants and agrees to purchase 408 E. Washington St., AS IS, from the City for \$1.00 and agrees to pay all fees associated with the transfer of title and the City agrees to sell the property to the Developer as stated in Section 3A.

B. The Developer shall provide proof of ownership of 401 E. Jefferson St. to the City no more than sixty days (60) after the execution of this Agreement.

C. On or before October 31, 2023, the Developer shall have submitted to the City for its approval, detailed final construction plans to develop the Subject Property into the Project.

D. On or before November 30, 2023, the Developer shall have commenced construction of the Project in accordance with all applicable City Codes and laws of the State of Illinois.

E. The Developer covenants and agrees to complete the redevelopment of the Project and have been issued a certificate of occupancy by the City on or before November 30, 2025, unless delayed by Force Majeure as described in Section 9.

F. The Developer covenants and agrees to maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois.

G. The Developer covenants that the Project shall require an investment of approximately \$18,500,000 to redevelop the Subject Property into the Project. Upon completion of the Project, the Developer shall deliver receipts in the form of paid bills, invoices, etc., as proof of the investment of approximately \$18,500,000 (“*Total Project Cost*”).

H. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the “Prevailing Wage Act”), to the extent applicable. However, the Parties acknowledge that the current position of the Illinois Department of Labor is that funds received from Tax Increment Financing are not “public funds”, and any private project that is funded by means of Tax Increment Financing is not covered by the Prevailing Wage Act unless it also received funding from another source which does qualify as public funds.

Section 3. City’s Obligations.

A. The City covenants and agrees to sell the City owned property, commonly known as 408 East Washington, AS IS, to the Developer for the amount of \$1.00 by way of Quitclaim Deed within 60 days of the execution of this agreement contingent on proof of project financing and proof of ownership of 401 E Jefferson.

B. Provided the Developer has satisfied the requirements as stated in Section 2, the City hereby agrees to annually reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act from incremental taxes (hereinafter defined) generated from the subject

property from the sources provided in Section 4, in an amount equal to the lesser of (i) 24.3% of Total Project Costs; or (ii) \$4,508,960, (the “*Reimbursable Project Costs*”).

C. For purposes of this Agreement “Incremental Taxes” shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value (“*EAV*”) of the Subject Property and its improvements over the initial equalized value of the Subject Property at the time of the establishment of the initial EAV by McLean County calculated in accordance with the TIF Act.

D. In the event that the Developer fails to complete the project as defined in Section 2, the Developer would be required to compensate the City for parcel 21-04-407-009. As security for such promise to compensate, the Developer will agree to execute a promissory note in the amount of the assessed market value of the property as determined by an assessor of the City’s choosing. Said note shall be due and payable within thirty (30) days of the termination of the incentive agreement. In the event the Developer completes the project as agreed, the note shall be canceled as if paid in full.

Section 4. Pledged Funds.

(a) Upon the adoption of the Downtown East Washington Street Redevelopment Project Area, the City established a special tax allocation fund for the Project Area, as required by the TIF Act (the “*STAF*”) into which the City deposits Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.

(b) So long as no notice of default has been issued or is outstanding, on December 1 of each year (or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes), seventy-five percent

(75%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the 402 E. Washington, LLC Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for reimbursable Redevelopment Project Costs.

(c) On March 1 of each year during the term of this Agreement, the City shall deposit the City's Short Term Rental Taxes, generated by the Subject Property, into the 402 E. Washington, LLC Subaccount to use to reimburse the Developer for Reimbursable Project Costs in accordance with the terms, conditions, and limitations of this Agreement.

(d) The deposits into the 402 E. Washington, LLC Subaccount as hereinabove directed, shall be collectively hereinafter referred to as "Pledged Funds".

Section 5. Advance of Funds.

The Developer shall advance all funds and all costs necessary to construct and complete the Project.

Section 6. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Agreement unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of

any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

(c) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged

default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 7. Term.

Unless earlier terminated pursuant to Section 6, the term of this Agreement shall commence on the date of execution and end upon the earlier of which comes first: (i) reimbursement of an amount equal to Reimbursable Project Costs; or (ii) December 1, 2042, (the "*Termination Date*").

Section 8. Verification of Tax Increment, Verification of City Sales Taxes.

The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property payable in 2026, and paid in each subsequent year during the term of this Agreement for the Subject Property.

Section 9. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 10. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 11. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 12. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy

hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 13. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 14. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer : Andrew Kaufmann, Manager
216 E. Grove St. - Suite 2100
Bloomington, IL 61701

With a copy to: Robbie Osenga, Owner
216 E. Grove St. - Suite 2100
Bloomington, IL 61701

To the City : City Manager
City of Bloomington
115 East Washington Street
Bloomington, Illinois 61702

With copies to:

Kathleen Field Orr
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

City of Bloomington
Attn: Legal Department
115 E. Washington St.
Bloomington, IL 61701

Section 15. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 16. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 17. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 18. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof.

Section 19. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, an Illinois municipal corporation

By: _____
Mayor

Attest:

City Clerk

402 E. Washington, LLC

By: _____
Manager

Attest:

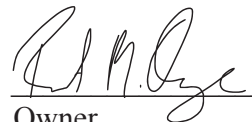
_____
Owner

Exhibit A: Project Area – 401 E. Jefferson St. (21-04-407-007) and 408 E. Washington St. (21-04-407-009), Bloomington, Illinois

