

CITY OF
BLOOMINGTON
COUNCIL MEETING
APRIL 27, 2020



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, At-Large - Tari Renner

City Council Members

Ward 1 - Jamie Mathy
Ward 2 - Donna Boelen
Ward 3 - Mboka Mwilambwe
Ward 4 - Julie Emig
Ward 5 - Joni Painter
Ward 6 - Jenn Carrillo
Ward 7 - Scott Black
Ward 8 - Jeff Crabill
Ward 9 - Kim Bray

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 27, 2020, 6:00 P.M.

THIS MEETING WILL BE HELD VIRTUALLY. LIVE STREAM AVAILABLE AT:
www.cityblm.org/live

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Public Comment

This meeting is being held virtually via live stream. Public comment will be accepted up until 15 minutes before the start of the meeting. Written public comment must be emailed to publiccomment@cityblm.org and those wishing to speak Live must register at <https://www.cityblm.org/register>.

6. Consent Agenda

Electronic Roll Call Vote

- A. Consideration and action to approve the Minutes of the March 9, 2020 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 \$5,542,272.91, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and action to approve Reappointments and Appointments to Various Boards and Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments and Re-Appointments be approved.)*
- D. Consideration and action to approve the purchase of one (1) Vactor 2100i Sewer Cleaner from COE Equipment of Rochester, IL, using the Sourcewell Contract (# 122017-FSC, exp. 2/20/2022) and the Purchase of one (1) International HV607 Truck from Rush Truck Center of Normal, IL, using the State Contract (#19-416-CMS-BOSS4-P-8607, exp. 6/2/2021), in the amount of \$462,287.05 for both pieces to build a single vehicle and; (2) authorization to dispose of 2007 International 7400 (Unit S42) as a trade-in for credit of \$34,000 resulting in a net cost to the City of \$428,287.05, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchases and Trade-in be approved.)*

- E. Consideration and action to approve the Purchase of one (1) Bobcat T7400 Compact Track Loader From Bobcat of Bloomington, IL, using the Sourcewell Contract (#040319-CEC, exp. 5/21/2023), in the amount of \$64,512, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*
- F. Consideration and action to approve the Purchase of a Spatial Watershed Assessment Management Model (SWAMM) Online for the Watershed Management Update project, through the Watershed Conservation Intergovernmental Agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District, in the amount of \$50,000, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*
- G. Consideration and action on rejection of Bid # 2020-50 for Spring Trees due to the current operational and staffing conditions related to COVID-19, as requested by the Parks, Recreation and Cultural Arts Department, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Rejection of Bid #2020-50 be approved.)*
- H. Consideration and action to approve an Agreement with Stark Excavating, Inc., for the Lutz Road Improvement Project (Bid #2020-47), in the amount of \$821,975, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- I. Consideration and action to approve an Agreement with Precision Concrete, for the FY 2021 Sidewalk Vertical Displacement Repair Program (Bid #2020-31), in the amount of \$39,796.90, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- J. Consideration and action to approve an Agreement with JG Stewart Contractors, for the FY 2021 Sidewalk and Curb Ramp Replacement Program (Bid #2020-32), in the amount of \$1,007,729.36, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- K. Consideration and action to approve an Agreement with Stark Excavating, Inc., for the FY 2020 Concrete Repairs Program (Bid #2020-29), in the amount of \$326,706.91, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- L. Consideration and action to approve an Agreement with George Gildner, Inc., for the FY 2021 Utility Maintenance Program (Bid #2020-39), in the amount of \$1,582,700, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- M. Consideration and action to approve an Agreement with George Gildner, Inc., for the FY 2021 Street, Alley, and Sidewalk Maintenance Program (Bid #2020-43), in the amount of \$203,100, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- N. Consideration and action on the 2020 Supportive Housing Program/Continuum of Care Grant Agreements (IL0283L5T121911, IL0289L5T121912, IL0288L5T121912), in the amount of \$260,243 with the US Department of

Housing and Urban Development, as requested by the Community Development Department. *(Recommended Motion: The proposed Agreements be approved.)*

- O. Consideration and action to approve an Agreement with Bodine Electric of Decatur, for the FY 2021 Traffic Signal Maintenance Program (Bid #2020-41), in the amount of \$177,260.00, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- P. Consideration and action to approve an Agreement with Rowe Construction - A Division of United Contractors Midwest, for the FY 2021 General Resurfacing Program, in the amount of \$4,163,109.86, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- Q. Consideration and action on the approval of the Arthur J. Gallagher Proposal of Insurance, in the amount of \$960,935 for service from May 1, 2020 through April 30, 2021; on the Client Services Agreement; and on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, as requested by the Human Resources Department. *(Recommended Motion: The proposed Proposal of Insurance, Client Services Agreement, and Ordinance be approved.)*
- R. Consideration and action to approve an Ordinance Changing the Name of a Portion of Lake Drive to Hike Haven Court, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Ordinance be approved.)*

7. Regular Agenda

Electronic Roll Call Vote

- A. Presentation on McLean County recovery loans and COVID-19 community resources, as requested by the Administration Department. *(Recommended Motion: None; presentation only.) (Presentation by Patrick Hoban, CEO of the Bloomington-Normal Economic Development Council; and Camille Rodriguez, McLean County Administrator, 15 minutes; and City Council discussion, 15 minutes.)*
- B. Presentation on PATH and COVID-19 community resources, as requested by the Administration Department. *(Recommended Motion: None; presentation only.) (Presentation by Karen Zangerle, Executive Director of PATH, 15 minutes; and City Council discussion, 15 minutes.)*
- C. Presentation on the United Way and COVID-19 community resources, as requested by the Administration Department. *(Recommended Motion: None; presentation only.) (Presentation by Phani Aytam, Chairman, United Way Board; and David Taylor, Executive Director, United Way, 15 minutes; and City Council discussion, 15 minutes.)*
- D. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring A Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, including consideration of an Ordinance Amending the Local Emergency Declaration Ordinance, Ordinance 2020-18, to Add a New Section 2(P) to Allow the Proration of the City's Video Gaming License Fee, as requested by the Legal Department. *(Recommended Motion: The proposed*

Ordinance Amending Ordinance 2020-18 to Add a New Section 2(P) to Allow the Proration of the City's Video Gaming License Fee be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)

8. Finance Director's Report

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

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session - Cite Section

Clerk-led Roll Call Vote

13. Adjournment

Voice Vote

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 6.A

FOR COUNCIL: April 27, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the March 9, 2020 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 Proceedings 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 Proceedings are available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant

Reviewed by:

A handwritten signature in cursive script that reads 'Tara Henry'.

Tara Henry, Legislative Assistant

4/23/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- CLK 1B Regular Session Council Minutes 03092020_DRAFT



**MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, MARCH 9, 2020, 6:00 P.M.**

Roll Call

The Council convened in Regular Session in the City Council Chambers, City Hall Building at 6:00 p.m., Monday, March 9, 2020. The meeting was called to order by Mayor Tari Renner.

Attendee Name	Title	Status	Arrived
Tari Renner	Mayor	Present	
Jamie Mathy	Ward 1	Absent	
Donna Boelen	Ward 2	Present	
Mboka Mwilambwe	Ward 3	Present	
Julie Emig	Ward 4	Present	
Joni Painter	Ward 5	Present	
Jennifer Jazmin Carrillo	Ward 6	Remote	
Scott Black	Ward 7	Present	
Jeff Crabill	Ward 8	Present	
Kim Bray	Ward 9	Absent	

Council Member Crabill motioned, seconded by Council Member Boelen, to allow Council Member Carrillo to participate remotely due to personal illness.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

AYES: Boelen, Mwilambwe, Emig, Painter, Black, Crabill

ABSTAIN: Carrillo

Motion carried.

Recognition/Appointments

No recognitions or appointments were presented.

Public Comment

Mayor Renner opened the floor for public comment and the following individuals came forward: (1) Bill Rau; (2) Scott Stimeling; (3) Surena Fish; (4) Deb Presley; and (5) Jon Reed.

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 Painter made a motion, seconded by Council Member Emig, that the Consent Agenda, including all items listed below with the exception of Item 7.G., be approved as presented:

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill

Motion carried.

Item 7.A. Consideration and action to approve the Minutes of the February 10, 2020 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 \$5,458,517.12, 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 four (4) LifePak 15 V-4 Cardiac Monitor/Defibrillators from Stryker Medical in the amount of \$101,388.88, utilizing the GSA joint purchasing cooperative, and authorization to dispose of four (4) 2012 LifePak 15 units through trade-in credit, as requested by the Fire Department. (Recommended Motion: The proposed Purchase and Disposal be approved.)

Item 7.D. Consideration and action to approve the Purchase of a 2020 Ford F-350 with snow plow from Roesch Ford of Bensenville, Illinois, using Northwest Suburban Purchasing Contract (#180), in the amount of \$36,620, as requested by the Public Works Department and the Fire Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.E. Consideration and action to approve an Interlocal Agreement between the City of Bloomington and County of McLean, IL regarding the 2019 Byrne Justice Assistance Grant Program Award (JAG grant 2019-DJ-BX-0676), allowing the Police Department to accept the grant funds when they are awarded, as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.F. Consideration and action to approve an Ordinance Waiving the Technical Bidding Requirements and Approving a Multi-Year Contract with Calgon Carbon Corporation for Municipal Custom Reactivation and Makeup Carbon, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance and Contract be approved.)

Item 7.G. was pulled from the Consent Agenda by Council Member Crabill.

Item 7.H. Consideration and action to approve an Ordinance Approving the Final Plat of Boys & Girls Club Subdivision, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.I. Consideration and action to approve an Ordinance Accepting the Dedication of a Public Utility Easement and Approving the Easement Agreement Between F.O.B Development and the City of Bloomington, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.J. Consideration and action to approve an Ordinance Extending and Reinstating the Third Revision to the Empire Business Park Preliminary Plan Last Revised July 8, 2013 and Approving the Final Plat of Empire Business Park Eleventh Addition, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved, subject to the petitioner paying the required tap-on fees.)

Item 7.K. Consideration and action to approve an Ordinance Approving the Final Plat of Empire Business Park Subdivision Tenth Addition, as requested by the Public Works

Department. (Recommended Motion: The Ordinance be approved, subject to the petitioner paying the required tap-on fees and providing the required sureties.)

Item 7.L. Consideration and action on the Application of Personal Assistance Telephone Help, Inc. d/b/a PATH, requesting a Class LA (Limited, All Types of Alcohol) liquor license, for their 12th Annual Chefs for PATH Event at the BCPA, as requested by the City Clerk Department. (Recommended Motion: The proposed Liquor License be approved.)

Item 7.M. Consideration and action on the Application of Morrissey Firehouse Pizza, LLC, d/b/a Firehouse Pizza, to be located at 1601 Morrissey Drive, Unit B, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department. (Recommended Motion: The proposed Liquor License be approved with the condition the establishment close at 11:00 p.m. Sunday through Thursday and 2:00 a.m. on Friday and Saturday; and contingent upon the compliance with all building, health, and safety codes.)

Item 7.N. Consideration and action on the Request of Richard's Services, Inc., d/b/a Parkview Inn, located at 1003 S Morris Ave, to redefine their approved area for consumption with a permanent extension of premise to allow an Outdoor Service or Consumption Area, as requested by the City Clerk Department. (Recommended Motion: The proposed Request be approved, contingent upon the compliance with all building, health and safety codes.)

Items Pulled from the Consent Agenda

The following item was pulled from the Consent Agenda by Council Member Crabill.

Item 7.G. Consideration and action to approve a Resolution Authorizing the City Manager to Approve an Energy Supply Contract with One Hundred Percent Renewable Energy, as requested by the Facilities Department.

Council Member Crabill explained that he pulled the item to learn more about it.

City Manager, Tim Gleason, asked Russ Waller, Director of Facilities, to address Council. Mr. Waller explained the process of the renewal energy program.

Mayor Renner confirmed with Mr. Waller that a past Council had requested the City become 100% reliable on renewable energies. Mr. Waller responded affirmatively and explained that the City had joined other municipalities in order to receive the best rate for the program.

Mayor Renner clarified that the Cornbelt Co-Op was not a part of this contract.

Mr. Waller explained the process to purchase renewable wind energy from local wind farms and provided insight on why the City was not able to make said purchases.

Council Member Crabill reiterated the process for renewable energy and inquired why the City was not able to locally source renewable energy. Mr. Waller explained that only those who invested early in local sources are able to purchase locally.

Council Member Carrillo asked the difference between the various purchasing options. Mr. Waller stated that rates are negligible. Council Member Carrillo supported renewable energy through this program initially, but also expressed concerns that the City could have better alternative resources.

Council Member Boelen asked the length of the contract. Mr. Waller stated typical

contracts are generally two to three years.

Council Member Black asked for the concerns of Council to be restated. Council Member Carrillo restated her concerns. Council Member Black recalled previous Council proceedings and stated his support with the motion on the floor.

Council Member Painter asked Council Member Carrillo for suggestions on alternative sources of renewable energy. Council Member Carrillo noted research would be required.

Council Member Emig noted the continued expansion of technologies, agreed the City should seek alternative options in the future, and stated support with the current motion.

Mr. Waller noted the City partnered with the Ecology Action Center to seek alternative options for renewable energy.

Council Member Boelen made a motion, seconded by Council Member Painter, that the proposed Resolution be approved., which resulted in the following:

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill

Motion carried.

Public Hearing

Item 8.A. Public Hearing for the FY 2021 Proposed Budget, as requested by the Finance Department and the Administration Department.

Mayor Renner opened the Public Hearing at 6:38 p.m.

Mayor Renner asked if there was anyone who would like to speak for or against the proposed budget; none came forward.

Mayor Renner closed the Public Hearing at 6:38 p.m.

Regular Agenda

The following item was considered:

Item 9.A. Presentation of Not In Our Town's 2019 Annual Report, as requested by the Administration Department. (Recommended Motion: None; presentation only.)

City Manager Gleason introduced Mike Matejka to present the Not In Our Town report. Mr. Matejka noted the program would celebrate their 25-year anniversary in December 2020. He described the different programs available and a survey the program executed in 2019.

Mr. Matejka introduced his co-presenter Angelique Racki, Chair of the Cultural Arts Committee. Ms. Racki named multiple cultural arts projects they collaborated with throughout Bloomington and described multiple large cultural events.

Mr. Matejka noted the events held in collaboration with the Museum of History and stated approximately 80 people were in attendance at each event.

Council Member Painter stated her appreciation of the program and thanked the speakers for their presentation.

Council Member Emig echoed the appreciation and noted her belief that the arts saved lives. She asked when the survey data would be available. Mr. Matejka responded they were actively working to compile the data and explained how it would be used.

Council Member Mwilambwe echoed appreciation to the speakers and noted his gratitude for the Not In Our School program. Mr. Matejka provided details on the youth-lead Not In Our School program.

The following item was considered:

Item 9.B. Presentation of the Bloomington Police Department's 2019 Annual Report, as requested by the Police Department.

Mayor Renner asked Police Chief Dan Donath to address the Council.

Chief Donath informed the Council that the 2019 Part 1 Uniform Crime Report statistics were overall 3% lower than previous years and listed the crimes included in the report. He stated all segments decreased apart from robberies and aggravated battery which increased. Chief Donath discussed each crime type, highlighted key information, and compared the 2019 numbers to a five-year average for Bloomington. He also suggested precautionary measures to citizens to reduce the chance of crime. Chief Donath highlighted driving under the influence (DUI) arrests had increased since 2018 and recognized that one officer accounted for 118 of the 349 DUI arrests. He reminded the public that DUI enforcement remained a high priority for the Police Department.

Chief Donath discussed Violent Crime Prevention Efforts and the partnership with City Life, a local organization. He explained the partnership created a framework for a conflict resolution program that supported local at-risk youth ages 11 to 16 years of age and that it included mentorship, leadership skills, employment and conflict resolution, and highlighted the results of the program. He concluded the presentation with the 2020 Department Goals.

Council Member Emig noted possible connections with Not In Our Town and Chestnut Health FUSE program. Chief Donath confirmed the connection and noted Chestnut Health Systems planned to start a new triage program in late March.

Council Member Crabill thanked Chief Donath and the Police Department for their service. He asked if staff noticed similar crime trends in other cities and for a comparison of DUI incidents on alcohol verses cannabis. Chief Donath responded affirmatively and noted Bloomington had significantly lower statistics than other cities of comparable size. He also explained that cannabis incidents were minimal and noted the addition of a local cannabis dispensary could increase the number of incidents.

Council Member Mwilambwe mentioned changes in recruitment and asked for more detail. Chief Donath responded that the department continued to place an emphasis on outreach and strong media presence.

Council Member Carrillo asked for details on the preventative measures expected for the upcoming year. Chief Donath stated the department would continue to work with City Life, who partnered with the high school and Boys and Girls Club. Council Member Carrillo asked if additional police cameras would be implemented in the community and inquired if the relationship between BPD and the Public Safety and Community Relations Board could improve. Chief Donath responded additional cameras would be implemented as necessary and stated current relationship was great and he hoped to see it expand.

Mayor Renner thanked Chief Donath and asked him to convey their appreciation to the department.

Finance Director's Report

City Manager Gleason informed the Council that the item had been added by mistake.

City Manager's Discussion

City Manager Gleason recognized Nikita Richards, Employment Coordinator, who received the Outstanding Service in Leadership Award from Treasurer Ferichs for Ms. Richards' service on the Illinois Council for Women and Girls at the State's Capitol.

City Manager Gleason pointed out the upcoming calendar of events and noted Water Conservation Month. He moved on to discuss the Coronavirus and the continued efforts staff took to stay informed, and where citizens could locate the most up-to-date information. City Manager Gleason mentioned his recent attendance to the OneVoice Conference in Washington, D.C. where he proposed the Hamilton Road and Bunn Street to Commerce Road project for Federal funding.

Mayor's Discussion

Mayor Renner thanked the City staff for their work on the budget and continued support on the COVID-19 situation. He informed the Council and the public that the City continued to actively seek information and discussed preventative measures.

Council Member's Discussion

Council Member Carrillo cancelled her next Community Council Meeting due to her health, but mentioned she was available by phone. She also encouraged the public to take precautions with regards to the Coronavirus.

Council Member Boelen reminded and public to practice personal hygiene in order to limit the potential for exposure to the Coronavirus.

Council Member Crabill noted a few events he attended in town that focused on women entrepreneurs. He also reminded the public of the March 28, 2020 meeting where he planned to discuss the proposed budget.

Executive Session - Cite Section

No executive session was held.

Adjournment

Council Member Black made a motion, seconded by Council Member Boelen, that the meeting be adjourned.

Motion carried (viva voce).

The meeting adjourned at 7:27 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 6.B

FOR COUNCIL: April 27, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$5,542,272.91, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$5,542,272.91 (Payroll total \$2,644,666.55, Accounts Payable total \$1,669,164.77, Bank Transfers total \$1,144,131.17, And Procurement Card Purchases total \$84,310.42).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:


F. Scott Rathbun, Finance Director

4/22/2020


Tara Henry, Legislative Assistant

4/22/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/9/2020	\$ 1,937,887.10	\$ 532,259.56	\$ 2,470,146.66
3/27/2020-4/8/2020	\$ 16,690.22	\$ 13,829.67	\$ 174,519.89
Off Cycle Adjustments			

PAYROLL GRAND TOTAL \$ 2,644,666.55

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
4/27/2020	AP General	\$ 1,402,851.77
4/27/2020	AP JM Scott	\$ 1,500.00
4/27/2020	AP Comm Devel	\$ 2,773.70
4/27/2020	AP IHDA	\$ 18,865.00
4/27/2020	AP Library	\$ 32,710.21
4/27/2020	AP MFT	\$ 30,061.29
4/17/2020	Out of Cycle	\$ 180,402.80
12/10/2019-4/13/2020	AP Bank Transfers	\$ 1,144,131.17
	AP GRAND TOTAL	\$ 2,813,295.94

PCARDS

Date Range	Total
3/1/2020-3/31/2020	\$ 84,310.42
PCARD GRAND TOTAL	\$ 84,310.42

TOTAL \$ 5,542,272.91

Respectfully,

F. Scott Rathbun
Director of Finance



RECOGNITION/APPOINTMENTS ITEM NO. 6.C

FOR COUNCIL: April 27, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Reappointments and Appointments to Various Boards and Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments and Re-Appointments be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: The Mayor of the City of Bloomington has nominated, and asks your concurrence in the appointment of:

Board of Fire & Police Commissioners: Levi Sturgeon to the Board of Fire & Police Commissioners. He will be filling a vacant position on the Board. Levi's term will be effective immediately and will expire 4-30-23, at which time he will be eligible to reapply. Application is on file in the Administration Office.

Human Relations Commission: Netia Carey to the Human Relations Commission. Netia's term will be effective 5-1-20 and will expire 4-30-23, at which time she will be eligible to reapply. Application is on file in the Administration Office.

Planning Commission: John Danenberger to the Planning Commission. John's term will be effective 5-1-20 and will expire 4-30-23, at which time he will be eligible to reapply. Application is on file in the Administration Office.

Property Maintenance Review Board: Kate Brunk to the Property Maintenance Review Board. Kate will be filling a vacant rental tenant position on the Board. Her term will be effective immediately and will expire 4-30-23, at which time she will be eligible to reapply. Application is on file in the Administration Office.

Noah Tang to the Property Maintenance Review Board. Noah will be filling a vacant rental tenant position on the Board. His term will be effective immediately and will expire 4-30-22, at which time he will be eligible to reapply. Application is on file in the Administration Office.

Transportation Commission: Elicsha Sanders to the Transportation Commission. Elicsha's term will be effective immediately and will expire 4-30-23, at which time she will be eligible to reapply. Application is on file in the Administration Office.

The Mayor of the City of Bloomington has nominated, and I ask your concurrence in the re-appointment of:

Building Board of Appeals: Jerry Kelleher to the Building Board of Appeals. Jerry is being reappointed to an additional three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Mark Holderby to the Building Board of Appeals. Mark is being reappointed to an additional three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Michael Raikes to the Building Board of Appeals. Michael was appointed in 2019 to fill a vacancy on the board with a term expiration of 4/30/20. He is being reappointed to a three-year term which will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

John Meek to the Building Board of Appeals. John is being reappointed to an additional two-year term. His term will be effective 5-1-20 and will expire 4-30-22. Application is on file in the Administration Office.

Larry Stevig to the Building Board of Appeals. Larry is being reappointed to an additional two-year term. His term will be effective 5-1-20 and will expire 4-30-22. Application is on file in the Administration Office.

John Weber to the Building Board of Appeals. John is being reappointed to an additional two-year term. His term will be effective 5-1-20 and will expire 4-30-22. Application is on file in the Administration Office.

Jeffrey Brown to the Building Board of Appeals. Jeffrey is being reappointed to an additional two-year term. His term will be effective 5-1-20 and will expire 4-30-22. Application is on file in the Administration Office.

Board of Fire & Police Commissioners: Ellen Schroeder-Concklin to the Board of Fire & Police Commissioners. Ellen is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Michael Rudicil to the Board of Fire & Police Commissioners. Michael is being reappointed to an additional three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Delos "Dean" Messinger to the Board of Fire & Police Commissioners. Dean is being reappointed to an additional three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Historic Preservation Commission: Lea Cline to the Historic Preservation Commission. Lea is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Georgene Chissell to the Historic Preservation Commission. Georgene is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Paul Scharnett to the Historic Preservation Commission. Paul is being reappointed to an additional three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Housing Authority Board: Barb Adkins to the Housing Authority Board. Barb is being reappointed to an additional five-year term. Her term will be effective 5-1-20 and will expire 4-30-25. Application is on file in the Administration Office.

Terrence Koch to the Housing Authority Board. Terrence is being reappointed to an additional five-year term. His term will be effective 5-1-20 and will expire 4-30-25. Application is on file in the Administration Office.

Human Relations Commission: Kiranmayi (Kiran) Konam to the Human Relations Commission. Kiran is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Gary McGinnis to the Human Relations Commission. Gary was appointed in 2018 to fill a vacancy on the board with a term expiration of 4/30/20. He is being reappointed to a three-year term which will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Rhonda Smith to the Human Relations Commission. Rhonda is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Planning Commission: Thomas Krieger to the Planning Commission. Thomas is being reappointed to an additional three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Mark Muehleck to the Planning Commission. Mark is being reappointed to an additional three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Property Maintenance Review Board: Robert Garcia to the Property Maintenance Review Board. Robert was appointed in 2018 to fill a vacancy on the board with a term expiration of 4/30/20. He is being reappointed to a three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Rodney Smithson to the Property Maintenance Review Board. Robert is being reappointed to an additional three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

John Capodice to the Property Maintenance Review Board. John is being reappointed to an additional three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Public Safety and Community Relations Board: Robert Bosquez to the Public Safety and Community Relations Board. Robert is being reappointed to an additional three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Janet Lancaster to the Public Safety and Community Relations Board. Janet is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Transportation Commission: John Corey to the Transportation Commission. John was appointed in 2019 to fill a vacancy on the board with a term expiration of 4/30/20. He is being reappointed to a three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic; however, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:



Billy Ryus, Deputy City Manager

4/20/2020



Tara Henry, Legislative Assistant

4/21/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 1B Board of Fire & Police Commissioners_Roster
- ADM 1C Building Board of Appeals_Roster
- ADM 1D Historic Preservation Commission_Roster
- ADM 1E Housing Authority Board_Roster
- ADM 1F Human Relations Commission_Roster

- ADM 1G Planning Commission_Roster
- ADM 1H Property Maintenance Review Board_Roster
- ADM 1I Public Safety Community Relations Board_Roster
- ADM 1J Transportation Commission_Roster

Board of Fire & Police Commissioners

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward
x		Thomas	Whalen - TY	04/30/20	2016	5/22/2017	7
x		Nicole	Brown - TY	04/30/20	2017	5/8/2017	8
x		Ellen	Concklin	04/30/20	2017	6/12/2017	1
x		Michael	Rudicil	04/30/20	2017	6/26/2017	4
x		"Dean"	Messinger	04/30/20	2011	3/13/2017	9
	Staff	Nikita	Richards				
	Staff	Nicole	Albertson				
	Staff	Angela	Fyans-Jimenez				
	Staff	Clay	Wheeler				
	Staff	Brian	Mohr				

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 5 members

Number of members the Mayor appoints: 5

Type: Internal

City Code:

Required by State Statute: Yes

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 1st Tuesday of each month at 4:00pm - City Hall Conference Room

Other: Per State Statute, no more than two members can be from the same political party.

If a member does not vote in a Primary, they are considered Independent.

Number of Vacancies: 2

Building Board of Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward
x	Plumbing	Jeffrey	Brown	04/30/20	2013	3/13/2017	NA
x	Plumbing	Jerry	Kelleher	04/30/20	2017	6/26/2017	4
x	HVAC	Mark	Holderby	04/30/20	2017	6/26/2017	1
x	CHAIR - Construction (Engineer)	John	Meek	04/30/20	2013	3/13/2017	9
x	At-Large	Michael	Gilmore	04/30/20	2017	3/13/2017	8
x	HVAC	Barbara	Page	04/30/20	2013	3/13/2017	8
x	Electrical	Michael	Raikes	04/30/20	2019	4/22/2019	4
x	Construction (Design Pro)	Larry	Stevig	04/30/20	2013	3/27/2017	9
x	Electrical	John	Weber	04/30/20	2013	8/28/2017	8
	Staff	Chris	McAllister				
	Staff	Mark	Huber				
	Staff	Robert	Coombs				

Details: web updated

Term: 3 years (4 years prior to 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 9 members

Number of members the Mayor appoints: 9

Type: Internal

City Code: Chapter 10, Section 23

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: Bi-annually on 1st Tuesday of the month and as needed, 1:30 p.m.

meeting notice will be given 48+ hours in advance - Blm City Hall Council Chambers

Number of Vacancies: 2

Number of Expired Board Members (Blm Appointments only): 0

Historic Preservation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward
x		Ann	Bailen	04/30/21	2015	04/23/18	4
x		Levi	Sturgeon	04/30/20	2014	03/13/17	3
x		Georgene	Chissell	04/30/20	2017	11/13/17	2
x	Chair	Lea	Cline	04/30/20	2016	03/13/17	6
x		John	Elterich	04/30/20	2009	03/27/17	6
x	Architect	Paul	Scharnett	04/30/20	2017	11/13/17	6
x		Sherry	Graehling	04/30/22	2012	04/22/19	4
		Katie Simpson					
	Staff	Joni	Gerard				

Details:

Term: 3 years (4 years prior to 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 7

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Thurs of each month at 5:00pm - Blm Council Chambers

Number of Vacancies: 2

Number of Expired Board Members (Blm Appointments only): 0

Number of Expired Board Members Eligible for Reappointment:

Housing Authority Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward
x		Arthur	Haynes	04/30/24	04/22/19	2015	6
x	Vice Chariman	Terrence	Koch	04/30/20	05/11/15	2013	4
x	Chair	Barb	Adkins	04/30/20	05/11/15	1995	7
x		Memuna	Lee	04/30/21	05/23/16	2015	8
x	Resident	Betty	Middleton	04/30/22	08/12/19	2019	7
	Contact	Jeremy	Hayes				

Details:

Term: 5 years

Term Limit per City Code: City Code does not apply

Members: 5 members

Number of members the Mayor appoints: 5

Type: Internal

City Code: Chapter 2, Section 30

Required by State Statute: Yes

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 4th Tues of each month at 4:00pm - Housing Authority Office

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 0

Number of Expired Board Members Eligible for Reappointment: 0

Human Relations Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First	Appointment Date	Ward
x		Kiranmayi (Kiran)	Konam	04/30/20	2014	03/27/17	8
x		Raymond	West	04/30/20	2019	02/25/19	7
x		Gary	McGinnis	04/30/20	2018	02/26/18	8
x		Anthony	Jones	04/30/21	2016	04/23/18	4
x	Chair	Rhonda	Smith	04/30/20	2011	03/27/17	3
x		Suresh	Krishna	04/30/22	2013	04/22/19	8
x		Ky	Ajayi	04/30/22	2019	04/22/19	3
	Staff	Michael	Hurt				
	Staff	Nicole	Albertson				

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 7

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 2nd Wed of each month at 5:00pm - Council Chambers

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 0

Number of Expired Board Members Eligible for Reappointment: 0

Planning Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward
x	Southeast	Eric	Penn	04/30/21	2016	04/23/18	1
x	Southeast	Megan	McCann	04/30/21	2018	03/12/18	4
X	Southeast	David	Stanczak	04/30/22	2012	04/22/19	8
x	Southeast	Thomas	Krieger	04/30/20	2017	11/27/17	5
Chair - X	Southeast	Megan	Headean	04/30/21	2015	04/23/18	1
x	Northeast	Mark	Muehleck	04/30/20	2017	10/23/17	9
x	Southwest	Justin	Boyd	04/30/22	2016	04/22/19	6
x	Northeast	Kevin	Suess	04/30/20	2014	03/27/17	4
x	Northeast	John	Protzman	04/30/20	2014	03/13/17	9
Vice Chair - X	Northeast	Tyson	Mohr	04/30/21	2018	04/09/18	8
	Staff	Katie	Simpson				
	Staff	Izzy	Rivera				

Details:

Term: 3 years (4 years prior to 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 10 members

Number of members the Mayor appoints: 10

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 2nd and 4th Wed of each month at 4:00pm - Council Chambers

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 0

Number of Expired Board Member Eligible for Reappointment: 0

Property Maintenance Review Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date
x	Tenant	Brittany	Mitchell	4/30/17	2016	07/25/16
x	Contractor	Mark	Fetzer	4/30/22	2013	04/22/19
x - Chair	Large Landlord	John	Capodice	4/30/20	2011	03/13/17
x	Citizen At Large	Robert	Garcia	4/30/20	2018	02/26/18
x	Small Landlord	Rodney	Smithson	4/30/20	2016	03/27/17
x	Contractor	Kelby	Cumpston	4/30/21	2018	05/14/18
x	Tenant	Mark	Williams	4/30/19	2013	04/11/16
	Staff	Carey	Snedden			
	Staff	Bob	Mahrt			

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 7

Type: Internal

City Code: Chapter 45, Section 1000.0

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 4th Thurs of January, April, July & October at 4:00pm - Council Chambers, members given 48 hour:

Number of Vacancies: 2

Number of Expired Board Members (Blm Appointments only): 0

Public Safety and Community Relations Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward
x		William	Bennett	04/30/21	2017	04/23/18	3
x		Robert	Bosquez	04/30/20	2017	10/23/17	7
x		Surena	Fish	04/30/21	2017	04/23/18	6
x		Janet	Lancaster	04/30/20	2017	10/23/17	1
x		Sally	Rudolph	04/30/20	2017	10/23/17	1
x		Arthur	Taylor	04/30/22	2017	04/22/19	8
x		Jeffery	Woodard	04/30/22	2017	04/22/19	9
	Staff	Nora	Dukowitz				
	Staff	Clay	Wheeler				

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 7

Type: Internal

City Code: Ordinance 2017-57; Chapter 35, Article IV

Required by State Statute: No

Intergovernmental Agreements: None

Meetings: 2nd Wednesday of each month at 3:30pm - Location Varies

Quarterly Meetings: 6:00 pm - Location Varies

Number of Vacancies: 1

Number of Expired Board Members: 0

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes: Commission formed 7-24-17

Transportation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward
x		John	Corey	04/30/20	2019	09/09/19	
x		Angela	Ballantini	04/30/21	2017	04/23/18	7
x		Edward	Breitweiser	04/30/22	2019	08/12/19	4
x	Chair	Maureen (Reenie)	Bradley	04/30/21	2017	04/23/18	3
x	Vice Chair	Jill	Blair (Diaz)	04/30/20	2017	08/14/17	8
x		Adam	Heenan	04/30/20	2019	04/22/19	4
x		Rickielee	Benecke	04/30/21	2019	09/09/19	1
	Staff	Phil	Allyn	Traffic Engineer			

Details:B

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 7 members (additional member added 11/26/18 Council Meeting) (reduced to 7 at 6-24-19 Council Meeting)

Number of members the Mayor appoints: 7

Type: Internal

City Code: Ordinance 2017-49; Chapter 29, Section 300, Article XXVIII

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014:

Meetings: 3rd Tuesday of each month, 4pm, Council Chambers

Number of Vacancies: 2

Number of Expired Board Members: 0

Number of Expired Board Members Eligible for Reappointment: 0



CONSENT AGENDA ITEM NO. 6.D

FOR COUNCIL: April 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the purchase of one (1) Vactor 2100i Sewer Cleaner from COE Equipment of Rochester, IL, using the Sourcewell Contract (# 122017-FSC, exp. 2/20/2022) and the Purchase of one (1) International HV607 Truck from Rush Truck Center of Normal, IL, using the State Contract (#19-416-CMS-BOSS4-P-8607, exp. 6/2/2021), in the amount of \$462,287.05 for both pieces to build a single vehicle and; (2) authorization to dispose of 2007 International 7400 (Unit S42) as a trade-in for credit of \$34,000 resulting in a net cost to the City of \$428,287.05, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchases and Trade-in be approved.

STRATEGIC PLAN LINK:

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2c. Functional, well maintained sewer collection system
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the purchase of a sewer cleaner truck that is due for replacement this fiscal year. The vehicle must be purchased in two pieces and built as a single vehicle. Staff is recommending the purchase of one Vactor 2100i Sewer Cleaner from COE Equipment of Rochester, IL, using the Sourcewell Contract and the Purchase of one International HV607 Truck from Rush Truck Center of Normal, IL, using the State Contract, in the amount of \$462,287.05 for both pieces and; City staff be authorized to trade-in a 2007 International 7400 which is valued at \$34,000 and would be a credit against the total price of the new Vactor 2100i Sewer Cleaner. It should be noted that, since these vehicles are specialized, they are not a viable fit for a local bidding process.

The current unit, S42, is used daily for the 30-60-90-day sewer cleaning program in problem areas of the City. The unit is used for emergency sewer main cleaning when there are backups in citizens' homes caused by unexpected City main issues. It is equipped with a lateral line cleaning kit that jets out small sewer lines, removes tree roots and debris clogging pipes, and cleans pipes for the City's camera truck as part of the sewer line inspection program.

This unit is located in the Storm Water Division of Public Works. It is a 2007 International 7400 that is 13 years old with 71,045 miles and 10,516 hours. The maintenance cost to date for this unit is \$291,216.15. Recent areas of issue with the chassis include engine exhaust, automatic transmission replacement, rear suspension springs, air system, alternator, batteries, HVAC system, and air tanks rusted through. Recent issues with the body include

the front hose reel main pivot bearing, hose spool mechanism, router hose replacement, holding tank locking system, rear door seal, and boom pipe worn through.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because it allows for routine maintenance on sewers and sewer backups in the main line. Additionally, it is used for safety when the Water Division is excavating around utilities such as electric lines, gas mains, and fiber optics. The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available, given there may be a need to use fund reserves within fund balance guidelines.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

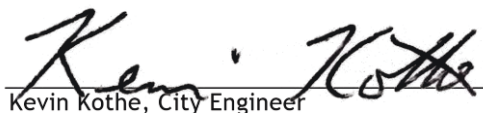
FINANCIAL IMPACT: Public Works Department has budgeted \$560,320.00 for the purchase of the unit. The total cost of the unit is \$428,278.05 after trade credit and will be paid using the Capital Lease-Capital Outlay Licensed Vehicle account (40110141-72130) for Storm Water. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 87 and 92.

COMMUNITY DEVELOPMENT IMPACT: 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.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:



Kevin Kothe, City Engineer

4/13/2020



Carla Murillo, Procurement Manager

4/17/2020



Chris Tomerlin, Budget Manager

4/20/2020



Jeffrey R. Jurgens, Corporation Counsel

4/20/2020



Tara Henry, Legislative Assistant

4/22/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- PW 1B Proposal_S42 Sewer Cleaning Truck Replacement 04272020

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ■ P. 217.498.7200 ■ F. 217.498.7205 ■ www.coe-equipment.com

Serving Illinois & Missouri Since 1986 ■ All Sewer Cleaning & Vacuum Excavation Equipment



Presents a Proposal Summary

of the



2100i

Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis

for

**City of Bloomington
336 South Main Street
Bloomington, IL 61701**

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About Coe Equipment (Background, years in business and business team)

Coe Equipment Incorporated is a distributor of sewer cleaning and municipal equipment to cities and contractors throughout Illinois and Missouri. Our team includes over 115 years of combined experience, and over \$500,000 in parts availability. In addition to selling new and used equipment, we also repair all makes and models of sewer cleaning and vacuum equipment. Coe Equipment has been the Vactor Manufacturing, Inc. local manufacturer's representative for over 33 years, since 1986. Coe Equipment has four field technicians and three mechanics certified to work on Vactor equipment. Our warranty and service facility is located in Rochester, IL.

Vactor Manufacturing is the leading manufacturing of sewer cleaners and catch basin cleaners, jetters, industrial vacuum loaders and vacuum excavation equipment featuring innovative technology and custom-configurable designs. Originally founded in Chicago in 1911 as the Myers-Sherman Company, Vactor has been creating and perfecting sewer cleaning equipment for over 100 years. Vactor is located on 20 acres with 245,000 square feet of manufacturing space under one roof in Streator, Illinois and is ISO 9001:2008 and ISO 14001:2004 certified.

Municipal Agencies Using Proposed Solution

Approximately 80% of our service area uses the proposed solution, and approximately 50% of the industry nationwide uses the proposed solution.

Location and Contacts

Coe Equipment, Inc. is headquartered in Rochester, IL. Primary contact information for Coe Equipment is provided below:

Coe Equipment, Inc.
5953 Cherry Street
Rochester, IL 62563
Contact: Dave Brockman Northern Illinois Field Representative
Phone: 217-494-0284
Fax: 217-498-7205
Email: david@coe-equipment.com
Office hours: 7:30 AM – 6:00 PM, Monday - Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Vactor Manufacturing is headquartered in Streator, IL. Primary contact information for Vactor Manufacturing is provided below:

Vactor Manufacturing, Inc.
1621 S. Illinois Street
Streator, IL 61364
Contact: Tom Sybilrud, Midwest Sales Representative
Phone: 612-991-1746
Email: tsybilrud@fsepg.com
Office hours: 9:00 AM – 5:00 PM, Monday – Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Proposal Specifications

Order Qty	Part Number	Description
1	2115-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 15 yrd Debris, Combo
1	2017P	Additional Water, 1500 Gal Total (15 yrd)
1	3002PSTD	Vacuum, Single Engine - Dual Stage Fan
1	5002PA	80 GPM/2500 PSI
1	009PSTD	Control Panel Box
1	011PSTD	Aluminum Fenders
1	012PSTD	Mud Flaps
1	014PSTD	Electric/Hydraulic Four Way Boom
1	016PSTD	Color Coded Sealed Electrical System
1	019PASTD	Intuitouch Electronic Package
1	020PSTD	Double Acting Hoist Cylinder
1	025PASTD	Handgun Assembly
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030PSTD	Flexible Hose Guide
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045PSTD	Suction Tube Storage - 4 Pipe
1	046PSTD	1" Nozzle Pipe
1	048PSTD	10' Leader Hose
1	1001PSTD	Flat Rear Door w/Hydraulic Locks
1	1005PSTD	Dual Stainless Steel Float Shut Off System
1	1024PSTD	Debris Body Vacuum Relief System
1	1031PSTD	Debris Deflector Plate
1	1033PSTD	60" Dump Height
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator
1	2011PSTD	3" Y-Strainer at Passenger Side Fill
1	2022PSTD	Additional Water Tank Sight Gauge
1	2023PSTD	Liquid Float Level Indicator
1	3019PSTD	Digital Water Pressure Gauge
1	4006PSTD	Joystick Boom Control
1	4010PSTD	Boom Hose Storage, Post for 10 x 15 RDB
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011PSTD	3" Y-Strainer @ Water Pump
1	5012PSTD	Performance Package
1	5014PSTD	1" Water Relief Valve
1	5015PSTD	Midship High Pressure Coupling
1	5019PSTD	Chassis Engine Cooling Package
1	5022PSTD	Side Mounted Water Pump
1	6005PDSTD	Digital Hose Footage Counter
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract
1	6009PSTD	Hose Reel Chain Cover
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
1	6017PSTD	Hydraulic Tank Shutoff Valves
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter
1	7003PSTD	Water Pump Hour Meter
1	7004PSTD	PTO Hour Meter
1	7005PSTD	Hydraulic Oil Temp Alarm
1	8000PSTD	Circuit Breakers

1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn
1	9002PSTD	Tow Hooks, Front
1	9002PSTD	Tow Hooks, Rear
1	9003PSTD	Electronic Back-Up Alarm
1	S390BSTD	7" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	1003P	Debris Body Washout
1	1007P	6" Rear Door Butterfly Valve, 3:00 position
1	1009P	Internally Mounted Trash Pump w/Screen
1	1009PD	Full Rear Door Swinging Screen
1	1014P	Centrifugal Separators (Cyclones)
1	1015PG	Folding Pipe Rack, Curbside, 7" Pipe
1	1015PAB	Folding Pipe Rack, Streetside, 7" Pipe
1	1015PBK	Fixed Rear Door Pipe Rack, 7" Pipe
1	1022P	Rear Door Splash Shield
1	1023P	Lube Manifold
1	1023PA	Plastic Lube Chart, included with Lube Manifold
1	3020P	Digital Water Level Indicator
1	3021P	Debris Body Level Indicator
1	4016P	180 deg. 10' x 15' Rapid Deployment Boom
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
1	4013PB	Rotatable Boom Inlet Hose, 10 x 15 RDB
1	4020P	Anti Splash Valve
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM
1	5021PC	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
1	5023P	Fan Flushout System
1		600' x 1" Shark Sewer Hose 3000 PSI in lieu of STD
1	6004PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller
1	6014P	High Pressured Hose Reel
1	6019P	Rodder Pump Drain Valves
1	8001PB	Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
1	8002P	Hand Light w/Bumper Plug
1	8020PL	14 Light Package, 14 Federal Signal Strobe Lights, LED
1	8028P	Worklights (2), LED, 10 x 15 RDB
1	8029PA	Worklight, LED, Operators Station
1	8029PC	Worklight, LED, Curb Side
1	9021PB	Camera System, Front, Rear and Both Sides
1	9023PA	Safety Cone Storage Rack - Post Style
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
1	9070PB	Long Handle Tool Storage
1	9071PE	Toolbox, Behind Cab - 16w 30h x 96d
1	9072PB	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
1	9075PA	Toolbox, Driver Side Subframe, 60w x 20h x 12d
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base
1	P124STD	Vactor 2100i Body Decal, Standard
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer

1	Chassis- Mod	Chassis Modifications Charges
1	PSIT370A-E	Supplied Chassis, Tandem Axle, 2021 International HV607 6x4, 370 HP, Auto, 66,000 GVWR, GHG
1	6012P	Lateral Cleaning Kit w/ 200' Hose and Nozzle, 25 GPM/2000PSI

Module Paint Match Cab - No

Module Paint Color - Grey

Module Paint Color Code - V0429 (PPG 35935)

Cab Color - White

Chassis Options:

2021 International HV607 6x4, Cummins 370 HP, 66,000 GVWR, Allison 3000 RDS Automatic Transmission

Total Delivered Price*

Sales price with delivery and training:	\$378,351.73
2021 International 6x4 HV607 Chassis:	\$99,921.66
Less Sourcewell Member #25014 Discount, Contract #122017-FSC:	(\$15,995.34)
Trade In - 2007 Vactor, S/N 07-03V-10375, Mounted on Chassis:	(\$34,000.00)
Total:	\$428,278.05

Price includes delivery, on-site operator training, and factory training class admission.

Title, and license are in addition to the unit price.

Price valid until April 30th, 2020.

Payment Terms: NET

*Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer-supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. Trade-in requires title, manual, standard accessories, must pass state and DOT inspection, and should be in good working order.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

Customer

Customer Representative

Date

Coe Equipment, Inc.

Company

David Brockman

Company Representative: David Brockman

March 30th, 2020

Date

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX, Series and Jetters</u>	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
<u>2100 Series and HXX only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - Vactor Rodder Pump on all unit serial numbers starting with 13-##V-####

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR/GUZZLER MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

12-13-2012

THIS CHANGES EVERYTHING.



AGAIN.

VACTOR® 2100i

Coe Equipment
i.c.

5953 Cherry Street • Rochester, IL 62563
Ph. (217) 498-7200 • Fax (217) 498-7205
www.coe-equipment.com
sales@coe-equipment.com

THE NEW VACTOR® 2100i. SIMPLY BETTER.



intuitive. intelligent. innovative. individualized. incomparable.

These words describe the new Vactor 2100i. Add it all together and you have a machine that combines proven performance with a new level of simplicity and ease. With an emphasis on ergonomics, Vactor has engineered an array of innovations that together speeds work, reduces fatigue on your operators, and lets them focus on the work in front of them, not the machine behind them. Among the host of innovations you'll find on the 2100i are:

- New IntuiTouch™ single in-cab control screen for PTO/Transfer Case Activation that is as simple as pushing a button
- New IntuiTouch operator control station that features a singular, adjustable control panel for operator ease and comfort during all sewer cleaning functions
- New 7" easy-to-read screen at the operator's station to monitor critical data from the sewer cleaning system and chassis
- New optional wireless controls, including updated belly pack and handheld remotes featuring a view screen for monitoring key operational functions when working away from the truck
- New optional RDB 1015™ Rapid Deployment Boom telescopes out 10 feet and extends the debris hose down 15 feet minimizing the need for additional tubes, speeding and easing set-up and tear-down

The new 2100i is truly the evolution of a revolution that is not just easier to operate...it's easier on the operator

VACTOR 2100i.

INTUITIVE IN EVERY WAY.

New IntuiTouch™ one-touch in-cab controls redefine simplicity

- 7" touch screen control features backlit tactile buttons
- Includes controls and viewing screen for camera, lighting, recirculation and PTO/Transfer case activation
- One-Touch engagement to activate PTO and transfer case – allowing operators to gain control of all operational systems
- Operator can view the current operating mode, recirculation status, flows, pressures and more



New IntuiTouch control station puts all cleaning system functions into a single, simple control panel

- Articulating controls with up/down adjustment for individualized maximum comfort – articulation allows the control panel to adjust on a 90 degree arc for better access and screen visibility while operating the hose reel and boom
- All controls are consolidated into a single control panel including a 7" dashboard screen with glove-friendly tactile buttons featuring at-a-glance data for water pressure and flow, hose footage, chassis RPM, vacuum information, water level*, debris tank level* and more



IntuiTouch ™

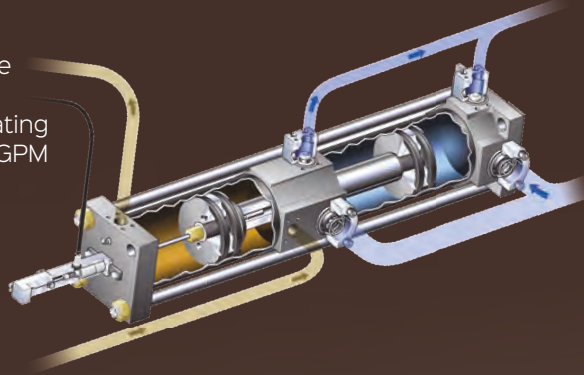
- New, reliable touch buttons with backlit feedback enable the operator to know if a selected function is active
- The new hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- The boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Operators have full control of the water system via a single Multi-Flow control dial – enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment

*Optional equipment

UP AND DOWN, FRONT AND BACK THE VACTOR 2100i OFFERS YOU GREATER OPERATING EASE AND EFFICIENCY.

- JetRodder® Water Pump

- Uniquely designed for sewer cleaning, the JetRodder Water Pump provides smooth continuous flows through its entire operating range – ranges available from 0 to 100 GPM and pressures up to 3000 PSI
- Easily activated, powerful “Jackhammer” action for long runs or difficult blockages
- The slow movements of its five moving parts make the Vactor JetRodder pump the industry leader in longevity and carefree maintenance



- Vactor's Multi-Flow system lets operators set the flow at a lower rpm resulting in better fuel economy without sacrificing performance
- Vactor's unique air-routing and filtration system get the work done faster, safer, and more productively
- All water valves are located in the same mid-ship control station, reducing the amount of walking back and forth around the truck by the operator
- The quieter engine design, high ground clearance, lower water fill point, and twist-and-lock pipe restraints enhance the operator experience
- The hose reel can telescope out up to 15 inches and rotate up to 270° for optimal positioning
- Vactor's water tank system is designed and built with high quality, high-strength light weight aluminum for maximum capacity and maintaining a low center of gravity – the tanks feature superior corrosion resistance and are backed by a 10-year standard warranty
- Unique Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck
- Standard 60 inch (1524 mm) high dump enables you to unload debris into roll-offs up to 5-feet (1.524 m) high without requiring a lift or ramp

VACTOR®
2100i





IntuiTouch articulated controls put controls within comfortable reach, allowing operators to better focus on their work



Vactor's centrifugal cyclones* are designed and located to improve air filtration and permit easier cleaning

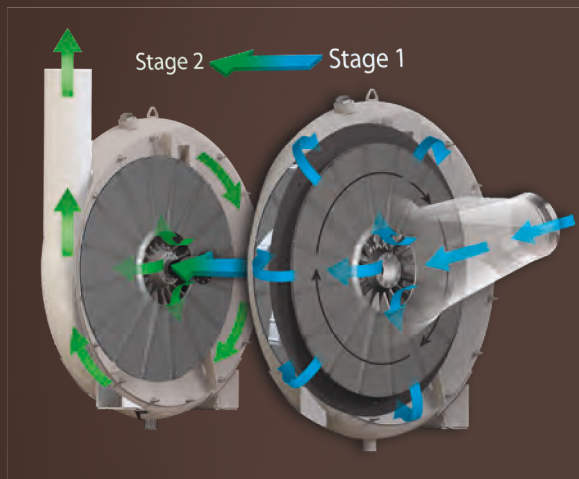
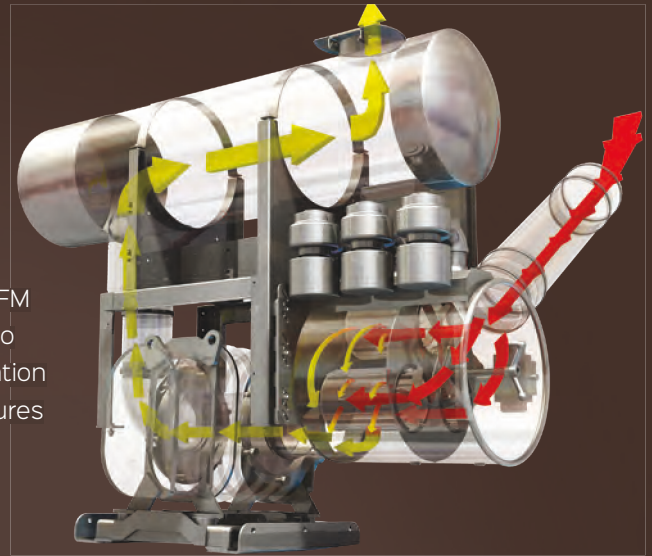


*Optional equipment

THE VACTOR 2100i COMES IN THE CONFIGURATIONS YOU NEED.

Our Positive Displacement (PD) model is ideal for pulling material long distances

With blower offerings providing inlet volumes in excess of 5000 CFM and 18 Hg vacuum, the Vactor 2100i PD is the machine you need to tackle your deepest pulls. In addition, our multi-stage blower filtration system is the most productive of its kind, and unique design features make the 2100i the most operator friendly unit available.



For all around service, choose a single engine, single or dual stage fan model

Vactor's fan system is the right choice for all-around sanitary and storm sewer cleaning. Whether equipped with a single or dual (for greater vacuum) fan system, our lightweight, perfectly balanced aluminum fan provides superior performance to handle your toughest jobs. Our unique system also minimizes energy consumption while maximizing performance.

Our water recycling model saves thousands of gallons of clean water every shift

Simple to operate, our self-cleaning system offers significant advantages:

- Absolute water filtration to 100 micron particle sizes eliminates most abrasive particles to protect the water pump, hoses, nozzles, and sewer lines
- 5-stage filtration system combines settling, centrifugal separation and absolute filtration to 100 microns
- Simultaneous operation recycles water while cleaning lines
- No moving parts in the body or tanks
- Never a need to enter a body or tank to maintain the system components



CUSTOMIZE YOUR 2100i WITH PERFORMANCE DRIVEN OPTIONS.

Our RDB 1015 Rapid Deployment Boom **RDB 1015™**

Our revolutionary new boom telescopes 10 feet out and extends the debris hose down 15 feet speeding work, and, in many cases, eliminating the need for additional tubes, reducing operator fatigue. The RDB 1015 offers you:

- Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- Reach greater depths without raising the position of the boom to enhance speed and efficiency
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths



New wireless controls

Vector has enhanced its wireless controls with new belly pack and handheld remotes that feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the fixed operator station
- Multiple control functions including hose reel control, boom control, e-stop and more



Over 100 precision-engineered enhancements are available, including:

- Cold weather recirculation system
- Liquid debris pump-off system
- Debris flush-out system
- Fail-safe hydraulic door locking system
- Water tank capacity up to 1,500 gallons (5,678 L)
- Pump delivery system up to 120 gpm
- Hose reel capacity up to 1,000 ft. (305 m)
- Automatic hose level wind guide
- Safety warning lighting packages
- Hydro-Excavation Kits

Demo the new Vector 2100i today.
Visit Vector.com to find your local dealer.

THE NEW VACTOR 2100i

Performance you expect from a proven leader.



For nearly half a century, Vactor® Manufacturing has been the leader in building combination sewer cleaners that offer innovations and design advantages that drive productivity, enhance operator performance and security, and bring operations large and small greater economy and efficiency. With the new Vactor 2100i, we have once again raised the bar, bringing you a new level of operating ease and greater control.

More than a manufacturer, Vactor offers you customized solutions featuring unmatched quality and backed by powerful support. When the rain is falling and the water is rising, Vactor is the brand you can trust.

Coe Equipment C.

5953 Cherry Street • Rochester, IL 62563

Ph. (217) 498-7200 • Fax (217) 498-7205

sales@coe-equipment.com

www.coe-equipment.com

VACTOR®

Subsidiary of Federal Signal Corporation

2100i.vactor.com

Vactor Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 USA

Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some products shown with optional equipment. Vactor®, JetRodder®, IntuiTouch™, RDB 1015™, and ParkNClean® are registered trademarks of Vactor Manufacturing. This product may be covered by one or more United States Patents and/or pending patent applications. See: www.vactor.com/ patents. Vactor is a subsidiary of Federal Signal Corp. Federal Signal is listed in the NYSE by the symbol FSS.

Effective Date 2/18

P/N 00107-F

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HV607 SBA

Sales Proposal For:

Coe Equipment, Inc.

Presented By:

RUSH TRUCK CENTERS

Prepared For:

Coe Equipment, Inc.
 Scott Ostrowski
 5953 Cherry St.
 Rochester, IL 62563-8078
 (217)498 - 7200
 Reference ID: City of Bloomin

Presented By:

RUSH TRUCK CENTERS
 Christopher S Wilson
 3441 Gatlin Road
 Springfield IL 62707 -
 (217)718-2220

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2021 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Sewer Vac
MISSION:	Requested GVWR: 66000. Calc. GVWR: 66000 Calc. Start / Grade Ability: 17.25% / 1.90% @ 55 MPH Calc. Geared Speed: 72.5 MPH
DIMENSION:	Wheelbase: 262.00, CA: 194.90, Axle to Frame: 71.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2017, 370HP @ 2000 RPM, 1250 lb-ft Torque @ 1400 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L G296 MSA (GOODYEAR), 468 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 262.00 Wheelbase, 194.90 CA, and 71.00 Axle to Frame.
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LLK	BUMPER, FRONT Omit Item
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4XCC	AIR TANK LOCATION (2) Stacked, Outside Right Rail, Back of Cab, Perpendicular to Rail
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4

<u>Code</u>	<u>Description</u>
7BEV	AFTERTREATMENT COVER Steel, Black
7BKS	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WAE	RAIN CAP with Single Exhaust, Non-Bright Finish
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
7WDT	TAIL PIPE (1) Straight Type
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8TKD	STOP, TURN, TAIL & B/U LIGHTS Omit Item, Does Not Omit Cable to End of Frame, DOES NOT INCLUDE LICENSE PLATE LIGHT
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box
8VAY	HORN, ELECTRIC Disc Style
8VUV	BATTERY BOX Omit, Batteries to be Mounted Temporarily, Body Builder to Supply Battery Box
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

<u>Code</u>	<u>Description</u>
8WNH	RUNNING LIGHT (2) Daytime
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel
8XKY	USB PORT (1) Located in the Instrument Panel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10BAE	LABEL, DEF "DEF ONLY"
10WWP	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension, for Tire Size 425/445
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EHY	ENGINE, DIESEL {Cummins L9 370} EPA 2017, 370HP @ 2000 RPM, 1250 lb-ft Torque @ 1400 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler

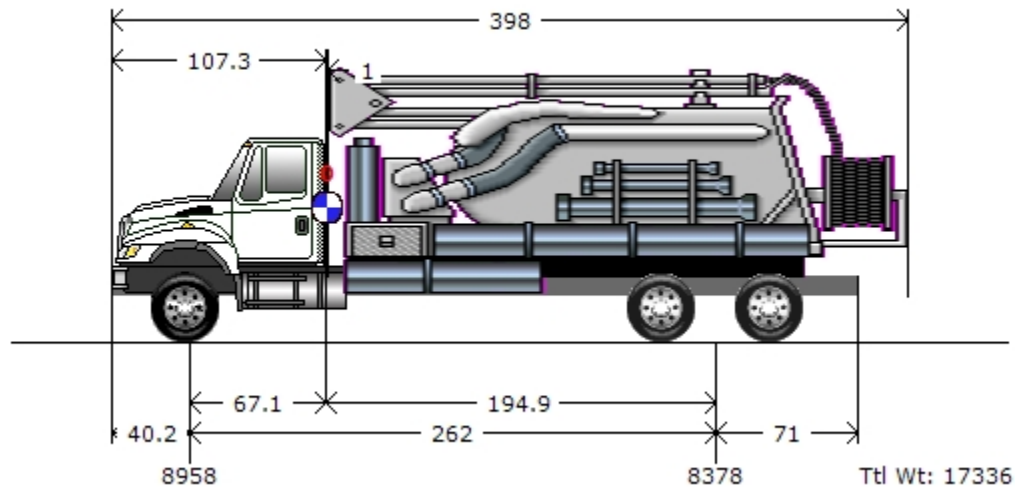
<u>Code</u>	<u>Description</u>
	<u>Includes</u>
	: DEAERATION SYSTEM with Surge Tank
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
	: RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VHJ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2020
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WUN	ENGINE WATER COOLER Auxiliary, Supply and Return Connections for Customer Installed Cooler Package, Located Inside Right Frame Rail Under Cab
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUH	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); Airport Refueler, Sewer Evac
13WVW	NEUTRAL AT STOP OMIT
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GRR	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, 200 Wheel Ends . Gear Ratio: 5.38
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LLP	LOCATION FUEL/WATER SEPARATOR Mounted Inside Left Rail, Back of Cab
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor
15SJR	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster

<u>Code</u>	<u>Description</u>
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16VZB	SEAT BELT COMFORT CLIP
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7372138102	(8) TIRE, REAR 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
7752668113	(2) TIRE, FRONT 425/65R22.5 Load Range L G296 MSA (GOODYEAR), 468 rev/mile, 68 MPH, All-Position
OBD001	MISCELLANEOUS 1MBN SPCECIAL FRAME PIERCING Additional Holes for Vactor Guzzler Manufacturing Co. 2100 Plus Product

<u>Code</u>	<u>Description</u>
OBD002	MISCELLANEOUS 1UBU CROSSMEMBER, INTERMEDIATE LOC Relocated for Driveshaft, Special for Vactor Guzzler 2100 Plus Product
OBD003	MISCELLANEOUS 13TBA TRANSMISSION, AUX., RELOCATED Jack Shaft at Front Flange, Pin Center 92" Back of Cab; with Minus 3 Degree Angle

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40KLZ	SERVICES, TOWING {Navistar} Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components.
All weights are represented in lbs.

Truck		Body/Trailer		Chassis/Empty Weights	
Bumper to Axle	(BA) 40.2	Body Length	(BL) 290	Tractor Front Axle:	8,958
Wheelbase	(WB) 262.00			Tractor Rear Axle:	8,377
Axle to Frame	(AF) 71.00				
Axle to Back Cab	(ABC) 67.1				
Cab to Axle	(CA) 194.9				
Usable CA	194.9				
CA Reduction Adjustment	0.00				
Fuel-Diesel(Gals)	0				
DEF(Gals)	0				

Before the Cab			Cab			Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
									1	0	0			

Loads		Weight Distribution	
Payload Weight:	0	Total Front Axle:	8,958
Driver:	0	Total Rear Axle:	8,378
Fuel-Diesel(Lbs):	0	Total Weight:	17,336
DEF(Lbs):	0		

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	Truck		Total
	Front	Rear	
<u>Chassis Weight</u>			
Chassis Weight:	8,958	8,377	17,335
Fuel:	0	0	0
DEF:	0	0	0
Empty Body:	0	1	1
(Curb Weight):	8,958	8,378	17,336

Loads

Payloads:	0	0	0
Driver:	0	0	0
Axle Totals (Gross Weight):	8,958	8,378	17,336

Weight Ratings

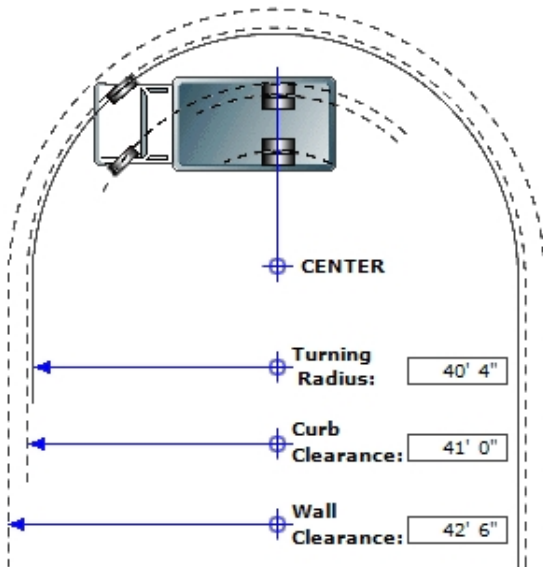
	Truck	
	Front	Rear
Axle(axle capacity)	20,000	46,000
Tire(tire capacity)	22,800	46,720
Suspension(suspension capacity)	20,000	46,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")
Wheel Combination	Load	Limit
1 - 3	17,336	54,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 66,000 - Gross Vehicle Weight(GVW) 17,336 = 48,664 Reserves

Weight Summary

* Distributed weights are within capacity limits



Series: HV
Model: HV607
Description: HV607 SBA
Model Year: 2021

Calculation Factors

Wheelbase: 262
Front Axle: 0002ARY
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-20-133A}
Wide Track, I-Beam Type, 20,000-lb Capacity
Front Wheel: 0027DUN
Description: WHEELS, FRONT, {Accuride 29807} DISC; 22.5x12.25
Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm
BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
Front Tire: 07752668113
Description: TIRES, 425/65R22.5 Load Range L G296 MSA
(GOODYEAR), 468 rev/mile, 68 MPH, All-Position
Steering Gear: 0005PTB
Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

Turning Radius StatisticsGeneral Information

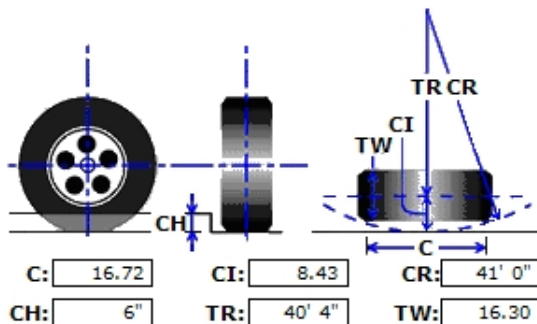
Inside Turn Angle: 39 Degrees
Radial Overhang: 26

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71

Turning Radius - Curb View

C - Curb Contact Length: 16.72
CI - Curb Clearance Increment: 8.43
CR - Curb Clearance Radius: 41'0"
CH - Curb Height: 6"
TR - Turning Radius: 40'4"
TW - Tire Width: 16.30



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.



CONSENT AGENDA ITEM NO. 6.E

FOR COUNCIL: April 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of one (1) Bobcat T7400 Compact Track Loader From Bobcat of Bloomington, IL, using the Sourcewell Contract (#040319-CEC, exp. 5/21/2023), in the amount of \$64,512, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2b. Quality water for the long term
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval to purchase one Bobcat T7400 Compact Track Loader from Bobcat of Bloomington, IL, using the Sourcewell Contract (040319-CEC, exp. 5/31/2023), in the amount of \$64,512.

The Water Transmission and Distribution Division of Public Works has a 2006 Toyota forklift that is due for replacement this fiscal year. This unit is used at the Division Street facility to unload and load supplies and materials for maintenance and repair of the water distribution system and meter services.

Since this unit was purchased in 2006, it has been found that the forklift is unable to travel off hard road surfaces so supplies must be unloaded with a backhoe. This causes scheduling difficulties for backhoe digs. The new unit will have the benefit of being able to be used at job sites to backfill, level surfaces and unload materials off-road. The new unit will allow for routine lifting and transporting of heavy materials at the Division Street facility and on job sites, moving pallets of goods from one place to another, and placing materials on shelving units for storage. Additionally, the Bobcat Compact Track loader will be used for cleanup on job sites and snow removal.

Staff requests the replaced unit be declared surplus and be sold on public auction at publicsurplus.com where it is expected to bring \$700.00.

Seeking to maintain consistency, focus on efficiency, and leverage operational experience of staff, Public Works is recommending the purchase of the Bobcat brand track loader. The City owns Bobcat brand equipment in several Departments, staff is familiar with their operation, existing City owned attachments are interchangeable with the proposed model, and Fleet

stocks replacement and repair parts. In addition, Public Works utilized a demonstration unit and was able to determine the proposed model will be able to perform all task desired by the department. Also, it should be noted that the local Bobcat dealer, through the Sourcewell Contract, will be providing the unit.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because it replaces a current unit that is inadequate for tasks that it needs to accomplish to be effective.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

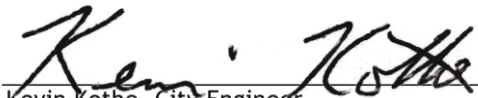
FINANCIAL IMPACT: This item is included in the FY 2020 Budget at \$64,890.00. The cost of the unit is \$64,512.00 and will be paid by the Water Transmission-Capital Outlay Licensed Vehicle account (50100120-72130). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 92 and 117.

COMMUNITY DEVELOPMENT IMPACT: 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.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, City Engineer

4/13/2020


Carla Murillo, Procurement Manager

4/16/2020


Chris Tomerlin, Budget Manager

4/16/2020


Jeffrey R. Jurgens, Corporation Counsel

4/20/2020


Tara Henry, Legislative Assistant

4/22/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Quote_Rough Terrain Forklift 04272020

Print: _____ **Sign:** _____ **Date:** _____



CONSENT AGENDA ITEM NO. 6.F

FOR COUNCIL: April 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a Spatial Watershed Assessment Management Model (SWAMM) Online for the Watershed Management Update project, through the Watershed Conservation Intergovernmental Agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District, in the amount of \$50,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2b. Quality water for the long term
- Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending the approval of the Purchase of SWAMM Online from McLean County Soil and Water Conservation District (McLean County SWCD) for the Watershed Management Update project. This project is part of the Watershed Conservation Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean, and McLean County SWCD, approved by Council on July 23, 2018.

The Department is updating the Watershed Management Plan, as required by the Illinois Environmental Protection Agency (IEPA). The plan will be used to inform and direct the City of Bloomington on how to maintain current efforts while also creating and instituting new Best Management Practices (BMP) to aid in improving the quality of water entering Lakes Bloomington and Evergreen.

In 2018, Council approved a cost/share commitment for an IEPA 319(h) grant application. In 2019, the City of Bloomington and the McLean County SWCD were awarded the 319(h) grant, and Council approved releasing the approved cost/share funds at the September 23, 2019, meeting (Regular Agenda Item #8B). McLean County SWCD, through the Intergovernmental Agreement between the City of Bloomington, Town of Normal, McLean County, and McLean County SWCD, hired Northwater Consulting to develop the Watershed Management Plan.

The Watershed Management Plan is data-driven and supported by existing monitoring and data collection efforts. Therefore, the continuation of these efforts is critical to the success of the plan. The City of Bloomington has excelled for decades in the collection and analysis of lake and watershed data. The watershed plan will use this information to generate actionable measures that will generate measurable improvements in water quality.

The data that has been previously collected through internal staff efforts, as well as the data previously collected by ISU for the Understanding and Monitoring Local Water Quality program, will be incorporated into a formal and robust database and used to calibrate a map-based water quality pollutant loading model (SWAMM) that is being built to support the plan update. The database project is being developed concurrently under a separate contract. Future monitoring data collected by both the City of Bloomington and ISU will be uploaded into this database and used to support ongoing watershed efforts.

Separate from the database, SWAMM Online is an extension and enhancement to the water quality model (SWAMM). This standalone online system is a custom, web-based software that will enable the City of Bloomington and the McLean County SWCD to explore maps and spatial data from the watershed plan, analyze nutrient and sediment loading generated with SWAMM, perform cost-benefit analysis, and evaluate and track management scenarios to reduce nutrient and sediment delivery to the lakes. The SWAMM Online interface allows for the use of the watershed GIS data and the water quality or pollutant load model (SWAMM) without the need for ESRI ArcMap software or knowledge of GIS. SWAMM Online will enhance the management of watershed improvements and allow for more efficient targeting and tracking of conservation practices. Furthermore, it will encourage broader use of the watershed management plan currently under development.

The SWAMM Online software will include, at a minimum, the following interactive map layers:

- ✧ Nutrient generation mapping (phosphorus, nitrogen)
- ✧ Sediment generation mapping
- ✧ Existing and proposed/recommended BMPs
- ✧ Soils
- ✧ Custom Land use
- ✧ Tillage
- ✧ Septic systems
- ✧ Water quality monitoring locations
- ✧ LIDAR topography / shaded relief
- ✧ Lake shoreline erosion severity and loading
- ✧ Watershed boundaries
- ✧ Roads
- ✧ Township/Range/Section
- ✧ Other custom map layers developed to support the watershed plan

Standard SWAMM Online functionality will include:

- ✧ Mapping portal to explore all areas within the watershed and toggle various datasets
- ✧ Ability to estimate nutrient and sediment loads from user delineated areas
- ✧ Ability to evaluate the effectiveness of BMPs for user delineated areas

- ✦ Ability to save proposed and completed practices into the system
- ✦ Management dashboard to see total loadings and visualize BMPs and progress towards reductions goals
- ✦ Ability to perform a cost-benefit analysis on proposed BMPs using pre-defined or custom unit costs

The City of Bloomington has been at the forefront of watershed management, due to the successful partnerships created between the City, the McLean County SWCD, ISU, and others, like Northwater Consulting. The decades of data collected by the City and our partners, particularly ISU, will be incorporated into the new Watershed Management Plan and used to guide future implementation and the measurement of success.

SWAMM Online will aid the City of Bloomington to build upon the following past successes due to our expiring watershed management plan. Using these plans, the City of Bloomington, Mclean County SWCD, and other groups have been successful with implementing projects to address sources of impairment of water quality in our reservoirs that were identified in the original watershed plans, including:

- ✦ Stabilizing shorelines - more than 7,000 feet of highly erodible shoreline have been stabilized (approximately \$130,000 in grants from IEPA Priority Lake and Watershed Improvement Program, Illinois Department of Agriculture and Reservoir Fishery Habitat Partnership grants).
- ✦ Stabilizing stream banks - approximately 5,000 feet of eroding streambank was stabilized at T2 and T3 in the Evergreen Lake watershed (approximately \$100,000 Conservation Innovation, Reservoir Habitat Partnership and Prairie Community Foundation grants).
- ✦ Expanding buffers, filter strips and grass waterways along agricultural land (ongoing effort with McLean County SWCD and the United States Department of Agriculture Natural Resources Conservation Service).
- ✦ Promoting the use of cover crops to prevent nutrient loss and soil erosion from farm fields (\$96,759 IEPA 319(h) grant; ongoing effort with Mclean County SWCD).
- ✦ Increasing public education addressing urban issues that affect the watershed - “Your Water, Your Future” (\$90,000 IEPA 319(h) grant, Mclean County SWCD, ISU).
- ✦ The City of Bloomington has created successful partnerships with various organizations for scientific research, which enables the City of Bloomington to understand how our watershed areas behave and react to environmental factors such as storm events, tile flow and nutrient loading. ISU and the University of Illinois have been integral in gathering the necessary data that will be used to update the Watershed Plans.
- ✦ The Lake Bloomington watershed has been selected for a National Water Quality Initiative Pilot program from the United States Department of Agricultural-Natural Resources Conservation Service. A customized watershed assessment and outreach plan has been developed for the Lake Bloomington watershed. Producers and landowners in the watershed can now apply for financial assistance to install a variety of conservation practices that improve water quality, decrease soil erosion and enhance wildlife habitat.
- ✦ The Evergreen Lake T-3 wetland project was constructed in 2012 on a one-acre parcel. The project was fully funded by the City of Bloomington.
- ✦ The Lake Bloomington Coke wetland was constructed in 2015 on a one-acre parcel. The project was funded by Coca-Cola Company in the amount of \$25,000. The

project included monitoring equipment that the University of Illinois monitors for water quality.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because it will continue the implementation of the IEPA required Watershed Management Plan update.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Soil and Water Conservation District; Illinois State University.

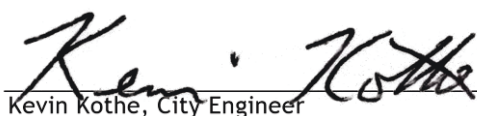
FINANCIAL IMPACT: This item is included in the FY 2021 Budget. If approved, a budget transfer to move \$50,000 from the Lake Maintenance-Other Professional & Technical Services account (50100140-70220) to the Lake Maintenance-Capital Outlay Office & Computer Equipment account (50100140-72120) will be processed. Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 88.

COMMUNITY DEVELOPMENT IMPACT: 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.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, City Engineer

4/14/2020


Chris Tomerlin, Budget Manager

4/15/2020


Jeffrey R. Jurgens, Corporation Counsel

4/20/2020


Tara Henry, Legislative Assistant

4/22/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 3B Proposal_SWAMM Online Watershed Management Software 04272020
- PW 3C SWAMM Information_SWAMM Online Watershed Management Software 04272020
- PW 3D IGA_SWAMM Online Watershed Management Software 04272020
- PW 3E COLI_SWAMM Online Watershed Management Software 04272020

Jackie Kraft
Watershed Coordinator
McLean County SWCD
402 N Kays Drive
Normal, IL 61761

Dear Ms. Kraft:

Northwater Consulting is pleased to submit this proposal to develop Spatial Watershed Assessment and Management Model (SWAMM) Online for the McLean County Soil and Water Conservation District (SWCD) and the City of Bloomington; Lake Bloomington and Evergreen Lake Watersheds. As previously discussed with City staff and the McLean County SWCD, the interface will enhance the management of watershed improvements and allow for more efficient targeting and tracking of conservation practices. Furthermore, it will encourage broader use of the watershed management plan currently under development. The proposal herein includes the launch of the customized software, licensing and support for two-years upon final launch.

SWAMM Online is a custom web-based software that enables users to explore maps and spatial data from the watershed plan, analyze nutrient and sediment loading, perform cost-benefit analysis, and evaluate and track management scenarios to reduce nutrient and sediment delivery to the lakes. The interface allows for use of the watershed GIS data and watershed pollutant load model without the need for ESRI ArcMap software or knowledge of GIS.

If you find this proposal to be acceptable, the executed copies of this letter shall set forth the contractual elements of this agreement and constitute an agreement between the McLean County SWCD (MCSWCD) and Northwater Consulting (NORTHWATER).

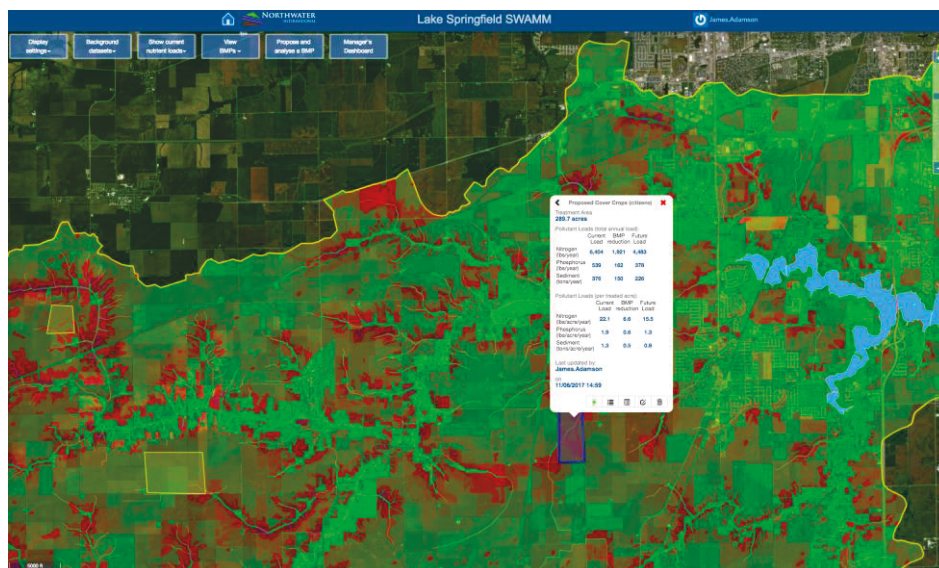


Figure 1 - Screenshot of SWAMM Online

Scope of Services

1.0 SWAMM Online

1.1 License & Customization

The SWAMM software will include, at a minimum, the following interactive map layers:

- Nutrient generation mapping (phosphorus, nitrogen).
- Sediment generation mapping.
- Existing and proposed/recommended Best Management Practices (BMPs).
- Soils.
- Custom Landuse.
- Tillage.
- Septic systems.
- Water quality monitoring locations.
- LIDAR topography / shaded relief.
- Lake shoreline erosion severity and loading.
- Watershed boundaries.
- Roads.
- Township/Range/Section.
- Other custom map layers developed to support the watershed plan.

Standard SWAMM functionality will include:

- Mapping portal to explore all areas within the watershed and toggle various datasets.
- Ability to estimate nutrient and sediment loads from user delineated areas.
- Ability to evaluate the effectiveness of BMPs for user delineated areas.
- The ability to save proposed and completed practices into the system.
- Management dashboard to see total loadings and visualize BMPs and progress towards reductions goals.
- Ability to perform a cost-benefit analysis on proposed BMPs using pre-defined or custom unit costs.

Up to 5 SWAMM user accounts and 2 SWAMM organization group types are to be included:

- Up to 5 individual accounts with access to all data.
- The MCSWCD and 1 additional admin account with administrative access to all data.

Feedback and Customizations

- The SWAMM software will be rolled out to the MCSWCD and City, and an in-person tutorial will be provided to introduce the software and its use. We will also use this opportunity to solicit candid feedback that will be used towards considering customizations.
- After a 30-day period, we will solicit feedback from the users and analyze their usage of the software based on web-analytics. After a review of the feedback and analytics, we will determine the feasibility of implementing requested or desired functionality or customizations.

- One software development “Sprint” is budgeted to accommodate feature or usability requests made during the customization period. A Sprint refers to a focused two-week period of software programming, and the scope of work and desired outputs will be decided upon between the City and Northwater.

1.2 – Security

- SWAMM operates a sophisticated user account system. Permission to view, modify or share data can be granted or restricted by the data owners, or a super-user account for each organization.
- Organizations can share data with specific users only, or with all users from a specific organization, or make the data publicly available.
- Each organization can set the level of interaction the public has with any dataset.
- All communication between users and SWAMM is encrypted.

1.3 – Maintenance and Support

Our proposal includes maintenance and hosting of the SWAMM platform for a period of 2 years from delivery of the software. This covers:

- Web server hosting costs and database backups.
- Unlimited number of existing and proposed/recommended BMPs in the database.
- Application of necessary software and security patches to keep the website live.
- Lost and forgotten password functionality for user accounts.

The following items would be available for an additional fee:

- Application of optional software upgrades that may be available now or in the future.
- Updating of base layers, mapping or project data, including future custom BMP unit costs.
- User training or help desk service (although we do work hard to make this unnecessary).
- Development of user-requested tools not detailed in this proposal.

Compensation

Compensation is outlined below:

A lump sum not to exceed fee is **\$50,000 USD**. Billing will occur monthly based on percentage complete.

Schedule

The schedule for SWAMM Online rollout is contingent on the watershed plan development which is being performed under a separate contract. We estimate 6 to 8 weeks is necessary to launch SWAMM Online once the pollution load model is approved and other GIS-based data associated with the watershed plan is available. The process to go through launch, training, user trials and customization is approximately 18-weeks. The software license will be valid for 2-years upon the final launch.

Project Week	Activity
Week 1	Pollution load model completed and approved for integration into SWAMM Online
Week 1 – 8	Customization and development of SWAMM Online
Week 9	Launch software and setup user accounts
Week 9-10	Training & demonstration
Week 9 – 13	30-day use period
Week 14 – 17	Feedback and customization 'sprint'
Week 18	Final launch

*two-year software license starts upon final launch

What we need from the SWCD and City?

Engagement and feedback

We work hard to keep fees low and value high. One way we make this happen is by making our design work available early and easily. We encourage you to regularly visit and use our site once it is initially launched, and highlight both the good and bad aspects of your experience early.

This gives us time to correct and evolve the platform into something you'll love and use regularly once the final launch occurs. The difference with web development is that it is much easier for users to interact with the product early, whereas this is obviously difficult for hardcopy reports or physical infrastructure designs.

The 30-day development is extremely important and we encourage the SWCD and City to invest staff resources and encourage partners to engage with and use the system.

Lots of data

The more data you can provide, the more likely we can build a compelling story about the watershed and the great work that is being done. We can't promise that all the data you provide will make it into the final interface, but the more options we have, the more room we can use to innovate a brilliant user experience and achieve goals.

By default, we will treat all data provided by you as confidential, unless we specifically agree in writing that it is fit for publication through the interface.

Miscellaneous Contractual Items

We will initiate services promptly upon the SWCD acceptance of this proposal.

Payment terms are net 30-days. Northwater reserves the right to withhold results and deliverables resulting from subsequent payment delays. Delayed payments may also affect the project schedule.

This document represents an agreement and understanding between the McLean County SWCD and Northwater. This agreement, and all questions relating to its formation, validity, interpretation and performance, shall be governed by the laws of the State of Illinois, USA.

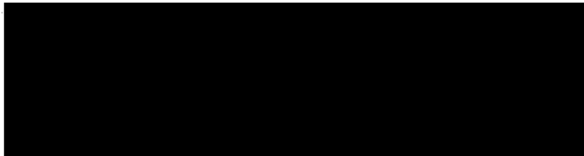
If the terms of this agreement are found to be satisfactory, please sign this proposal and agreement in the space provided below and return one scanned copy to our office via email.

If you have any questions, do not hesitate to call with any questions that you may have. Jeff can be reached at 217.725.3181 or by email at jeff@northwaterco.com.

Sincerely,
NORTHWATER Consulting



James K. Adamson, PG
Principal Hydrogeologist



Jeff Boeckler
Principal Water Resource Specialist

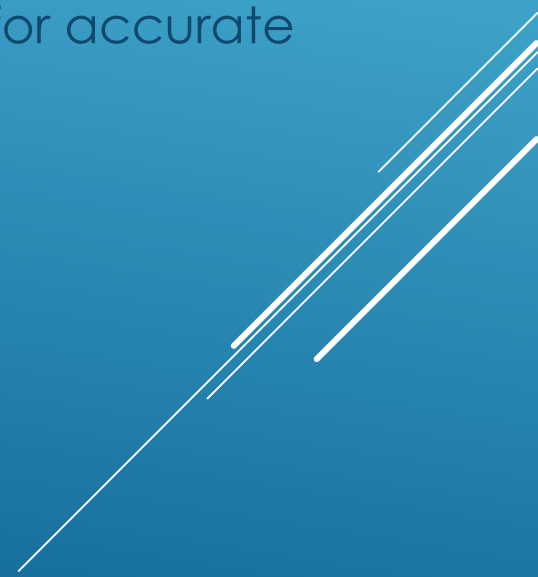
Accepted For:
McLean County SWCD

By: _____

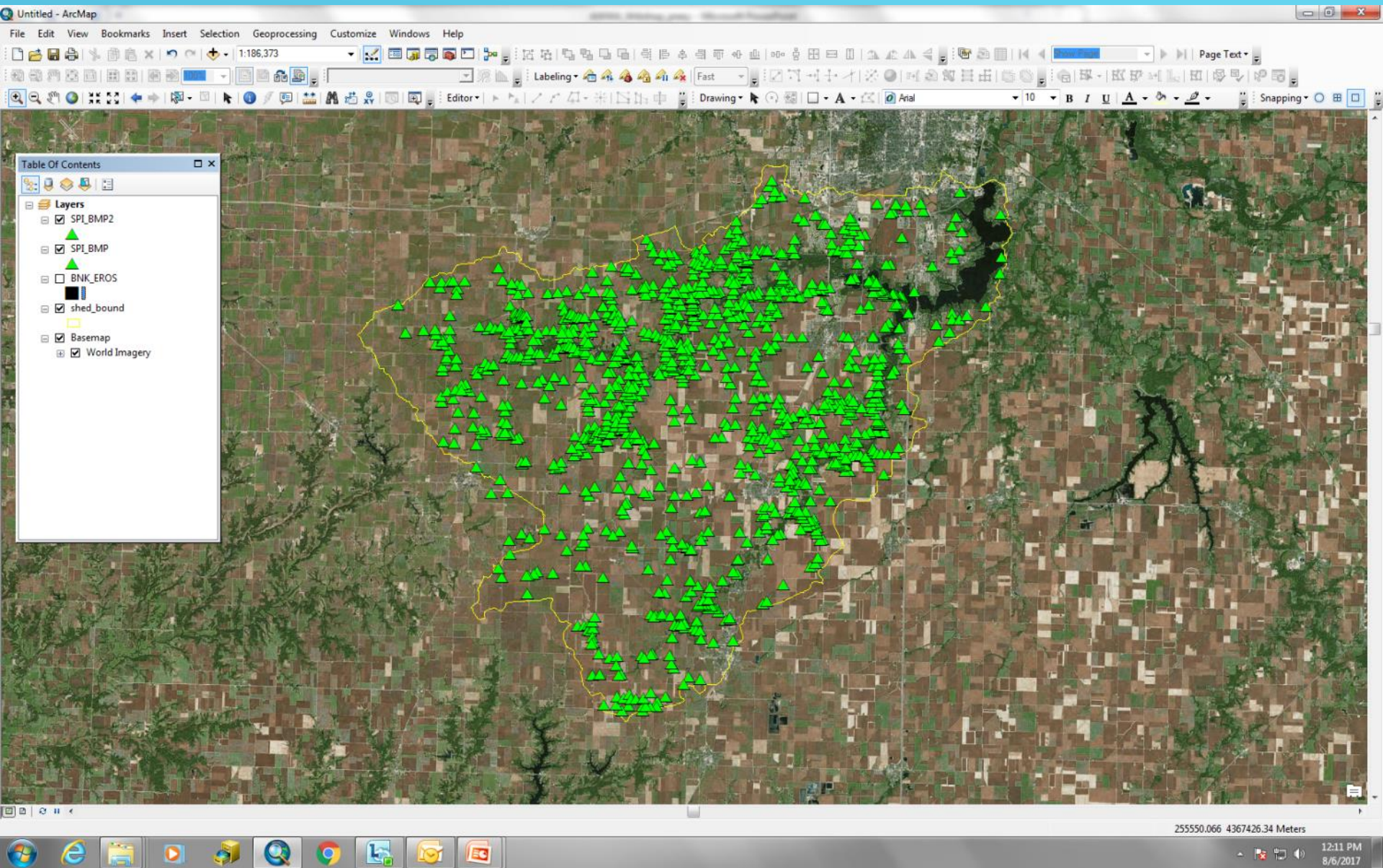
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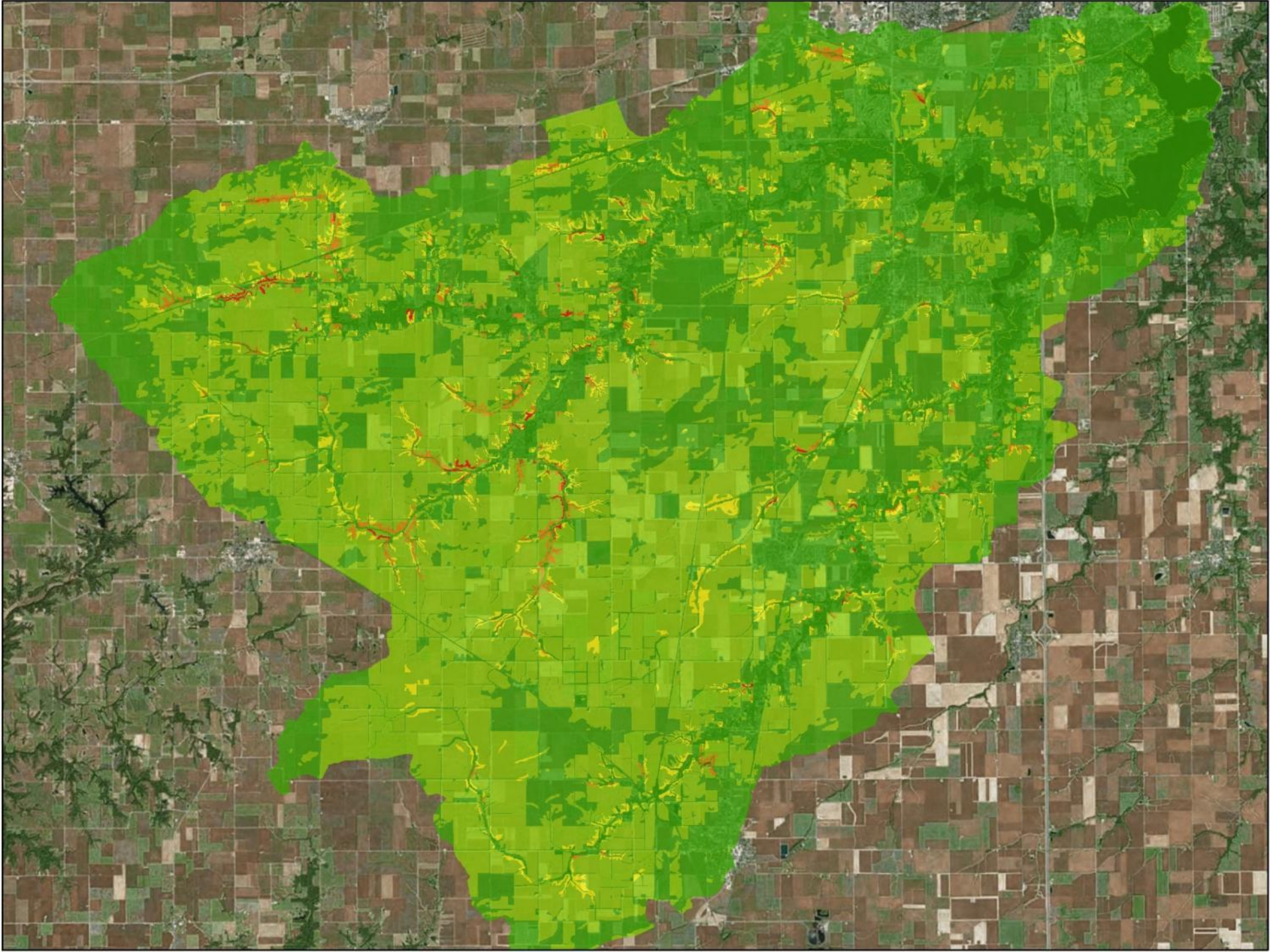
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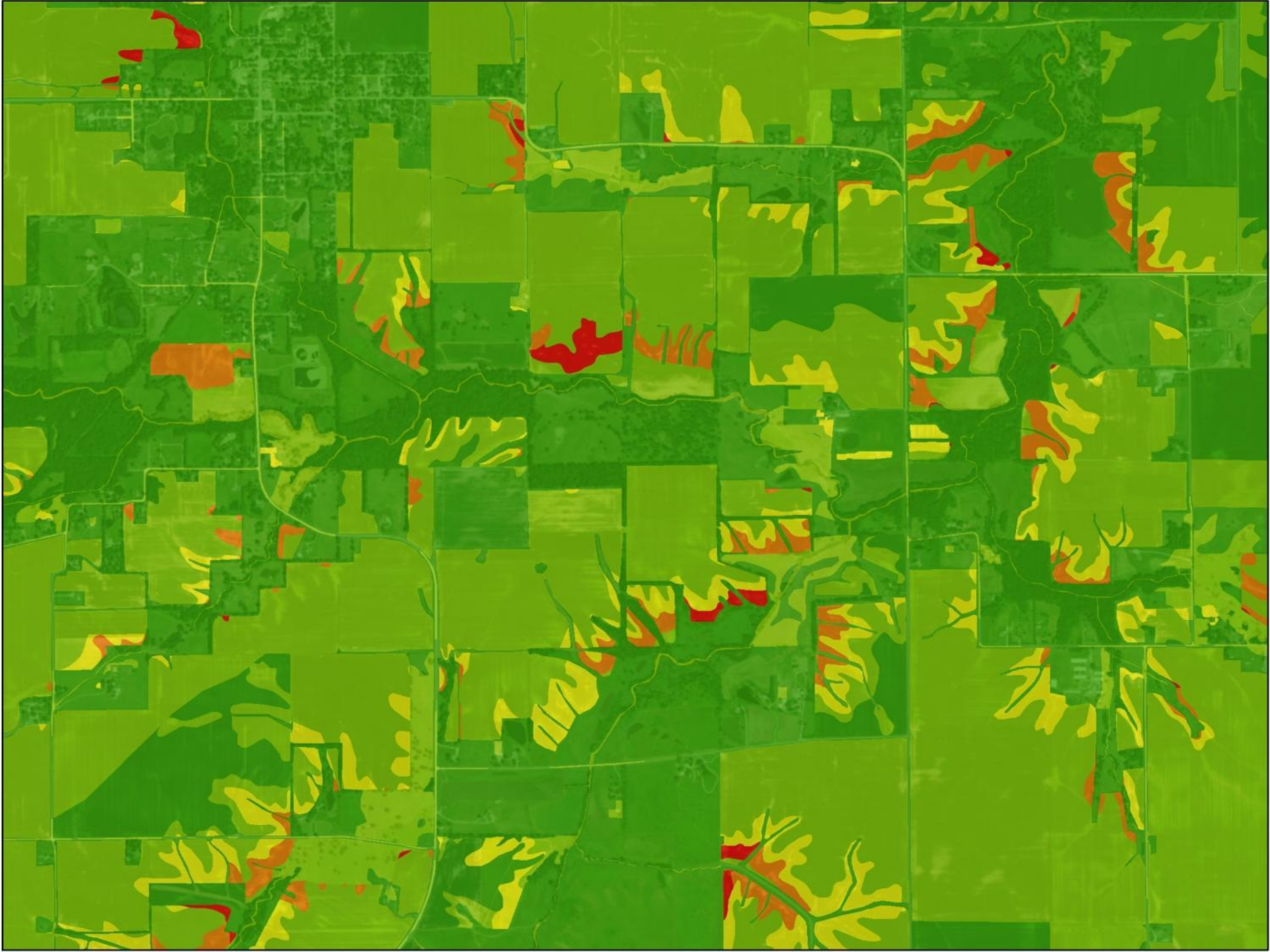
WATERSHED LOADING MODEL - SWAMM

- ▶ Spatially explicit GIS based nonpoint source model
 - ▶ Shares characteristics with other models such as SWAT and pLoad except:
 - ▶ Can evaluate loading at the field level
 - ▶ Can evaluate the exact placement of treatment practices
 - ▶ Can be visualized in map format
 - ▶ It is relatively simple, relying on good input data for accurate outputs rather than complicated equations
 - ▶ Easy to perform needed analysis
 - ▶ Load allocation and load reductions
 - ▶ ID critical loading zones
- 
- A series of white diagonal lines of varying lengths and thicknesses are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.

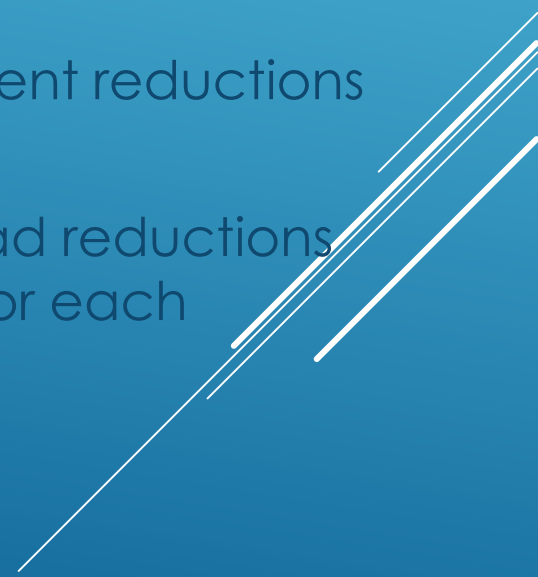








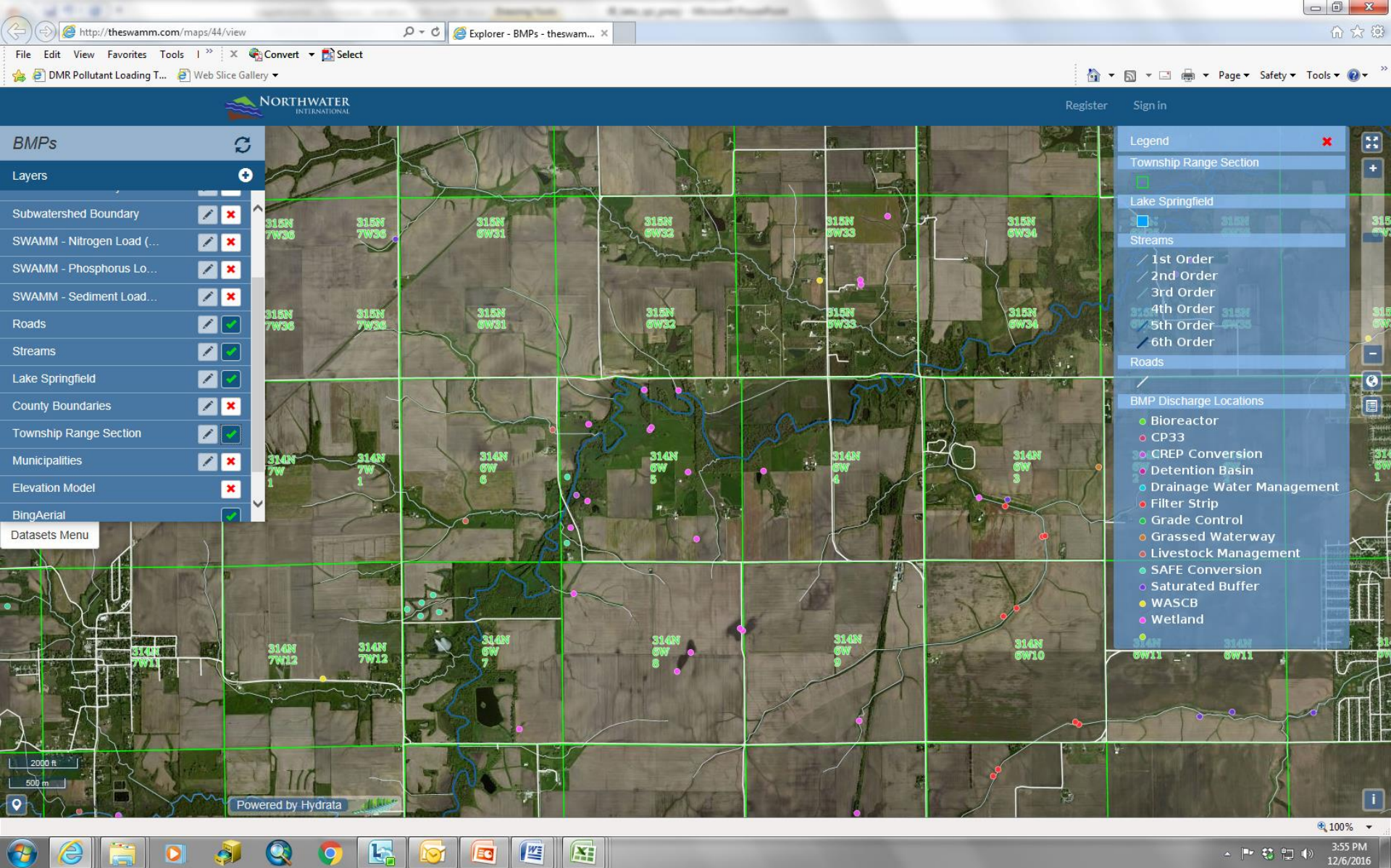
WEB-BASED WATERSHED MANAGEMENT SYSTEM

- ▶ Better collaborate and track progress toward meeting water quality goals
 - ▶ Focus outreach to producers in the geographic areas where the resource concern exists
 - ▶ Select the specific conservation practice that will best address the issue
 - ▶ Accurately calculate both sediment and nutrient reductions that will result from implementation
 - ▶ Assist in prioritizing practices based on their load reductions resulting in the greatest return on investment for each conservation dollar spent
- 
- Several white lines of varying lengths and angles are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.

WEB-BASED WATERSHED MANAGEMENT SYSTEM

▶ Key Components

- ▶ Secure
- ▶ Ability to navigate to the location of practices identified in the watershed plan an
- ▶ Ability to view, navigate, and query base map layers such as
- ▶ Ability to view and query sites experiencing the greatest potential soil and nutrient loss, calculate expected load reductions from proposed practices, and evaluate the effects of different practices
- ▶ A management dashboard with the ability to set numerical water quality targets and track progress
- ▶ Ability to add the status of a particular project and its attributes
- ▶ Ability to generate custom reports and quantify outcomes.



Interactive watershed management tool

Lake Springfield - SWAM

Secure | https://theswamm.com/maps/4/view

Apps Lake Springfield SW Lake Springfield SW Google Welcome! - SWAM

NORTHWATER INTERNATIONAL Lake Springfield Jeff Boeckler

Manage display Background datasets Analysis datasets View BMPs Propose and analyse a BMP

Soils

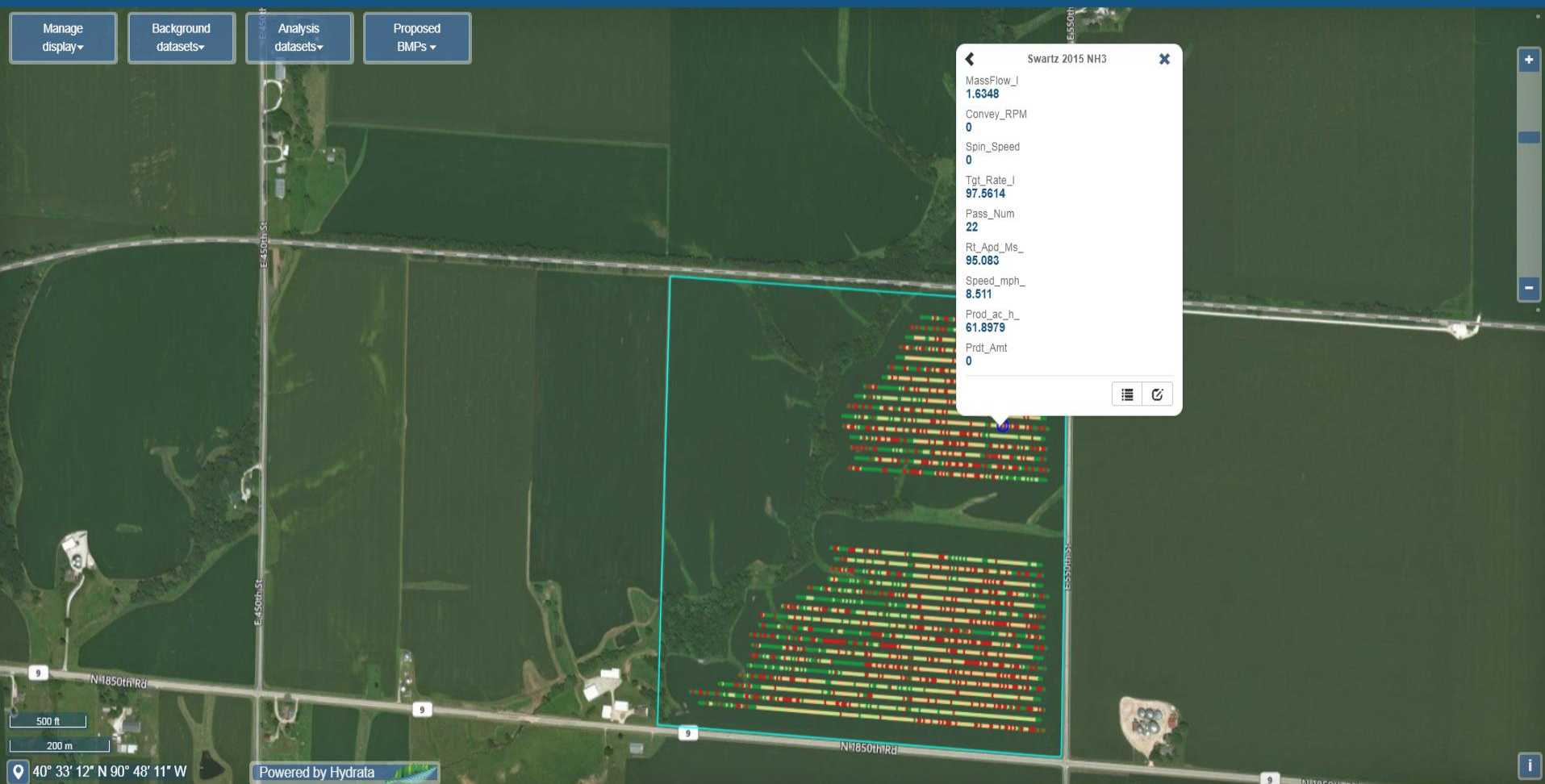
Name
Hartsburg silty clay loam, 0 to 2 percent slopes
Highly Erodible Land (HEL)?
N

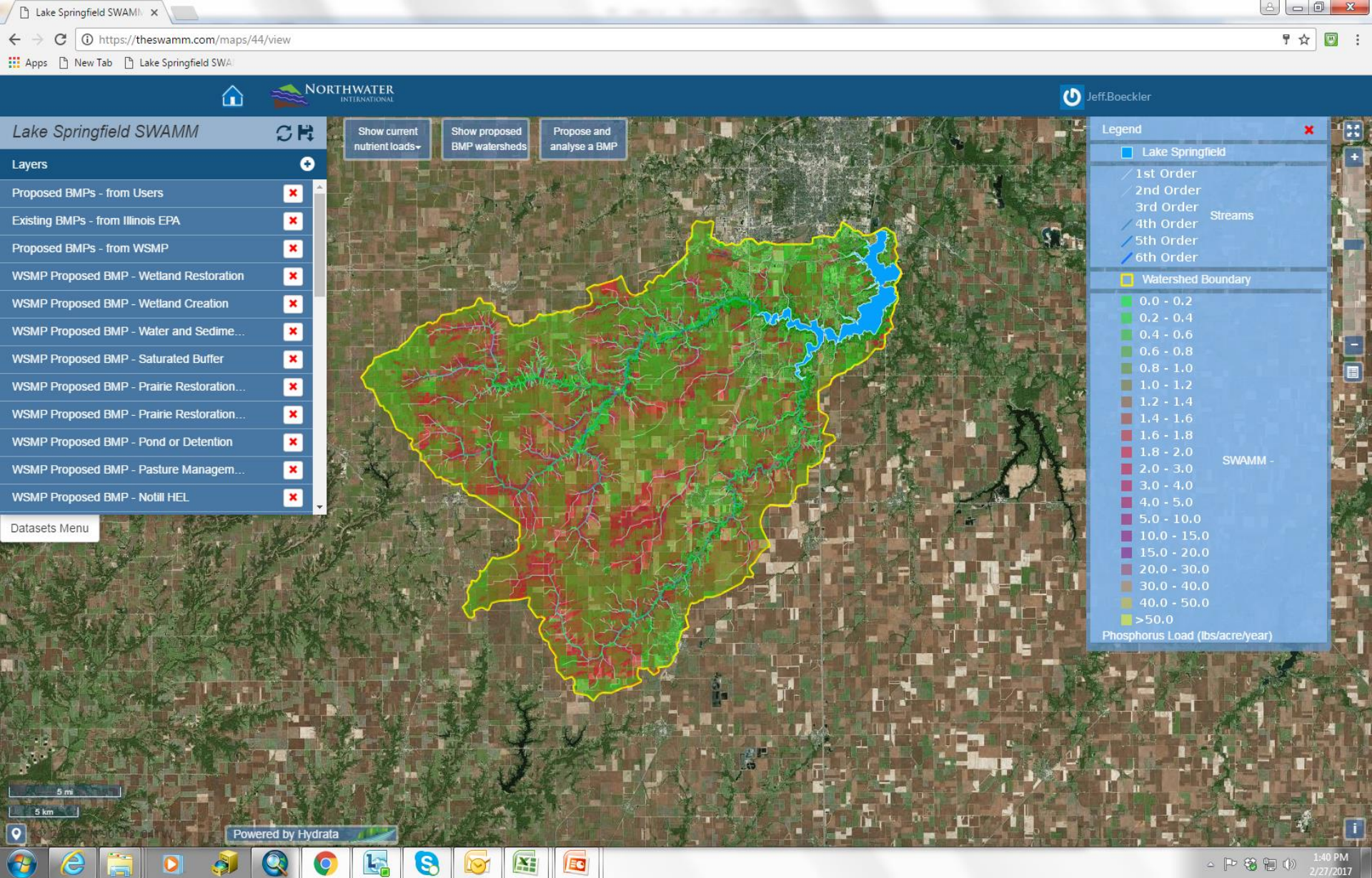
5000 ft
1000 m

Powered by Hydrata

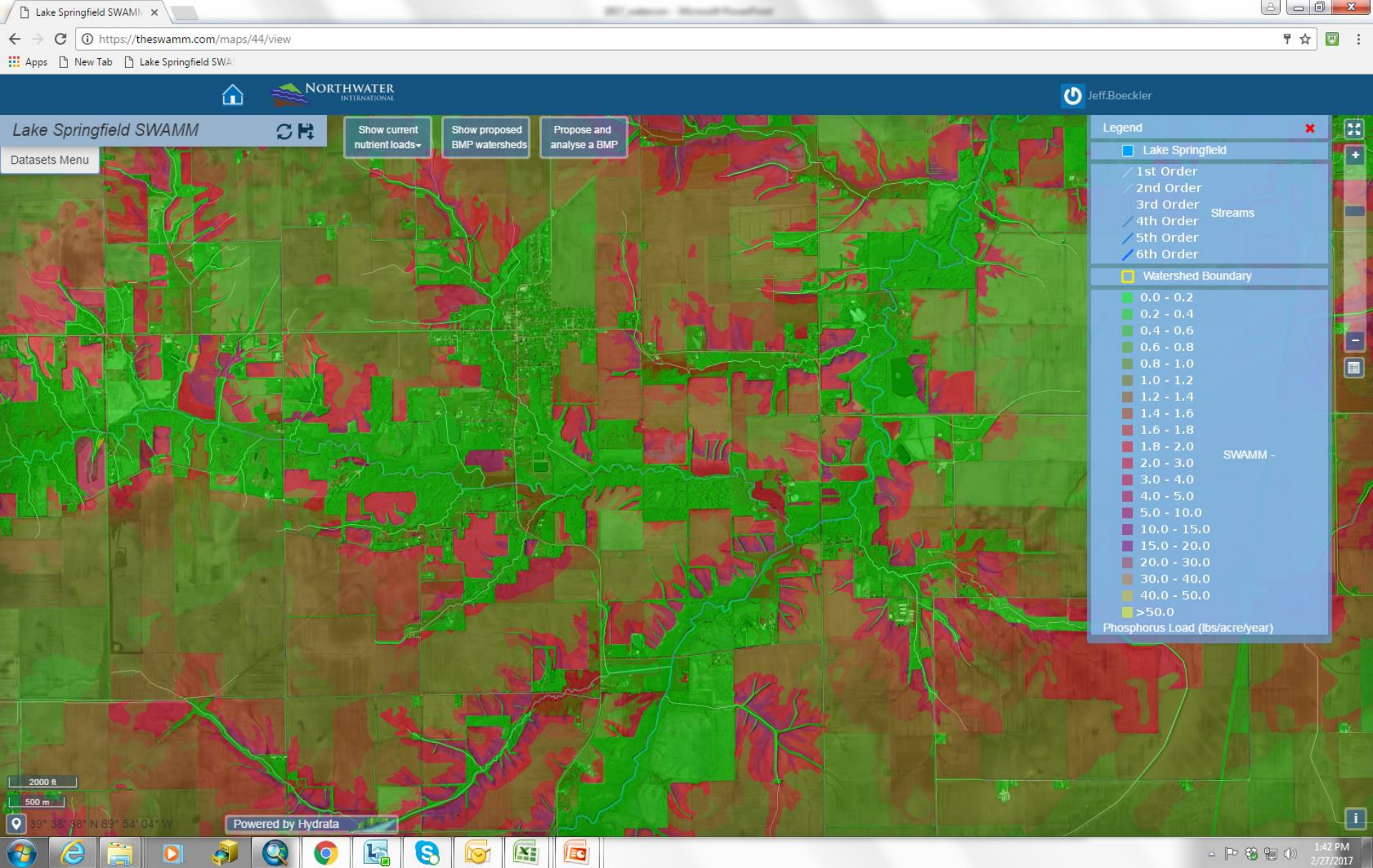
73% 10:07 AM 7/31/2018

Navigate base layers

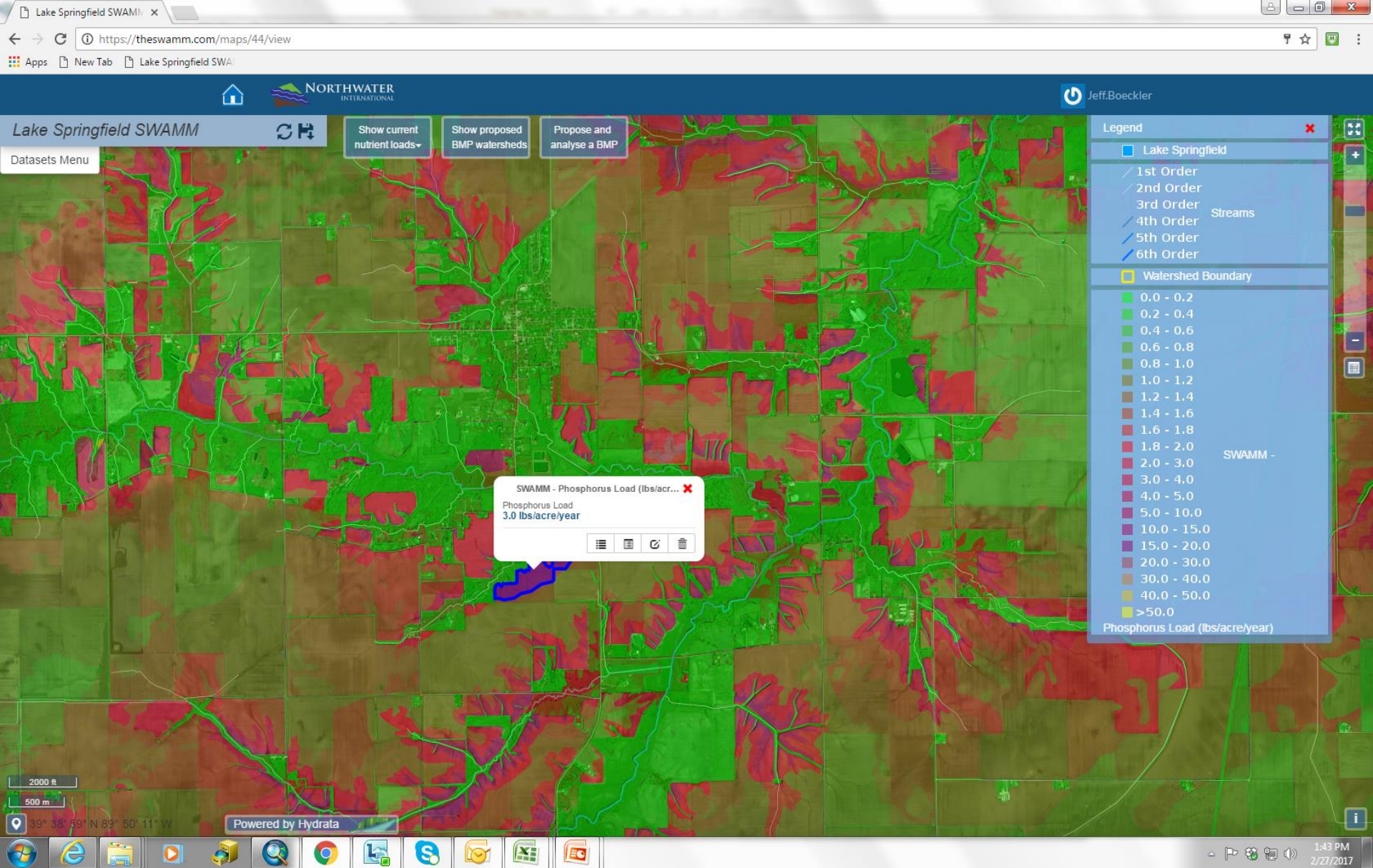




View nitrogen, phosphorus, and sediment loading



View nitrogen, phosphorus, and sediment loading



Query nitrogen, phosphorus, and sediment loading



Lake Springfield SWAMM x

https://theswamm.com/maps/44/view

Apps New Tab Lake Springfield SWA

NORTHWATER INTERNATIONAL

Jeff.Boeckler

Lake Springfield SWAMM

Show current nutrient loads Show proposed BMP watersheds Propose and analyse a BMP

Layers

- WSMP Proposed BMP - Cover Crops
- SWAMM - Nitrogen Load (lbs/acre/year)
- SWAMM - Phosphorus Load (lbs/acre/year)
- SWAMM - Sediment Load (tons/acre/year)
- Watershed Boundary
- Subwatershed Boundary
- Roads
- Streams
- Lake Springfield
- County Boundaries
- Township Range Section
- Municipalities

Datasets Menu

Legend

- Lake Springfield
- 1st Order
- 2nd Order
- 3rd Order
- 4th Order
- 5th Order
- 6th Order
- Streams
- Watershed Boundary
- Proposed BMPs - from WSMP

Proposed BMPs - from WSMP

Quantity of BMPs
3

Type of BMP
WASCB

Subwatershed
Lower Lick Creek - Polecat Creek

Nitrogen Reduction Expected from this BMP (Total)
48 lbs/year

Phosphorus Reduction Expected from this BMP (Total)
27.2 lbs/year

Sediment Reduction Expected from this BMP (Total)
24.2 tons/year

Nitrogen Reduction Expected from this BMP (Per Acre)
18 lbs/acre/year

Sediment Reduction Expected from this BMP (Per Acre)
9.3 tons/acre/year

Treatment Area
2.6 acres

Phosphorus Reduction Expected from this BMP (Per Acre)
10.5 lbs/acre/year

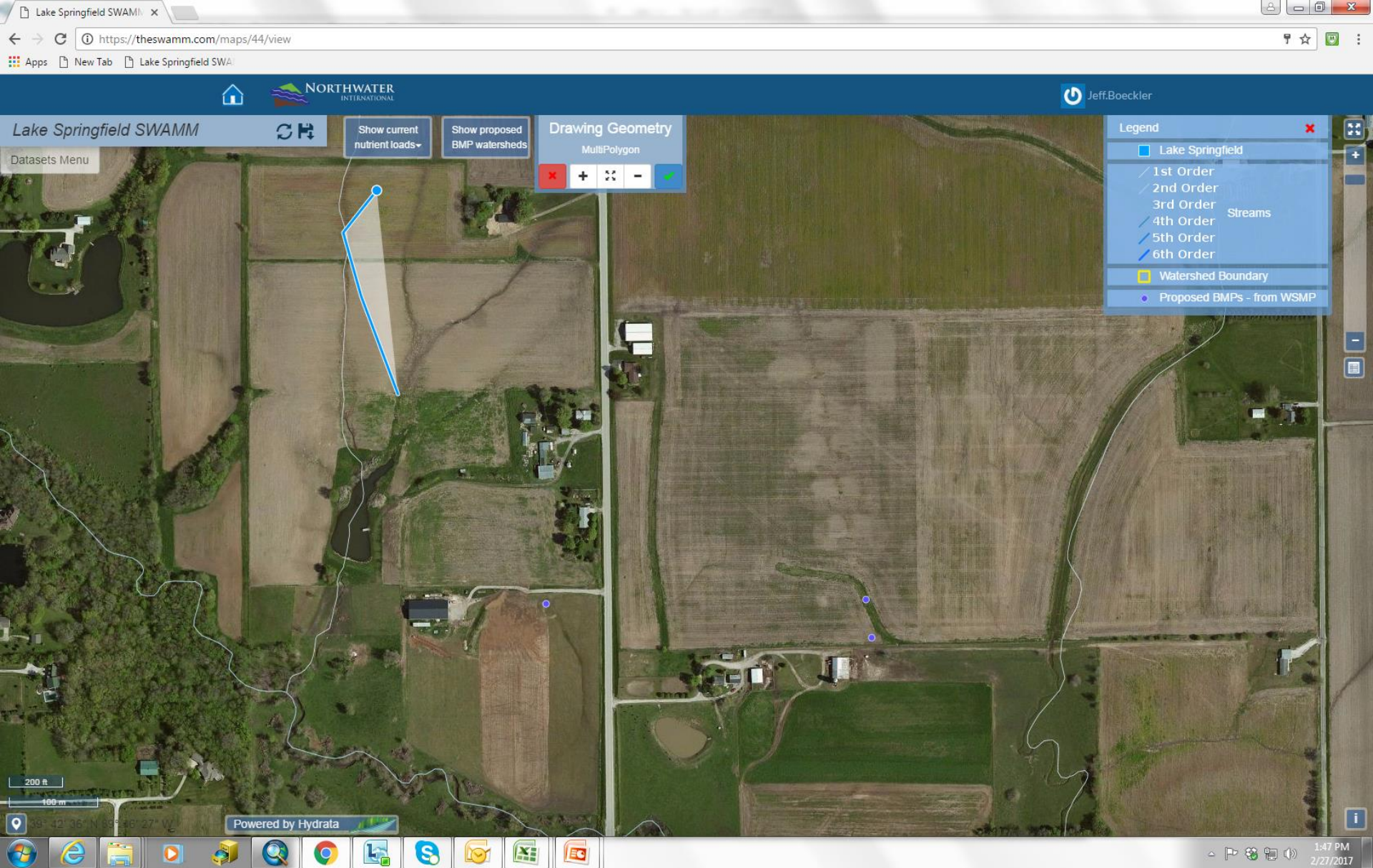
200 ft
100 m

49° 42' 27" N 89° 46' 04" W

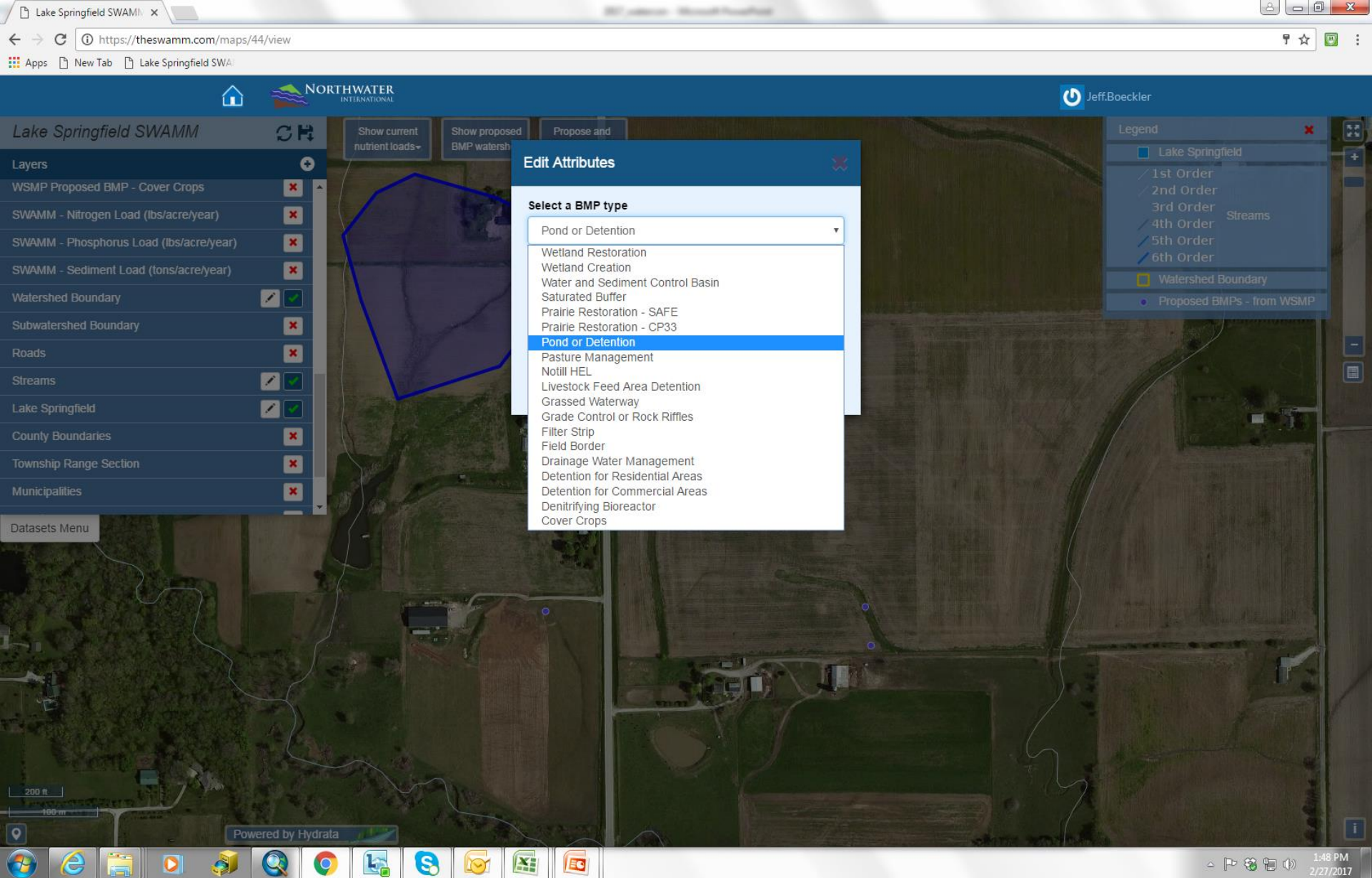
Powered by Hydrata

1:45 PM
2/27/2017

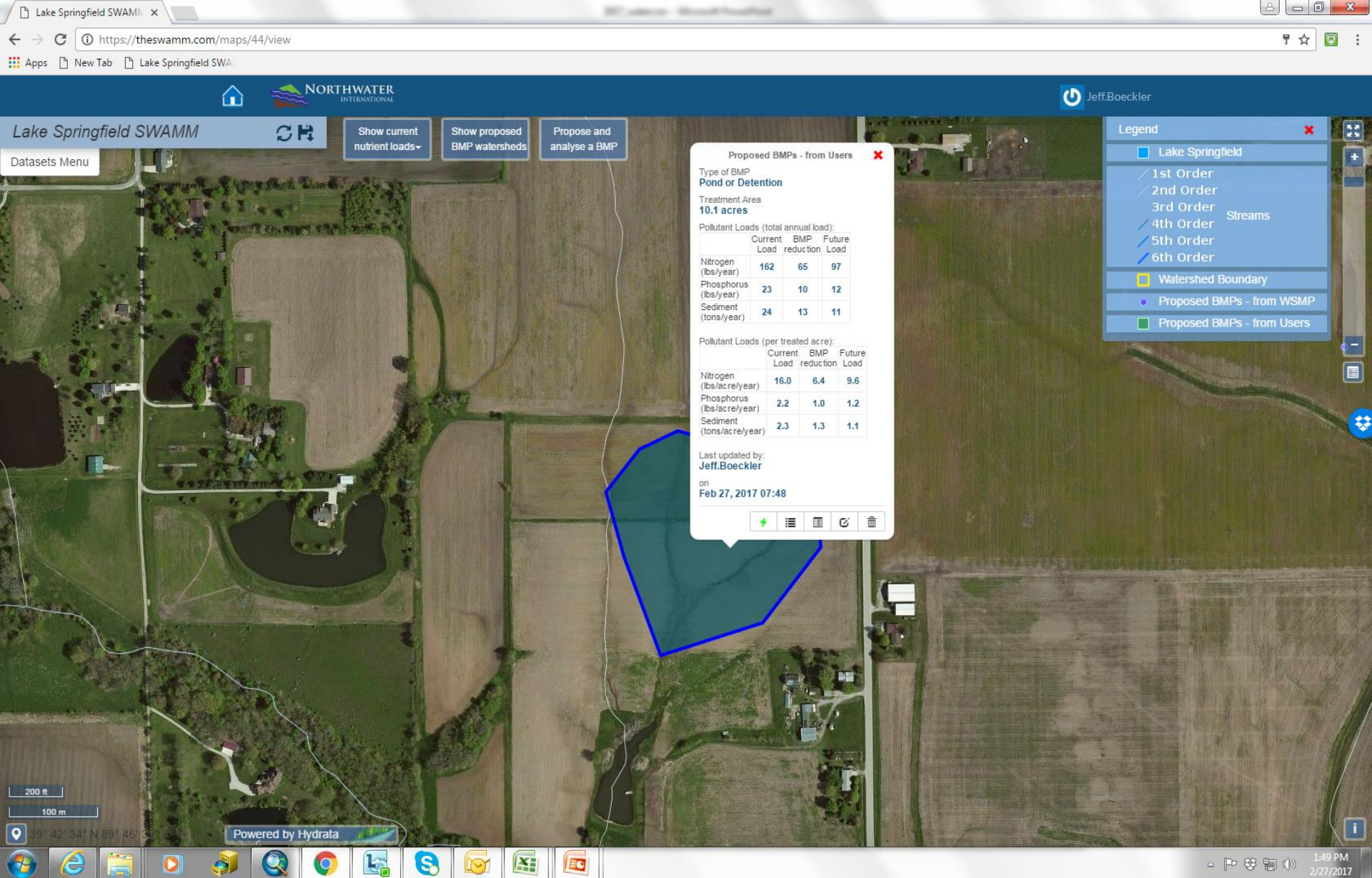
Navigate to locations of potential BMPs and view information



Delineate custom areas, apply a BMP and calculate load reductions

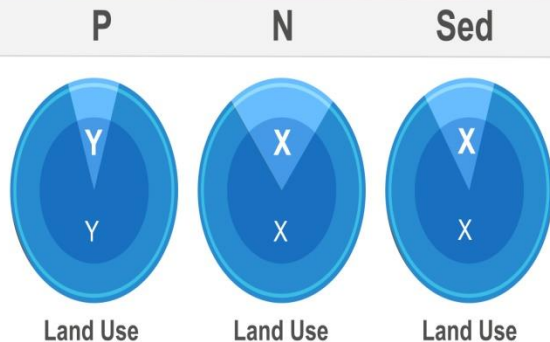


Delineate custom areas, apply a BMP and calculate load reductions



Watershed Dashboard

Pollutant Loading

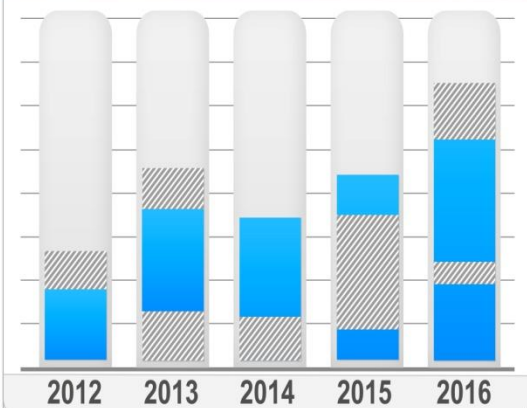


X = Trans/Use/45

Progress Towards 10 Year Load Reduction Goals



of BMPs or Load Reductions Completed



Proposed or Planned BMPs

Organization	User	BMP Type	Load Reduction			Percentage
			P	N	Sed	
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX

SUM = XXXXXXX

Proposed or Planned BMPs

Organization	User	BMP Type	Load Reduction			Percentage
			P	N	Sed	
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX

SUM = XXXXXXX

Basic map showing proposed & Constructed BMPs



INTERGOVERNMENTAL AGREEMENT 2018-2021

This agreement is entered into as of this 1st day of October 2018, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation district (hereinafter referred to as the "District").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, and include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of the watershed management plans; 2) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 3) facilitate the review, updates and modifications of the watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2018 and ends October 1, 2021.

C. Payment:

The City, Town and County shall pay the District the following amounts for services:

- a. The first year of the agreement (2018) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2019), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2020), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- Promote agricultural and conservation practices in the Lake Bloomington and Evergreen Lake watersheds via newsletters, news releases, social media, field days and demonstration sites.
- Work closely with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.
- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.

- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau and Friends of EverBloom.
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors and Army Corp of Engineers to ensure successful implementation of projects and grants.

E. **Indemnification and Hold Harmless:**

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.

City of Bloomington

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date

Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau, and Friends of EverBloom.

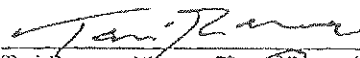
- * Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal, and the McLean County.
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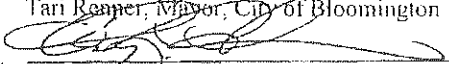
E. **Indemnification and Hold Harmless:**

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.



Tari Renner, Mayor, City of Bloomington


Attest Signature

July 24, 2018

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME Christina Edgington PHONE (A/C, No, Ext) (217) 528-7533 FAX (A/C, No) (217) 528-1041 E-MAIL ADDRESS cedgington@troxellins.com																					
INSURED Northwater LLC, DBA: Northwater Consulting & Northwater 960 Clocktower Dr Suite F Springfield IL 62704-1388	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A</td><td>Continental Casualty Co</td><td></td></tr><tr><td>INSURER B</td><td>State Automobile Mutual Ins Co</td><td>25135</td></tr><tr><td>INSURER C</td><td>Valley Forge Ins Co</td><td>20508</td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Continental Casualty Co		INSURER B	State Automobile Mutual Ins Co	25135	INSURER C	Valley Forge Ins Co	20508	INSURER D			INSURER E			INSURER F		
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INSURER D																						
INSURER E																						
INSURER F																						

COVERAGES**CERTIFICATE NUMBER:** CL204932549**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPL'ES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:				04/10/2020	04/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV NJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY				11/30/2019	11/30/2020	COMB NED S NGLE LIMIT (Ea accident) \$ 1,000,000 BODILY NJURY (Per person) \$ BODILY NJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A		03/07/2020	03/07/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Bloomington
109 E. Olive St

Bloomington

IL 61701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONSENT AGENDA ITEM NO. 6.G

FOR COUNCIL: April 27, 2020

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on rejection of Bid # 2020-50 for Spring Trees due to the current operational and staffing conditions related to COVID-19, as requested by the Parks, Recreation and Cultural Arts Department, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION: The proposed Rejection of Bid #2020-50 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: Bid #2020-50 was published for the Parks, Recreation and Cultural Arts Department on March 5th, 2020 for Spring Street Trees. Bids were opened and reviewed on March 18th, 2020 at 10:00 a.m. Five (5) bids were received. Due to the operational and staffing conditions of the Park Maintenance Division related COVID-19, the Department has decided not to purchase the trees for spring planting. It was predicted that by the time the Department was back to full staff, it would not be possible to plant all the trees within the industry recommended spring planting window for successful tree establishment. It was decided that these trees would be purchased in the fall and planted during fall planting season.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City staff, Kankakee Nursery, Shictels Nursery, FW Landscaping, Green Glenn Nursery, Chestnut Ridge Nursery, Goodmark Nursery.

FINANCIAL IMPACT: The funds totaling \$35,000 were included in the FY 2020 Budget under Park Maintenance-Other Supplies account (10014110-71190). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview and General Fund" on page 172.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Dave Lamb, Assistant Superintendent of Parks Maintenance

Reviewed by:



Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

4/9/2020



Misty Shafer, Procurement Specialist

4/21/2020



Chris Tomerlin, Budget Manager

4/21/2020



Jeffrey R. Jurgens, Corporation Counsel

4/22/2020



Tara Henry, Legislative Assistant

4/22/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PRCA 1B Bid #2020-50 Bid Tab Spring Street Trees

City of Bloomington, IL Record of Bid Opening For:
 Bid #2020-50 Spring Street Trees
 March 18, 2020 at 10:00 a.m. Central Time

City Clerk

109 E. Olive St., Blm, IL 61701

809-434-2240 tel

				Name of Bidder:		Kankakee Nursery Co	Green Glen Nursery	Schichtels Nursery	Chestnut Ridge Nursery	F&W Lawn Care Co
				City, State:		Arma Park, IL	Elwood, IL	Springville, NY	Orchard Park, NY	Bloomington, IL
	Bid Signed				✓	✓	✓	✓	✓	
	Mandatory City Documents					no insurance	✓		no insurance	
	Addendum #1				✓	✓	✓	✓		
	Bid Bond (if bid is in excess of \$10,000)					✓	✓	✓	5,278.50 Bid Bond	
Quantity	Common Name	Size	Notes	Cost	Cost	Cost	Cost	Cost	Cost	
15	Bald Cypress	1.5"	B & B	125 - Shawnee Brave	N/A	130	N/A	140		
20	Beech 'Dawyk Purple'	1.5"	B & B	N/A	N/A	190	N/A	220		
20	Black Gum	1.5"	BR if available	N/A	N/A	148	Alt 6ft Branch 60	145		
20	Bur Oak	1.5"	BR if available	N/A	N/A	88	84	178.50		
15	Canada Red Chokecherry	1.5"	BR if available	60 BR	N/A	60	N/A	173		
10	Chinkapin Oak	1.5"	B & B	150	166.50	Alt 2 inch 190	N/A	214.50 1.75 inch		
15	Crimsonspire Oak columnar	2"	B & B	160 - sub Regal Prince	171 Regal Prince	Alt Heritage Oak 190	N/A	270		
15	Ginkgo 'Princeton Sentry'	1.5"	BR if available	122 BR	175 Autumn Gold	120	109	140 BR		
20	Locust 'Shademaster'	1.5"	BR if available	N/A	157.50 skyline	78	89	100 BR		
15	Hackberry	1.5"	B & B	120	162	Alt BR 92	N/A	Common 162		
15	Hedge Maple	1.5"	B & B	135 - sub Miyabei Stake	N/A	Alt BR 78	122	178.50 1.75 inch		
20	Ivory Silk Lilac	1.5"	BR if available	84 BR	148.50	60	84	115 BR		
10	Princeton Elm	1.5"	BR if available	88 BR	153	65	84	155.75		
20	Red Oak	1.5"	B & B	130	157.50	190	135	127		
15	Sugar Maple 'Fall Fiesta'	1.5"	BR if available	BR 105 sub Green Mt	162	76	74	172		
10	Swamp White Oak	1.5"	BR if available	N/A	157.50	98	92	101 BR		
15	Thornless Cockspur Hawthorn	1.5"	BR if available	N/A	117	Alt 1 inch BR 60	N/A	162		
30	Tulip 'Emerald City'	1.5"	BR if available	90 sub straight BR	N/A	55	79	160 BR		
20	Hornbeam	1.5"	BR if available	N/A	N/A	92	91	100 European BR		
20	Heartland Catalpa	1.5"	BR if available	N/A	N/A	Alt 1.25 10ft whip BR 65	79	220		

340
 Witnesses: Donna Molen
Paula Molen

Semi load of trees
 is 600-700 each

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.



CONSENT AGENDA ITEM NO. 6.H

FOR COUNCIL: April 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact, Ward 2

SUBJECT: Consideration and action to approve an Agreement with Stark Excavating, Inc., for the Lutz Road Improvement Project (Bid #2020-47), in the amount of \$821,975, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 3. Grow the Local Economy
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 3a. Retention and growth of current local businesses
- Objective 2c. Functional, well maintained sewer collection system
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement with Stark Excavating, Inc., for the Lutz Road Improvement Project in the amount of \$821,975.

Overview

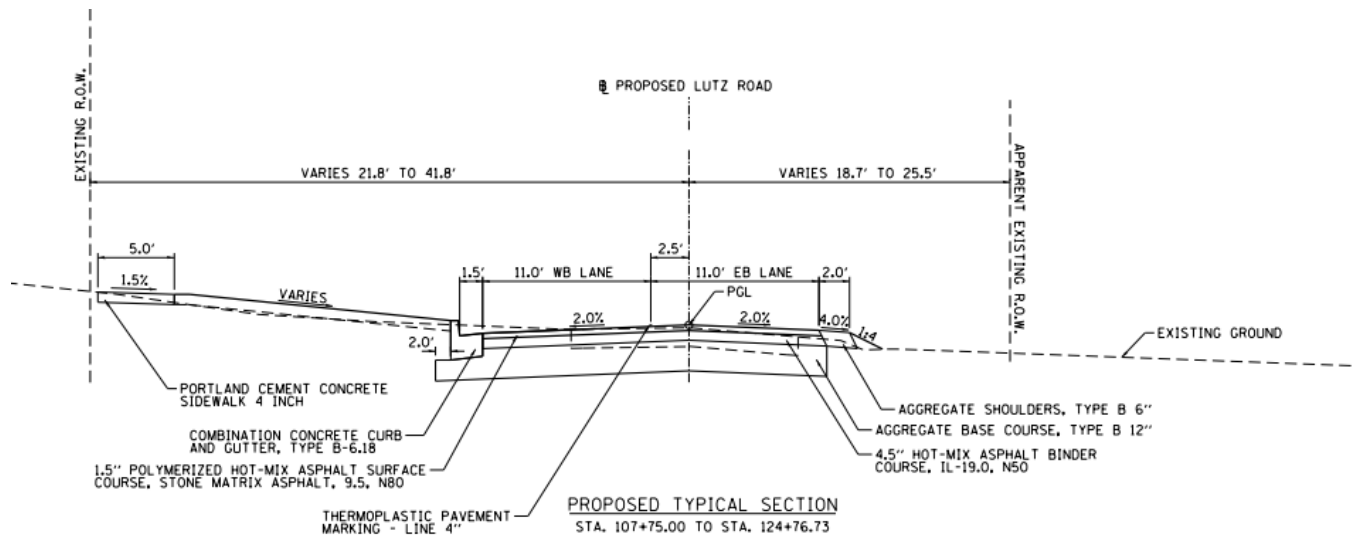
The reconstruction of Lutz Road, located in southwest Bloomington, will increase safety and mobility to an area which has undergone recent development and is expected to continue to expand. The current rural road section will be improved into a hybrid road design (see Project Description), which will include pedestrian access.



Project Description

Lutz Road is a street originally built, and currently maintained, to rural road standards. Located in southwest Bloomington, west of Morris Avenue, Lutz Road has narrow lanes, with narrow shoulders, no curbs, and no sidewalks. With the addition of Trinity Lutheran School, Luther Oaks retirement community, and Wittenberg Woods subdivision, Lutz Road is becoming more suburban in character and is therefore lacking in its current configuration.

The reconstruction of Lutz Road will be from Morris Avenue to the entrance of Luther Oaks with sidewalk and curb and gutter (urban elements) built on the north side only. As shown in the diagram below, proposed lanes will be 11 feet wide. The south side of the new street will have a shoulder instead of curb and gutter as it will likely continue to be rural in nature for the foreseeable future. This hybrid configuration allows the flexibility for the City to upgrade the south portion of the street to match the north, if and when development begins to take place on the south side. The existing tree line on the south side of the road will not be affected by this project.



Funding and Schedule

On January 12, 2020, Council approved an agreement with Luther Oaks to improve Lutz Road. Per this agreement, Luther Oaks will invest a minimum of \$1.5 million to expand its campus within the next five years. Construction costs for Lutz Road will be funded by the City from the Capital Improvement (Asphalt and Concrete) Fund. The substantial completion date for this project is in the bid documents as September 15, 2020.

The Public Works Department prepared the Lutz Road Improvement Project proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:15 PM Thursday, April 9, 2020, electronically or at Grossinger Motors Arena. Staff received three (3) bids and opened them at 2:15 PM Thursday, April 9, 2020 in the City Council Chambers, streamed live on the City website.

Contractor	Bid Amount (Bid #2020-47)
Rowe Construction	\$891,248.43
Otto Baum	\$913,880.57
Stark Excavating, Inc.	\$821,975.00

Public Works did not receive any other complete bids.

A three percent local preference was considered on this contract but did not affect the award of the contract.

Following review of the submitted bids for resurfacing and sidewalks, staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only.

<u>Program</u>	<u>Budget</u>	<u>4/27/20 Bid Award</u>	<u>Unencumbered after 4/27/20</u>
Multi-Year Street and Alley Resurface Program	\$5,800,000.00	\$4,163,109.86	\$1,636,890.14
General Resurfacing	\$5,000,000.00	\$4,163,109.86	\$836,890.14
Pavement Preservation	\$800,000.00	\$0.00	\$800,000.00
Multi-Year Street, Alley, &	\$200,000.00	\$203,100.00	\$-3,100.00

Sidewalk Maintenance			
Street, Alley & Sidewalk Maintenance (Bid # 2020-43)		\$203,100.00	\$-3,100.00
Multi-Year Sidewalk and Ramp Replacement Program	\$1,280,000.00	\$1,047,526.26	\$232,473.74
Sidewalk and Curb Ramp Replacement Program (Bid #2020-32)	\$1,180,000.00	\$1,007,729.36	\$172,270.64
Sidewalk Vertical Displacement Repair Program (Bid #2020-31)	\$100,000.00	\$39,796.90	\$60,203.10
Lutz Road Reconstruction	\$980,000.00	\$821,975.00	\$158,025
TOTAL	\$8,260,000.00	\$6,235,711.12	\$2,039,288.88

Note: The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund with the exception of \$80,000 for sidewalk work which is from Community Development Block Grant fund.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, as improvements are needed for the road and to meet the City's contractual obligations. Additionally, the bids we received were \$158,025 lower than our original estimate and we don't know whether that would be the case if the work is delayed.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines. Additionally, Public Works has intentionally left-over 20 percent of the budgeted amount from the Asphalt and Concrete fund unencumbered until the revenue stream is more predictable.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in the Pantagraph on March 5, 2020.

FINANCIAL IMPACT: This is a FY 2021 Budgeted Project. The project's lowest responsible bid came in at \$821,975.00, versus the budget amount of \$980,000.00. Construction costs for this project will be funded from the Capital Improvement (Asphalt and Concrete) Fund-Street Construction & Improvement account (40120200-72530). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 61, 63, 168, 200, 205 and 206.

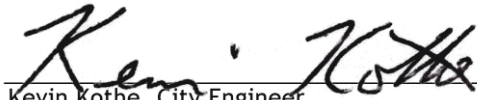
COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-

driven transportation infrastructure policy and management; Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

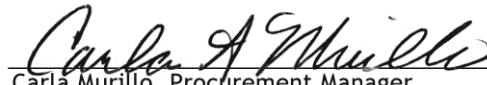
Respectfully submitted for Council consideration.

Prepared by: Steven Law, Civil Engineer II

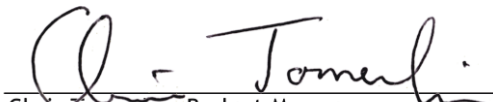
Reviewed by:


Kevin Kothe, City Engineer

4/14/2020


Carla Murillo, Procurement Manager

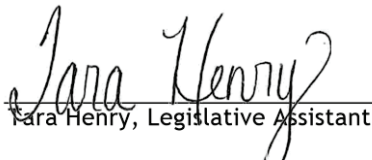
4/15/2020


Chris Tomerlin, Budget Manager

4/16/2020


Jeffrey R. Jurgens, Corporation Counsel

4/20/2020


Tara Henry, Legislative Assistant

4/22/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 11B Agreement_Lutz Road Improvement Project Agreement 04272020
- PW 11C Bid Tab_Lutz Road Improvement Project Agreement 04272020
- PW 11D Original Memo_Lutz Road Improvement Project Agreement 04272020
- PW 11E Luther Oaks Agreement_Lutz Road Improvement Project Agreement 04272020

AGREEMENT

THIS AGREEMENT, Made and entered into this **27th Day of April**, by and between, **Stark Excavating, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **Thursday, March 5, 2020**, by advertisement, call for bids for furnishing all labor and material for the construction of **Lutz Road Improvement** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Thursday, April 9, 2020** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **Lutz Road Improvement** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Bid Package, Specifications, Special Provisions, Contractor's Bid Form, Contract Bond and Project Addenda hereto attached, and the Plans for **Lutz Road Improvement** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$821,975.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in 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 of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall achieve substantial completion of all work by September 15, 2020 upon issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act") including the Public Act 100-1177 effective June 1, 2019. 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 amount for fringe benefits) in the county where the work is performed. The 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 web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Risk Managers 2104 Windsor Place Suite B Champaign IL 61820		CONTACT NAME: Luke Sherman PHONE (A/C, No, Ext): (217) 239-3755 E-MAIL ADDRESS: service@irmagency.com FAX (A/C, No): (217) 239-3769	
INSURED Stark Excavating, Inc 1805 W Washington St Bloomington IL 61701-3703		INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic General Ins Corp INSURER B: Starr Indemnity & Liability Co INSURER C: Travelers Property Cas America INSURER D: Westchester Surplus Lines Insurance INSURER E: INSURER F:	
		NAIC # 24139 38318 25674 10172	

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y		01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y		01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0				01/01/2020	01/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y		12/31/2019	12/31/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater Installation Floater				01/01/2020	01/01/2021	Leased/Borrowed Equip \$525,000 Any One Job Site \$1,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Lutz Road Improvements - Bid #2020-47

The City of Bloomington, its employees and officials are included as Additional Insureds on a Primary Noncontributory basis with respect to General Liability and Auto Liability, as required by written contract. Waiver of Subrogation in favor of the Additional Insured applies to General Liability, Auto Liability, and Workers' Compensation, as required by written contract. Umbrella follows form. Thirty (30) day notice of cancellation applies, except ten (10) days notice of cancellation applies for nonpayment of premium.

CERTIFICATE HOLDER

City of Bloomington 109 E Olive St Bloomington IL 61701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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LUTZ ROAD IMPROVEMENT PROJECT
PROJECT NO. 50-30-13792-14-00
Bid No. 2020-47

BID TABULATION

(For complete information covering these items, see plans and specifications)

PREPARED BY : S. Law
DATE : 4/9/2020

#	DESCRIPTION	UNITS	TOTAL QTY	ENGINEER ESTIMATE		STARK EXCAVATING		ROWE CONSTRUCTION		OTTO BAUM	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Remov 6-15	Unit	8	\$100.00	\$800.00	\$69.00	\$552.00	\$84.00	\$672.00	\$72.91	\$583.28
2	Earth Excavation	Cu Yd	2,730	\$25.00	\$68,250.00	\$13.50	\$36,855.00	\$33.03	\$90,171.90	\$34.34	\$93,748.20
3	Trench Backfill	Cu Yd	41	\$60.00	\$2,460.00	\$24.00	\$984.00	\$25.20	\$1,033.20	\$48.45	\$1,986.45
4	Geotech Fab F/Gr Stab	Sq Yd	1,554	\$2.00	\$3,108.00	\$1.25	\$1,942.50	\$2.19	\$3,403.26	\$2.30	\$3,574.20
5	Topsoil F & P 4	Sq Yd	4,965	\$8.00	\$39,720.00	\$7.00	\$34,755.00	\$6.11	\$30,336.15	\$4.98	\$24,725.70
6	Seeding CL 2A	Acre	1.25	\$2,500.00	\$3,125.00	\$2,350.00	\$2,937.50	\$2,100.00	\$2,625.00	\$2,085.03	\$2,606.29
7	Nitrogen Fert Nutr	Pound	93	\$3.00	\$279.00	\$2.00	\$186.00	\$2.10	\$195.30	\$2.09	\$194.37
8	Phosphorus Fert Nutr	Pound	93	\$3.00	\$279.00	\$2.00	\$186.00	\$2.10	\$195.30	\$2.09	\$194.37
9	Potassium Fert Nutr	Pound	93	\$3.00	\$279.00	\$2.00	\$186.00	\$2.10	\$195.30	\$2.09	\$194.37
10	Mulch Method 2	Acre	1	\$2,500.00	\$2,500.00	\$1,425.00	\$1,425.00	\$2,100.00	\$2,100.00	\$2,085.03	\$2,085.03
11	Erosion Contr Blanket	Sq Yd	207	\$5.00	\$1,035.00	\$3.00	\$621.00	\$2.10	\$434.70	\$2.09	\$432.63
12	Temp Eros Contr Seed	Pound	515	\$5.00	\$2,575.00	\$1.00	\$515.00	\$3.77	\$1,941.55	\$3.38	\$1,740.70
13	Temp Ditch Checks	Foot	20	\$20.00	\$400.00	\$16.00	\$320.00	\$10.94	\$218.80	\$15.00	\$300.00
14	Perimeter Eros Bar	Foot	1,158	\$3.00	\$3,474.00	\$2.75	\$3,184.50	\$4.58	\$5,303.64	\$4.56	\$5,280.48
15	Inlet & Pipe Protect	Each	22	\$200.00	\$4,400.00	\$120.00	\$2,640.00	\$148.52	\$3,267.44	\$136.92	\$3,012.24
16	Inlet Filters	Each	15	\$200.00	\$3,000.00	\$120.00	\$1,800.00	\$198.71	\$2,980.65	\$288.39	\$4,325.85
17	Stone Riprap CL A3	Sq Yd	111	\$60.00	\$6,660.00	\$42.00	\$4,662.00	\$80.32	\$8,915.52	\$46.69	\$5,182.59
18	Filter Fabric	Sq Yd	111	\$3.00	\$333.00	\$4.50	\$499.50	\$6.28	\$697.08	\$7.27	\$806.97
19	Sub Gran Mat B	Ton	1,062	\$25.00	\$26,550.00	\$29.00	\$30,798.00	\$30.24	\$32,114.88	\$30.25	\$32,125.50
20	Agg Base Cse B 12	Sq Yd	5,180	\$16.70	\$86,506.00	\$19.00	\$98,420.00	\$22.10	\$114,478.00	\$19.67	\$101,890.60
21	Agg Surf Cse B	Ton	115	\$50.00	\$5,750.00	\$56.50	\$6,497.50	\$90.22	\$10,375.30	\$46.50	\$5,347.50
22	Bit Matls Pr Ct	Pound	9,796	\$2.00	\$19,592.00	\$0.01	\$97.96	\$0.01	\$97.96	\$0.01	\$97.96
23	Bit Matls Tack Ct	Pound	973	\$4.00	\$3,892.00	\$1.60	\$1,556.80	\$1.50	\$1,459.50	\$1.56	\$1,517.88
24	HMA Surf Rem Butt Jt	Sq Yd	17	\$50.00	\$850.00	\$60.00	\$1,020.00	\$23.61	\$401.37	\$42.74	\$726.58
25	HMA BC IL-19.0 N50	Ton	1,097	\$160.00	\$175,520.00	\$125.00	\$137,125.00	\$115.00	\$126,155.00	\$119.89	\$131,519.33
26	PCC Driveway Pavt 6	Sq Yd	105	\$80.00	\$8,400.00	\$70.00	\$7,350.00	\$94.57	\$9,929.85	\$64.61	\$6,784.05
27	PCC Driveway Pavt 8	Sq Yd	176	\$85.00	\$14,960.00	\$78.50	\$13,816.00	\$89.29	\$15,715.04	\$77.25	\$13,596.00
28	PC Conc Sidewalk 4	Sq Ft	7,824	\$7.00	\$54,768.00	\$7.00	\$54,768.00	\$6.54	\$51,168.96	\$5.54	\$43,344.96
29	Detectable Warnings	Sq Ft	20	\$50.00	\$1,000.00	\$22.00	\$440.00	\$35.57	\$711.40	\$23.95	\$479.00
30	Pavement Rem	Sq Yd	3,144	\$12.00	\$37,728.00	\$4.00	\$12,576.00	\$7.00	\$22,008.00	\$7.26	\$22,825.44
31	Aggregate Shlds B 6	Sq Yd	341	\$20.00	\$6,820.00	\$23.50	\$8,013.50	\$27.06	\$9,227.46	\$26.94	\$9,186.54
32	Pipe Culvert Remov	Foot	151	\$15.00	\$2,265.00	\$9.00	\$1,359.00	\$21.50	\$3,246.50	\$18.08	\$2,730.08
33	End Sec Eqv R-S 15	Each	1	\$1,500.00	\$1,500.00	\$1,550.00	\$1,550.00	\$1,627.50	\$1,627.50	\$1,479.60	\$1,479.60
34	End Sections 12	Each	4	\$400.00	\$1,600.00	\$625.00	\$2,500.00	\$656.25	\$2,625.00	\$690.77	\$2,763.08
35	End Sections 15	Each	4	\$450.00	\$1,800.00	\$950.00	\$3,800.00	\$997.50	\$3,990.00	\$729.23	\$2,916.92
36	SS CL A 1 EQRS 15	Foot	33	\$150.00	\$4,950.00	\$100.00	\$3,300.00	\$105.00	\$3,465.00	\$105.39	\$3,477.87
37	Storm Sew CL B 1 12	Foot	1,213	\$60.00	\$72,780.00	\$38.00	\$46,094.00	\$39.90	\$48,398.70	\$52.91	\$64,179.83
38	Storm Sew CL B 1 15	Foot	32	\$125.00	\$4,000.00	\$67.75	\$2,168.00	\$71.14	\$2,276.48	\$66.73	\$2,135.36

39	Man TA 4 Dia T1F OL	Each	2	\$3,500.00	\$7,000.00	\$2,100.00	\$4,200.00	\$2,205.00	\$4,410.00	\$2,595.01	\$5,190.02
40	Man TA 4 Dia T1F CL	Each	1	\$3,500.00	\$3,500.00	\$2,400.00	\$2,400.00	\$2,520.00	\$2,520.00	\$2,595.02	\$2,595.02
41	Man TA 7 Dia T1F OL	Each	1	\$10,000.00	\$10,000.00	\$6,350.00	\$6,350.00	\$6,667.50	\$6,667.50	\$7,510.10	\$7,510.10
42	Man Adjust	Each	4	\$750.00	\$3,000.00	\$475.00	\$1,900.00	\$777.71	\$3,110.84	\$627.98	\$2,511.92
43	Comb CC&G TB6.18	Foot	1,740	\$32.00	\$55,680.00	\$43.00	\$74,820.00	\$36.14	\$62,883.60	\$22.64	\$39,393.60
44	Mobilization	L Sum	1	\$10,000.00	\$10,000.00	\$48,100.74	\$48,100.74	\$20,000.00	\$20,000.00	\$51,117.03	\$51,117.03
45	THPL PVT MK Line 4	Foot	1,760	\$3.00	\$5,280.00	\$3.90	\$6,864.00	\$3.85	\$6,776.00	\$3.83	\$6,740.80
46	THPL PVT MK Line 24	Foot	18	\$75.00	\$1,350.00	\$23.50	\$423.00	\$23.10	\$415.80	\$22.94	\$412.92
47	Relocate Ex Mailbox	Each	3	\$250.00	\$750.00	\$300.00	\$900.00	\$172.41	\$517.23	\$286.96	\$860.88
48	P HMA SC SMA 9.5 N80	Ton	363	\$170.00	\$61,710.00	\$160.00	\$58,080.00	\$155.00	\$56,265.00	\$161.59	\$58,657.17
49	Inlets Spl w/Spl F&G	Each	15	\$2,750.00	\$41,250.00	\$1,850.00	\$27,750.00	\$1,942.50	\$29,137.50	\$3,002.24	\$45,033.60
50	Inlets TA w/Spl F&G	Each	3	\$2,000.00	\$6,000.00	\$1,000.00	\$3,000.00	\$1,050.00	\$3,150.00	\$1,452.96	\$4,358.88
51	Inlets TB w/Spl F&G	Each	1	\$2,500.00	\$2,500.00	\$1,400.00	\$1,400.00	\$1,470.00	\$1,470.00	\$2,071.02	\$2,071.02
52	Traf Cont & Prot SPL	L Sum	1	\$30,000.00	\$30,000.00	\$6,000.00	\$6,000.00	\$17,737.16	\$17,737.16	\$7,453.89	\$7,453.89
53	HMA Driveway Pavt 6	Sq Yd	99	\$70.00	\$6,930.00	\$128.00	\$12,672.00	\$105.00	\$10,395.00	\$123.52	\$12,228.48
54	HMA Drivwy Pavt Rem	Sq Yd	125	\$10.00	\$1,250.00	\$7.00	\$875.00	\$28.97	\$3,621.25	\$13.74	\$1,717.50
55	Construction Layout	L Sum	1	\$5,000.00	\$5,000.00	\$7,300.00	\$7,300.00	\$15,000.00	\$15,000.00	\$10,651.82	\$10,651.82
56	S S 1 Wat MN 15	Foot	554	\$100.00	\$55,400.00	\$56.75	\$31,439.50	\$59.59	\$33,012.86	\$99.78	\$55,278.12
TOTAL					\$980,508.00	TOTAL	\$821,975.00	TOTAL	\$891,248.43	TOTAL	\$913,880.57



REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: January 13, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact, Ward 2

SUBJECT: Consideration and action on an Agreement between the City of Bloomington and Luther Oaks Inc. for an expansion of the Luther Oaks Campus and Improvements to Lutz Road, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 3. Grow the Local Economy
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 4d. Improved neighborhood infrastructure
- Objective 2a. Better quality roads and sidewalks
- Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: This agreement if approved would facilitate the \$1.5 million expansion of the Luther Oaks campus while hopefully addressing long-standing questions about improving Lutz Road. It would also expand publicly-available facilities and education programs, will most likely lead to an increase in senior continuing care living units in the city and support improved access to outpatient physical and occupational therapy.

The City re-engaged in conversations with Luther Oaks leadership last year about future Luther Oaks plans and whether there was a way to move forward with Lutz Road improvements to help make those plans feasible. This agreement would call for the City to improve Lutz Road from the Luther Oaks entrance to Morris Avenue as has been discussed at a cost of up to \$980,000 including contingencies. Luther Oaks would agree to provide a minimum investment of \$1.5 million to expand its campus within the next 5 years or repay the cost.

It is not uncommon for cities to agree to provide infrastructure improvements in support of community or economic development projects when there is public benefit to do so. The expansion will include but not be limited to new resident common areas, including additional wellness and fitness amenities and a fine arts center/chapel suitable for accommodating host presentations, entertainment, and cultural events open to both Luther

Oaks residents and the public. Luther Oaks also currently provides outpatient physical and occupational therapy to both residents and the public and say that the road improvements will help better serve users.

Road plans have already been completed and work to obtain required easements and to begin necessary utility relocation will commence immediately as weather permits. Procurement of the project will be pursued through the City Procurement Process of formal solicitation. Improvements would be completed by June 1, 2021.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Agreement reached in partnership with Luther Oaks Inc. Potential improvements to Lutz Rd. have been the subject of numerous public meetings and discussions, including informational meetings with residents of Luther Oaks and prior meetings of the Bloomington City Council.

FINANCIAL IMPACT: Project cost estimates of \$980,000 which includes a 15% contingency.

COMMUNITY DEVELOPMENT IMPACT: N/A 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. TAQ-1.6 A transportation network that facilitates prompt emergency response and management.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:
Routine maintenance as per schedules.

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:



Chris Tomerlin, Budget Manager

1/9/2020



Jeffrey R. Jurgens, Corporation Counsel

1/9/2020



Tara Henry, Legislative Assistant

1/9/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- ADM 1B Lutz Road Improvement Agreement FINAL COPY FOR EXECUTION - 1.9.19

ROAD IMPROVEMENT & DEVELOPMENT AGREEMENT

This Road Improvement & Development Agreement ("Agreement") is entered into as of this 14 day of January, 2020, by and among **City of Bloomington, Illinois**, an Illinois municipal corporation ("City") and **Luther Oaks, Inc.**, an Illinois not-for-profit corporation ("Luther Oaks").

Recitals

WHEREAS, City and Trinity Lutheran Church entered into an annexation agreement on September 26, 2000, for the annexation of and certain infrastructure improvements adjacent to the property now under lease by Luther Oaks, a continuing care retirement community located at 601 Lutz Road, Bloomington, Illinois;

WHEREAS, Luther Oaks desires the expansion and improvement of a portion of Lutz Road from the Luther Oaks entrance to Morris Ave, at an estimated cost of \$980,000, to help facilitate traffic and the future expansion of Luther Oaks;

WHEREAS, the City has determined that it is in the best interests of the City to improve Lutz Road to facilitate future development in the City, and to support expansion of Luther Oaks facilities in light of the public need for additional senior housing and services; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Luther Oaks Obligations. In consideration of the planned improvements to Lutz Road, as set forth in this Agreement, Luther Oaks agrees as follows:

- a) To complete an expansion of its facility, located at 601 Lutz Road in the City of Bloomington, at a total cost no less than \$1,500,000, to include: new resident common areas, including additional wellness and fitness amenities and a fine arts center/chapel suitable for accommodating host presentations, entertainment, and cultural events open to both Luther Oaks residents and the public (hereinafter "Expansion"). Said expansion as defined shall be separate from the planned relocation and expansion of Trinity Lutheran Church, a long-standing community anchor established in Bloomington in 1858. The specific improvements shall be presented to and approved administratively by the City, which approval shall not be unreasonably withheld, prior to initiation of construction.
- b) Luther Oaks fully expects that Expansion shall result in the need for additional living units for seniors and shall make all reasonable efforts to add said units after Expansion subject to organizational or financing covenants.

- c) That the Expansion is subject to and will comply with all zoning, subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at this time.
- d) If the Expansion project is not substantially completed within five (5) years from the date of this Agreement, Luther Oaks upon demand shall repay to the City the entire actual cost of the Lutz Road improvements, minus any payments made under other applicable annexation agreements for improvement of the road.
- e) Substantial completion of the Expansion will be satisfied upon issuance of occupancy certificates for the additional common areas and senior living units as contemplated by this Agreement.

2. City Obligations. In consideration of the further development and expansion of Luther Oaks, as set forth herein, the City agrees as follows:

- a) To improve a portion of Lutz Road, as shown on Exhibit A, as set forth in subsection (b) below.
- b) The improvements shall be generally consistent with the plans attached as Exhibit B, subject to field adjustments and minor deviations as deemed necessary by the City (hereinafter "Improvements").
- c) Work to obtain required easements and to begin necessary utility relocation work will commence as weather permits immediately after this Agreement is fully executed and effective with construction of the Improvements expected to be completed by June 1, 2021.

3. Notices. Any notices to the parties shall be made to the following or to such other person or address as a party may designate in a like manner:

To the City:

City of Bloomington
Attention: City Manager
109 East Olive Street
Bloomington, IL 61701

To Luther Oaks:

Luther Oaks
Attention: President
601 Lutz Road
Bloomington, IL 61704

4. Successors. The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the term of this Agreement and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

5. Time of the Essence. Time is of the essence in the performance of this Agreement.

6. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

7. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the city's right to enforce that right or any other right.

8. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

9. Governing Law. This Agreement shall be governed by and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

10. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

12. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

13. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

14. Authority to Execute. City hereby warrants and represents to Luther Oaks that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate authorities. Luther Oaks hereby warrants and represents to City that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

15. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that Luther Oaks agrees it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

16. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against City or Luther Oaks.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

EXECUTED and ADOPTED as of the date first written above.

CITY OF BLOOMINGTON

BY:



Tari Renner, Mayor

Attest:

By:


City Clerk

LUTHER OAKS

BY:



Attest:

By: Kaitlin Shaw Becker
Kaitlin Shaw Becker

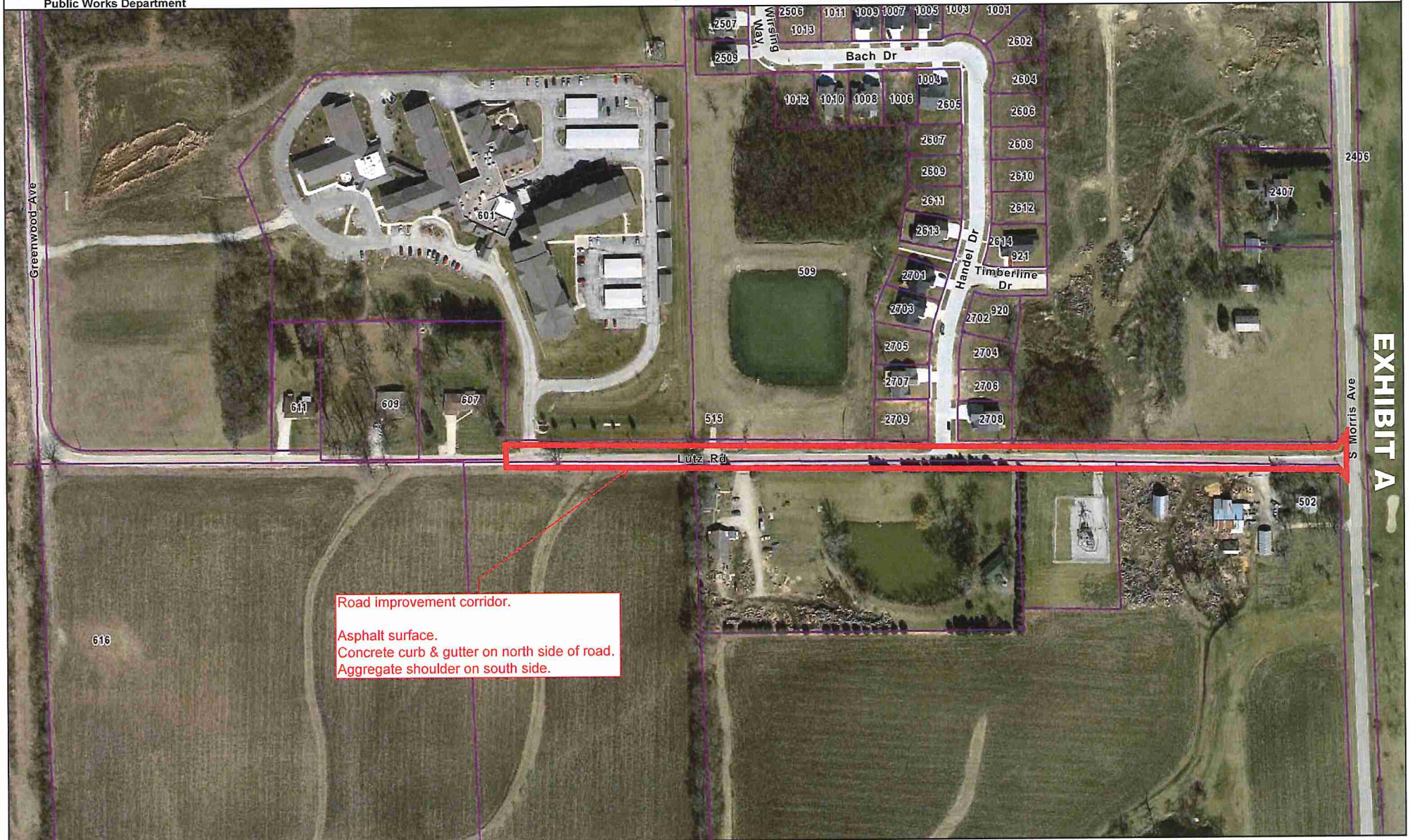


Lutz Road Improvement Corridor



0 165 330
Feet

Date: 12/5/2019



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602401-04	PRECAST MANHOLE TYPE A 4' (1.22m) DIAMETER
602411-06	PRECAST MANHOLE TYPE A 7' (2.13m) DIAMETER
602601-05	PRECAST REINFORCED FLAT SLAB TOP
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780001-05	TYPICAL PAVEMENT MARKINGS
B.L.R., 22-7	TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES FOR CONSTRUCTION OF RURAL LOCAL HIGHWAYS (TWO-LANE TWO WAY RURAL TRAFFIC)(ROAD CLOSED

GENERAL NOTES

THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," ADOPTED APRIL 6, 2016 AND THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS" CURRENT EDITION SHALL GOVERN THE CONSTRUCTION OF THE PROPOSED WORK EXCEPT AS MODIFIED BY THE DRAWINGS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES ON SITE PRIOR TO ANY CONSTRUCTION AND WILL BE HELD RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THEIR FACILITIES. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF THE UTILITIES. THE CONTRACTOR SHALL CALL J.U.L.L.E. @ 1-800-892-0123 FOR UTILITY LOCATIONS.

THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS TO ANY UTILITY LINES AND EXISTING IMPROVEMENTS TO REMAIN THAT ARE DAMAGED AS A RESULT OF THE WORK.

ALL EXISTING SURROUNDING AREA AND PROPERTY SHALL BE PROTECTED FROM DAMAGE AND LEFT UNDAAMAGED BY THE OPERATION OF THE CONTRACTOR. ANY OF THE SURROUNDING PROPERTY DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED TO AN EQUAL OR BETTER CONDITION THAN WHAT EXISTED PRIOR TO CONSTRUCTION AT THE CONTRACTOR'S EXPENSE.

ADJUSTMENTS OF PROPOSED GRADES TO MATCH EXISTING ENTRANCES OR OTHER FIELD CONDITIONS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCY IMMEDIATELY.

THE SUMMARY OF QUANTITIES HAS BEEN PROVIDED FOR THE CONTRACTOR'S REFERENCE. CONTRACTOR IS ALERTED TO THE FACT THAT THESE NUMBERS ARE ESTIMATES AND IT IS RECOMMENDED THAT THE CONTRACTOR VERIFY QUANTITIES PRIOR TO ORDERING MATERIALS.

THE OWNER RESERVES THE RIGHT TO REDUCE ANY QUANTITY OR DELETE PAY ITEMS FROM THIS CONTRACT. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

EXCESS MATERIAL, IF NOT USED FOR OTHER ON-SITE PURPOSES, SHALL BE COMPLETELY REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED OF OFF-SITE BY THE CONTRACTOR.

ACCESS MUST BE MAINTAINED TO ALL EXISTING PROPERTIES DURING CONSTRUCTION PER ARTICLE 107.09 OF THE I.D.O.T. STANDARD SPECIFICATIONS, UNLESS ARRANGEMENTS ARE MADE IN WRITING BY THE CONTRACTOR WITH THE PROPERTY OWNER WITH A COPY TO THE ENGINEER FOR SHORT-TERM CLOSURES.

EXISTING ROAD SIGNS THAT INTERFERE WITH THE CONSTRUCTION WILL BE RELOCATED AS DIRECTED BY THE ENGINEER. THE OWNER, AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL REPLACE THE SIGNS AS DIRECTED. SIGN REMOVAL, STORAGE AND RELOCATION SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND WILL NOT BE PAID FOR SEPARATELY.

THE WORK AREA SHALL BE POSITIVELY DRAINED DURING CONSTRUCTION. FINAL GRADES SHALL BE PROTECTED AGAINST DAMAGE FROM EROSION, SEDIMENTATION, AND TRAFFIC.

CONSTRUCTION OPERATIONS SHALL BE CONDUCTED IN SUCH A MANNER THAT EROSION AND WATER POLLUTION WILL BE MINIMIZED.

EROSION CONTROL IS A REQUIREMENT OF THIS PROJECT. ANY FINES OR PENALTIES LEVIED AGAINST THIS PROJECT FOR NONCOMPLIANCE WILL BE BORNE SOLELY BY THE CONTRACTOR.

PERIMETER EROSION BARRIER, TEMPORARY DITCH CHECKS, AND OTHER EROSION CONTROL ITEMS SHALL BE INSPECTED BY THE CONTRACTOR AFTER EACH RAIN EVENT AND REPAIRS SHALL BE MADE BY THE CONTRACTOR AS NEEDED.

HOT-MIX ASPHALT MIXTURE REQUIREMENTS

Mixture Uses(s):	1.5" Poly SMA Surface Course	4.5" Binder Course
AC/PC:	PG 76-22	PG 64-22
RAP % (Max):	0% (None)	10.0%
Design Air Voids:	4.0% @ N=80	4.0% @ N=50
Mixture Composition: (gradation Mixture)	IL-9.5	IL-19.0
Friction Aggregate:	MIX D	MIX C
Quality Management Program:	QCQA	QCQA

NOTE:

- Individual lift thickness of each mix type will be no less than 3 times nominal maximum aggregate size and no more than 6 times nominal maximum aggregate size, unless otherwise approved by the Engineer.
- For design purposes, mixture weight for all mixes is determined to be 112.0 lbs/sqyd/in, unless otherwise notes.
- Sublot sizes for RFP and QCP mixes will be 1000 tons, unless otherwise agreed to by the Engineer and paving contractor.

PAVING SURFACE COURSE

CONTINUOUS PAVING OPERATIONS ON THE MAIN ROADWAY SHALL BE MAINTAINED AT ALL TIMES DURING THE CONSTRUCTION OF THE HOT-MIX ASPHALT SURFACE. NO INTERRUPTIONS FOR SIDE ROADS, ENTRANCES, TURN LANES, ETC. WILL BE ALLOWED.

PLAN ELEVATIONS

ALL ELEVATIONS SHOWN ON THE PLANS ARE BASED ON N.A.V.D. 88.

STORM SEWERS

STORM SEWERS SHALL USE MATERIALS AND BE INSTALLED IN THE MANNER MEETING OR EXCEEDING THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS CONTAINED IN THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," THE CURRENT EDITION AS MODIFIED, SUPPLEMENTED BY THE "MANUAL OF PRACTICE FOR THE DESIGN OF PUBLIC IMPROVEMENTS IN THE CITY OF BLOOMINGTON, ILLINOIS" OR THE DIRECTOR OF ENGINEERING.

STORM SEWER MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 550 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND SHALL CONFORM TO ONE OF THE FOLLOWING:

- REINFORCED CONCRETE ARCH CULVERT, STORM DRAIN AND SEWER PIPE
- REINFORCED CONCRETE CULVERT, STORM DRAIN AND SEWER PIPE
- REINFORCED CONCRETE ELLIPTICAL CULVERT, STORM DRAIN AND SEWER PIPE
- DUCTILE IRON PIPE CLASS 150 CONFORMING TO A.N.S.I./A.W.W.A. C-151/A21.51, WITH SINGLE GASKET JOINTS MEETING A.N.S.I./A.W.W.A. C-111/A21.11, WITH STANDARD CEMENT LINING AS PER A.N.S.I./A.W.W.A. C-104/A21.4 AND WITH BITUMINOUS COATING AS PER SECTION 51-6.1 OF A.N.S.I./A.W.W.A. C-151/A21.51

COMMITMENTS

THERE ARE NO COMMITMENTS.

USER NAME : kimgaughn	DESIGNED -	REVISED -
	DRAWN -	REVISED -
PLOT SCALE : 2.0000 "/ in.	CHECKED -	REVISED -
PLOT DATE : 3/28/2018 1:45:47 PM	DATE -	REVISED -

FILE NAME: C:\Users\j331308\OneDrive\Bloomington\CDOT\CDOT Sheets\051308-0-029.dwg
6/23/2019 1:33:38 PM Lutz Rd. Bloomington\CDOT\CDOT Sheets\051308-0-029.dwg

ITEM CODE	ITEM	UNIT	TOTAL QUANTITY
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	8
20200100	EARTH EXCAVATION	CU YD	2730
20800150	TRENCH BACKFILL	CU YD	41
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1554
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	4965
25000210	SEEDING, CLASS 2A	ACRE	1.25
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	93
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	93
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	93
25100115	MULCH, METHOD 2	ACRE	1.00
25100630	EROSION CONTROL BLANKET	SQ YD	207
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	515
28000305	TEMPORARY DITCH CHECKS	FOOT	20
28000400	PERIMETER EROSION BARRIER	FOOT	1158
28000500	INLET AND PIPE PROTECTION	EACH	22
28000510	INLET FILTERS	EACH	15
28100105	STONE RIPRAP, CLASS A3	SQ YD	111
28200200	FILTER FABRIC	SQ YD	111
31101000	SUBBASE GRANULAR MATERIAL, TYPE B	TON	1062
35102400	AGGREGATE BASE COURSE, TYPE B 12"	SQ YD	5180

ITEM CODE	ITEM	UNIT	TOTAL QUANTITY
40220800	AGGREGATE SURFACE COURSE, TYPE B	TON	115
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	9796
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	973
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	17
40803080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1097
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	105
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	176
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	7624
42400800	DETECTABLE WARNINGS	SQ FT	20
44000100	PAVEMENT REMOVAL	SQ YD	3144
48101500	AGGREGATE SHOULDERS, TYPE B 6"	SQ YD	341
50105220	PIPE CULVERT REMOVAL	FOOT	151
54214290	END SECTIONS, EQUIVALENT ROUND-SIZE 15"	EACH	1
54213447	END SECTIONS 12"	EACH	4
54213450	END SECTIONS 15"	EACH	4
550A4015	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 15"	FOOT	33
550B0050	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	1213
550B0070	STORM SEWERS, CLASS B, TYPE 1 15"	FOOT	32
60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1

ITEM CODE	ITEM	UNIT	TOTAL QUANTITY
60224445	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1
60255500	MANHOLES TO BE ADJUSTED	EACH	4
60804400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	1740
67000500	ENGINEER'S FIELD OFFICE, TYPE B	CAL MO	4
67100100	MOBILIZATION	L SUM	1
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1760
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	18
X0327301	RELOCATE EXISTING MAILBOX	EACH	3
X4060004	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 9.5, N80	TON	363
X6020076	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	EACH	15
X6023508	INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE	EACH	3
X6024502	INLETS, TYPE B, WITH SPECIAL FRAME AND GRATE	EACH	1
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1
Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	99
Z0004544	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL	SQ YD	125
Z0013798	CONSTRUCTION LAYOUT	L SUM	1
Z0056650	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 15"	FOOT	554

MAURER-STUTZ
ENGINEERS SURVEYORS

USER NAME	bmeehof@s	DESIGNED	-	REVISED	-
PLT SCALE	1"=20.000' ± 1/4"	DRAWN	-	REVISED	-
PLT DATE	3/30/2019	CHECKED	-	REVISED	-
	10:54:18 PM	DATE	-	REVISED	-



LUTZ ROAD IMPROVEMENTS
SUMMARY OF QUANTITIES

SCALE: SHEET OF SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		MCLEAN	29	3
CONTRACT NO.				
ILLINOIS/FED. AID PROJECT				

25000400		NITROGEN FERTILIZER NUTRIENT			
LOCATION				POUND	REMARKS
107+75.00	TO	107+97.77	LT	0.37	
107+75.00	TO	111+21.16	RT	6.85	
108+21.90	TO	111+64.57	LT	15.17	
111+42.94	TO	112+30.23	RT	1.11	
111+87.63	TO	116+35.83	LT	19.95	
112+59.45	TO	115+50.80	RT	3.33	
115+66.73	TO	117+87.16	RT	2.35	
116+66.73	TO	124+70.18	LT	32.04	
118+08.31	TO	119+56.93	RT	1.16	
119+77.02	TO	122+08.33	RT	4.35	
122+26.33	TO	122+78.59	RT	1.73	
123+14.71	TO	124+74.11	RT	3.92	
				TOTAL	92.3

28000250	TEMPORARY EROSION CONTROL SEEDING		
	<u>LOCATION</u>	<u>POUND</u>	<u>REMARKS</u>
	ENTIRE PROJECT	515.0	
	TOTAL	515.0	

28000510	INLET FILTERS			
LOCATION		EACH	REMARKS	
109*11.97	13.50	LT	1	
109*73.98	13.50	LT	1	
110*44.98	13.50	LT	1	
111*35.00	13.50	LT	1	
112*25.00	13.50	LT	1	
113*00.00	13.50	LT	1	
114*30.98	13.50	LT	1	
116*12.95	13.50	LT	1	
116*89.62	13.50	LT	1	
117*63.20	13.50	LT	1	
118*87.18	13.50	LT	1	
121*35.00	13.50	LT	1	
121*80.62	13.50	LT	1	
123*75.00	13.50	LT	1	
124*32.58	18.41	LT	1	
TOTAL			15	

HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50			
LOCATION		TON	REMARKS
107+75.00	TO 124+76.73	1097.12	LUTZ AND MORRIS
		TOTAL 1097.1	

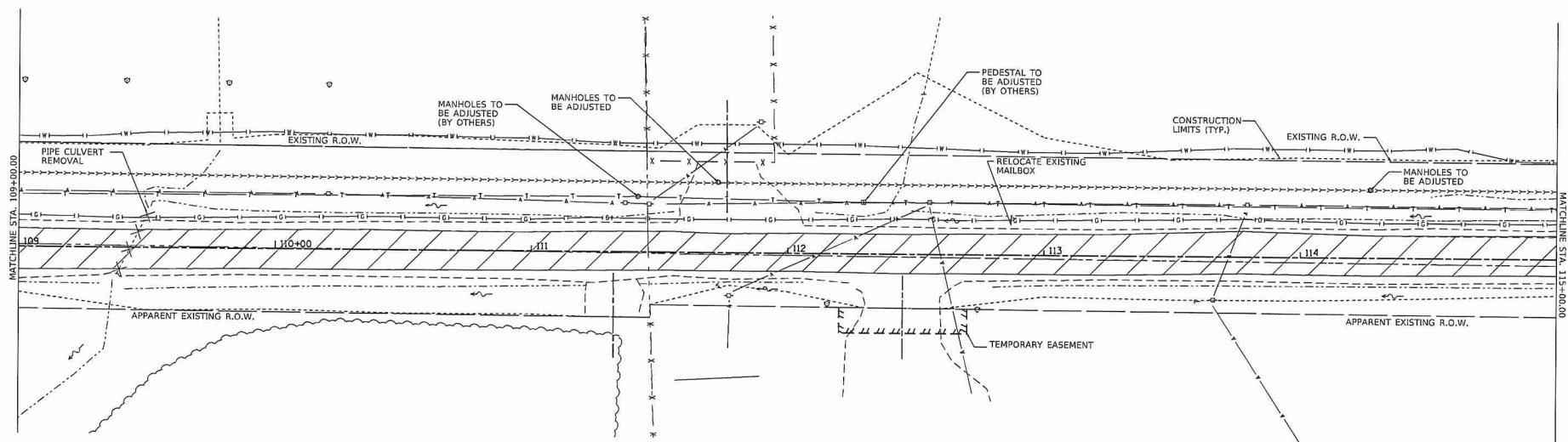
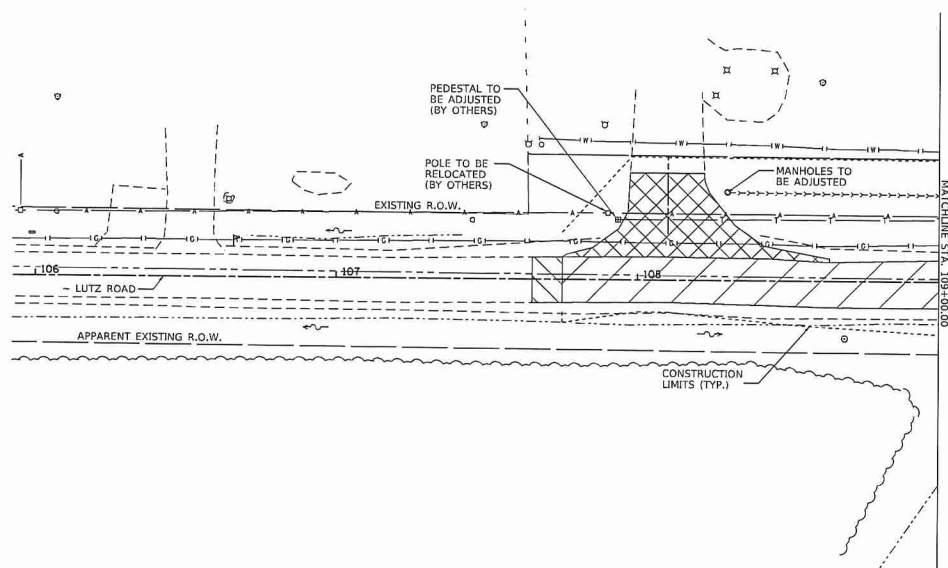
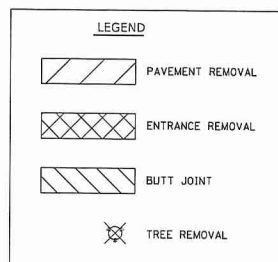
THERMOPLASTIC PAVEMENT MARKING - LINE 4"				
78000200	LOCATION		FOOT	REMARKS
	107+75.00	TO 108+86.50	LT 73.61	WHITE
	107+75.00	TO 124+61.72	1686.72	YELLOW DASHED
			TOTAL 1760.3	

HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL			
LOCATION			SQ YD
108+10.00	CE	LT	124.71
		TOTAL	124.7

LOCATION	EARTH EXCAVATION	EXCAVATION ADJUSTED FOR SHRINKAGE (25%)	EMBANKMENT (FULL)	EARTHWORK BALANCE WASTE (+) OR SHORTAGE (-)
	CU YD	CU YD	CU YD	CU YD
LUTZ ROAD	2211.74	1658.80	495.38	1163.42
STA. 107+65.00 TO STA. 124+79.50				
ENTIRE PROJECT	516.20	387.15	0.00	387.15
UNSTABLE/UNSUITABLE				
TOTAL	2727.94	2045.95	495.38	1550.57
EARTHWORK SUMMARY				
202009100	EARTH EXCAVATION	2730	CU YD	

PIPE INFORMATION				PIPE SCHEDULE					NOTE
PIPE Number	US STRUCTURE	DS STRUCTURE	SLOPE	STORM SEWERS CLASS A	STORM SEWERS CLASS B		STORM SEWERS WATER MAIN QUALITY	TRENCH BACKFILL	
				TYPE 1	TYPE 1		TYPE 1	2080/1050	
				5508A0015 ERS 15"	5508B0050 12"	5508B0070 15"	20056650 15"		
P1	S1	S2	0.5%	32.1	FOOT	FOOT	FOOT		
P2	S2	S7	1.0%			62.0			-3.0
P4	S4	S2	0.6%				71.0		-1.8
P5	S5	S4	0.5%				80.0		-3.9
P6	S6	S2	1.4%			28.8		-3.6	
P8	S8	S9	1.5%					515.7	
P11	S11	S10	0.8%			37.0			
P12	S12	S13	2.0%			80.0			-1.5
P13	S13	S12	1.0%			75.0			18.0
P14	S14	S13	2.0%			131.0			
P15	S15	S16	0.5%			76.7			5.2
P16	S16	S18	0.6%			73.6			3.1
P18	S18	S21	1.0%				31.1		2.0
P19	S19	S18	0.5%			124.0			6.9
P20	S20	S18	1.1%					37.5	0.2
P23	S23	S22	2.1%			33.4			
P24	S24	S26	0.7%			45.6			-2.7
P26	S26	S28	1.4%			31.4			-0.8
P27	S27	S26	0.8%			41.1			-1.6
P29	S29	S31	0.6%			57.3			11.3
P31	S31	S32	0.3%			51.2			5.0
P32	S32	S34	0.5%			29.4			-0.4
P33	S33	S32	2.0%			74.6			4.8
TOTAL				32.1	1212.9	31.1	553.2	40.5	

3 Pipes together in 1 trench with room to compact bedding material between pipes (171.9' individual run length)

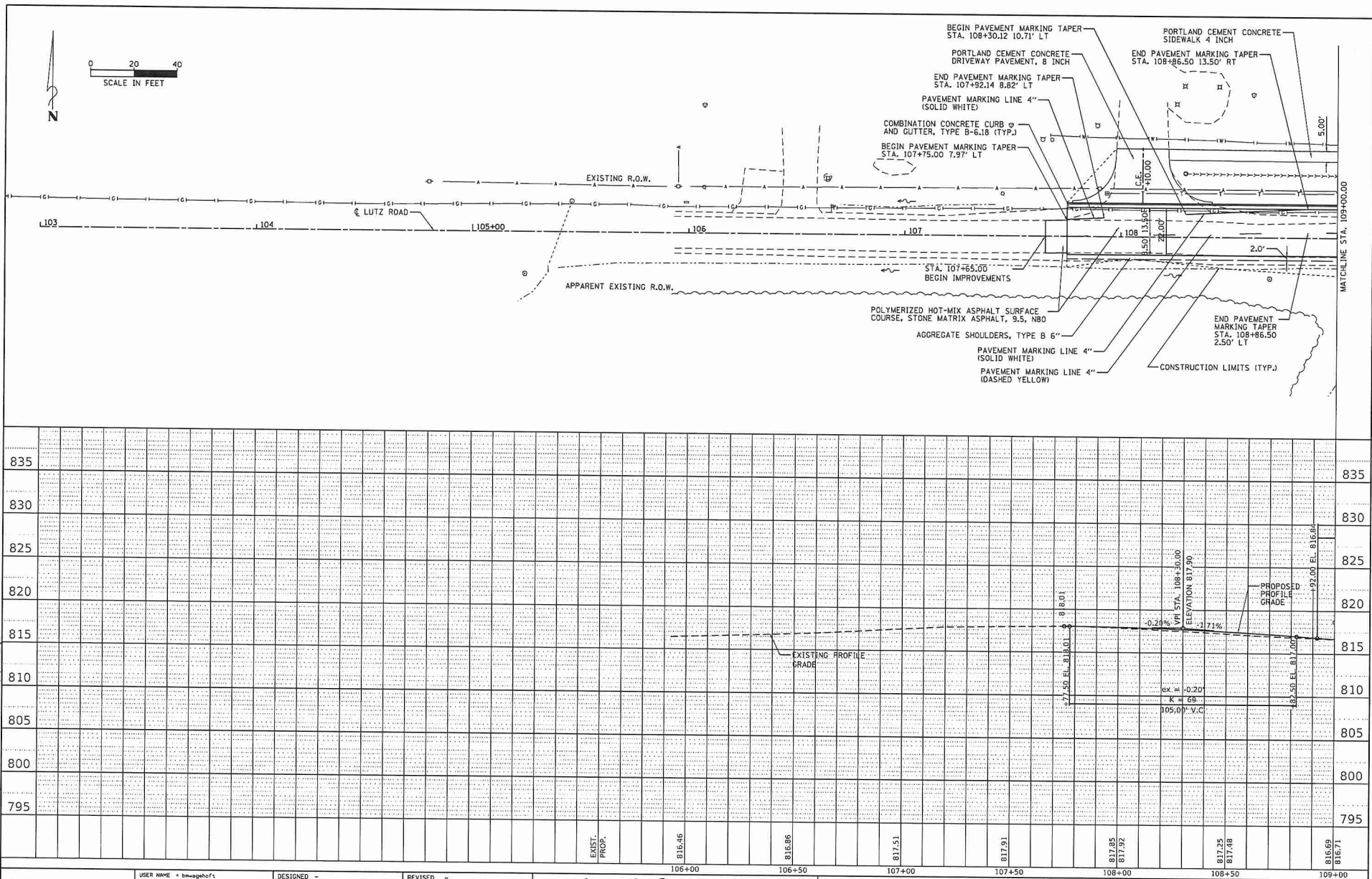


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PROFILE	DATE
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FILE NAME

PROJECT AND CITY/STATE/ROUTE: The Engineering Center, Bloomington, IL, State Route 109

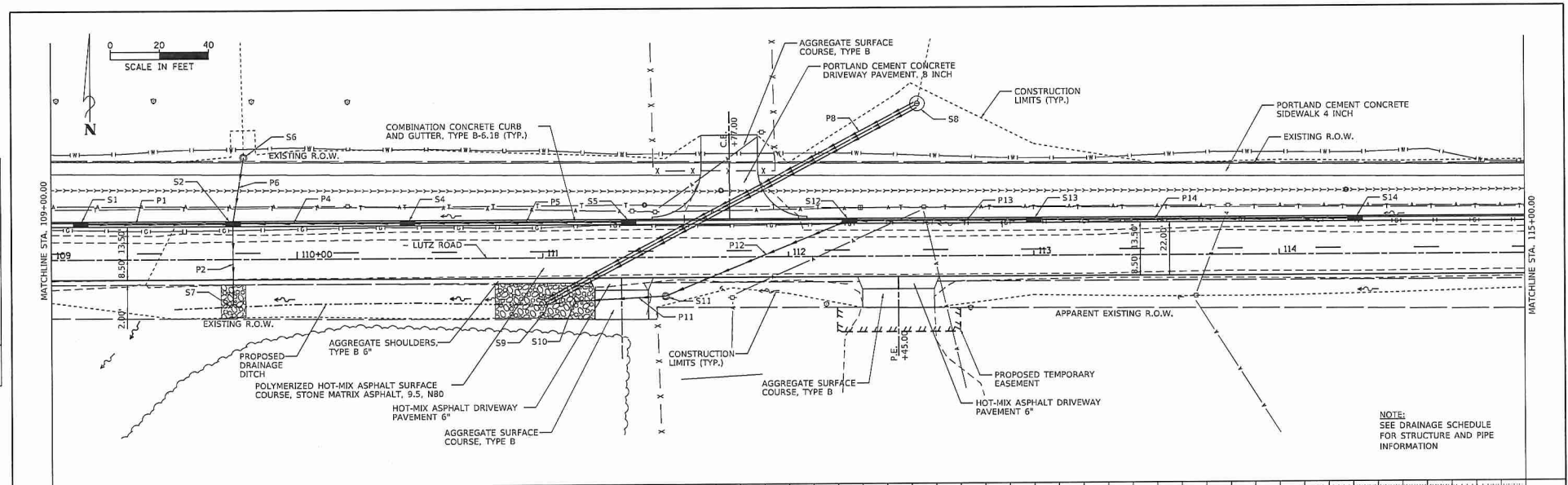


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					SCALE:	SHEET 1	OF 4	SHEETS	STA.	TO STA.	ILLINOIS FED. AID PROJECT			

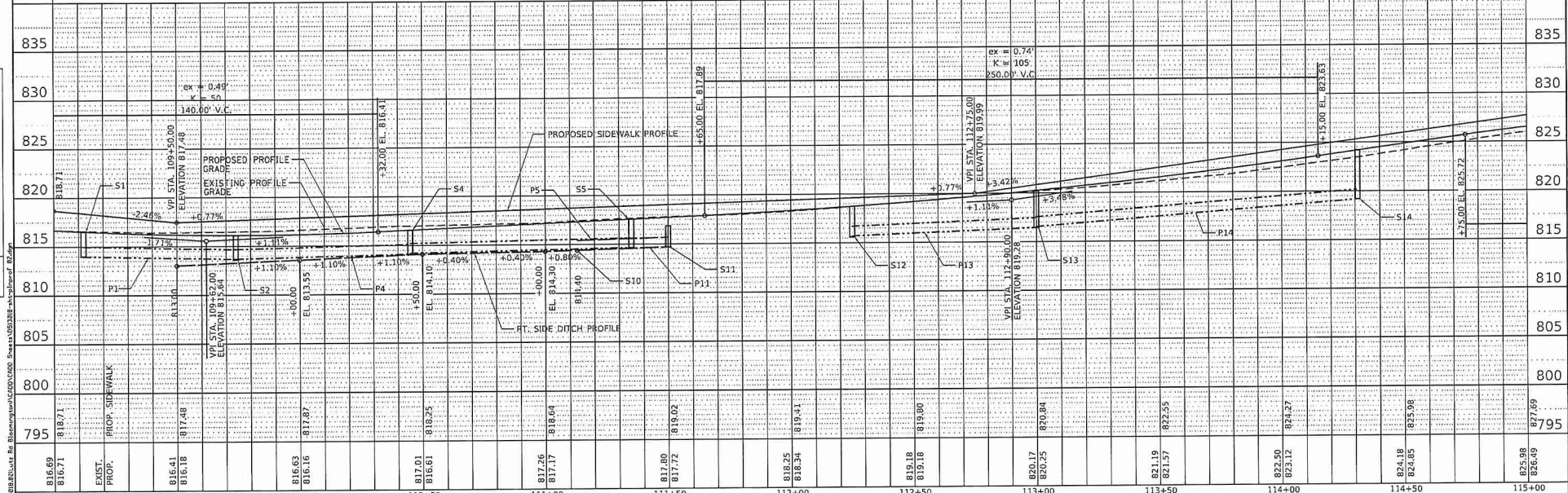
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FILE NAME =



NOTE:
SEE DRAINAGE SCHEDULE
FOR STRUCTURE AND PIPE
INFORMATION



MAURER-STUTZ
ENGINEERS SURVEYORS

USER NAME = bmaughof	DESIGNED =	REVISED =
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PLOT DATE = 3/30/2018	CHECKED =	REVISED =
	DATE =	REVISED =

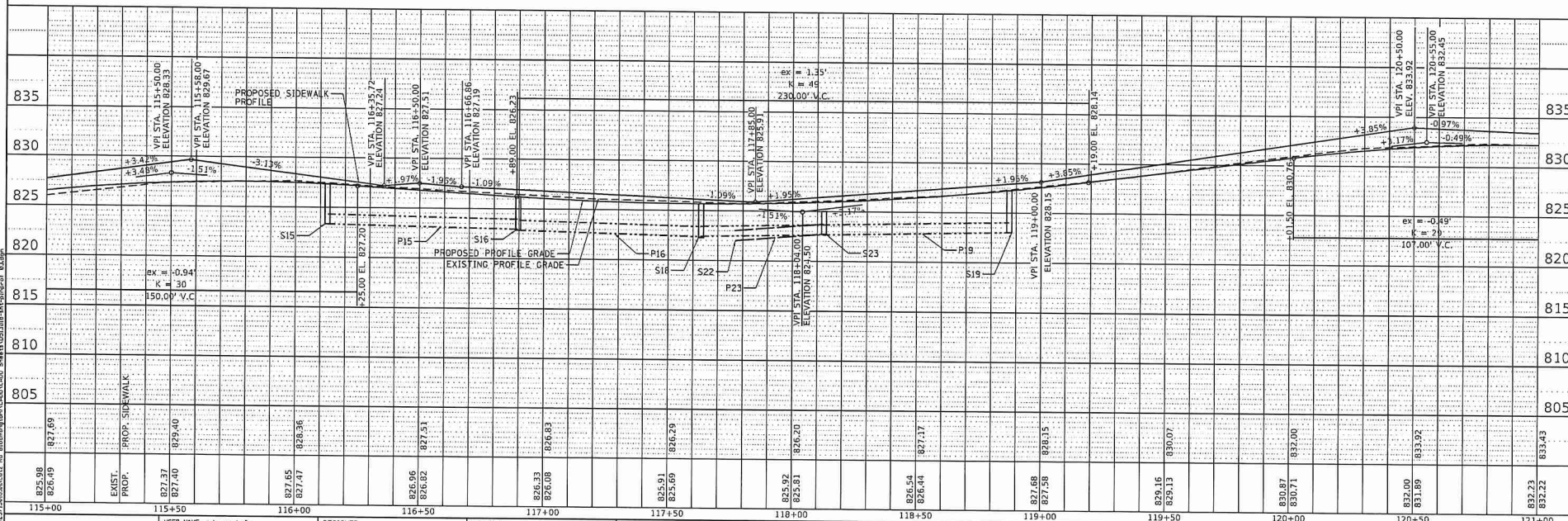


**LUZT ROAD IMPROVEMENTS
PLAN AND PROFILE - LUZT ROAD**

SCALE: SHEET 2 OF 4 SHEETS STA. TO STA.

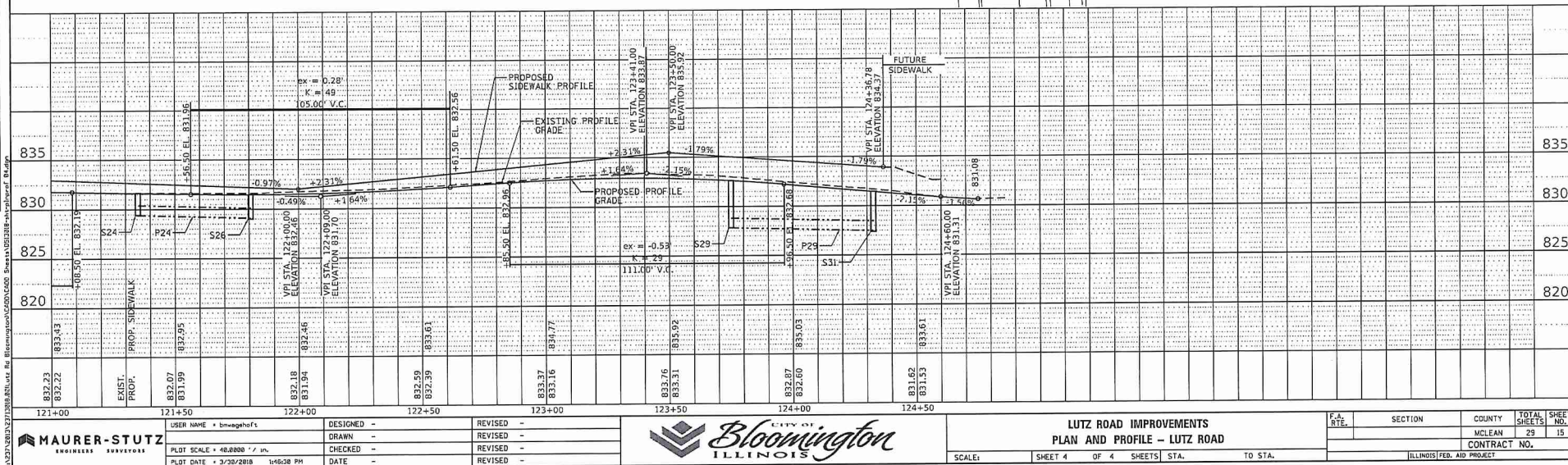
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		MCLEAN	29	13
			CONTRACT NO.	

PROFILE	SORTED _____	BT	DATE
	PLOTTED _____		
NOTE BOOK	GRADES CHECKED _____		
	B.M. NOTED _____		
NO. _____	STRUCTURE NOTATIONS CHFD _____		





1



MAURER-STUTZ
ENGINEERS
SURVEYORS

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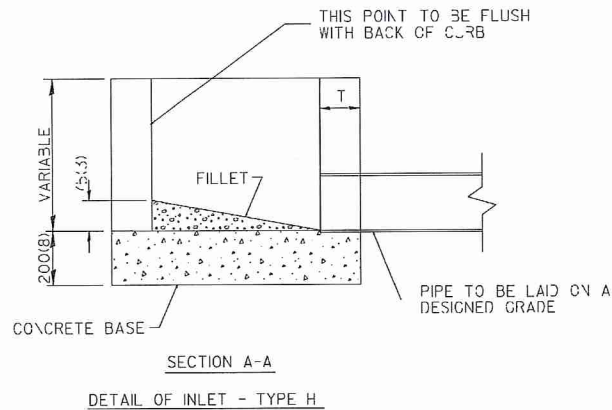
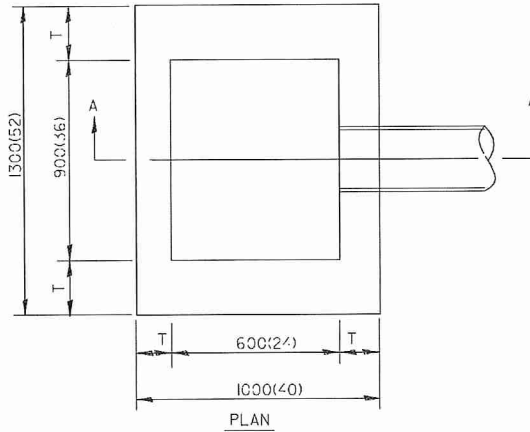
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MATERIALS PERMITTED FOR INLETS	T
PRECAST REINFORCED CONCRETE SECTIONS	75(3)
CAST-IN-PLACE CONCRETE	150(6)

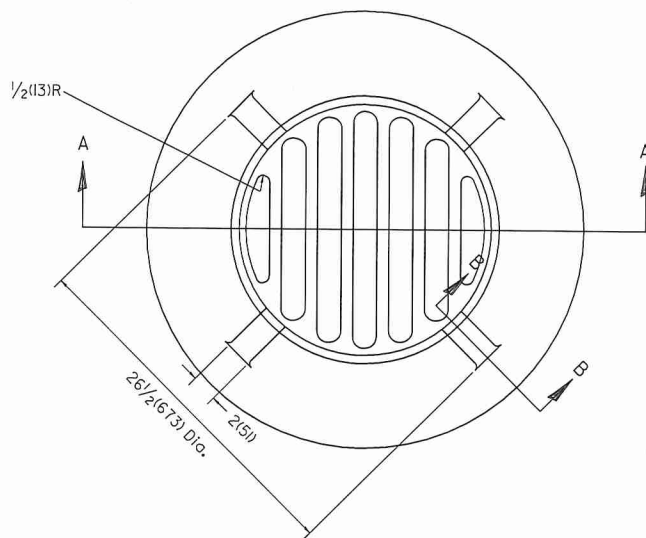
BRICKS AND MORTAR SHALL BE USED ONLY FOR ADJUSTMENTS

BICYCLE SAFE
TYPE 50 - FRAME AND GRATE

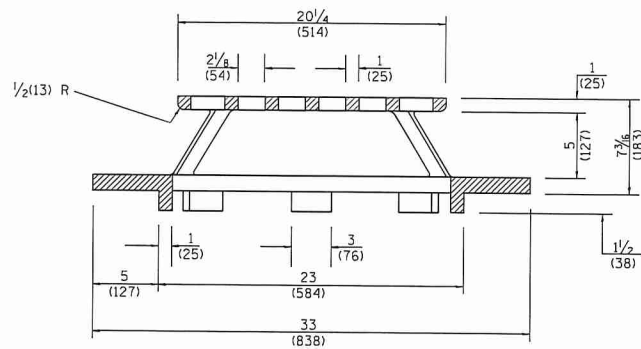
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All dimensions are in millimeters (inches) unless otherwise shown.

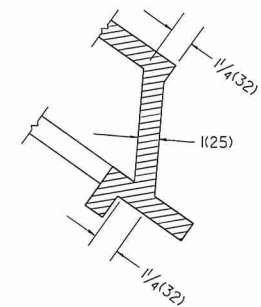
DESIGNED BY : INLET TYPES TYPE H STANDARD 6.07D	APPROVED BY : DATE :		CITY OF BLOOMINGTON ENGINEERING DEPARTMENT
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PLAN



SECTION A - A



SECTION B - B

GENERAL NOTES

1. MATERIAL - Cast Gray Iron
Weight 209 lbs (95 kg)

01-01-97	RENUM. B-10.02. NEW REVISION BOX	T.P.			
10-16-06	REVISED TO 2007 SPEC.	M.A.			

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

TYPE 37 GRATE

NOT TO SCALE

CADD STD. 604301-D4

All dimensions are in inches (millimeters) unless otherwise noted.					
D-4	F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
			MCLEAN	29	20
	CONTRACT NO.				
	FED. ROAD DIST. NO.	ILLINOIS	FED. AID PROJECT		

FILE NAME

51\237\2812\23713018.000.ctb Rd Bleedingham

ORIGINAL SURVEY	BY	DATE
SURVEYED		
NOTED		
PLATTED		
TEMPLATE		
AREAS		
CHECKED		

FINAL SURVEY	BY	DATE
SURVEYED		
NOTED		
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MAURER-STUTZ
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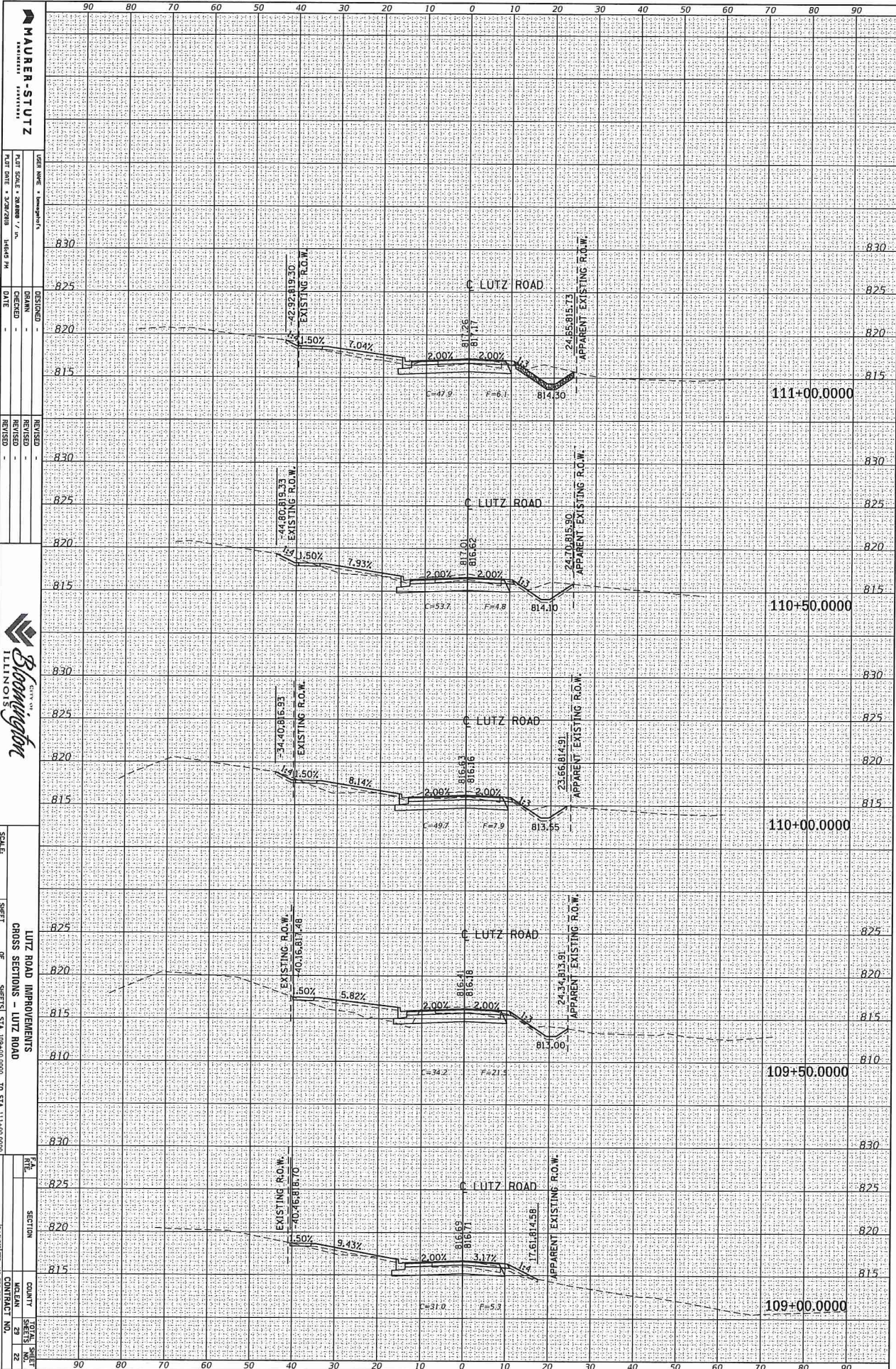
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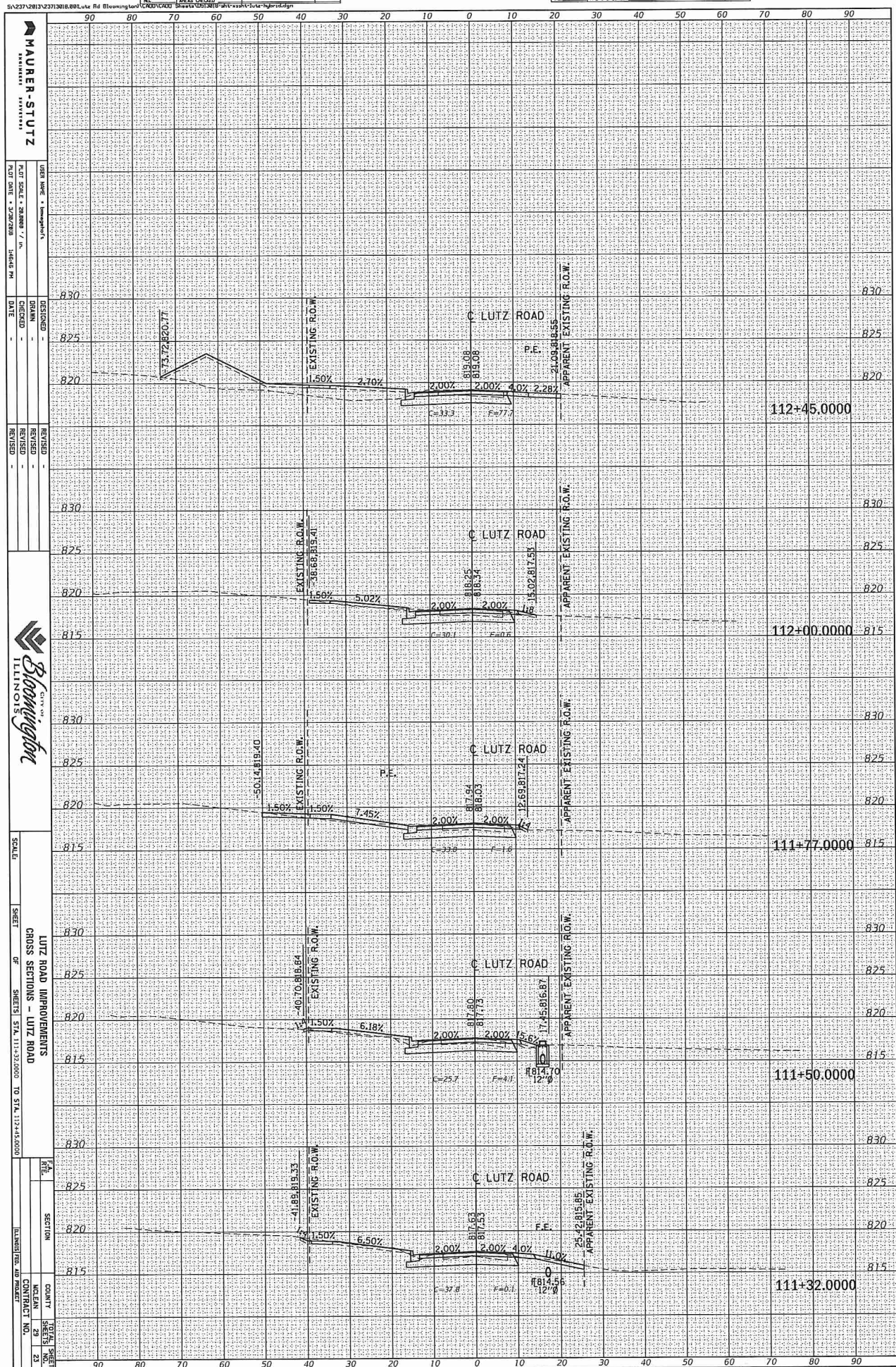
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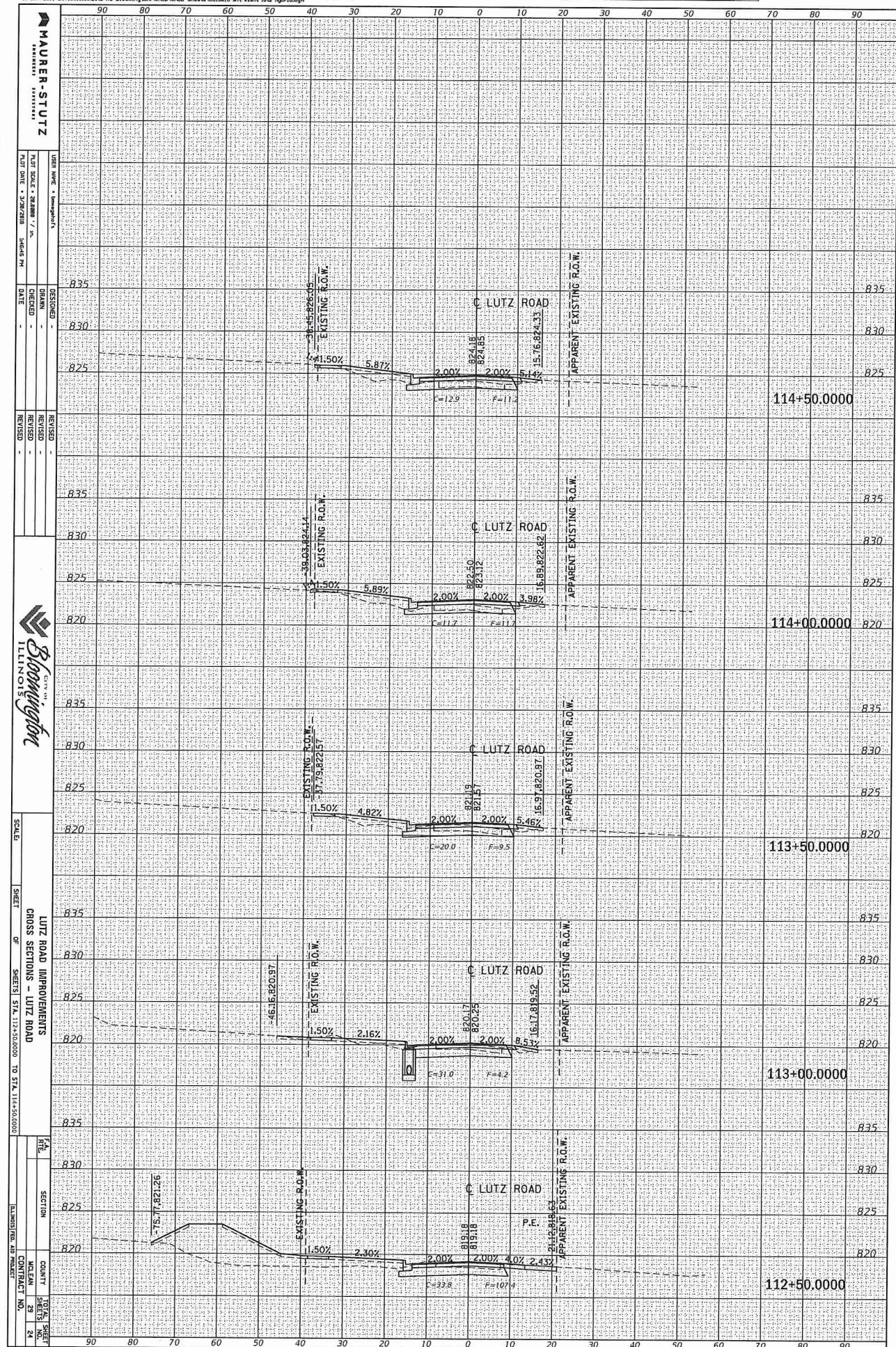
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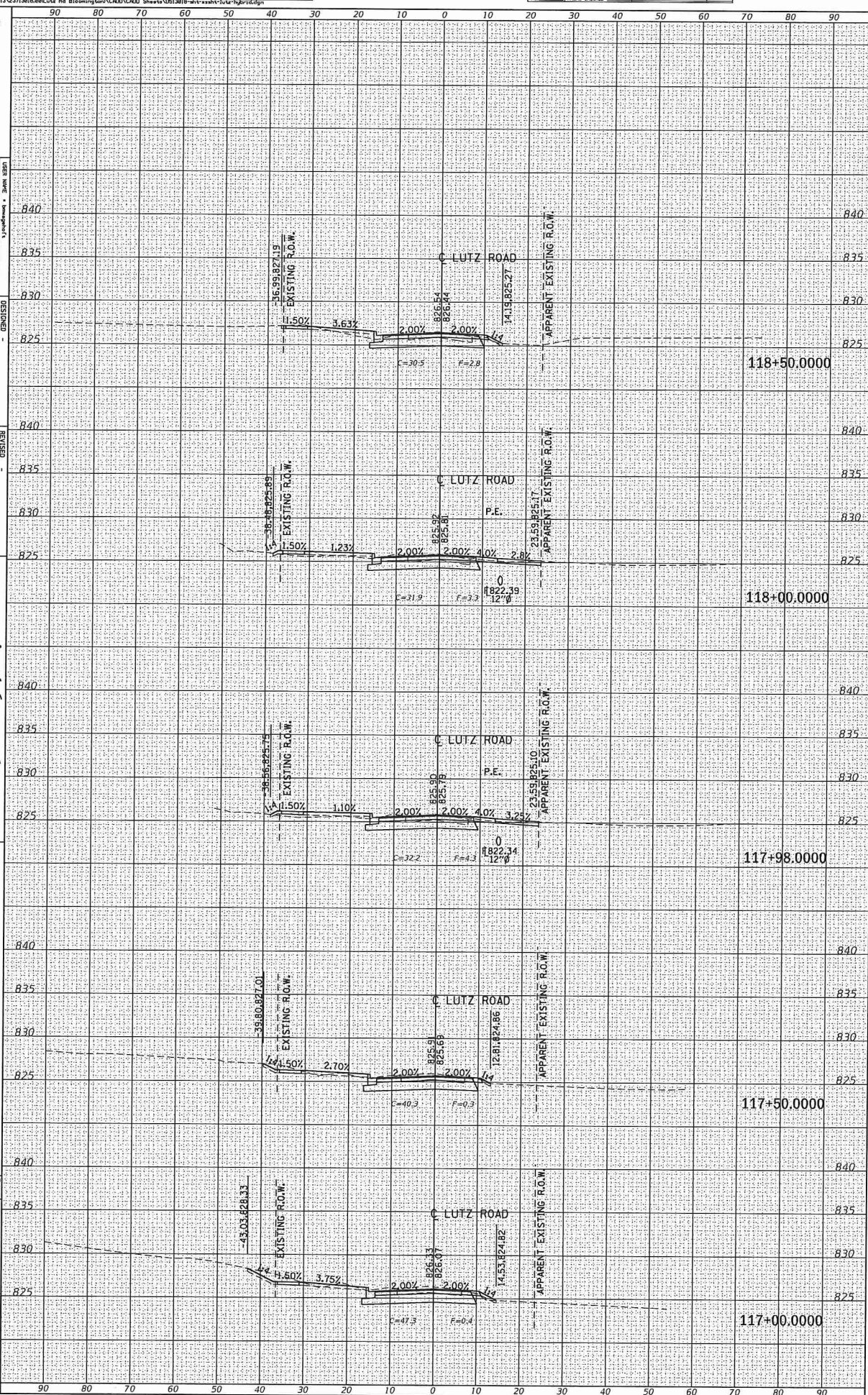
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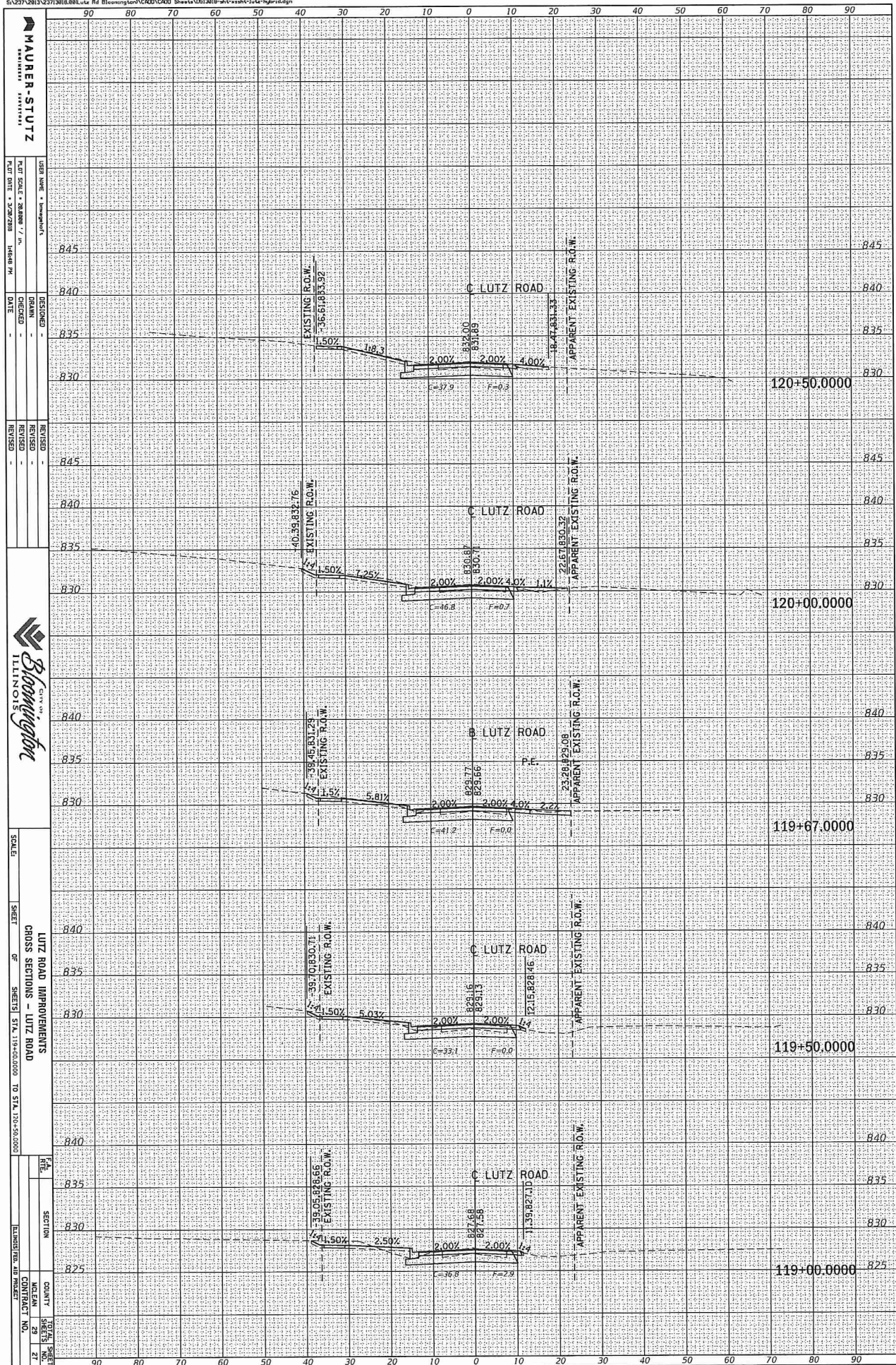
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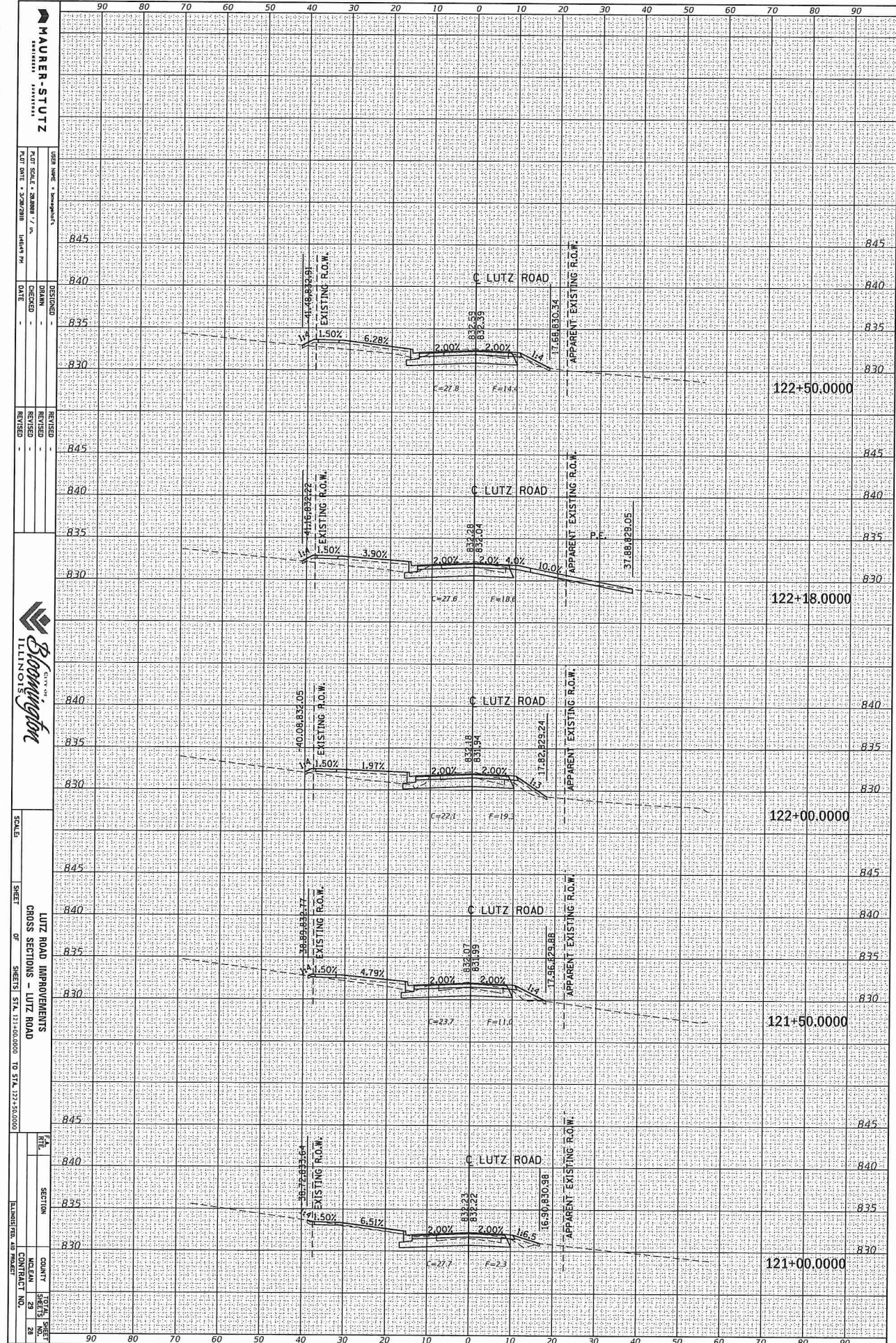
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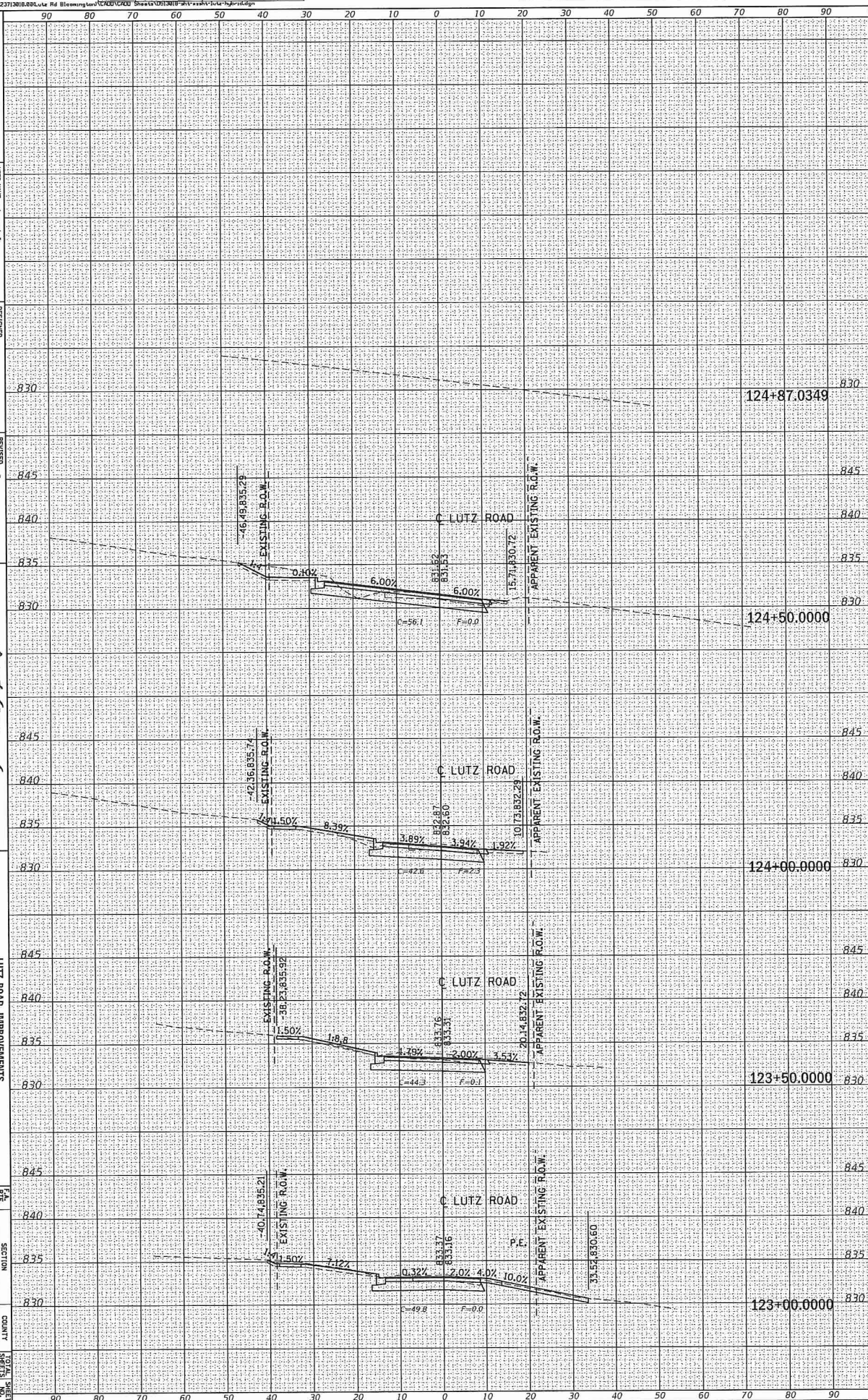
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CONTRACT NO.				
ILLINOIS FED. AID PROJECT				





CONSENT AGENDA ITEM NO. 6.I

FOR COUNCIL: April 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Precision Concrete, for the FY 2021 Sidewalk Vertical Displacement Repair Program (Bid #2020-31), in the amount of \$39,796.90, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an agreement with Precision Concrete for the FY 2021 Sidewalk Vertical Displacement Program in the amount of \$39,796.90. Vertical displacement sidewalk repair is commonly known as “grinding” and “saw cutting.” It is the process of sidewalk repair in which unevenness between two panels of sidewalk is resolved by cutting one or both panels and leaving a beveled edge. By repairing sidewalk panels, rather than replacing them, the City sees significant cost savings. Only certain displacements are candidates for grinding/saw cutting. Some panels must be replaced. However, the City has hundreds of locations in which panel repair is appropriate, and this method generally costs a third or a quarter of the cost of sidewalk replacement, depending on the individual case.



A case study in Oakridge 3rd Addition, where sidewalk displacements were a chronic problem, found that the City saved at least \$38,000 by repairing panels where feasible, instead of replacing panels, along one mile of sidewalk. In 2018, the City spent \$12,407 on 233 grinds in Oakridge 3. The City would have spent approximately \$50,000 had it replaced those panels instead of fixing them.

Public Works began a grinding program with a pilot project in 2013 and began grinding/saw cutting on a mass scale, with individual displacement-removal contracts, in 2016. Public

Works has budgeted \$100,000 for grinding/saw cutting for FY 2021. This contract marks the first phase of that work.

The Public Works Department prepared the FY 2021 Sidewalk Vertical Displacement Repair proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM Thursday March 19, 2020. Staff received four (4) bids and opened them at 2:00 PM March 19, 2020, at Grossinger Motors Arena. The results are charted below. (Note: Displacement removals are measured in a unit called inch-feet, which is the average depth of the displacement times the length of the displacement).

Bidder	City, State	Bid Amount (Bid #2020-31)	Responsible Bidder?
Universal Concrete Grinding	Gerard, Ohio	\$12,512.50	NO
Precision Concrete	Holland, MI	\$39,796.90	YES
George Gildner, Inc.	Bloomington, IL	\$47,190.00	YES
JG Stewart Contractors, Inc.	Bloomington, IL	\$54,983.50	YES
City Engineering Estimate		\$50,000.00	n/a

A 5% local preference was considered on this contract but did not affect the award of the contract. Universal Concrete Grinding of Gerard, Ohio, submitted the lowest price for displacement removal, but their bid had significant omissions and was determined to not constitute a responsive, responsible bid. Precision Concrete is the responsible bidder with the lowest prices. Public Works recommends approval of its bid of \$27.83 per inch-foot, \$39,796.90 total.

The substantial completion date for this project is April 30, 2021.

Following review of the submitted bids for resurfacing and sidewalks, staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only.

<u>Program</u>	<u>Budget</u>	<u>4/27/20 Bid Award</u>	<u>Unencumbered after 4/27/20</u>
Multi-Year Street and Alley Resurface Program	\$5,800,000.00	\$4,163,109.86	\$1,636,890.14
General Resurfacing	\$5,000,000.00	\$4,163,109.86	\$836,890.14
Pavement Preservation	\$800,000.00	\$0.00	\$800,000.00
Multi-Year Street, Alley, & Sidewalk Maintenance	\$200,000.00	\$203,100.00	\$-3,100.00
Street, Alley & Sidewalk Maintenance (Bid # 2020-43)		\$203,100.00	\$-3,100.00
Multi-Year Sidewalk and Ramp Replacement Program	\$1,280,000.00	\$1,047,526.26	\$232,473.74
Sidewalk and Curb Ramp Replacement Program (Bid #2020-32)	\$1,180,000.00	\$1,007,729.36	\$172,270.64
Sidewalk Vertical Displacement Repair Program (Bid #2020-31)	\$100,000.00	\$39,796.90	\$60,203.10

Lutz Road Reconstruction	\$980,000.00	\$821,975.00	\$158,025
TOTAL	\$8,260,000.00	\$6,235,711.12	\$2,039,288.88

Note: The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund with the exception of \$80,000 for sidewalk work, which is from Community Development Block Grant fund.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because the removal of these vertical sidewalk displacements means safer walking routes for the citizens of Bloomington.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines. If revenue decreases substantially work from this contract could be reduced even after this award. The contract stipulates that the City reserves the right to reduce the work performed at any time. Additionally, Public Works has intentionally left-over 20 percent of the budgeted amount from the Asphalt and Concrete fund unencumbered until the revenue stream is more predictable.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in the Pantagraph on March 19, 2020.

FINANCIAL IMPACT: If approved, \$39,796.90 will be awarded and paid from the Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled “Other Funds & Capital Improvement” on pages 61, 63, 168, 200 and 203.

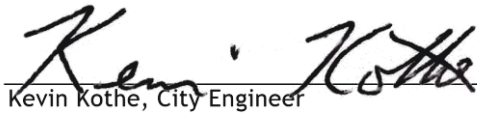
The work included in the contract can be minimized, if required, by staff as the year progresses based on actual revenues received.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Steve Arney, Engineering Technician II

Reviewed by:


Kevin Kothe, City Engineer

4/14/2020


Carla Murillo, Procurement Manager

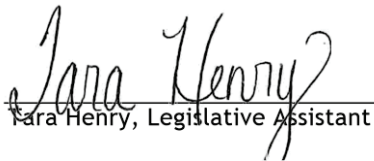
4/15/2020


Chris Tomerlin, Budget Manager

4/20/2020


Jeffrey R. Jurgens, Corporation Counsel

4/20/2020


Tara Henry, Legislative Assistant

4/22/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 5B Agreement_FY21 Vertical Displacement Program Agreement 04272020
- PW 5C Bid Tab_FY21 Vertical Displacement Program Agreement 04272020

AGREEMENT

THIS AGREEMENT, Made and entered into this **27th Day of April, 2020**, by and between **Precision Concrete, Holland, MI**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **February 27, 2020**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2021 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **March 19, 2020**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2021 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2021 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of \$39,796.90 executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in 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 of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work by April 30, 2021.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the 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 amount for fringe benefits) in the county where the work is performed. The 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 web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its City Manager, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

April 17, 2020

Mark Bonkowski, President
Precision Concrete, Inc.
Holland MI 49424

FY 2021 Vertical Displacement Repair Program
Project No. 50-13-53002-21-01
Bid No. 2020-31
Bid Tabulation

PREPARED BY : S. ARNEY
DATE : 4/8/2020

(For complete information covering these items, see plans and specifications)

						Engineer Estimate	Precision Concrete		George Gildner, Inc.		JG Stewart Contractors Inc.		Universal Concrete	
#	DESCRIPTION	UNITS	TOTAL QTY	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	Inch Feet	1430	\$35.00	\$50,050.00		\$27.83	\$39,796.90	\$33.00	\$47,190.00	\$38.45	\$54,983.50	\$8.75	\$12,512.50
				Total	\$50,050.00		Total	\$39,796.90	Total	\$47,190.00	Total	\$54,983.50	Total	\$12,512.50



CONSENT AGENDA ITEM NO. 6.J

FOR COUNCIL: April 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with JG Stewart Contractors, for the FY 2021 Sidewalk and Curb Ramp Replacement Program (Bid #2020-32), in the amount of \$1,007,729.36, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement with JG Stewart Contractors for the FY 2021 Sidewalk and Curb Ramp Replacement Program in the amount of \$1,007,729.36.

The Sidewalk and Curb Ramp Replacement Program is the main vehicle under which the City builds and replaces public sidewalk and constructs/replaces ramps that lead from crosswalks to sidewalks. The program also contains the 50-50 cost-sharing program (budgeted at \$100,000) under which property owners can partner with the City for expedited sidewalk repair.

The City will enter its fifth construction year since the Council passed the Sidewalk Master Plan on October 12, 2015. The plan set a goal of fixing substandard sidewalk citywide within 10 years. With Bloomington 40 percent of the way into this 10-year push, great progress made in the 2010s is tempered with the realization that sidewalk problems remain widespread. However, consistent Council funding has been vital in sustaining a path toward good public sidewalks that are accessible to all citizens, including those with disabilities.



The Public Works Department prepared the FY 2021 Sidewalk and Curb Ramp Replacement Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM Thursday, April 9, 2020, electronically or at Grossinger Motors Arena. Staff received three (3) bids and opened them at 2:00 PM Thursday, April 9, 2020 in the City Council Chambers, streamed live on the City Website. A three percent local preference was applicable to this bid award but had no effect. All three bidders are local contractors.

JG Stewart Contractors is the lowest responsible bidder among three bids opened on April 9. The bids are calculated by quantity prices and total quantities for sidewalk work envisioned for the coming year. A full bid tabulation is included. The total bids are charted below.

Contractor	Bid Amount (Bid #2020-32)
JG Stewart Contractors	\$1,007,729.36
George Gildner, Inc.	\$1,018,968.40
Stark Excavating	\$1,059,870.05

Public Works did not receive any other complete bids.

The substantial completion date for this project is in the bid documents as April 30, 2021.

Following review of the submitted bids for resurfacing and sidewalks, staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only.

<u>Program</u>	<u>Budget</u>	<u>4/27/20 Bid Award</u>	<u>Unencumbered after 4/27/20</u>
Multi-Year Street and Alley Resurface Program	\$5,800,000.00	\$4,163,109.86	\$1,636,890.14
General Resurfacing	\$5,000,000.00	\$4,163,109.86	\$836,890.14
Pavement Preservation	\$800,000.00	\$0.00	\$800,000.00

Multi-Year Street, Alley, & Sidewalk Maintenance	\$200,000.00	\$203,100.00	\$-3,100.00
Street, Alley & Sidewalk Maintenance (Bid # 2020-43)		\$203,100.00	\$-3,100.00
Multi-Year Sidewalk and Ramp Replacement Program	\$1,280,000.00	\$1,047,526.26	\$232,473.74
Sidewalk and Curb Ramp Replacement Program (Bid #2020-32)	\$1,180,000.00	\$1,007,729.36	\$172,270.64
Sidewalk Vertical Displacement Repair Program (Bid #2020-31)	\$100,000.00	\$39,796.90	\$60,203.10
Lutz Road Reconstruction	\$980,000.00	\$821,975.00	\$158,025
TOTAL	\$8,260,000.00	\$6,235,711.12	\$2,039,288.88

Note: The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund with the exception of \$80,000 for sidewalk work, which is from Community Development Block Grant fund.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because the repair of this infrastructure provides safe walking routes for the citizens of Bloomington.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund balance reserves within fund balance guidelines. If revenue decreases substantially work from this contract could be reduced even after this award. The contract stipulates that the City reserves the right to reduce the work performed at any time. Additionally, Public Works has intentionally left over 20 percent of the budgeted amount from the Asphalt and Concrete fund unencumbered until the revenue stream is more predictable.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in the Pantagraph on March 4, 2020.

FINANCIAL IMPACT: If approved, the awarded amount is \$1,007,729.36 with \$80,000 coming from the Community Development Capital Improvement-Sidewalk account (22402440-72560-52000) and \$927,729.36 from the Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 18, 61, 63, 168, 200, 203 and 204.

The work included in the contract can be minimized by staff, if required, as the year progresses based on actual revenues received by the City.

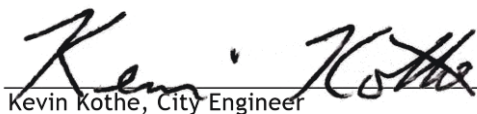
COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1.

Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

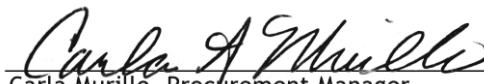
Prepared by: Steve Arney, Engineering Technician II

Reviewed by:



Kevin Kothe, City Engineer

4/14/2020



Carla Murillo, Procurement Manager

4/15/2020



Chris Tomerlin, Budget Manager

4/20/2020



Jeffrey R. Jurgens, Corporation Counsel

4/20/2020



Tara Henry, Legislative Assistant

4/22/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 6B Agreement_FY21 Sidewalk and Curb Ramp Replacement Program Agreement 04272020_Redacted
- PW 6C Bid Tab_FY21 Sidewalk and Curb Ramp Replacement Program Agreement 04272020

AGREEMENT

THIS AGREEMENT, Made and entered into this **27th Day of April**, by and between, **JG Stewart Contractors, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 4, 2020**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2021 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party did, on **April 9, 2020**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2021 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** on file in the office of the City Engineer of said City. A copy of specifications, plans and profiles of said improvement are on file in the City Engineer's Office and are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2021 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$1,007,729.36** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in 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 of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within by April 30, 2021.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector, shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the 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 amount for fringe benefits) in the county where the work is performed. The 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 web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

CITY OF BLOOMINGTON:

CONTRACTOR

City Manager

/

ATTEST:

WITNESS:

City Clerk

/

FY 2021 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM
PROJECT NO. 50-13-53002-21-00
Bid No. 2020-32

BID TABULATION

(For complete information covering these items, see plans and specifications)

PREPARED BY : S. ARNEY & S. LAW
DATE : 4/9/2020

				ENGINEER ESTIMATE			J.G. Stewart			George Gildner Inc			Stark Excavating		
#	DESCRIPTION	UNITS	TOTAL QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	SIDEWALK REMOVAL	SQ FT	80,967	\$2.29	\$185,414.43	\$2.18	\$176,508.06	\$2.25	\$182,175.75	\$2.85	\$230,755.95				
2	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	1,855	\$8.61	\$15,971.55	\$8.75	\$16,231.25	\$9.00	\$16,695.00	\$9.00	\$16,695.00				
3	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 8"	SQ FT	942	\$8.93	\$8,412.06	\$8.85	\$8,336.70	\$9.30	\$8,760.60	\$9.50	\$8,949.00				
4	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	14,240	\$7.99	\$113,777.60	\$7.75	\$110,360.00	\$8.50	\$121,040.00	\$8.80	\$125,312.00				
5	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6"	SQ FT	100	\$8.49	\$849.00	\$7.85	\$785.00	\$8.80	\$880.00	\$9.00	\$900.00				
6	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	60,361	\$6.98	\$421,319.78	\$7.20	\$434,599.20	\$7.25	\$437,617.25	\$7.30	\$440,635.30				
7	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 4"	SQ FT	100	\$7.61	\$761.00	\$7.35	\$735.00	\$7.70	\$770.00	\$8.50	\$850.00				
8	PORTLAND CEMENT CONCRETE RAMPS	SQ FT	6,517	\$11.76	\$76,639.92	\$14.65	\$95,474.05	\$15.00	\$97,755.00	\$9.00	\$58,653.00				
9	HIGH EARLY-STRENGTH PORTLAND CEMENT CONCRETE RAMPS	SQ FT	100	\$12.36	\$1,236.00	\$15.05	\$1,505.00	\$15.00	\$1,500.00	\$10.50	\$1,050.00				
10	EARTH EXCAVATION	SQ FT	3,616	\$2.22	\$8,027.52	\$3.65	\$13,198.40	\$1.80	\$6,508.80	\$0.80	\$2,892.80				
11	DETECTABLE WARNINGS, CAST IN PLACE	SQ FT	1,012	\$23.36	\$23,640.32	\$24.75	\$25,047.00	\$24.00	\$24,288.00	\$22.00	\$22,264.00				
12	DETECTABLE WARNINGS, BOLT DOWN	SQ FT	30	\$31.14	\$934.20	\$35.95	\$1,078.50	\$30.00	\$900.00	\$22.00	\$660.00				
13	PARTIAL CURB REMOVAL (BY SAW CUTTING)	LF	67	\$36.02	\$2,413.34	\$24.00	\$1,608.00	\$30.00	\$2,010.00	\$62.00	\$4,154.00				
14	COMBINATION CURB AND GUTTER REMOVAL, (SPOT REMOVE), SPECIAL	LF	1,212	\$15.24	\$18,470.88	\$8.00	\$9,696.00	\$25.00	\$30,300.00	\$12.00	\$14,544.00				
15	COMBINATION CURB AND GUTTER, (SPOT PLACEMENT), SPECIAL	LF	1,212	\$40.40	\$48,964.80	\$43.00	\$52,116.00	\$25.00	\$30,300.00	\$51.00	\$61,812.00				
16	PLANTER RETAINING WALL, SPECIAL	LF	10	\$75.10	\$751.00	\$50.00	\$500.00	\$60.00	\$600.00	\$61.00	\$610.00				
17	RETAINING WALL, SPECIAL	LF	39	\$76.00	\$2,964.00	\$81.75	\$3,188.25	\$97.00	\$3,783.00	\$81.00	\$3,159.00				
18	BARRIER YARD CURB, SPECIAL	LF	175	\$40.00	\$7,000.00	\$50.50	\$8,837.50	\$34.00	\$5,950.00	\$60.00	\$10,500.00				
19	INLETS/MANHOLES TO BE ADJUSTED	EA	9	\$375.00	\$3,375.00	\$420.00	\$3,780.00	\$320.00	\$2,880.00	\$380.00	\$3,420.00				
20	TYPE 3 FRAME AND GRATE	EA	1	\$350.00	\$350.00	\$538.00	\$538.00	\$600.00	\$600.00	\$826.00	\$826.00				
21	TYPE 50 FRAME AND GRATE	EA	1	\$500.00	\$500.00	\$563.00	\$563.00	\$620.00	\$620.00	\$940.00	\$940.00				
22	REMOVING INLETS	EA	4	\$359.00	\$1,436.00	\$450.00	\$1,800.00	\$200.00	\$800.00	\$350.00	\$1,400.00				
23	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	EA	4	\$2,100.00	\$8,400.00	\$1,850.00	\$7,400.00	\$2,100.00	\$8,400.00	\$2,850.00	\$11,400.00				
24	SIDEWALK REINFORCEMENT, SPECIAL	SQ FT	5,133	\$1.25	\$6,416.25	\$1.30	\$6,672.90	\$1.00	\$5,133.00	\$1.00	\$5,133.00				
25	TRAFFIC CONTROL, MAJOR STREET	EA	13	\$1,100.00	\$14,300.00	\$1,100.00	\$14,300.00	\$1,200.00	\$15,600.00	\$1,400.00	\$18,200.00				
26	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	IN-FT	38	\$45.00	\$1,710.00	\$32.00	\$1,216.00	\$30.00	\$1,140.00	\$38.00	\$1,444.00				
27	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	SQ FT	1,333	\$1.80	\$2,399.40	\$3.05	\$4,065.65	\$2.00	\$2,666.00	\$3.00	\$3,999.00				
28	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SQ FT	13	\$2.00	\$26.00	\$5.05	\$65.65	\$2.00	\$26.00	\$25.00	\$325.00				
29	DRAIN TILE STUB, SPECIAL	EA	1	\$2,000.00	\$2,000.00	\$850.00	\$850.00	\$1,125.00	\$1,125.00	\$600.00	\$600.00				
30	MONOLITHIC CURB, SPECIAL	LF	130	\$35.00	\$4,550.00	\$20.00	\$2,600.00	\$25.00	\$3,250.00	\$10.00	\$1,300.00				
31	PAVEMENT REMOVAL, SPECIAL	SQ FT	1,365	\$3.50	\$4,777.50	\$2.45	\$3,344.25	\$3.00	\$4,095.00	\$3.80	\$5,187.00				
32	PAVEMENT PATCHING, SPECIAL	SQ YD	10	\$17.46	\$174.60	\$73.00	\$730.00	\$80.00	\$800.00	\$130.00	\$1,300.00				
TOTAL					\$987,962.15	TOTAL		\$1,007,729.36	TOTAL		\$1,018,968.40	TOTAL		\$1,059,870.05	



CONSENT AGENDA ITEM NO. 6.K

FOR COUNCIL: April 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action to approve an Agreement with Stark Excavating, Inc., for the FY 2020 Concrete Repairs Program (Bid #2020-29), in the amount of \$326,706.91, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4d. Improved neighborhood infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement with Stark Excavating, Inc., for the FY 2020 Concrete Repairs Program in the amount of \$326,706.91.

Public Works has staff that performs minor maintenance to streets and alleys, including pothole repair and minor patches. Major street and alley work are handled by contractors working for the City.

The FY 2020 Concrete Repairs Program will consist of the removal of the existing pavement; the necessary excavation and replacement with the class and type of patch specified at designated locations; removal and repair of sidewalk surfaces and appurtenances, curb and gutter reconstruction; and storm inlet repair and replacement on South Hershey Road (various locations from E. Washington St to Ireland Grove Road) in the City of Bloomington. This project will repair the portion between Oakland and Lincoln so that resurfacing is not necessary. The remainder will be in preparation for resurfacing so that the surface is on a suitable base.



The Public Works Department prepared the FY 2020 Concrete Repairs Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM Thursday, April 9, 2020, electronically or at Grossinger Motors Arena. Staff received two (2) bids and opened them at 1:00 PM Thursday, April 9, 2020 in the City Council Chambers, streamed live on the City Website.

Contractor	Bid Combination	Bid Amount (Bid #2020-29)
Rowe Construction	Base	\$532,915.70
	Base + Alternate A	\$721,288.76
	Base + Alternate B	\$758,625.40
Stark Excavating, Inc.	Base	\$326,706.91
	Base + Alternate A	\$495,905.63
	Base + Alternate B	\$504,974.82

Public Works did not receive any other complete bids.

A local preference was applicable to this contract award but did not affect the award. Both bidders are local contractors. The low bid was approximately 25% higher than the staff estimate. However, this type of project is atypical for the City and therefore there was not a good reference for the cost of the work. Staff does believe that the low bid is reasonable and therefore Public Works recommends approval of the base bid of \$326,706.91 to Stark Excavating, Inc.

The completion date for this project is in the bid documents as August 15, 2020.

Following review of the submitted bids for FY 2020 Concrete Repairs Program, staff recommended the following final allocation as the best use of available funding for FY 2020.

Program

Budget

Awarded

Multi-Year Street and Alley Resurface Program	\$4,766,445.57	\$4,691,445.57
General Resurfacing (Bid #2019-95)		\$4,134,653.97
Pavement Preservation		\$399,887.60
Street, Alley & Sidewalk Maintenance (Bid # 2019-32)		\$156,904.00
Multi-Year Sidewalk Repair Program, ADA Sidewalk Ramp Replacement Program, and Sidewalk Replacement 50-50 Program	\$1,033,554.43	\$726,783.43
Sidewalk and Curb Ramp Replacement Program, Phase I (Bid #2019-36)		\$696,039.50
Sidewalk Vertical Displacement Repair Program (Bid #2019-37)		\$10,254.53
Sidewalk and Curb Ramp Replacement Program, Phase II		\$20,489.40
Concrete Street Repairs (Bid #2020-29)	\$75,000.00	\$326,706.91
TOTAL	\$5,800,000.00	\$ 5,744,935.91

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because of the state of South Hershey Road and the necessity for immediate repair.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in the Pantagraph on March 6, 2020.

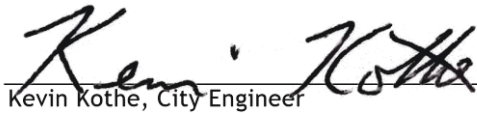
FINANCIAL IMPACT: If approved, a budget transfer of \$251,706.91 will be processed from the Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560) to the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530) where the \$326,706.91 will be paid. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 78, 79, 242, 282, 283 and 287.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management; Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Dominic Kallas, Engineer

Reviewed by:


Kevin Kothe, City Engineer

4/14/2020


Carla Murillo, Procurement Manager

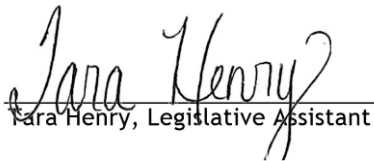
4/15/2020


Chris Tomerlin, Budget Manager

4/20/2020


Jeffrey R. Jurgens, Corporation Counsel

4/20/2020


Tara Henry, Legislative Assistant

4/22/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 4B Agreement_FY20 Concrete Repair Program Agreement 04272020
- PW 4C Bid Tab_FY20 Concrete Repair Program Agreement 04272020
- PW 4D Certificate of Liability Insurance

AGREEMENT

THIS AGREEMENT, Made and entered into this **April 27, 2020**, by and between, **Stark Excavating Inc**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 5, 2020**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2020 CONCRETE REPAIRS** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 9, 2020**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2020 CONCRETE REPAIRS** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2020 CONCRETE REPAIRS** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$326,706.91** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in 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 of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within by August 15, 2020.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the 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 amount for fringe benefits) in the county where the work is performed. The 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 web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

CITY OF BLOOMINGTON:

CONTRACTOR:

City Manager



ATTEST:

WITNESS:

City Clerk



Base Bid Items

ITEM NO.	ITEM	UNIT	ROADWAY	ENGINEERS ESTIMATE		Stark Excavating, Inc.		ROWE CONSTRUCTION INC	
				PRICE PER UNIT	TOTAL ESTIMATED COST	PRICE PER UNIT	TOTAL ESTIMATED COST	PRICE PER UNIT	TOTAL ESTIMATED COST
20201200	Removal and Disposal of Unsuitable Material	CU. YD.	100	\$ 50.00	\$ 5,000.00	\$ 68.00	\$ 6,800.00	\$ 51.39	\$ 5,139.00
31101100	Subbase Granular Material, Type B	CU. YD.	100	\$ 45.00	\$ 4,500.00	\$ 78.00	\$ 7,800.00	\$ 91.57	\$ 9,157.00
42400100	Portland Cement Concrete Sidewalk 4"	SQ. FT.	1,674.60	\$ 6.98	\$ 11,688.71	\$ 9.00	\$ 15,071.40	\$ 23.31	\$ 39,034.93
42400300	Portland Cement Concrete Sidewalk 6"	SQ. FT.	60.00	\$ 8.10	\$ 486.00	\$ 13.00	\$ 780.00	\$ 23.57	\$ 1,414.20
42400800	Detectable Warnings, (Cast in Place)	SQ. FT.	310.00	\$ 23.36	\$ 7,241.60	\$ 23.00	\$ 7,130.00	\$ 37.40	\$ 11,594.00
44000500	Combination Curb & Gutter Removal	LIN. FT	816.50	\$ 17.93	\$ 14,639.85	\$ 22.00	\$ 17,963.00	\$ 36.15	\$ 29,516.48
44000600	Sidewalk Removal	SQ. FT.	4,861.98	\$ 2.29	\$ 11,133.93	\$ 4.00	\$ 19,447.92	\$ 7.97	\$ 38,749.98
44200094	Pavement Patching, Type II, 8 Inch	SQ. YD.	318.00	\$ 70.00	\$ 22,260.00	\$ 158.00	\$ 50,244.00	\$ 204.52	\$ 65,037.36
44200099	Pavement Patching, Type III, 8 Inch	SQ. YD.	88.56	\$ 70.00	\$ 6,198.89	\$ 137.00	\$ 12,132.72	\$ 184.76	\$ 16,361.52
44200101	Pavement Patching, Type IV, 8 Inch	SQ. YD.	673.61	\$ 70.00	\$ 47,152.78	\$ 108.00	\$ 72,749.88	\$ 156.95	\$ 105,723.26
59300100	Controlled Low-Strength Material	CU. YD.	10.00	\$ 74.62	\$ 746.20	\$ 104.00	\$ 1,040.00	\$ 136.28	\$ 1,362.80
60604400	Combination Curb & Gutter, Type B-6.18	LIN. FT	816.50	\$ 38.00	\$ 31,027.00	\$ 62.00	\$ 50,623.00	\$ 59.44	\$ 48,532.76
67100100	Mobilization	L.S.	1.00	\$ 9,000.00	\$ 9,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,111.26	\$ 4,111.26
S21101	Topsoil Placement & Seeding	SQ. YD.	518.00	\$ 2.00	\$ 1,036.00	\$ 13.50	\$ 6,993.00	\$ 55.20	\$ 28,593.60
S42401	P.C.C. ADA Ramp 6"	SQ. FT.	2,028.38	\$ 11.00	\$ 22,312.18	\$ 10.50	\$ 21,297.99	\$ 29.20	\$ 59,228.70
S42402	Sidewalk Reinforcement, Special	SQ. FT.	740.00	\$ 1.25	\$ 925.00	\$ 1.40	\$ 1,036.00	\$ 27.94	\$ 20,675.60
S42403	Detectable Warnings, (Bolt Down)	SQ. FT.	40.00	\$ 31.14	\$ 1,245.60	\$ 23.00	\$ 920.00	\$ 34.95	\$ 1,398.00
S42404	Saw Cutting/Grinding Sidewalk, Special	Inch-FT	92.56	\$ 37.00	\$ 3,424.72	\$ 50.00	\$ 4,628.00	\$ 52.57	\$ 4,865.88
S60201	Inlet to be Adjusted, Special	EACH	8.00	\$ 375.02	\$ 3,000.16	\$ 550.00	\$ 4,400.00	\$ 1,851.00	\$ 14,808.00
S60202	Manhole to be Adjusted, Special	EACH	3.00	\$ 1,625.00	\$ 4,875.00	\$ 550.00	\$ 1,650.00	\$ 1,542.73	\$ 4,628.19
S70101	Traffic Control Complete	L.S.	1.00	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$ 22,982.54	\$ 22,982.54
Base Bid					\$ 257,893.61		\$ 326,706.91		\$ 532,915.06

Bid - Alternate A

44201329	8" Class C Pavement Patching - Type II	SQ. YD.	128.56	\$ 70.00	\$ 8,998.89	\$ 169.00	\$ 21,725.89	\$ 163.74	\$ 21,049.69
44201333	8" Class C Pavement Patching - Type III	SQ. YD.	38.22	\$ 70.00	\$ 2,675.56	\$ 152.00	\$ 5,809.78	\$ 147.92	\$ 5,653.83
44201335	8" Class C Pavement Patching - Type IV	SQ. YD.	1,336.44	\$ 70.00	\$ 93,551.11	\$ 106.00	\$ 141,663.11	\$ 120.97	\$ 161,669.68
					\$ 105,225.56		\$ 169,198.78		\$ 188,373.20
Base Bid + Alternate A Total					\$ 363,119.17		\$ 495,905.69		\$ 721,288.26

Bid - Alternate B

44200934	8" Class B Pavement Patching - Type II	SQ. YD.	128.56	\$ 125.00	\$ 16,069.44	\$ 169.00	\$ 21,725.89	\$ 150.93	\$ 19,402.89
44200942	8" Class B Pavement Patching - Type III	SQ. YD.	38.22	\$ 125.00	\$ 4,777.78	\$ 152.00	\$ 5,809.78	\$ 139.73	\$ 5,340.79
44200944	8" Class B Pavement Patching - Type IV	SQ. YD.	1,336.44	\$ 125.00	\$ 167,055.56	\$ 106.00	\$ 141,663.11	\$ 126.73	\$ 169,367.60
44213200	Saw Cuts	LIN. FT	4,719.00	\$ 2.60	\$ 12,269.40	\$ 0.01	\$ 47.19	\$ 2.94	\$ 13,873.86
44213204	Tie Bars 3/4"	EACH	694.00	\$ 12.00	\$ 8,328.00	\$ 13.00	\$ 9,022.00	\$ 25.54	\$ 17,724.76
					\$ 208,500.18		\$ 178,267.97		\$ 225,709.91
Base Bid + Alternate B Total					\$ 466,393.79		\$ 504,974.88		\$ 758,624.96



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Risk Managers 2104 Windsor Place Suite B Champaign IL 61820	CONTACT NAME: Luke Sherman PHONE (A/C, No, Ext): (217) 239-3755 E-MAIL ADDRESS: service@irmagency.com FAX (A/C, No): (217) 239-3769																					
INSURED Stark Excavating, Inc 1805 W Washington St Bloomington IL 61701-3703	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Old Republic General Ins Corp</td><td>24139</td></tr><tr><td>INSURER B:</td><td>Starr Indemnity & Liability Co</td><td>38318</td></tr><tr><td>INSURER C:</td><td>Travelers Property Cas America</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Westchester Surplus Lines Insurance</td><td>10172</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Old Republic General Ins Corp	24139	INSURER B:	Starr Indemnity & Liability Co	38318	INSURER C:	Travelers Property Cas America	25674	INSURER D:	Westchester Surplus Lines Insurance	10172	INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 20-21 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y			01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY				01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0				01/01/2020	01/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		12/31/2019	12/31/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater Installation Floater				01/01/2020	01/01/2021	Leased/Borrowed Equip \$525,000 Any One Job Site \$1,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2020 Spring Concrete Repairs

City of Bloomington is included as Additional Insured with respect to General Liability, as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Bloomington
109 E. Olive St.

Bloomington

IL 61702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONSENT AGENDA ITEM NO. 6.L

FOR COUNCIL: April 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with George Gildner, Inc., for the FY 2021 Utility Maintenance Program (Bid #2020-39), in the amount of \$1,582,700, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement with George Gildner, Inc., for the FY 2021 Utility Maintenance Program in the amount of \$1,582,700.

The Utility Maintenance Program includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are emergency and non-emergency work. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY 2021 Utility Maintenance Program is \$1,900,000.

The Public Works Department prepared the FY 2021 Utility Maintenance Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:15 PM Thursday, April 9, 2020, electronically or at Grossinger Motors Arena. Staff received three (3) bids and opened them at 1:15 PM Thursday, April 9, 2020 in the City Council Chambers, streamed live on the City website.

Contractor	Bid Amount (Bid #2020-39)
George Gildner, Inc.	\$1,582,700.00
Stark Excavating, Inc.	\$2,794,082.00
Hoerr Construction, Inc.	\$1,990,850.00

Public Works did not receive any other complete bids.

The substantial completion date for this project is in the bid documents as April 30, 2021.

The proposal included a Base Bid (A) and an Additive Alternative (B) for this project. The Additive Alternative (B) increased the Base Bid (A) quantities and was included in this proposal in case the City received favorable pricing within the FY 2021 budget. The details of (A) and (B) are included with the attached Bid Tab. The value below is the combined Base Bid (A) and Additive Alternative (B) as a total bid price (\$1,582,700.00).

Following review of the submitted bids, staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only.

<u>Fund</u>	<u>Budget</u>	<u>Bid Award</u>
Storm Water	\$450,000	\$374,850
Sanitary Sewer	\$900,000	\$749,700
Water	\$550,000	\$458,150
TOTAL	\$1,900,000	\$1,582,700

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because this program includes essential City utility repairs that are emergency and non-emergency. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. However, it is required to maintain City utility infrastructure.

The Storm Water Fund, Sanitary Sewer Fund, and Water Fund are Enterprise Funds that generate fees for funding their operations. Storm Water Fund fees are intended/dedicated solely for the support of storm water services to the City, including infrastructure expenditures, such as keeping lakes and streams clean, maintaining waterways to minimize erosion and damage to adjacent property, maintaining detention basins to reduce flooding and filter out pollution, street sweeping, and inlet maintenance and repairs. Sanitary Sewer Fund fees are intended/dedicated solely for the support of sanitary sewer services to the City, including infrastructure expenditures, such as ongoing maintenance and repairs to sanitary sewer and combined sewer infrastructure, emergency cave-ins, and sewer cleaning. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in the Pantagraph on March 10, 2020.

FINANCIAL IMPACT: If approved, the contract for FY 2021 Utility Maintenance Program in the amount of \$1,582,700 will be awarded to George Gildner Inc. Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement". The page numbers follow the specific accounts and dollar amounts:

	Budget	Bid Award
Storm Water - Repair Maint. Infrastructure (53103100-70550) page 101	\$400,000	\$333,200
Storm Water - Grading & Seeding (53103100-70580) page 101	\$50,000	\$41,650
Sanitary Sewer - Repair Maint. Infrastructure (51101100-70550) page 96	\$800,000	\$666,400

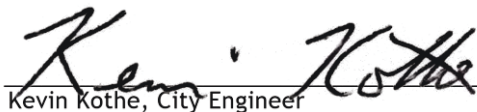
Sanitary Sewer - Grading & Seeding (51101100-70580) page 96	\$100,000	\$83,300
Water - Lake Maintenance - Repair Maint. Infrastructure (50100140-70550) page 88	\$50,000	\$41,650
Water - Mechanical Maintenance - Repair Maint. Infrastructure (50100160-70550) page 92	\$250,000	\$208,250
Water - Meter Services-Other Capital Imp. (50100150-72620) page 91	\$100,000	\$83,300
Water- Transmission/Distribution - Repair Maint. Infrastructure (50100120-70550) page 84	\$150,000	\$124,950
Totals:	\$1,900,000	\$1,582,700

COMMUNITY DEVELOPMENT IMPACT: 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, 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 Council consideration.

Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:


Kevin Kothe, City Engineer

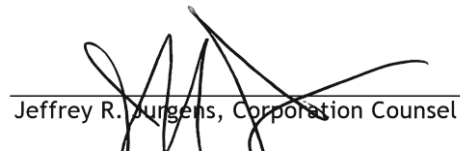
4/14/2020


Misty Shafer, Procurement Specialist

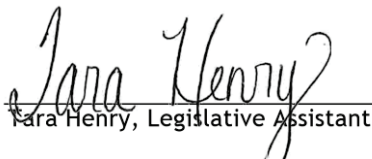
4/21/2020


Chris Tomerlin, Budget Manager

4/21/2020


Jeffrey R. Jurgens, Corporation Counsel

4/22/2020


Tara Henry, Legislative Assistant

4/22/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 1B Agreement_Utility Maintenance Program Agreement 04272020
- PW 1C Bid Tab_ Utility Maintenance Program Agreement 04272020

AGREEMENT

THIS AGREEMENT, Made and entered into this **Monday April 27, 2020**, by and between, **George Gildner, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 10, 2020**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2021 UTILITY MAINTENANCE** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Thursday, April 9, 2020**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2021 UTILITY MAINTENANCE** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Bid Package, Specifications, Special Provisions, Contractor's Bid Form, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2021 UTILITY MAINTENANCE** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$1,582,700.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in 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 of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within **350 calendar days** of issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") including the Public Act 100-1177 effective June 1, 2019. 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 amount for fringe benefits) in the county where the work is performed. The 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 web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

CITY OF BLOOMINGTON:

City Manager

ATTEST:

City Clerk

CONTRACTOR:

George Gildner Inc.



WITNESS:



George Gildner, Inc.
2031 Ireland Grove Road
PO Box 846
Bloomington, IL 61702-0846

CITY OF BLOOMINGTON
FY2021 UTILITY MAINTENANCE
 PROJECT NO. CITY # 50-18-53005-21-00
 CITY BID NO. 2020-39
BID TABULATION

Bid Opening Date: 4/9/2020

Attended By: Carla Murillo

Bid Opening Time: 1:15 PM

Tara Henry

PREPARED BY: Ward Snarr

	2021 Budget				LOW BID						
Base Bid (A)	\$1,900,000.00		ENGINEERS ESTIMATE		George Gildner, Inc.		Stark Excavating, Inc.		Hoerr Construction, Inc.		
LABOR / ITEM	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	
LABORER/CEMENT MASON	HR	9000	\$73.00	\$657,000.00	\$80.00	\$720,000.00	\$153.60	\$1,382,400.00	\$90.00	\$810,000.00	
OPERATING ENGINEER	HR	4500	\$85.00	\$382,500.00	\$70.00	\$315,000.00	\$99.10	\$445,950.00	\$90.00	\$405,000.00	
PLUMBER	HR	2700	\$85.00	\$229,500.00	\$62.00	\$167,400.00	\$93.00	\$251,100.00	\$60.00	\$162,000.00	
TRUCK DRIVER	HR	4500	\$65.00	\$292,500.00	\$10.00	\$45,000.00	\$29.10	\$130,950.00	\$20.00	\$90,000.00	
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL		TOTAL		TOTAL	
EMERGENCY LABORER	HR	1000	\$78.00	\$78,000.00	\$80.00	\$80,000.00	\$103.00	\$103,000.00	\$135.00	\$135,000.00	
EMERGENCY OPERATING ENGINEER	HR	500	\$98.00	\$49,000.00	\$70.00	\$35,000.00	\$129.00	\$64,500.00	\$135.00	\$67,500.00	
EMERGENCY PLUMBER	HR	300	\$95.00	\$28,500.00	\$62.00	\$18,600.00	\$119.00	\$35,700.00	\$90.00	\$27,000.00	
EMERGENCY TRUCK DRIVER	HR	500	\$25.00	\$12,500.00	\$5.00	\$2,500.00	\$30.00	\$15,000.00	\$60.00	\$30,000.00	
TOTAL BID (A) =				\$1,729,500.00		\$1,383,500.00			\$2,428,600.00		\$1,726,500.00

Additive Alternative (B)					George Gildner, Inc.		Stark Excavating, Inc.		Hoerr Construction, Inc.	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
LABORER/CEMENT MASON	HR	1470	\$73.00	\$107,310.00	\$76.00	\$111,720.00	\$153.60	\$225,792.00	\$90.00	\$132,300.00
OPERATING ENGINEER	HR	600	\$85.00	\$51,000.00	\$70.00	\$42,000.00	\$99.00	\$59,400.00	\$90.00	\$54,000.00
PLUMBER	HR	250	\$85.00	\$21,250.00	\$62.00	\$15,500.00	\$93.00	\$23,250.00	\$60.00	\$15,000.00
TRUCK DRIVER	HR	400	\$65.00	\$26,000.00	\$5.00	\$2,000.00	\$29.00	\$11,600.00	\$20.00	\$8,000.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL		TOTAL		TOTAL
EMERGENCY LABORER	HR	230	\$78.00	\$17,940.00	\$76.00	\$17,480.00	\$103.00	\$23,690.00	\$135.00	\$31,050.00
EMERGENCY OPERATING ENGINEER	HR	100	\$98.00	\$9,800.00	\$70.00	\$7,000.00	\$129.00	\$12,900.00	\$135.00	\$13,500.00
EMERGENCY PLUMBER	HR	50	\$95.00	\$4,750.00	\$60.00	\$3,000.00	\$119.00	\$5,950.00	\$90.00	\$4,500.00
EMERGENCY TRUCK DRIVER	HR	100	\$25.00	\$2,500.00	\$5.00	\$500.00	\$29.00	\$2,900.00	\$60.00	\$6,000.00
TOTAL BID (B) =				\$240,550.00		\$199,200.00		\$365,482.00	\$153.00	\$264,350.00

TOTAL Base Bid (A) + Additive Alt. (B) = \$1,970,050.00

\$1,582,700.00

\$2,794,082.00

\$1,990,850.00



CONSENT AGENDA ITEM NO. 6.M

FOR COUNCIL: April 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with George Gildner, Inc., for the FY 2021 Street, Alley, and Sidewalk Maintenance Program (Bid #2020-43), in the amount of \$203,100, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement with George Gildner, Inc., for the FY 2021 Street, Alley, and Sidewalk Maintenance Program in the amount of \$203,100.

The Street, Alley, and Sidewalk Maintenance Program includes maintenance and repair of streets, alleys, sidewalks, curb and gutter, and other related items on City-owned properties. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY 2021 Street, Alley and Sidewalk Maintenance Program is \$200,000. While the recommended award is slightly (1.6 percent) over the budget for this contract, the larger budget from the Capital Improvement (Asphalt and Concrete) Fund will remain significantly under budget.

The Public Works Department prepared the FY 2021 Street, Alley, and Sidewalk Maintenance Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:45 PM Thursday, April 9, 2020, electronically and at Grossinger Motors Arena. Staff received three (3) bids and opened them at 1:45 PM Thursday, April 9, 2020, in the City Council Chambers, streamed live on the City website.

The proposal included a Base Bid (A) and an Additive Alternative (B) for this project. The Additive Alternative (B) increased the Base Bid (A) quantities, was included in this proposal in case the City received favorable pricing within the FY 2021 budget and was the desirable result. The details of (A) and (B) are included with the attached Bid Tab. The value below is the combined Base Bid (A) and Additive Alternative (B) as a total bid price (\$203,100.00).

The selection of a different combination of Alternatives would result in the same contractor being awarded this contract.

Contractor	Bid Amount (Bid #2020-43)
George Gildner, Inc.	\$203,100.00
Stark Excavating, Inc.	\$236,820.00
McLean County Asphalt, Inc.	\$244,360.00

Public Works did not receive any other complete bids.

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary.

Following review of the submitted bids, staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only.

<u>Program</u>	<u>Budget</u>	<u>4/27/20 Bid Award</u>	<u>Unencumbered after 4/27/20</u>
Multi-Year Street and Alley Resurface Program	\$5,800,000.00	\$4,163,109.86	\$1,636,890.14
General Resurfacing	\$5,000,000.00	\$4,163,109.86	\$836,890.14
Pavement Preservation	\$800,000.00	\$0.00	\$800,000.00
Multi-Year Street, Alley, & Sidewalk Maintenance	\$200,000.00	\$203,100.00	\$-3,100.00
Street, Alley & Sidewalk Maintenance (Bid # 2020-43)		\$203,100.00	\$-3,100.00
Multi-Year Sidewalk and Ramp Replacement Program	\$1,280,000.00	\$1,047,526.26	\$232,473.74
Sidewalk and Curb Ramp Replacement Program (Bid #2020-32)	\$1,180,000.00	\$1,007,729.36	\$172,270.64
Sidewalk Vertical Displacement Repair Program (Bid #2020-31)	\$100,000.00	\$39,796.90	\$60,203.10
Lutz Road Reconstruction	\$980,000.00	\$821,975.00	\$158,025
TOTAL	\$8,260,000.00	\$6,235,711.12	\$2,039,288.88

Note: The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund with the exception of \$80,000 for sidewalk work, which is from Community Development Block Grant fund.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because this program includes essential City repairs that includes streets, alleys and sidewalks that are sometimes emergency in nature. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. However, it is required to maintain City infrastructure.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines. If revenue decreases substantially work from this contract could be reduced even after this award. The contract stipulates that the City reserves the right to reduce the work performed at any time. Additionally, Public Works has intentionally left over 20 percent of the budgeted amount from the Asphalt and Concrete fund unencumbered until the revenue stream is more predictable.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in the Pantagraph on March 10, 2020.

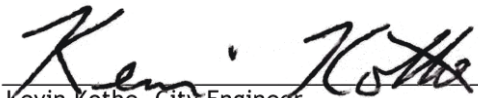
FINANCIAL IMPACT: If approved, \$203,100 will be awarded and will be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction and Improvement account (40120200-72530). The budget for this project is \$200,000. While the recommended award is slightly (1.6 percent) over the budget for this contract, the overall budget from the Capital Improvement (Asphalt and Concrete) Fund will remain significantly under budget. Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 61, 63, 168, 200 and 204.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management; Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

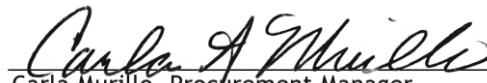
Respectfully submitted for Council consideration.

Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:


Kevin Kothe, City Engineer

4/14/2020


Carla Murillo, Procurement Manager

4/15/2020


Chris Tomerlin, Budget Manager

4/20/2020


Jeffrey R. Jurgens, Corporation Counsel

4/20/2020


Tara Henry, Legislative Assistant

4/22/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 9B Agreement_FY21 Street, Alley, and Sidewalk Maintenance Program Agreement 04272020
- PW 9C Bid Tab_FY21 Street, Alley, and Sidewalk Maintenance Program Agreement 04272020

AGREEMENT

THIS AGREEMENT, Made and entered into this **Monday, April 27, 2020**, by and between, **George Gildner Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 10, 2020**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2021 STREET ALLEY & SIDEWALK MAINTENANCE** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Thursday, April 9, 2020**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of **FY2021 STREET ALLEY & SIDEWALK MAINTENANCE** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Bid Package, Specifications, Special Provisions, Contractor's Bid Form, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2021 STREET ALLEY & SIDEWALK MAINTENANCE** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$203,100.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in 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 of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within **350 calendar days** of issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") including the Public Act 100-1177 effective June 1, 2019. 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 amount for fringe benefits) in the county where the work is performed. The 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 web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

CITY OF BLOOMINGTON:

City Manager

ATTEST:

City Clerk

CONTRACTOR: *George Gildner, Inc.*

President

WITNESS:

George Gildner, Inc.
2031 Ireland Grove Road
PO Box 846
Bloomington, IL 61702-0846

CITY OF BLOOMINGTON
FY2020 STREET, ALLEY & SIDEWALK MAINTENANCE

PROJECT NO. CITY # 50-16-53004-21-00

CITY BID NO. 2020-43

BID TABULATION

Bid Opening Date: 4/9/2020

Bid Opening Time: 1:45 PM

PREPARED BY Ward Snarr

2021 Budget

LOW BID

Base Bid (A)	\$200,000.00		ENGINEERS ESTIMATE		MCLEAN CO ASPHALT		George Gildner, Inc.		STARK EXCAVATING	
LABOR / ITEM	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	200	\$74.00	\$14,800.00	\$87.00	\$17,400.00	\$66.00	\$13,200.00	\$78.00	\$15,600.00
LABORER	HR	1250	\$68.00	\$85,000.00	\$75.00	\$93,750.00	\$79.00	\$98,750.00	\$77.50	\$96,875.00
OPERATING ENGINEER	HR	700	\$87.00	\$60,900.00	\$92.00	\$64,400.00	\$70.00	\$49,000.00	\$100.00	\$70,000.00
TRUCK DRIVER	HR	200	\$25.00	\$5,000.00	\$73.00	\$14,600.00	\$10.00	\$2,000.00	\$30.00	\$6,000.00
TOTAL				\$165,700.00	\$190,150.00		\$162,950.00		\$188,475.00	

Additive Alternative (B)			ENGINEERS ESTIMATE		MCLEAN CO ASPHALT		George Gildner, Inc.		STARK EXCAVATING	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
LABORER/CEMENT MASON	HR	180	\$74.00	\$13,320.00	\$87.00	\$15,660.00	\$60.00	\$10,800.00	\$77.00	\$13,860.00
OPERATING ENGINEER	HR	250	\$68.00	\$17,000.00	\$75.00	\$18,750.00	\$79.00	\$19,750.00	\$76.50	\$19,125.00
PLUMBER	HR	120	\$87.00	\$10,440.00	\$92.00	\$11,040.00	\$70.00	\$8,400.00	\$99.00	\$11,880.00
TRUCK DRIVER	HR	120	\$25.00	\$3,000.00	\$73.00	\$8,760.00	\$10.00	\$1,200.00	\$29.00	\$3,480.00
TOTAL BID (B) =				\$43,760.00	\$54,210.00		\$40,150.00		\$48,345.00	

TOTAL Base Bid (A) + Additive Alt. (B) = **\$209,460.00** **\$244,360.00** **\$203,100.00** **\$236,820.00**



CONSENT AGENDA ITEM NO. 6.N

FOR COUNCIL: April 27, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on the 2020 Supportive Housing Program/Continuum of Care Grant Agreements (IL0283L5T121911, IL0289L5T121912, IL0288L5T121912), in the amount of \$260,243 with the US Department of Housing and Urban Development, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Agreements be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5b. City decisions consistent with plans and policies

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

BACKGROUND: The City has served as the fiscal agent for the McLean County Continuum of Care for more than a decade. In this role, the Grants Coordinator undertakes grant and fiscal monitoring and oversight of the City's Continuum of Care Grants. Providing Access To Help (PATH) serves as the lead agency for the Continuum, overseeing the general management of the Continuum. The US Department of Housing Development (HUD) provides competitive grant funds to support the work of the Continuum and its program partners through a variety of grant opportunities. On behalf of the City, PATH applied to HUD for four grant funding opportunities for 2020. All four requests have been funded. HUD has issued three of the four grant agreements for final execution. All three are included in this request for consideration and approval, as follows:

IL0283L5T121911 (Families and Individuals with Disabilities): The City has partnered on this project with PATH and other partner agencies for more than a decade to provide supportive services in the form of case management, counseling, child care and moving assistance to those at risk of becoming homeless or currently experiencing homelessness. The 2020 program partners are Children's Home and Aid, Partners for Community, as well as, PATH. The 2020 Families and Individuals with Disabilities grant award is in the amount of \$98,544.00. The project will run from May 1, 2020 - April 30, 2021.

IL0289L5T121912 (McLean County Core Services)/\$136,706: The City has partnered on this project with both PATH and Salvation Army for more than a decade to provide supportive services in the form of case management, outreach services and employment assistance to those at risk of becoming homeless or currently experiencing homelessness. The 2020 McLean County Core Services grant award in the amount of

\$136,706.00. The project will run from June 1, 2020 - May 31, 2021.

IL0288L5T121912 (Shelter Plus Care): Through the Shelter Plus Care grant, the City partners with Mid Central Community Action (MCCA) and the Housing Authority of Bloomington (BHA) to provide rental assistance at five units at Mayor's Manor. Mayor's Manor, operated by MCCA, is a permanent supportive housing facility that offers services to help residents maintain housing, economic independence and stability. The majority of units at Mayor's Manor require residents to meet HUD's definitions for both homeless and disabled and meet income guidelines. The 2020 Shelter Plus Care grant award is in the amount of \$24,993.00. The project will run from January 1, 2020 - December 31, 2021.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic, however this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Continuum of Care membership; PATH; Salvation Army; Children's Home and Aid, Partners for Community; Bloomington Housing Authority; and Mid Central Community Action.

FINANCIAL IMPACT: Failure to submit the executed agreements would result in the loss of \$260,243 in federal funding and reduce services to individuals at risk of becoming homeless or currently experiencing homelessness. The City's General Fund will be reimbursed up to \$6,427 for grant administration in FY 2021.

COMMUNITY DEVELOPMENT IMPACT: Goals CWB-1: End chronic homelessness and reduce the severity of situational homelessness and CWB-1.1b: Continue to increase focus on prevention of homeless by making funds available that would alleviate the need for emergency shelter for families and individuals with income <80% of AMI (Area Median Income).

(Note: 80% of AMI for a household of one is \$53,400 per year. 80% of AMI for a household of four is \$76,250 per year.)

Respectfully submitted for Council consideration.

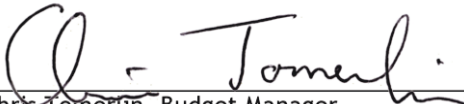
Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:



Robert G. Mahrt, Community Development Director

4/14/2020



Chris Tomerlin, Budget Manager

4/15/2020



Jeffrey R. Jurgens, Corporation Counsel

4/20/2020



Tara Henry, Legislative Assistant

4/21/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CD 1B CORE IL0289L5T121912
- CD 1C S+C IL0288L5T121912
- CD 1D SUPP IL0283L5T121911



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Grant Number: IL0289L5T121912
Tax ID Number: 37-6001563
DUNS Number: 060864170

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Bloomington (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$136,706, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
IL0289L5T121912	12 months	06-01-2020 - 05-31-2021	\$136,706
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$127,786
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$8,920
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Donald Kathan, Director

(Typed Name and Title)

April 8, 2020

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Grant Number: IL0288L5T121912
Tax ID Number: 37-6001563
DUNS Number: 060864170

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Bloomington (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$24,993, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
IL0288L5T121912	12 months	01-01-2020 - 12-31-2020	\$24,993
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$24,120
g. Supportive services			\$0
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$873
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

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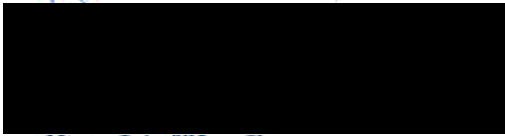
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Donald Kathan, Director

(Typed Name and Title)

April 8, 2020

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

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For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Grant Number: IL0283L5T121911
Tax ID Number: 37-6001563
DUNS Number: 060864170

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Bloomington (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$98,544, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
IL0283L5T121911	12 months	05-01-2020 - 04-30-2021	\$98,544
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$66,086
h. Operating costs			\$0
i. Homeless Management Information System			\$23,500
j. Administrative costs			\$8,958
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

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The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

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By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
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By:



(Signature)

Donald Kathan, Director

(Typed Name and Title)

April 8, 2020

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

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CONSENT AGENDA ITEM NO. 6.0

FOR COUNCIL: April 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Bodine Electric of Decatur, for the FY 2021 Traffic Signal Maintenance Program (Bid #2020-41), in the amount of \$177,260.00, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement with Bodine Electric of Decatur for the FY 2021 Traffic Signal Maintenance Program in the amount of \$177,260.00.

The Traffic Signal Maintenance Program includes traffic signal mast arm, controller, and other signal equipment repairs or replacements and other work on City electric and traffic signal facilities that are both emergency and non-emergency. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY2021 Traffic Signal Maintenance & Emergency Traffic Signal Repair Program is \$300,000.00.

The Public Works Department prepared the FY 2021 Traffic Signal Maintenance Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:30 PM Thursday, April 9, 2020, electronically or at Grossinger Motors Arena. Staff received two (2) bids and opened them at 1:30 PM Thursday, April 9, 2020, in the City Council Chambers, streamed live on the City website.

Contractor	Bid Amount (Bid #2020-41)
Bodine Electric of Decatur	\$177,260.00
Egizii Electric	\$180,860.00

Public Works did not receive any other complete bids.

The substantial completion date for this project is in the bid documents as April 30, 2021.

The proposal included a Base Bid (A) and an Additive Alternative (B) for this project. The Additive Alternative (B) increased the Base Bid (A) quantities and was included in this proposal in case the City received favorable pricing within the FY 2021 budget. The details of (A) and (B) are included with the attached Bid Tab. The value below is the combined Base Bid (A) and Additive Alternative (B) as a total bid price (\$177,260.00).

Neither company that submitted bids maintains a local office and therefore the City's Local Preference Policy is not applicable to this award.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because this program includes essential City traffic signal repairs that are emergency and non-emergency. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. However, it is required to maintain City infrastructure.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines. If revenue decreases substantially work from this contract could be reduced even after this award. The contract stipulates that the City reserves the right to reduce the work performed at any time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in the Pantagraph on March 10, 2020.

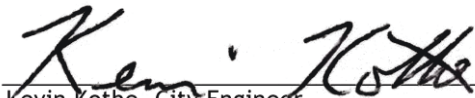
FINANCIAL IMPACT: If approved, \$177,260 will be awarded out of the Engineering-Contracted Traffic Signal Repair account (10016210-70662). This is under the total budget for FY 2021 of \$300,000 in this account. Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Budget Overview & General Fund" on page 241.

COMMUNITY DEVELOPMENT IMPACT: 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, 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.

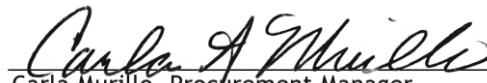
Respectfully submitted for Council consideration.

Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:


Kevin Kothe, City Engineer

4/14/2020


Carla Murillo, Procurement Manager

4/20/2020


Chris Tomerlin, Budget Manager

4/20/2020


Jeffrey R. Jurgens, Corporation Counsel

4/22/2020


Tara Henry, Legislative Assistant

4/23/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 8B Agreement_FY21 Traffic Signal Maintenance Program Agreement 04272020
- PW 8C Bid Tab_ FY21 Traffic Signal Maintenance Program Agreement 04272020

AGREEMENT

THIS AGREEMENT, Made and entered into this **Monday April 27, 2020**, by and between, **Bodine Electric of Decator**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 10, 2020**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2021 TRAFFIC SIGNAL MAINTENANCE** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Thursday, April 9, 2020**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of **FY2021 TRAFFIC SIGNAL MAINTENANCE** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Bid Package, Specifications, Special Provisions, Contractor's Bid Form, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2021 TRAFFIC SIGNAL MAINTENANCE** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$177,260.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in 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 of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within **350 calendar days** of issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") including the Public Act 100-1177 effective June 1, 2019. 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 amount for fringe benefits) in the county where the work is performed. The 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 web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

CITY OF BLOOMINGTON:

City Manager

ATTEST:

City Clerk

CONTRACTOR: *Bodine Electric of Decatur*



WITNESS:



CITY OF BLOOMINGTON
FY2020 TRAFFIC SIGNAL MAINTENANCE
 PROJECT NO. CITY # 50-16-53004-21-00
 CITY BID NO. 2020-41
BID TABULATION

Bid Opening Date: 4/9/2020
 Bid Opening Time: 1:30 PM
 PREPARED BY: Ward Snarr

Attended By: Carla Murillo
 Tara Henry

2021 Budget					LOW BID			
Base Bid (A)	\$300,000.00		ENGINEERS ESTIMATE		Bodine Electric of Decatur		Egizii Electric	
LABOR / ITEM	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
LABOR	HR	1500	\$102.00	\$153,000.00	\$82.00	\$123,000.00	\$85.64	\$128,460.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)								
EMERGENCY LABOR	HR	320	\$131.00	\$41,920.00	\$109.00	\$34,880.00	\$105.00	\$33,600.00
TOTAL BID (A) =				\$194,920.00		\$157,880.00		\$162,060.00

Additive Alternative (B)					Bodine Electric of Decatur		Egizii Electric	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
LABOR	HR	130	\$102.00	\$13,260.00	\$82.00	\$10,660.00	\$80.00	\$10,400.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)								
EMERGENCY LABOR	HR	80	\$131.00	\$10,480.00	\$109.00	\$8,720.00	\$105.00	\$8,400.00
TOTAL BID (B) =				\$23,740.00		\$19,380.00		\$18,800.00

TOTAL Base Bid (A) + Additive Alt. (B) = \$218,660.00 \$177,260.00 \$180,860.00



CONSENT AGENDA ITEM NO. 6.P

FOR COUNCIL: April 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Rowe Construction - A Division of United Contractors Midwest, for the FY 2021 General Resurfacing Program, in the amount of \$4,163,109.86, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

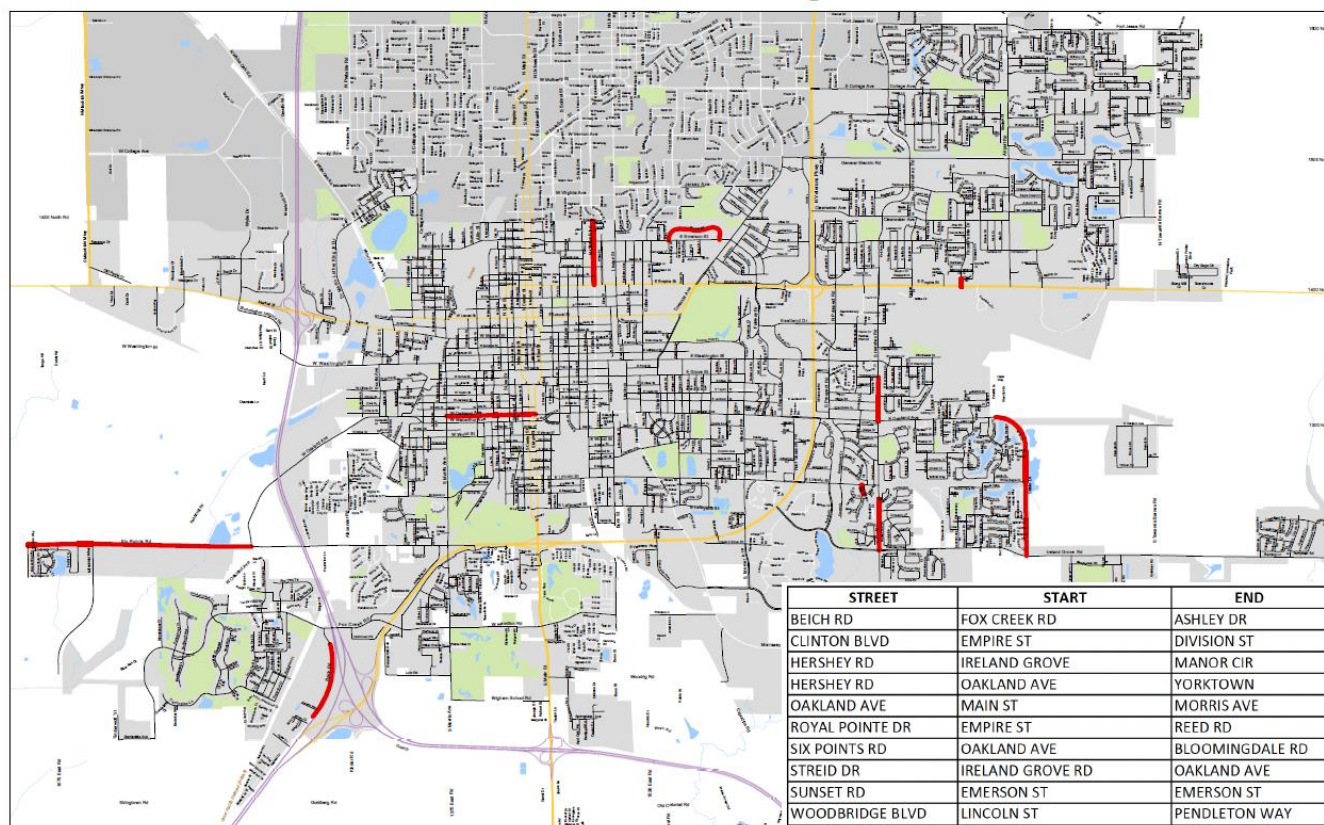
STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement with Rowe Construction - A Division of United Contractors Midwest for the FY 2021 General Resurfacing Program, in the amount of \$4,163,109.86. The agreement is designed to provide for street resurfacing throughout the City. City Council authorized staff to negotiate a contract with Rowe Construction on March 26, 2020 through a resolution, which is attached. The negotiated prices and corresponding contract are also attached.

Public Works has staff that performs minor maintenance to streets and alleys, including pothole repair and minor patches. Major street and alley work are handled by contractors working for the City. Each year, the City hires contractors to resurface streets and alleys. Resurfacing a street may include milling off the existing surface, spot repairs, and adjusting manholes and other utilities in the street. Many streets will receive 2 layers of new hot mix asphalt. Typically, this will include a binder layer and a surface layer. A map of the streets for this year's work is shown below.

FY 2021 Resurfacing Plan



Information about the City of Bloomington streets is maintained in a Geographic Information System by the Engineering Division of the Public Works Department. The condition rating, along with other information, is used to help determine which streets will be resurfaced each year. In addition, www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned resurfacing projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary. The contract completion date is April 30, 2021.

Following review of the FY 2021 General Resurfacing Program, staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only.

<u>Program</u>	<u>Budget</u>	<u>4/27/20 Bid Award</u>	<u>Unencumbered after 4/27/20</u>
Multi-Year Street and Alley Resurface Program	\$5,800,000.00	\$4,163,109.86	\$1,636,890.14
General Resurfacing	\$5,000,000.00	\$4,163,109.86	\$836,890.14
Pavement Preservation	\$800,000.00	\$0.00	\$800,000.00
Multi-Year Street, Alley, & Sidewalk Maintenance	\$200,000.00	\$203,100.00	\$-3,100.00

Street, Alley & Sidewalk Maintenance (Bid # 2020-43)		\$203,100.00	\$-3,100.00
Multi-Year Sidewalk and Ramp Replacement Program	\$1,280,000.00	\$1,047,526.26	\$232,473.74
Sidewalk and Curb Ramp Replacement Program (Bid #2020-32)	\$1,180,000.00	\$1,007,729.36	\$172,270.64
Sidewalk Vertical Displacement Repair Program (Bid #2020-31)	\$100,000.00	\$39,796.90	\$60,203.10
Lutz Road Reconstruction	\$980,000.00	\$821,975.00	\$158,025
TOTAL	\$8,260,000.00	\$6,235,711.12	\$2,039,288.88

Note: The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund with the exception of \$80,000 for sidewalk work, which is from Community Development Block Grant fund.

As a reminder, the City Council approved Resolution No. 2020-7 on March 26, 2020, waiving the technical bidding requirements for this contract and authorizing direct negotiations with Rowe Construction since that company has been the sole bidder on this annual contract for over 5 years.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority because this program includes essential maintenance and repairs to City road infrastructure.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines. If revenue decreases substantially, work from this contract could be reduced even after this award. The contract stipulates that the City reserves the right to reduce the work performed at any time. Additionally, Public Works has intentionally left-over 20 percent of the budgeted amount from the Asphalt and Concrete fund unencumbered until the revenue stream is more predictable.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Contract was coordinated, and prices negotiated with Rowe Construction as authorized by Resolution on March 26, 2020.

FINANCIAL IMPACT: If approved, \$4,163,109.86 will be awarded for the FY 2021 General Resurfacing contract to be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 61, 63, 168, 200, 201 and 202.

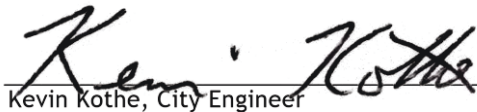
The work included in the contract can be minimized by staff, if required, as the year progresses based on actual revenues received by the City.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, Assistant City Engineer

Reviewed by:


Kevin Kothe, City Engineer

4/17/2020


Misty Shafer, Procurement Specialist

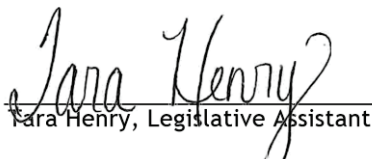
4/21/2020


Chris Tomerlin, Budget Manager

4/21/2020


Jeffrey R. Jurgens, Corporation Counsel

4/22/2020


Tara Henry, Legislative Assistant

4/23/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 9A Agreement_FY21 General Resurfacing Agreement 04272020_Redacted
- PW 9B Schedule of Prices_FY21 General Resurfacing Agreement 04272020
- PW 9C Resolution_FY21 General Resurfacing Agreement 04272020

AGREEMENT

THIS AGREEMENT, Made and entered into this **April 27, 2020**, by and between, **Rowe Construction, A Division of United Contractors Midwest, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on March 26, 2020, by Resolution, waive bidding requirements and authorize negotiation of a Contract with **Rowe Construction, A Division of United Contractors Midwest, Inc.**, for the construction of **FY 2021 General Resurfacing** project for said City.

AND WHEREAS, in pursuance of said Resolution said first party, did on **April 17, 2020**, submit this proposal to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2021 General Resurfacing** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party was awarded the contract for the construction of the said improvement, which proposal of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, and said contractor's proposal, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond, and Project Addenda hereto attached, and the Plans for **FY 2021 General Resurfacing** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of \$4,163,109.86 executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in 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 of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work included in this Contract by April 30th, 2021.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay liquidated damages and the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's proposal in manner as herein and in said Terms and Conditions provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the 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 amount for fringe benefits) in the county where the work is performed. The 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 web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

04/15/2020
040820COBGEN
*** Schmitt, Eric

17:15
COB- FY2021 General Resurfacing

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	Manhole to be Adjusted, Spl	30.000	EA	1,769.86	53,095.80
20	New Frame & Grate Ty 1	4.000	EA	553.77	2,215.08
30	Inlet to be Adjusted, Spl	35.000	EA	1,714.25	59,998.75
40	Inlet to be Reconstructed, Spl	20.000	EA	3,489.39	69,787.80
45	Inlet, Type A	1.000	EA	2,810.48	2,810.48
50	New Frame & Grate Ty 3	18.000	EA	703.25	12,658.50
60	New Frame & Grate Ty 50	1.000	EA	773.74	773.74
70	Valve Box to be Adjusted, Spl	44.000	EA	977.62	43,015.28
80	New Frame & Closed Lid (Valve Box)	6.000	EA	257.34	1,544.04
90	Valve Box Riser	1.000	EA	136.62	136.62
100	Storm Sewer Rem & Replace Spl	200.000	FT	72.00	14,400.00
105	Storm Sewer, Special	34.000	FT	65.46	2,225.64
110	Pavement Patching Ty I 8"	65.000	SY	115.00	7,475.00
120	Pavement Patching Ty II 8"	200.000	SY	105.00	21,000.00
130	Pavement Patching Ty III 8"	300.000	SY	95.00	28,500.00
140	Pavement Patching Ty IV 8"	400.000	SY	85.00	34,000.00
150	Pavement Patching 2" Spl	1,050.000	SY	32.00	33,600.00
160	Pavement Patching 6" Spl	1,600.000	SY	62.00	99,200.00
170	Driveway Pavement Removal	1,030.000	SF	4.50	4,635.00
180	Comb Curb & Gutter Rem (Spot) Spl	800.000	FT	36.80	29,440.00
190	Comb Curb & Gutter, B6.18, (Spot Replace) Spl	800.000	FT	64.82	51,856.00
200	Comb Curb & Gutter Rem (Whole Block) Spl	500.000	FT	17.15	8,575.00
210	Comb Curb & Gutter, B6.18, (Whole Block) Spl	500.000	FT	46.69	23,345.00
220	Barrier Yard Curb Spl	90.000	SF	101.76	9,158.40
230	SidewalkRemoval	2,970.000	SF	5.50	16,335.00
240	PCC Driveway Pavement 6"	70.000	SY	82.60	5,782.00
250	PCC Driveway Pavement 8"	44.000	SY	94.35	4,151.40
260	PCC Sidewalk Ramp 6"	1,501.000	SF	15.25	22,890.25
270	PCC Sidewalk 6"	1,607.000	SF	14.25	22,899.75
280	Detectable Warnings	312.000	SF	40.00	12,480.00
290	Changeable Message Board	98.000	CD	172.50	16,905.00
300	Longitudinal Joint Sealant	42,050.000	FT	3.50	147,175.00
310	Poly Bituminous Matl (Prime Coat)	63,229.000	LB	1.85	116,973.65
320	HMA Level Course C N50 IL-9.5	2,430.000	TON	115.00	279,450.00
331	HMA Surface Course C N50 IL-9.5	2,243.000	TON	117.00	262,431.00
335	HMA Additive - ADM Vegetable Oil	1,005.000	TON	10.00	10,050.00
340	P HMA Surface Course SMA D N80	7,283.000	TON	140.00	1,019,620.00
350	HMA Base Course N50 IL-19.0	1,821.000	TON	112.00	203,952.00
360	Sand Mix N50 IL-4.75	1,135.000	TON	153.00	173,655.00
366	Waterproofing Membrane System	250.000	SY	85.11	21,277.50
367	Surface Removal - Butt Joint	764.000	SY	35.90	27,427.60
370	Surface Removal Beich	1,831.000	SY	10.05	18,401.55
380	Surface Removal Clinton	11,475.000	SY	5.75	65,981.25
390	Surface Removal Hershey 1	8,930.000	SY	6.25	55,812.50
400	Surface Removal Hershey 2	10,900.000	SY	5.50	59,950.00
410	Surface Removal Oakland 1	8,300.000	SY	5.50	45,650.00
420	Surface Removal Oakland 2	2,525.000	SY	9.75	24,618.75
440	Surface Removal Streid	19,200.000	SY	5.50	105,600.00
450	Surface Removal Sunset	5,050.000	SY	9.75	49,237.50
460	Surface Removal Royal	1,430.000	SY	9.25	13,227.50
470	Surface Removal Woodbridge	1,600.000	SY	10.75	17,200.00
480	Temporary Ramps	2,064.000	SY	12.50	25,800.00
485	Aggregate Wedge Shoulder, Type B	535.000	TON	61.23	32,758.05

04/15/2020
040820COBGEN
*** Schmitt, Eric

17:15
COB- FY2021 General Resurfacing

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
490	Topsoil Placement & Seeding, Spl	4,700.000	SF	7.49	35,203.00
500	Shoulder Rumble Strips	19,100.000	FT	1.00	19,100.00
510	Raised Reflective Pavt Markers	203.000	EA	39.96	8,111.88
520	Thermo Pavt Marking Line 6"	70,966.000	FT	1.02	72,385.32
530	Thermo Pavt Marking Line 8"	4,700.000	FT	1.34	6,298.00
540	Thermo Pavt Marking Line 12"	479.000	FT	2.02	967.58
550	Thermo Pavt Marking Line 24"	294.000	FT	4.78	1,405.32
560	Thermo Pavt Marking L&S	577.000	SF	4.73	2,729.21
580	Short Term Pavt Marking 4"	5,764.000	FT	0.97	5,591.08
590	Short Term Pavt Marking Removal	1,921.000	FT	1.29	2,478.09
600	Detector Loop Ty 1	668.000	LF	26.50	17,702.00
610	Traffic Control Complete	1.000	LS	200,000.00	200,000.00
620	Extra Work	1.000	LS	300,000.00	300,000.00

Bid Total	=====>	\$4,163,109.86
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RESOLUTION NO. 2020 - 7

A RESOLUTION ESTABLISHING THE STREETS TO BE RESURFACED IN FISCAL YEARS 2021 AND 2022, AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS, AND AUTHORIZING CITY STAFF TO NEGOTIATE A CONTRACT WITH ROWE CONSTRUCTION - A DIVISION OF UNITED CONTRACTORS MIDWEST FOR THE FY 2021 GENERAL STREET RESURFACING PROGRAM

WHEREAS, streets for resurfacing have been identified for fiscal year 2021 and 2022; and

WHEREAS, streets identified for fiscal year 2021 in the attached map will be the first priority with additional streets selected from fiscal year 2022 if funding allows; and

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, Rowe Construction - A Division of United Contractors Midwest (UCM) has been the sole bidder on this annual contract for over 5 years; and

WHEREAS, it is anticipated UCM would be the sole bidder if the project were subject to a competitive bid; and

WHEREAS, an improved product is possible if the details of the Contract are finalized with the cooperation of UCM; and

WHEREAS, UCM will be able to more accurately bid the work because they will have fewer uncertainties; and

WHEREAS, negotiating the Contract will expedite the commencement of work;

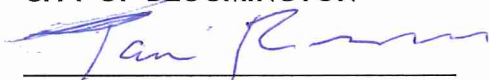
NOW, THEREFORE, BE IT ORDAINED/RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to negotiate the Contract and bring the same back for formal approval by the City Council.

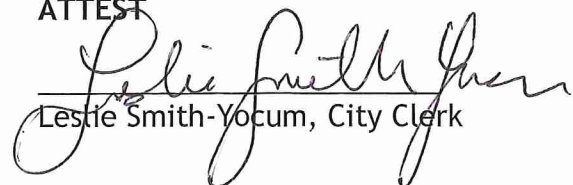
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tari Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

This map displays the City of Portland, Oregon, with streets and planned resurfacing projects for FY 2021 and FY 2022. The map includes a legend, a scale bar, and a north arrow.

Legend:

- Streets
- FY 2021 Resurfacing
- FY 2022 Resurfacing

Scale: 0 0.25 0.5 1 Miles

North Arrow: N

The map shows a dense network of streets in the city center. Red lines indicate streets planned for resurfacing in FY 2021, and blue lines indicate streets planned for resurfacing in FY 2022. The map also shows major highways (I-5, I-405, SR-99) and surrounding areas like the University City and the Airport.



CONSENT AGENDA ITEM NO. 6.Q

FOR COUNCIL: April 27, 2020

SPONSOR: Human Resources Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on the approval of the Arthur J. Gallagher Proposal of Insurance, in the amount of \$960,935 for service from May 1, 2020 through April 30, 2021; on the Client Services Agreement; and on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Proposal of Insurance, Client Services Agreement, and Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Arthur J. Gallagher (AJG) has served as the City's Insurance Broker since 2010. AJG is responsible for researching the insurance market and purchasing the City's Property, Liability, Excess Liability and Excess Workers' Compensation Insurance.

Services from AJG covered under this proposal include:

- Prepare Renewal Strategy Plan for client and insurance consultant
- Prepare renewal spreadsheets and forms. Obtain renewal information from the client and consultant
- Produce comprehensive submissions, based on underwriting data completed and present to each selected market
- Provide the client and insurance consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame
- Market / Place / Bind coverage as instructed by the client and the insurance consultant
- Review the accuracy of all policies and obtain corrections where needed in a timely manner
- Distribute copies of policies to both the client and the insurance consultant
- Process endorsement requests with carriers as requested by the client and the insurance consultant
- Arrange for issuance of auto ID cards and certificates of insurance as requested by the client
- Prepare for and attend meetings, as requested by the client or insurance consultant
- Review insurance contracts / vendor certificates as requested

Mike Nugent, Insurance Coverage Consultant for the City of Bloomington, presented to Council and City staff at the Committee of the Whole meeting on April 20, 2020 and addressed questions about the proposed insurance coverage.

City Staff is aware of heightened concerns regarding the current COVID-19 pandemic, however this project is a priority of the City and staff is recommending it be approved. The project is a priority because The City must carry insurance coverage in order to continue to be financially sound. The Finance Department has further reviewed the costs associated with the project and believes adequate funding will be available.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The overall cost of coverage and brokerage service for Fiscal Year 2021 (May 1, 2020 - April 30, 2021) is \$960,935. This includes the Insurance Broker Service fee Of \$39,590. If approved, a budget amendment will be presented to zero out the Contribution to Fund Balance proposed at \$45,750 and to propose the Use of Fund Balance of \$63,156.75 to pay for the difference of \$108,906.75 between the cost for FY 2021 and the budgeted amount. The Casualty Insurance Fund has sufficient Fund Balance to cover the cost. Stakeholders can locate the Casualty Insurance Fund Budget in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 130. The accounts to be paid out of are the Casualty Insurance-Other Professional & Technical Services account (60150150-70220) totaling \$39,590 for the Insurance Broker Service fee; \$292,212 from the Casualty Insurance-Workers Compensation Premium account (60150150-70702); \$380,238 from the Casualty Insurance-Liability Insurance Premium account (60150150-70703) and \$248,895 from the Casualty Insurance-Property Insurance Premium account (60150150-70704). See the Budget Ordinance and Exhibit for additional information.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Alex Rosas, Safety & Risk Manager

Reviewed by:


Nicole Albertson, Director of Human Resources

4/15/2020


Chris Tomertin, Budget Manager

4/16/2020


Jeffrey R. Durgens, Corporation Counsel

4/22/2020


Tara Henry, Legislative Assistant

4/22/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- HR 1B Ordinance_City of Bloomington FY'21 Insurance Proposal
- HR 1C Exhibit_City of Bloomington FY'21 Insurance Proposal
- HR 1D City of Bloomington FY '21 Insurance Proposal
- HR 1E 1785_Bloomington Client Services Agreement

ORDINANCE NO. 2020 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2021**

WHEREAS, on April 22, 2020 by Ordinance Number 2020-22, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 23, 2020; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2021 Budget, in the amount of \$108,906.75, to pay for the cost of coverage and brokerage service for Fiscal Year 2021 (May 1, 2020 - April 30, 2021) totaling \$960,935, as requested by the Finance Department.

Section One: Ordinance Number 2019-23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2020) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2019-23 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 2019-23.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 27th day of April 2020.

APPROVED this ____ day of April 2020.

CITY OF BLOOMINGTON

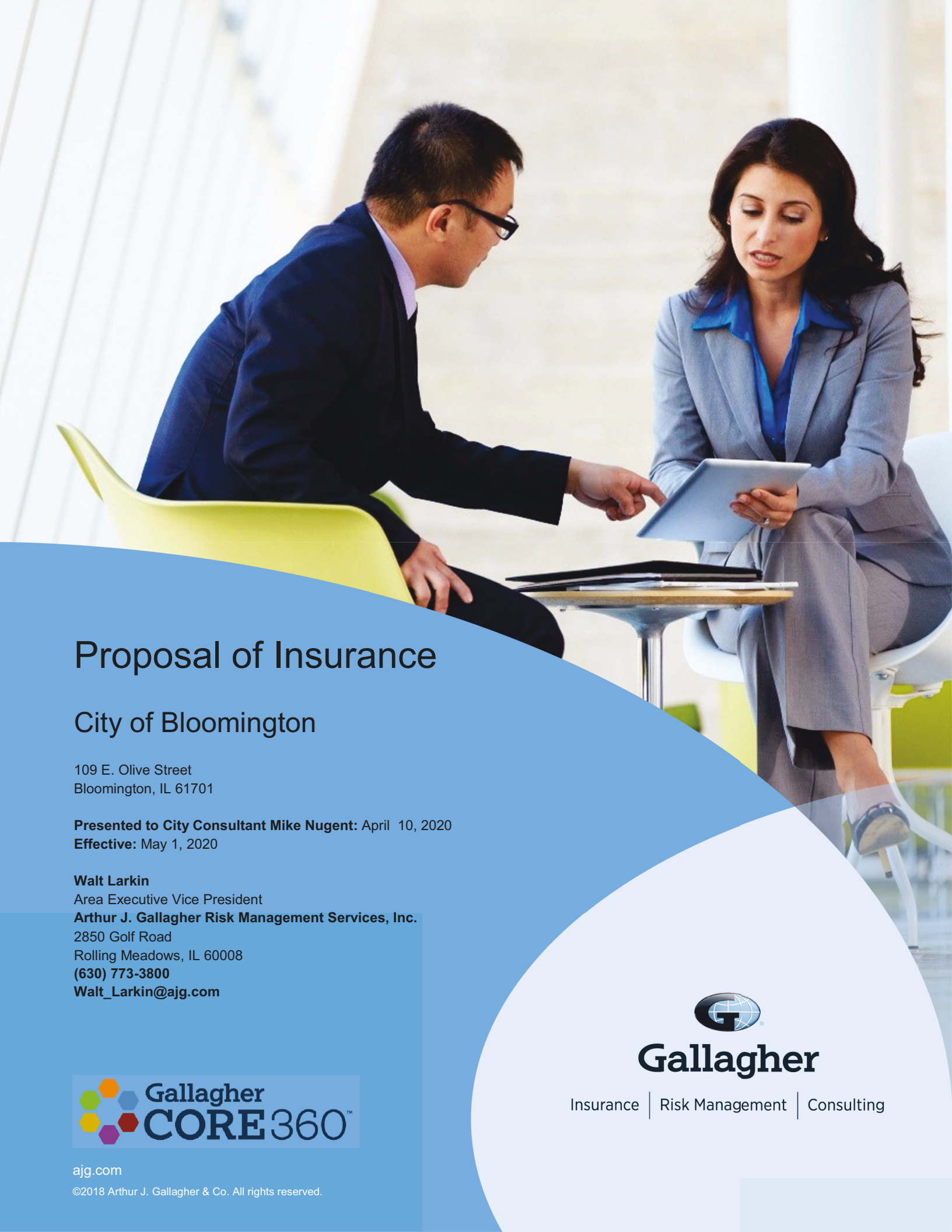
ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

FY 2021 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
60150150-40000	Casualty	Fund Balance	\$ (63,156.75)	
60150150-70702	Casualty	Workers Compensation Premium	\$ 4,948.09	
60150150-70703	Casualty	Liability Insurance Premium	\$ (12,205.39)	
60150150-70704	Casualty	Property Insurance Premium	\$ 116,164.05	
60150150-79196	Casualty	Contribution to Fund Balance	\$ (45,750.00)	
Net Transaction:			\$ -	



Proposal of Insurance

City of Bloomington

109 E. Olive Street
Bloomington, IL 61701

Presented to City Consultant Mike Nugent: April 10, 2020

Effective: May 1, 2020

Walt Larkin

Area Executive Vice President

Arthur J. Gallagher Risk Management Services, Inc.

2850 Golf Road

Rolling Meadows, IL 60008

(630) 773-3800

Walt_Larkin@ajg.com



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

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Executive Summary/Exposure History

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

Since December of 2019 the insurance market place has made radical adjustments to its pricing model. This is especially true with regards to property insurance. Large losses due to convective storms and forest and brush fires have forced insurers to reevaluate their catastrophic loss exposures and increase their premiums accordingly. This prediction was conveyed to the City in December and early January.

In anticipation of these expected steep premium increases, your Gallagher team conducted a thorough marketing effort in order to assure the City that no alternative was overlooked and that it received the best possible terms available in the market. The remainder of this Executive Summary will point out significant changes that are contained in this year's program compared with last as well as well as alternative options.

Recommended Casualty and Property Renewal Program

Safety National Casualty Program – Casualty Package

- **Safety National is offering the City of Bloomington a Multi-Year Rate Commitment. This Proposal includes a two-year rate commitment for the policy period of 5/1/2020-5/1/2021 and subsequent policy period of 5/1/2021-5/1/2022 and is subject to the conditions outlined in the rate agreement.**
- Safety National is providing an option for \$125,000 SIR and \$250,000 SIR – both options are outlined in our premium summary page.
- Auto Physical Damage coverage with \$50,000 deductible is provided. ACV for all vehicles except Stated Value for Emergency Equipment.
- Includes on-line loss control platform – free of charge to the city. See proposal for full outline of the guidelines and procedures
- Safety National provides a \$2,000,000 limit for Auto Liability; \$2,000,000 limit with \$4,000,000 Aggregate for General Liability/Employee Benefits Liability, \$2,000,000 limit with \$2,000,000 Aggregate for Public Officials Liability including Employee related claims, and \$2,000,000 limit with \$2,000,000 Aggregate Law Enforcement Liability
- Safety National is providing excess liability for \$8,000,000 limit follow form underlying policies
- Sexual Harassment is included Public Officials Liability/EPLI
- Liquor Liability; Drone Liability; Dam Liability included
- TRIA included on the General Liability and Umbrella Lines only – we have included the pricing for TRIA in the total program premium
- Full Liability Terrorism is silent – no wording (inclusion or exclusion) related to this coverage
- General Liability, Auto Liability, and Employee Benefits Liability coverages will be issued on Admitted Paper
- Sexual Abuse Molestation covered under the General Liability but brought back should there be an EPLI or LEL claim per conditions of the policy
- Law Enforcement and Public Officials Liability coverages will be issued on Non-Admitted Paper meaning Surplus Lines and IL stamping Fees will apply to these two coverages – the following Coverage Summary Highlights and Premium Summary Page includes these taxes in the total program premium
- Med Pay and UM/UIM Rejected – as Safety National cannot provide Ground up Coverage
- Clash coverage included
- Loss Fund Included with \$1M limit excess
- Safety National provides lower SIR's for Workers Compensation if city purchases the casualty lines

Claims Administration - Claims must be handled either by a licensed TPA or Self-Administered by experienced claim handlers. Safety National must approve the Claims Administration for each line of business prior to binding

Property - Travelers Insurance Company – we recommend moving coverages to Travelers as they provide a more cost effective alternative when paired with Safety National versus the BRIT/Allianz program.

Travelers is providing a 6 cent rate and is offering first dollar coverage.

-Provides flood and quake.

- Provides Flood zone A with \$250,000 Deductible

- Property deductible – quoted at \$50,000 and \$100,000

- Windstorm and hail - \$100,000 deductible applies

A full program comparison between Safety National/Travelers and BRIT/Allianz can be found included in this proposal

Expiring Casualty Package and Excess Property Program:

Package - BRIT

We approached BRIT (Lloyds) for the package renewal, however BRIT has insisted on a rather large increase of 42% or from \$326,794 to \$465,804 (inclusive of taxes). This increase was due to market conditions, increased exposures and the City's loss experience. The premium increase was also due to a large fire loss that occurred last winter of 2019. BRIT continues to provide a loss fund with \$1,000,000 aggregate protection excess the loss fund.

One major change that BRIT is requesting – the property SIR has increased from \$25,000 to \$125,000 at renewal.

BRIT is also providing limits of \$10,000,000 each coverage tower. They are also including both TRIA and Non TRIA (full terrorism) Liability and Property Coverage. In addition the carrier will also include TRIA for Workers Compensation. They will continue to provide a \$50,000 buffer layer for the City's self-insured Workers Compensation coverage. This buffer layer reduces the City's retention to \$450,000 for all class codes and \$700,000 for Police, Firefighters, and EMT's.

Lloyd's has offered an all lines aggregate (includes the WC Buffer Layer). By including all lines in the Package this would ensure clash coverage for the City.

- The Lloyd's program will provide **\$5,000** cash allocation for loss control services. Specific guidelines must be met and approved by Brit Prior to reimbursement. Please see proposal for details.
- Lloyd's offers free web-based risk management services, including various web-based training courses for 30 areas of risk management. The website is www.in2vate.com.
- Sexual Abuse and Sexual Harassment are covered.
- Dams are covered for General Liability Coverage.
- Coliseum, theatre, and clinic are covered for Property and General Liability coverages.
- Lloyd's provides Clash coverage; highest SIR applies (Does not apply to Terrorism or WC).
- Lloyd's APD per occurrence limit (subject to sublimits) \$950,000 (xs \$50,000 SIR)
- Lloyd's Property per occurrence limit \$875,000 (xs \$125,000 SIR)
- Lloyd's Liability per occurrence limit \$10,000,000/\$10,000,000 annual aggregate (xs \$125,000 SIR)
- Lloyd's (Brit) continues to include the Property Terrorism at \$1,000,000 and Liability Terrorism at \$11,000,000 in the package therefore providing a cost savings to the city.

We approached other markets to price the liability coverages. Those carriers are listed in the below Market Review summary

Excess Property

Fireman's Fund rate has increased to reflect the changing market place. The carrier continues to cover the Property on an excess layer over the BRIT \$875,000 per occurrence limit. Over the road coverage is only applicable within 250 miles radius. We feel that Allianz has provided a fairly competitive rate as we have noted that many excess property carriers are increasing their rates by as much as 50% - 100%.

Workers Compensation Options available:

- 1). Safety National provided a quote to be paired with BRIT however the Fire/Police/EMT SIR's will increase to \$750,000; and all other classes at \$500,000 SIR
- 2). Safety National provided a quote to be paired with Safety National with Fire/Police/EMT SIR at \$600,000 and all other classes at \$500,000 SIR
- 3). Safety National provided a quote option that would be paired with BRIT with Presumptive losses (Fire/Police/EMT) at \$750,000 SIR; all other losses for Fire/Police/EMT at \$600,000 SIR; and all other classes at \$500,000 SIR
- 4). IPRF - WC option – 1st dollar program - IPRF offers a \$300,000 Deductible all classes for premium \$318,252. The city would not have to provide a TPA as the pool does the claims administration, but on the flip side the City loses the control in the progress of settlement, claims adjusting etc. The pool also offers the city \$7,956 as part of the New Business Safety Grant for this term – the list can be found online. They are also offering EL at \$3M limit. IPRF is a one year commitment as premium is fully earned.

Ancillary lines

- 1). **Excess Liability** - as you know the expiring \$11M limit with StarStone had to be replaced as StarStone is no longer offering coverage for Public Entities. We have approached the market place and some markets that declined were Market / Navigators both no longer entertaining this class. Hallmark indicated \$72.5K premium for \$5M limit. Please refer to Market Review summary for complete list of markets approached.

Arch has provided \$5M limit excess Safety National \$10M; and Acceptance has offered \$6M limit excess Arch. Both policies are provided on a follow form basis, however please review forms. Arch will also provide Drones excess Safety National's \$10M limit. Please note that Acceptance (excess Arch) cannot cover liability arising out of operation of drones per their reinsurance treaties.

On the BRIT program Acceptance will offer \$6M excess BRIT \$10M; Arch will offer \$5M excess Arch. The pricing for this \$11M layer is more expensive than the excess on top of Safety National due to higher u/l casualty pricing on the BRIT program.

- 2). **Crime** - 2nd year of a 3 year term, premium remains the same
- 3). **Boiler** - 2nd year of a 3 year term, rate remained the same
- 4). **Cyber** - ACE provided an increase of 18% increase - Cyber carriers are now seeing increased claim activity. ACE still proves to be very competitive as regards to limits and coverages, therefore we recommend the City staying with ACE. In lieu of the increase the carrier is also providing the following coverages at renewal.

Renewal Changes ACE is providing:

Raised Cyber Crime to \$250K from \$100K

Added: Optional Extended Reporting Period (Item 7) Amended

Added: PERIOD OF RESTORATION - FILL IN

Added: Preventative Shutdown

Added: Hardware or Equipment Replacement Endorsement

Added: Duty To Defend A Regulatory Proceeding

Added: Invoice Fraud Financial Loss Endorsement

Added: REPUTATIONAL EVENT WITH EXTENDED PERIOD OF ATTRITION ENDORSEMENT

Beazley offered a quote for lower premium however they require a "dual authentication (call back) requirement. ACE does not. When this requirement is requested this can restrict coverage, therefore it is a benefit not to have this call back requirement. I have provided a comparison between ACE expiring/ACE renewal/Beazley. See below Market Review Summary for Cyber markets approached

- 5). **UST** – ACE - increase due to adding new tank at Prairie Vista Golf Course last April 2019. The renewal reflects the added tank.

Option for Standalone Terrorism can be purchased – see Market review and Coverage Highlights for premiums, Coverages and option.

In closing, we are available at your convenience to discuss this proposal in greater detail. Thank you for the opportunity to be of service to the City.

In the following pages, we will demonstrate what makes our company the best fit for your insurance placement and risk management needs. Thank you again for allowing us to be your partner in this placement.

Walt Larkin

Katherine Bisceglia

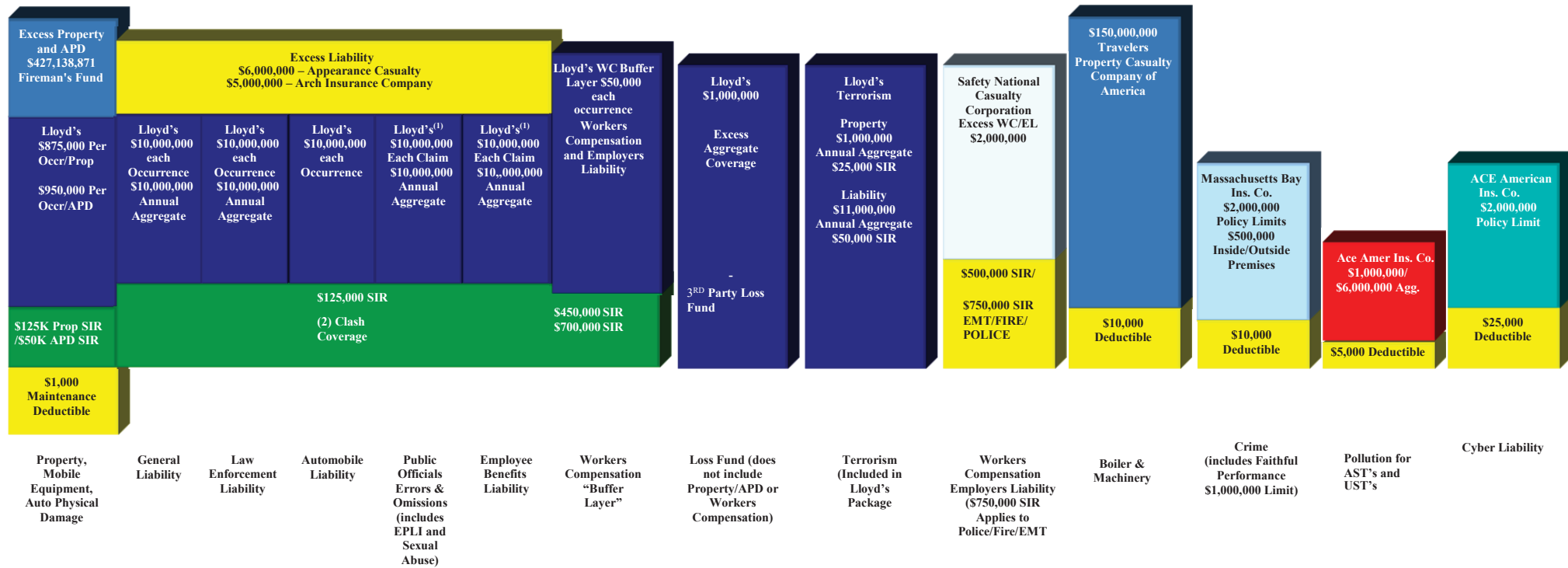
Exposure History

Exposures	Year 2016	Year 2017	Year 2018	Year 2019	Year 2020	% Change
Total Premium (at time of binding renewal)	\$847,323	\$783,084	\$811,336	\$827,400		3.6%
Total Insurable Values (including vehicles)	\$347,282,377	\$342,051,568	\$393,702,636	\$395,197,302	\$427,138,871 (1)	8%
Emergency Vehicle Values – RC	\$10,251,474	\$10,481,164	\$10,816,002	\$11,001,960	\$11,001,960	1.7%
All Other Vehicles – ACV	\$15,598,688	\$19,275,363	\$16,718,443	\$17,627,151	\$18,140,698	3%
Number of Total Employees	591 FT 48 PT 300 Seasonal	547 FT 10 PT 360 Seasonal	587 FT 10 PT 360 Seasonal	657 FT 10 PT 369 Seasonal	573 FT 11 PT 321 Seasonal	-12.8% 0% -12.7%
Number of Vehicles (excluding trailers)	313	315	339	317	322	1.5%
Net Operating Expenditures	\$117,706,828	\$133,016,645	\$126,279,850	\$134,846,187	\$153,388,161	13.7%
Gross Operating Expenditures	\$152,004,649	\$172,828,599	\$170,203,280	\$172,482,021	\$190,465,211	9%
Number of Police	128 Sworn 51 Non-Sworn	128 Sworn 36 Non-Sworn	128 Sworn 34 Non-Sworn	119 Sworn 34 Non-Sworn	123 Sworn 35 Non-Sworn	3.4% 3%
Tax Revenue	None	None	None	None	None	N/A
Estimated Payrolls	\$47,040,576	\$45,600,559	\$46,968,576	\$48,377,635	\$50,687,211	4.7%
Population	76,610	76,610	76,610	76,610	77,962	1.7%
Firefighters – Full Time EMTs/Paramedics	121	122	119	119	119	0%
Bridges – City Maintained	30	30	30	30	33	10%
Clinics (Social Services)	1	0	0	0	0	0%
Dams	6	6	6	6	7	16%
Reservoirs	2	2	2	2	2	0%
Water Tanks	6	6	6	6	6	0%

(1) – 8% increase is due to adding \$25,750,000 building value to Government center located at 115 E. Washington and \$20,600,000 building value to Lincoln Parking Garage located at 101 E. Front Street. Other notable changes: building values of \$10,927,270 were removed for Lake Bloomington Reservoir and \$13,112,724 building value for Evergreen Lake Reservoir as the Embankment dam, bridge for each reservoir are not insurable items.

City of Bloomington

BRIT/Fireman's Fund Program Structure Chart - Effective May 1, 2020 to May 1, 2021

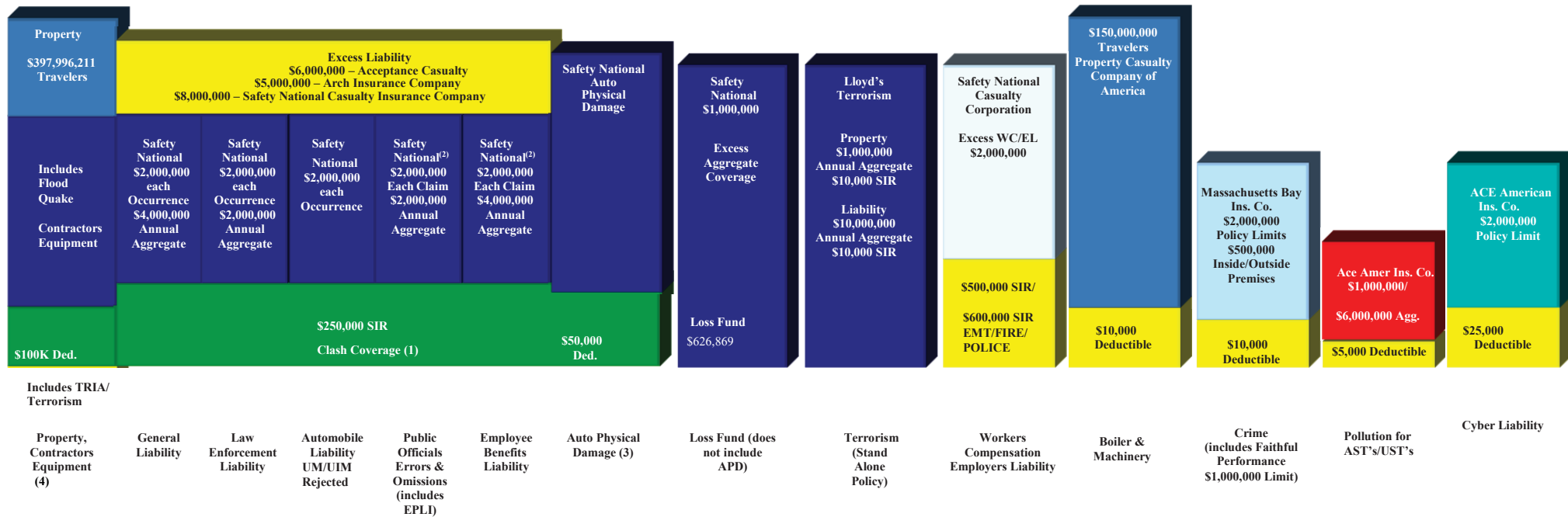


(1) Public Officials Errors & Omissions and Employee Benefits Liability are on a Claims-Made basis, with an annual aggregate.

(2) The SIR is a per occurrence retention. Only one retention applies in the event of a multiple loss (clash coverage), and the higher retention shall apply. See policy Multiple Lines Loss Protection for limits in the event of a multiple lines loss.

City of Bloomington

Safety National/Travelers Program Structure Chart- Effective May 1, 2020 to May 1, 2021



(1) The SIR is a per occurrence retention. Only one retention applies in the event of a multiple loss (clash coverage), and the higher retention shall apply. See policy Multiple Lines Loss Protection for limits in the event of a multiple lines loss.

(2) Public Officials Errors & Omissions and Employee Benefits Liability are on a Claims-Made basis, with an annual aggregate.

(3) Safety National –Auto Physical Damage – All vehicles at ACV except Emergency Vehicles at Stated Value – changes mid-term do not need to be reported to carrier

(4) \$100,000 Deductible for Windstorm/Hail deductible and \$250,000 Deductible for Flood Zone A

Safety National notes: Coverage for Dams is silent – no specific exclusion; Sexual Abuse under the GL section and any claim for other sections will be picked up in this coverage section

(1) Public Officials Errors & Omissions and Employee Benefits Liability are on a Claims-Made basis, with an annual aggregate.

CITY OF BLOOMINGTON - 5/1/2020 - 5/1/2021	PROGRAM COMPARISONS				
	2019 BRIT LIABILITY PROGRAM	2020 BRIT LIABILITY PROGRAM	SAFETY NATIONAL LIABILITY PROG	2020 BRIT LIABILITY PROGRAM	SAFETY NATIONAL LIABILITY PROG
	Package - \$125,000 SIR	Package - \$125,000 SIR	Package - \$125,000 SIR	Package - \$250,000 SIR	Package \$250,000 SIR
NOTES:	BRIT As expiring (With WC Buffer and Full Terrorism/TRIA)	BRIT As expiring (With WC Buffer and Full Terrorism/TRIA)	Safety National Liability includes \$8M Limit Excess Liability on a stand-alone policy and Excess only TRIA on GL	BRIT As expiring (With WC Buffer and Full Terrorism/TRIA)	Safety National Liability includes \$8M Limit Excess Liability on a stand-alone policy and Excess only TRIA on GL
	\$315,375 PREMIUM	\$449,537 PREMIUM	\$334,454 PREMIUM	\$394,537 PREMIUM	\$281,441 PREMIUM
	plus \$11,038 SLT/ \$237 IL Stamp fee / \$119 IL FMT Property / \$25 IL FMT APD = TOTAL taxes \$11,419	plus \$15,734 SLT/ \$337 IL Stamp fee / \$176 IL FMT Property / \$20 IL FMT APD = TOTAL taxes \$16,267	plus \$2,819 SLT taxes/fees (on POL and Law)	plus \$13,809 SLT/ \$296 IL Stamp fee / \$176 IL FMT Property / \$20 IL FMT APD = TOTAL taxes \$14,301	plus \$2,606SLT taxes/fees (on POL and Law)
Package TOTAL Premiums:	\$326,794	\$465,804	\$337,628	\$408,838	\$284,047
	\$10,000,000 LIABILITY LIMIT XS \$125,000 SIR INCLUDING WC BUFFER AND FULL TERRORISM/TRIA	\$10,000,000 LIABILITY LIMIT XS \$125,000 SIR INCLUDING WC BUFFER AND FULL TERRORISM/TRIA	\$10,000,000 LIABILITY LIMIT EXCESS \$125,000 SIR	\$10,000,000 LIABILITY LIMIT XS \$250,000 SIR INCLUDING WC BUFFER AND FULL TERRORISM/TRIA	\$10,000,000 LIABILITY LIMIT EXCESS \$125,000 SIR
Loss Fund:	\$590,000	\$680,000	\$626,869	\$795,000	\$729,637
	Erodes property and liability only	Erodes property and liability only	Erodes liability only	Erodes property and liability only	Erodes liability only
Excess Loss Fund Protection Limit:	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
INCLUDES TERRORISM	YES	YES	YES BUT SILENT WHERE POSSIBLE RESTRICTIONS	YES	YES BUT SILENT WHERE POSSIBLE RESTRICTIONS
LIABILITY SIR	\$125,000	\$125,000	\$125,000	\$250,000	\$250,000
Limits of Insurance - inside or outside SIR	within SIR	within SIR	within SIR	within SIR	within SIR
Limits of Insurance - inside or outside coverage limit	Within Limit	Within Limit	Outside Limit	Within Limit	Outside Limit
GENERAL LIABILITY					
GL Per Occurrence Limits	\$10,000,000	\$10,000,000	\$2,000,000	\$10,000,000	\$2,000,000
GL Aggregate Limits	\$10,000,000	\$10,000,000	\$4,000,000	\$10,000,000	\$4,000,000
Excess Limits	Included above	Included above	(1) Excess Limits \$8,000,000	Included above	(1) Excess Limits \$8,000,000
Total Limits	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Includes Sexual Abuse	Yes	Yes	Yes	Yes	Yes
			(1) \$8,000,000 Excess Limits - Safety National will provide a separate excess policy excess the AL/GL/EBL/LEL/POL		(1) \$8,000,000 Excess Limits - Safety National will provide a separate excess policy excess the AL/GL/EBL/LEL/POL
LAW ENFORCEMENT					
Law Enforcement Liability Per Occurrence Limit	\$10,000,000	\$10,000,000	\$2,000,000	\$10,000,000	\$2,000,000
Law Enforcement Liability Aggregate Limit	\$10,000,000	\$10,000,000	\$2,000,000	\$10,000,000	\$2,000,000
Excess Limits	Included above	Included above	(1) Excess Limits \$8,000,000	Included above	(1) Excess Limits \$8,000,000
Total Limits	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Sexual Abuse/Harassment	YES	YES	NO - potentially covered under Civil Rights - would be determined at time of	YES	NO - potentially covered under Civil Rights - would be determined at time of
			(1) \$8,000,000 Excess Limits - Safety National will provide a separate excess policy excess the AL/GL/EBL/LEL/POL		(1) \$8,000,000 Excess Limits - Safety National will provide a separate excess policy excess the AL/GL/EBL/LEL/POL
AUTO LIABILITY					
Auto Liability Limit	\$10,000,000 CSL	\$10,000,000 CSL	\$2,000,000 CSL	\$10,000,000 CSL	\$2,000,000 CSL
Excess Limits	Included above	Included above	(1) Excess Limits \$8,000,000	Included above	(1) Excess Limits \$8,000,000
Total Limits	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Garagekeepers	\$500,000 Ground UP	\$500,000 Ground UP	\$375,000 Limit excess the \$125K SIR	\$500,000 Ground UP	\$250,000 Limit excess the \$250K SIR
UM/UIM			Rejected as the minimum will be applied excess the \$125K SIR		Rejected as the minimum will be applied excess the \$205K SIR
Med Pay	\$40K ground up	\$40K ground up	NO	\$40K ground up	NO
			(1) \$8,000,000 Excess Limits - Safety National will provide a separate excess policy excess the AL/GL/EBL/LEL/POL		(1) \$8,000,000 Excess Limits - Safety National will provide a separate excess policy excess the AL/GL/EBL/LEL/POL
PUBLIC OFFICIALS INCLUDING EPLI					
Public Officials including Employment Practices Limit Each Claim	\$10,000,000	\$10,000,000	\$2,000,000	\$10,000,000	\$2,000,000
POL/EPLI Aggregate Limit	\$10,000,000	\$10,000,000	\$2,000,000	\$10,000,000	\$2,000,000
Excess Limits	Included above	Included above	(1) Excess Limits \$8,000,000	Included above	(1) Excess Limits \$8,000,000
Total Limits	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
POL/EPLI retro date	8/1/1986	8/1/1986	8/1/1986	8/1/1986	8/1/1986
EPLI -sexual abuse retro date	7/1/2008	7/1/2008	8/1/1986	7/1/2008	8/1/1986
EPLI -sexual harassment retro date	7/1/1996	7/1/1996	7/1/1996	7/1/1996	8/1/1986
EPLI - sex abuse	YES	YES	YES - would fall back under the GL	YES	YES - would fall back under the GL
			(1) \$8,000,000 Excess Limits - Safety National will provide a separate excess policy excess the AL/GL/EBL/LEL/POL		(1) \$8,000,000 Excess Limits - Safety National will provide a separate excess policy excess the AL/GL/EBL/LEL/POL
EMPLOYEE BENEFITS LIABILITY					
EBL Limit Each Claim	\$10,000,000	\$10,000,000	\$2,000,000	\$10,000,000	\$2,000,000
EBL Aggregate limit	\$10,000,000	\$10,000,000	\$4,000,000	\$10,000,000	\$4,000,000
Excess Limits	Included above	Included above	(1) Excess Limits \$8,000,000	Included above	(1) Excess Limits \$8,000,000
Total Limits	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
EBL Retro Date	8/1/1986	8/1/1986	8/1/1986	8/1/1986	8/1/1986
			(1) \$8,000,000 Excess Limits - Safety National will provide a separate excess policy excess the AL/GL/EBL/LEL/POL		(1) \$8,000,000 Excess Limits - Safety National will provide a separate excess policy excess the AL/GL/EBL/LEL/POL
EXCESS LIABILITY					
Safety National Premium			\$8,000,000 Each Occurrence/Aggregate Included in Above GL/AL/EBL/POL/LEL		\$8,000,000 Each Occurrence/Aggregate Included in Above GL/AL/EBL/POL/LEL
PROPERTY PROGRAM					
	BRIT/ALLIANZ	BRIT/ALLIANZ	TRAVELERS	BRIT/ALLIANZ	TRAVELERS
Property Premium:	Property included in BRIT Premium Allianz Premium	Property Included in BRIT Premium Allianz Premium	Travelers Premium	Property Included in BRIT Premium Allianz Premium	Travelers Premium
	\$105,704	\$140,945	\$238,798	\$140,945	\$223,798
TRIA/TERRORISM	YES	YES	YES	YES	YES
SIR's/Deductibles:					
Property	\$25,000 SIR	\$125,000 SIR	\$50,000 Deductible	\$125,000 SIR	\$50,000 Deductible
Windstorm/Hail	\$25,000 SIR	\$125,000 SIR	\$100,000 Deductible	\$125,000 SIR	\$100,000 Deductible
Contractors Equipment	\$25,000 SIR	\$125,000 SIR	\$10,000 Deductible	\$125,000 SIR	\$10,000 Deductible
Flood - All Zones except A	\$25,000 SIR	\$125,000 SIR	\$50,000 Deductible	\$125,000 SIR	\$50,000 Deductible
Flood Zone A	\$500,000 SIR	\$500,000 SIR	\$250,000 Deductible	\$500,000 SIR	\$250,000 Deductible
TIV rated	\$395,197,302	\$427,138,871	\$397,996,211	\$427,138,871	\$397,996,211
Limits (1):	(Includes APD)	(Includes APD)	Excludes APD - included with Safety Natl)	(Includes APD)	Excludes APD - included with Safety Natl)
Building Values Blanket	\$307,777,707	\$338,805,729	\$338,805,729	\$338,805,729	\$338,805,729
BPP, Property in the Open, Miscellaneous Equipment, EDP	\$43,211,095	\$43,211,095	Included in Blanket Limit	\$43,211,095	Included in Blanket Limit
Valuable Papers	\$10,000,000	\$10,000,000	\$1,000,000	\$10,000,000	\$1,000,000
Accounts Receivable	\$10,000,000	\$10,000,000	\$2,500,000	\$10,000,000	\$2,500,000
Contractors Equipment ACV	\$7,000,000	\$7,000,000	\$7,000,000 - newly acquired covered 365	\$7,000,000	\$7,000,000 - newly acquired covered 365
Extra Expense (includes EPD EE)	\$2,500,000	\$2,500,000	\$2,250,000	\$2,500,000	\$2,250,000
Extended Business Income	365 days	365 days	365 days	365 days	365 days
Business Income	\$1,975,000	\$1,875,000	\$3,250,000	\$1,875,000	\$3,250,000
EDP Equipment	\$6,364,411	\$6,364,411	\$5,000,000	\$6,364,411	\$5,000,000
Ordinance or Law	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000
Fire Arts	\$5,000,000	\$5,000,000	In any one Occurrence/\$50,000 per item	\$5,000,000	In any one Occurrence/\$50,000 per item
Personal Property of Others - includes Employees Tools	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Personal Effects of Officers and Employees	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Debris Removal	\$25,000,000	\$25,000,000	\$2,500,000	\$25,000,000	\$2,500,000
Pollutant Cleanup	\$2,000,000	\$2,000,000	\$10,000,000 Plus 25%	\$2,000,000	\$10,000,000 Plus 25%
Newly Constructed or Acquired	\$5,000,000	\$5,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Errors and Omissions	\$1,000,000	\$1,000,000	\$2,500,000	\$1,000,000	\$2,500,000
	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

CITY OF BLOOMINGTON - 5/1/2020 - 5/1/2021	PROGRAM COMPARISONS				
	2019 BRIT LIABILITY PROGRAM	2020 BRIT LIABILITY PROGRAM	SAFETY NATIONAL LIABILITY PROG	2020 BRIT LIABILITY PROGRAM	SAFETY NATIONAL LIABILITY PROG
	Package - \$125,000 SIR	Package - \$125,000 SIR	Package - \$125,000 SIR	Package - \$250,000 SIR	Package \$250,000 SIR
Transit	\$2,000,000	\$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000
Ingress/Egress	NA	NA	\$1,000,000	NA	\$1,000,000
Expediting Expense	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Flood	\$10,000,000	\$10,000,000	\$15,000,000	\$10,000,000	\$15,000,000
Flood Zone A	\$500,000 BRIT / Allianz excludes A	\$500,000 BRIT / Allianz excludes A	\$1,000,000	\$500,000 BRIT / Allianz excludes A	\$1,000,000
Earthquake	\$10,000,000	\$10,000,000	\$15,000,000	\$10,000,000	\$15,000,000
(1). Allianz Limits shown are excess BRIT limits					
Auto Physical Damage SIR/Deductible	\$50,000 SIR	\$50,000 SIR	\$50,000 Deductible	\$50,000 SIR	\$50,000 Deductible
Over the Road - Comp/Collision	Yes BRIT and Allianz	Yes BRIT and Allianz, (Allianz provide OTR within 250 Mile radius)	Yes	Yes BRIT and Allianz, (Allianz provide OTR within 250 Mile radius)	Yes
Valuation - Vehicles (other than Emergency Vehicles)	BRIT and Allianz at RCV for Emergency Vehicles / ACV all others	BRIT and Allianz at RCV for Emergency Vehicles / ACV All others	Safety National at Stated Value for Emergency Vehicles / ACV all others	BRIT and Allianz at RCV for Emergency Vehicles / ACV All others	Safety National at Stated Value for Emergency Vehicles / ACV all others
WC Buffer	INCLUDED	INCLUDED	EXCLUDED	INCLUDED	EXCLUDED
WC Buffer Limit	\$50,000	\$50,000		\$50,000	
WC Buffer SIR	\$450,000 all classes except \$550,000 EMT/Police/Fire	\$450,000 all classes except \$700,000 EMT/Police/Fire		\$450,000 all classes except \$700,000 EMT/Police/Fire	
Terrorism	INCLUDED	INCLUDED	CLUDED FOR GL and EXCESS ONLY	INCLUDED	INCLUDED FOR GL and EXCESS ONLY
Property Terrorism Limits	\$1,000,000	1000000		1000000	
Property Terrorism SIR	\$25,000	\$25,000		\$25,000	
Liability Terrorism Limits	\$20,000,000	\$11,000,000	Yes - silent (not specifically included or	\$11,000,000	Yes - silent (not specifically included or
Full Liability Terrorism SIR	\$50,000	\$50,000	\$125,000	\$50,000	\$125,000
Other coverages:					
Liquor Liability	YES	YES	YES	YES	YES
Drone coverage	YES	YES	YES	YES	YES
CARRIER ADMITTED OR NON ADMITTED	NON-ADMITTED	NON-ADMITTED	GL/JAL/EBL ADMITTED; LAW/POL NON-ADMITTED	NON-ADMITTED	GL/JAL/EBL ADMITTED; LAW/POL NON-ADMITTED
LOSS CONTROL \$ REIMBURSEMENT	\$5,000 plus a multitude of on line	\$5,000 plus a multitude of on line	MANY VARIOUS ON-LINE FREE	\$5,000 plus a multitude of on line	MANY VARIOUS ON-LINE FREE
SUBTOTAL PACKAGE/PROPERTY PROGRAM	\$432,498	\$606,749	\$576,426	\$549,783	\$507,845
Carrier offers a two rate guarantee	NO	NO	YES - see below conditions	NO	YES - see below conditions
ANCILLARY LINES:					
Excess Liability - \$5M excess \$10M					
Carrier	StarStone - no longer offering excess coverage to Public Entity	Arch Insurance Company	Arch Insurance Company	Arch Insurance Company	Arch Insurance Company
Admitted/Non-Admitted	Admitted	Admitted	Admitted	Admitted	Admitted
Follow form underlying	Follow form BRIT Excess \$10M total Limits	Follow form Acceptance \$6M total Limits	Follow form Safety National Excess \$10M total Limits	Follow form Acceptance \$6M total Limits	Follow form Safety National Excess \$10M total Limits
TRIA	YES	YES	YES	YES	YES
Limit	\$11,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Premium - Including TRIA	\$33,263	\$40,862	\$40,862	\$40,862	\$40,862
Excess Liability - \$6M excess Arch \$5M					
Carrier	StarStone - no longer offering excess coverage to Public Entity	Acceptance Indemnity Insurance Co	Acceptance Indemnity Insurance Co	Acceptance Indemnity Insurance Co	Acceptance Indemnity Insurance Co
Admitted/Non-Admitted	Admitted	Admitted	Admitted	Admitted	Admitted
Follow form underlying	Follow form BRIT Excess \$10M total Limits	Follow form BRIT Excess \$10M total Limits	Follow form Arch Excess \$5M total Limits	Follow form BRIT Excess \$10M total Limits	Follow form Arch Excess \$5M total Limits
TRIA	YES	YES	YES	YES	YES
Limit	\$11,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000
Premium - Including TRIA	\$33,263	\$64,473	\$31,578	\$64,473	\$31,578
		with taxes and TRIA	with taxes and TRIA	with taxes and TRIA	with taxes and TRIA
Workers Compensation - Safety National					
Specific Limit	Statutory	Statutory	Statutory	Statutory	Statutory
Employers Liability Limit	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
SIR - all classes except EMT/FIRE/POLICE/PARAMEDICS	\$500,000 SIR	\$500,000 SIR	\$500,000 SIR	\$500,000 SIR	\$500,000 SIR
SIR - EMT/FIRE/POLICE/PARAMEDICS	\$600,000 SIR	\$750,000 SIR	\$600,000 SIR	\$750,000 SIR	\$600,000 SIR
Premium	\$278,897	\$306,658	\$292,212	\$306,658	\$292,212
Cyber Liability - ACE					
Policy Aggregate Limit - Third Party	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Policy Aggregate Limit - First Party	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Deductible	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Retro Date - only applicable to Third Party Liability	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts
Prior and Pending Date	5/1/2017	5/1/2017	5/1/2017	5/1/2017	5/1/2017
Premium	\$20,956	\$23,751	\$23,751	\$23,751	\$23,751
Crime - Hanover (2nd Yr. of 3 Yr. Term)					
Limits	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
False Pretenses	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Deductible	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Premium	\$7,544	\$7,544	\$7,544	\$7,544	\$7,544
Boiler - Travelers - (2nd Yr. of a 3 Yr. Term)					
Ratable Values (Bldg./BPP/BI)	\$324,159,859	\$355,587,861	\$355,587,861	\$355,587,861	\$355,587,861
Limit	\$150,000,000	\$150,000,000	\$150,000,000	\$150,000,000	\$150,000,000
Sublimits	As per quoted	As per quoted	As per quoted	As per quoted	As per quoted
Deductible	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Premium	\$10,582	\$11,608	\$11,608	\$11,608	\$11,608
Pollution - ACE - City owned Storage Tanks					
Limit Per Tank Incident	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate Limit of Liability all Storage Tanks	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
Aggregate Limit of Liability for all Legal Defense Expenses	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Total Policy Aggregate Limit	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000
Deductible	\$5,000 per Storage Tank Incident	\$5,000 per Storage Tank Incident	\$5,000 per Storage Tank Incident	\$5,000 per Storage Tank Incident	\$5,000 per Storage Tank Incident
Number of Tanks	2 UST / 6 AST	2 UST / 7 AST (new UST tank reported at Prairie Vista)	3 UST / 7 AST (new UST tank reported at Prairie Vista)	2 UST / 7 AST (new UST tank reported at Prairie Vista)	3 UST / 7 AST (new UST tank reported at Prairie Vista)
Retro Date	None	None	None	None	None
Includes TRIA	YES	YES	YES	YES	YES
Premium - at \$5,000 Deductible (expiring)	\$5,035	\$5,945	\$5,945	\$5,945	\$5,945
Premium - Option at \$10,000 Deductible - \$5,053					
Gallagher Brokerage Service Fee	\$38,625	\$39,590	\$39,590	\$39,590	\$39,590
PROGRAM TOTAL	\$827,400	\$1,107,180	\$1,029,516	\$1,050,214	\$960,935

Service Team

Walt Larkin has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL
Walt Larkin Area Executive Vice President	(630) 694-5254	Walt_Larkin@ajg.com
Katherine Bisceglia Client Service Manager Senior	(630) 285-4059	Katherine_Bisceglia@ajg.com
Marissa Olszewski Client Service Manager	(630) 285-4252	Marissa_Olszewski@ajg.com

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (630) 773-3800

Program Structure

Named Insured

Named Insured	Excess Property	Property	Equipment Breakdown	Crime	Package	Excess Liability	Workers Compensation	Terrorism Liability	Cyber Liability	Underground Storage Tank Liability	Excess Workers' Compensation
City of Bloomington	X	X	X	X	X	X	X	X	X	X	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Lloyd's Syndicate 2987	Brit Package Property, APD, WC Buffer, General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability Including EPLI, Law Enforcement Liability, Terrorism, WC Buffer	Quoted Option 1 as expiring– Includes WC Buffer. Liability SIR is \$125,000 Increase in Property SIR from \$25K to \$125K due to large fire loss that occurred in 2019 Loss Fund \$680,000 (WC and Terrorism do not erode LF) Annual Aggregate Retention \$1,000,000	\$465,804 Plus \$15,734 SLT \$337 IL Stamp Fee \$176 IL FMT Property \$20 IL FMT APD TOTAL \$465,804
Lloyd's Syndicate 2987	Brit Package Property, APD, WC Buffer, General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability Including EPLI, Law Enforcement Liability, Terrorism	Quoted Option 2 -Excludes WC Buffer. Liability SIR is \$125,000 Increase in Property SIR from \$25K to \$125K due to large fire loss that occurred in 2019 Loss Fund \$680,000 (WC and Terrorism do not erode LF) Annual Aggregate Retention \$1,000,000	\$421,189 Plus \$14,742 SLT \$316 IL Stamp Fee \$176 IL FMT Property \$20 IL FMT APD TOTAL \$436,443
Lloyd's Syndicate 2987	Brit Package Property, APD, WC Buffer, General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability Including EPLI, Law Enforcement Liability, Terrorism, WC Buffer	Quoted Option 3 – Includes WC Buffer. Liability SIR is \$250,000 Increase in Property SIR from \$25K to \$125K due to large fire loss that occurred in 2019 Loss Fund \$795,000 (WC and Terrorism do not erode LF) Annual Aggregate Retention \$1,000,000	\$394,537 Plus \$13,809 SLT \$296 IL Stamp Fee \$176 IL FMT Property \$20 IL FMT APD TOTAL \$408,838
Lloyd's Syndicate 2987	Brit Package Property, APD, WC Buffer, General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability Including EPLI, Law Enforcement Liability, Terrorism	Quoted Option 4– includes WC Buffer. Liability SIR is \$250,000 Increase in Property SIR from \$25K to \$125K due to large fire loss that occurred in 2019 Loss Fund \$795,000 (WC and Terrorism do not erode LF) Annual Aggregate Retention \$1,000,000	\$366,189 Plus \$12,817 SLT \$275 IL Stamp Fee \$176 IL FMT Property \$20 IL FMT APD TOTAL \$379,477
Lloyd's Syndicate 2987	Brit Package Property, APD, WC Buffer, General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability Including EPLI, Law Enforcement Liability, Terrorism	Other BRIT options Option to remove Coverage Section I Property will result in a return premium of \$35,198 Option to remove Coverage Section I Automobile Physical Damage will result in a return premium of \$39,137. Option to move to \$5,000,000 limit on Casualty lines will result in a return premium of \$40,000. Option to increase WC Buffer layer to \$100K Limit \$48,000 Plus Taxes	\$414,339 w/o property \$410,400 w/o APD \$409,537 w \$5M liability limit Plus Taxes

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Safety National Casualty Corporation GL/EBL/AL/APD/Excess Safety Specialty Insurance Company POL/EPLI/Law	Auto Physical Damage, General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability Including EPLI, Law Enforcement Liability, Excess Liability TRIA on GL/Excess	Quoted – Option 3 - Recommended – Liability Package at \$125,000 SIR with Excess Liability – includes Auto Physical Damage at \$50,000 Deductible Loss Fund \$729,637 (does not erode APD) Annual Aggregate Retention \$1,000,000	GL/EBL \$39,894 AL \$70,650 APD \$45,708 POL/EPLI \$43,832 Law Enforcement \$44,950 Excess Liability \$85,266 TRIA GL \$1,596 TRIA Excess Liability \$2,558 TAXES POL/EPLI \$1,534 SLT \$33 IL SF TAXES on LEL \$1,573 SLT \$34 IL SF TOTAL Program \$337,628 Alternative APD \$25K deductible - premium would be \$70,708 or program total \$362,628
Safety National Casualty Corporation GL/EBL/AL/APD/Excess Safety Specialty Insurance Company POL/EPLI/Law	Auto Physical Damage, General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability Including EPLI, Law Enforcement Liability, Excess Liability TRIA on GL/Excess	Quoted - Liability Package at \$250,000 SIR with Excess Liability – includes Auto Physical Damage at \$50,000 Deductible Loss Fund \$729,637 (does not erode APD) Annual Aggregate Retention \$1,000,000	GL/EBL \$31,863 AL \$57,986 APD \$45,708 POL/EPLI \$35,587 Law Enforcement \$37,278 Excess Liability \$69,654 TRIA GL \$1,275 TRIA Excess Liability \$2,090 TAXES POL/EPLI \$1,246 SLT \$27 IL SF TAXES on LEL \$1,305 SLT \$28 IL SF TOTAL Program \$284,047 Alternative APD \$25K deductible - premium would be \$70,708 or program total \$309,047
Travelers	Package (Liability)	Declined – could not be competitive and cannot offer sexual abuse as city does not have policies and procedures in place	NA
AIX Specialty Insurance Company	Package (Liability)	Declined – could not be competitive	NA
Old Republic	Package (Liability)	Declined – could not be competitive	NA
Trident (Argonaut)	Package (Liability)	Declined – could not be competitive	NA
Travelers Property Casualty Co of America	Equipment Breakdown	Recommended Quote – flat rate – 1 st year of a 3 year policy term	\$10,582
Hanover Insurance Company	Crime	Recommended Quote – flat premium – 2 nd year of a 3 year policy term	\$7,544 Annual Installment

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Acceptance Casualty Company	Excess Liability	\$6,000,000 Limit Excess BRIT \$10,000,000 Limit	Premium including TRIA \$62,247 (Includes TRIA \$997) SLT \$2,179 IL Stamp Fee \$47 TOTAL \$64,473
Arch Indemnity Insurance Company	Excess Liability	\$5,000,000 Limit Excess BRIT \$10,000,000 Limit	\$40,862 Includes TRIA of \$1,191
Arch Insurance Company	Excess Liability	\$5,000,000 Limit Excess Safety National \$10M Limit	\$40,862 (Includes TRIA of \$1191)
Acceptance Indemnity Insurance Company	Excess Liability	\$6,000,000 Limit Excess Safety National \$10M Limit	Premium Including TRIA \$30,488 (with TRIA of \$488) SLT \$1,067 IL Stamp Fee \$23 TOTAL \$31,578
Markel	Excess Liability	Declined - not interested in writing Municipal business at this time	NA
RSUI	Excess Liability	Declined - not interested in writing Municipal business at this time	NA
Navigators	Excess Liability	Declined – as a recent change carrier is no longer writing Public Entity	NA
Great American	Excess Liability	Declined – only attaches excess of \$25M limit	NA
Travelers Indemnity Company	Property	Quoted – Competitive – Recommended paired with Safety National Casualty Program .06 rate per \$100 of values	\$238,798 - \$50K Property Deductible \$223,798 - \$100K Deductible
Federal Insurance Company	Property	Quoted – not Competitive \$25,000 Property deductible \$50,000 Water Damage Deductible	\$337,874 Includes TRIA/Terrorism
Liberty Mutual	Property	Declined – not competitive	NA
Old Republic	Property	Declined – could not be competitive	NA
Fireman's Fund Insurance Company	Excess Property	Recommended Quote paired with BRIT/Lloyds	\$102,750 TRIA \$2,948 TOTAL \$105,487
Hartford	Excess Property	Declined – could not be competitive	
Travelers	Excess Property	Not competitive – cannot offer APD over the road coverage	
ACE American Insurance Company	Cyber Liability	Recommended Quote - \$2,000,000 Limit with \$25K Retention Quoted - \$3,000,000 Limit with \$25K Retention	\$23,751 \$29,171
Ascent Underwriting LLP	Cyber Liability	Indicated premium would be over \$33K	NA

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
AXIS Insurance Company	Cyber Liability	Declined – cannot compete	NA
CFC Underwriting Ltd	Cyber Liability	Declined – cannot compete	NA
Lloyds' Syndicate 2623/623 (Beazley Furlonge Ltd)	Cyber Liability	Quoted - \$2,000,000 Limit w/\$25K retention \$3,000,000 Limit w/\$25K retention	\$17,620 plus taxes/fees \$23,820 plus taxes/fees Option to add Hardware Replacement Cost \$500K limit for additional \$500 Premium
Corvus Insurance Holdings Inc.	Cyber Liability	Declined – indicated premium over \$24K	NA
BCS Insurance Company	Cyber Liability	Declined – cannot compete	NA
Hiscox Insurance Company	Cyber Liability	Declined – Revenues excess \$100M – not interested in quoting	NA
ACE American Insurance Company	Storage Tank Pollution Liability	Recommended Quote \$5,000 deductible Option for \$10,000 deductible Increase in premium is due to an added AST that was installed April 2019	Option 1 as Expiring - \$5,000 Deductible Premium \$5,945 Includes TRIA Option 2 - \$10,000 Deductible Premium \$5,053 Includes TRIA
Illinois Public Risk Fund	Workers Compensation	Quoted \$300,000 deductible all class codes \$3,000,000 Statutory Limit New Business Safety Grant Amount \$7,956	\$308,983 3% Administrative Fee \$9,269 Total \$318,252
Safety National Casualty Corporation	Excess Workers' Compensation	Quoted – Stand Alone \$500,000 SIR all classes except Police/Fire/EMT \$750,000 SIR Police/Fire/EMT Rate per \$100 of Payroll \$0.5765 Voluntary Audit	\$292,212 Minimum and Deposit
Safety National Casualty Corporation	Excess Workers' Compensation	Quoted – Stand Alone \$500,000 SIR all classes except Police/Fire/EMT \$600,000 SIR Police/Fire/EMT \$750,000 SIR Police/Fire/EMT – Presumptive Loss Rate per \$100 payroll \$0.605 Voluntary Audit	\$306,658 Minimum and Deposit
Safety National Casualty Corporation	Excess Workers' Compensation	Quoted – can only purchase with Safety National Casualty Program and cannot be bound on a Stand-alone basis. \$500,000 SIR all classes except Police/Fire/EMT \$600,000 SIR Police/Fire/EMT Rate per \$100 payroll \$0.5765 Voluntary Audit	\$292,212 Minimum and Deposit
Midwest Casualty	Excess Workers' Compensation	Declined - could not be competitive	NA

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Lloyds of London	Sabotage and Terrorism	Quoted – Stand-alone policy Property and Liability Terrorism Coverages	Property Limits \$1,000,000 – Premium \$3,000 plus taxes/fees Property Limits \$5,000,000 Premium \$6,000 plus taxes/fees Liability Limits \$5,000,000 Premium \$6,000 plus taxes/fees Liability Limit \$20,000,000 Premium \$10,000 plus taxes/fees

Location Schedule

LINE OF COVERAGE	LOCATION
	109 E Olive St Bloomington, McLean IL 61701
	301 S East St Bloomington, McLean IL 61701
	401 S East St Bloomington, McLean IL 61701 336 S Main St Bloomington, McLean IL 61701
	502 S Main Bloomington, McLean IL 61701
Property	310 N Lee St Bloomington, McLean IL 61701 4040 E Oakland Ave Bloomington, McLean IL 61704
	2301 E Empire St Bloomington, McLean IL 61704
	401 1/2 S East Bloomington, McLean IL 61701
	25515 Waterside Way Hudson, McLean IL 61748 202 W Market Bloomington, McLean IL 61701
	1613 S Main St Bloomington, McLean IL 61701 1020 S Morris Ave Bloomington McLean IL 61701
	1813 Springfield Rd Bloomington, McLean IL 61701
	1402 S Morris Ave Bloomington McLean IL 61701 1515 W Chestnut St Bloomington McLean IL 61701
	800 McGregor St Bloomington McLean IL 61701
	1420 Towanda Ave Bloomington McLean IL 61701
	1001 Ethell Parkway Bloomington McLean IL 61701 1514 N Cottage Bloomington McLean IL 61701
	25432 Davis Lodge Rd Hudson McLean IL 61748

LINE OF COVERAGE	LOCATION
	605 W Division St Bloomington McLean IL 61701
	1513 Fort Jesse Rd Normal McLean IL 61761
	1909 E Hamilton Rd Bloomington McLean IL 61704
	E2500 North Hudson McLean IL 61748 3611 Ft Jesse Bloomington McLean IL 61704
	205 N Prospect Rd Bloomington McLean IL 61704
	110 Rust Rd Bloomington McLean IL 61701
	3002 Fox Creek Rd Bloomington McLean IL 61705
	3209 Carrington Ln Bloomington McLean IL 61705 502 W Hamilton Rd Bloomington McLean IL 61704
	1705 S Morris Ave Bloomington McLean IL 61701
	1911 E Hamilton Rd Bloomington McLean IL 61704
	1206 S Lee St Bloomington McLean IL 61701 301 E Jackson St Bloomington McLean IL 61701
	5601 Ireland Grove Rd Bloomington McLean IL 61705
	County Rd 1050 East Bloomington McLean IL 61701 2110 Old Route 66 Normal McLean IL 61761
	600 N East St Bloomington McLean IL 61701
	107 E Chestnut St Bloomington McLean IL 61701
	14047 N 3000 East Rd Colfax McLean IL 61728
	1250 Holiday Drive Bloomington McLean IL 61701 1601 Jumer Dr Bloomington McLean IL 61704 1609 S Main St

LINE OF COVERAGE	LOCATION
	Bloomington McLean IL 61701
	603 W Division St Bloomington McLean IL 61701 101 S Madison St Bloomington McLean IL 61701
	2602 Six Points Rd Bloomington McLean IL 61705
	1 Main Bloomington McLean IL 61701 101 E Front St Bloomington McLean IL 61701
	115 E Washington St Bloomington McLean IL 61701
	1520 Fell Ave Bloomington McLean IL 61701

Program Details

Coverage: Excess Property

Carrier: Fireman's Fund Insurance Company

Policy Period: 5/1/2020 to 5/1/2021

Sent final version of SOV to carrier on 3/5/2020

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Coinurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT
For all Property	Agreed Value- Blanket
Contractors Equip	Blanket - ACV
Vehicles	ACV except emergency vehicles at Restoration value

Coverage:

LOCATION DETAILS	SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT
Loc.# - All	Business Real Property	Limit	\$338,805,729
Loc.# - All	Business Income	Limit	\$1,000,000
Loc.# - All	Extra Expense	Limit	\$2,000,000
Loc.# - All	Business Personal Property	Sublimit	\$49,190,484
	Business Income and Extra Expense Coverage		Includes Ordinary Payroll
	Business Personal Property Subject to Sublimits of Insurance		
Loc.# - All	- Accounts Receivable	Sublimit	\$10,000,000
Loc.# - All	- Data, Media, Software	Sublimit	\$5,000,000
Loc.# - All	- Personal Effects	Sublimit	\$5,000,000
Loc.# - All	- Personal Property of Others	Sublimit	\$5,000,000
Loc.# - All	- Prototypes	Sublimit	\$1,000,000
Loc.# - All	- Research and Development Documentation	Sublimit	\$1,000,000
Loc.# - All	- Valuable Papers and Records	Sublimit	\$10,000,000
Loc.# - All	Earth Movement		
	- Per Loss Event	Limit	\$10,000,000
	- Annual Aggregate	Limit	\$10,000,000
All except 1-19, 21-35, 38-42, 44-50	Flood		
	- Per Loss Event	Limit	\$10,000,000
	- Annual Aggregate	Limit	\$10,000,000



Deductibles

COVERAGE	AMOUNT
Property-Gard Pinnacle - Combined Dollar Deductible - Loc.# - All	\$1,000,000
Extensions of Coverage - Loc.# - All	
Consequential Loss Assumption Coverage	Policy Deductible
Contract Penalty Clause Coverage	Policy Deductible
Debris Removal Coverage	
- Debris of Property Owned by Others	Policy Deductible
Extended Warranty Coverage	Policy Deductible
Fine Arts Coverage - Miscellaneous Unscheduled Fine Arts	
- Any One Item, Pair or Set	Policy Deductible
- Per Occurrence or Loss Event	Policy Deductible
- Fine Arts while at an Exhibition, Exposition, Fair, or Trade Show	Policy Deductible
Fire Department Service Charge Coverage	Policy Deductible
Installation Coverage	Policy Deductible
Mobile Communication Equipment Coverage	Policy Deductible
Money and Securities Coverage	Policy Deductible
Money Orders and Counterfeit Currency Coverage	Policy Deductible
Realty Tax Coverage	Policy Deductible
Salesperson's Samples Coverage	Policy Deductible
Tenant's Lease Agreement Coverage	Policy Deductible
Theft of Precious Commodities Coverage	Policy Deductible
Business Income and Extra Expenses - Loc.# - All	
Business Access Coverage	24 Hour(s)
Civil Authority Coverage	24 Hour(s)
Delayed Occupancy Coverage	Policy Deductible
Leasehold Interest Coverage	Policy Deductible
Research and Development Operations Coverage	Policy Deductible
Tenant Moving Coverage	Policy Deductible
Property, Business Income and Extra Expenses - Loc.# - All	

Deductibles

COVERAGE	AMOUNT
Communicable Disease Coverage	
- Per Occurrence or Loss Event	Policy Deductible
Fungus Remediation Coverage	Policy Deductible
Loss Adjustment Expense Coverage	Policy Deductible
Newly Acquired Location Coverage	Policy Deductible
Outdoor Trees, Shrubs, Plants, and Lawn Coverage	
- Per Occurrence or Loss Event	Policy Deductible
Pollutant Cleanup Coverage	
- Per Occurrence or Loss Event	Policy Deductible
Trade Show Coverage	Policy Deductible
Transit Coverage	
- Your Vehicles	Policy Deductible
- Carriers for Hire	Policy Deductible
- International Air Shipments	Policy Deductible
Unintentional Property Errors and Omissions Coverage	Policy Deductible
Unnamed Location Coverage	Policy Deductible
Utility Services Coverage	
- Business Income Deductible	24 Hours
Dependent Property: Unscheduled Dependent Property	
- Time Element	24 Hours
- Time Element Minimum Deductible - Loc.# - All	\$1,000,000
Earth Movement	\$1,000,000
Flood - Loc.# - 1-19, 21-35, 38-42, 44-50	\$1,000,000
Crisis Management Coverage: Extensions of Coverage Applicable only to Business Income and Extra Expense Coverage	
Crisis Event Business Income and Extra Expense Coverage	
- Per Occurrence or Loss Event	\$1,000,000
Mobile Equipment Coverage: Extensions of Coverage Applicable only to Property Coverage Miscellaneous Unscheduled Mobile Equipment	
Miscellaneous Unscheduled Mobile Equipment	
- Per Occurrence or Loss Event	\$1,000,000
Extensions of Coverage Applicable only to Property Coverage Schedule of Individually Described Mobile Equipment	\$1,000,000
Newly Acquired Mobile Equipment Coverage	\$1,000,000

Deductibles

COVERAGE	AMOUNT
Miscellaneous Unscheduled Vehicles	
- Per Occurrence or Loss Event	\$1,000,000
Schedule of Individually Described Vehicles - Loc.# - All	
- scheduled - all other vehicles	\$1,000,000
- scheduled - emergency vehicles	\$1,000,000

Additional Coverage:

LOCATION DETAILS	DESCRIPTION	LIMIT TYPE	AMOUNT
Loc.# - All	Extensions of Coverage		
	Consequential Loss Assumption Coverage	Limit	\$250,000
	Contract Penalty Clause Coverage	Limit	\$250,000
	Debris Removal Coverage		
	- Debris of Property Insured	Limit	\$25,000,000
	- Debris of Property Owned by Others	Limit	\$250,000
	Extended Warranty Coverage	Limit	\$250,000
	Fine Arts Coverage		
	- Miscellaneous Unscheduled Fine Arts		
	-- Any One Item, Pair or Set	Limit	\$50,000
	-- Per Occurrence or Loss Event	Limit	\$500,000
	- Fine Arts while at an Exhibition, Exposition, Fair, or Trade Show	Limit	\$50,000
	Fire Department Service Charge Coverage	Limit	\$250,000
	Fire Equipment Protection Coverage	Limit	\$250,000
	Installation Coverage	Limit	\$1,000,000
	Loss Avoidance or Mitigation Coverage	Limit	\$1,000,000
	Mobile Communication Equipment Coverage	Limit	\$250,000
	Money and Securities Coverage	Limit	\$250,000
	Money Orders and Counterfeit Currency Coverage	Limit	\$250,000
	Realty Tax Coverage	Limit	\$250,000
	Removal of Property Coverage	Limit	\$1,000,000
	Reward Coverage		
	- Any One Person	Limit	\$25,000
	- Per Occurrence or Loss Event	Limit	\$250,000
	Salesperson's Samples Coverage	Limit	\$250,000
	Tenant's Lease Agreement Coverage	Limit	\$250,000
	Theft of Precious Commodities Coverage	Limit	\$250,000
Loc.# - All	Business Income and Extra Expenses		
	Business Access Coverage	Limit	\$1,000,000 / 1 Mile(s)
	Civil Authority Coverage	Limit	\$1,000,000 / 1 Mile(s)
	Delayed Occupancy Coverage	Limit	\$1,000,000

Additional Coverage:

LOCATION DETAILS	DESCRIPTION	LIMIT TYPE	AMOUNT
	Expediting Expense Coverage	Limit	\$1,000,000
	Extended Business Income and Extra Expense Coverage		
	- Business Income Coverage		365 Day(s)
	- Extra Expense Coverage		365 Day(s)
	Leasehold Interest Coverage	Limit	\$1,000,000
	Research and Development Operations Coverage	Limit	\$1,000,000
	Tenant Moving Coverage	Limit	\$1,000,000
	Property, Business Income and Extra Expenses		
	Communicable Disease Coverage		
	- Per Occurrence or Loss Event	Limit	\$100,000
	- Annual Aggregate	Limit	\$100,000
	Fungus Remediation Coverage	Limit	\$100,000
	Loss Adjustment Expense Coverage	Limit	\$1,000,000
	Newly Acquired Location Coverage	Limit	\$5,000,000
	Outdoor Trees, Shrubs, Plants, and Lawn Coverage		
	- Any One Tree, Shrub, Plant, or Lawn	Limit	\$2,500
	- Per Occurrence or Loss Event	Limit	\$1,000,000
	Pollutant Cleanup Coverage		
	- Per Occurrence or Loss Event	Limit	\$1,000,000
	- Annual Aggregate	Limit	\$1,000,000
	Trade Show Coverage	Limit	\$2,500,000
	Transit Coverage		
	- Your Vehicles	Limit	\$1,000,000
	- Carriers for Hire	Limit	\$1,000,000
	- International Air Shipments	Limit	\$1,000,000
	Unintentional Property Errors and Omissions Coverage	Limit	\$1,000,000
	Unnamed Location Coverage	Limit	\$10,000,000
	Utility Services Coverage	Limit	\$1,000,000
	- Overhead Transmission Lines and Equipment		Included
Loc.# - All	Ordinance or Law Coverage		
	- Coverage A		Included
	- Coverage B & C Blanket	Limit	\$25,000,000
	- Coverage D	Limit	\$10,000,000
	- Coverage E	Limit	\$5,000,000
	Dependent Property: Unscheduled Dependent Property		
	- Blanket Per Occurrence Limit(s) of Insurance	Limit	\$1,000,000
	Green Coverage Endorsement: Extensions of Coverage		
	Green Certification Upgrade Coverage	Sublimit	\$25,000
	Vegetated Roof and Heat Island Effect Coverage		Refer to Outdoor Trees, Shrubs

Additional Coverage:

LOCATION DETAILS	DESCRIPTION	LIMIT TYPE	AMOUNT
	Professional Design Consulting Coverage	Sublimit	\$25,000
	Commissioning Expense Coverage		
	- Commissioning or Retro-Commissioning Services	Sublimit	\$25,000
	- Test and Balance Analysis	Sublimit	\$25,000
	Certification Fees Coverage	Sublimit	\$25,000
	Recycling Additional Expense Coverage	Sublimit	\$25,000
	Flush-Out Coverage	Sublimit	\$25,000
	Green Financial Incentive Coverage	Sublimit	\$25,000
	Porous Paving Coverage	Sublimit	\$25,000
	Green Mobile Equipment Coverage	Sublimit	\$25,000
	Miscellaneous Green Property Coverage	Sublimit	\$25,000
	Crisis Management Coverage: Extensions of Coverage Applicable only to Business Income and Extra Expense Coverage		
	Crisis Event Response Communication Cost		
	- Per Occurrence or Loss Event	Limit	\$25,000
	- Annual Aggregate	Limit	\$25,000
	Crisis Event Business Income and Extra Expense Coverage		
	- Per Occurrence or Loss Event	Limit	\$25,000
	- Annual Aggregate	Limit	\$25,000
	Post Crisis Event Expense Coverage		
	- Per Occurrence or Loss Event	Limit	\$25,000
	- Annual Aggregate	Limit	\$25,000
	Mobile Equipment Coverage: Extensions of Coverage Applicable only to Property Coverage Miscellaneous Unscheduled Mobile Equipment		
	- Miscellaneous Unscheduled Mobile Equipment		
	-- Any One Item	Limit	\$50,000
	-- Per Occurrence or Loss Event	Limit	\$150,000
	Extensions of Coverage Applicable only to Property Coverage Schedule of Individually Described Mobile Equipment	Limit	\$7,000,000
	Rental Reimbursement Coverage		
	- Consecutive Calendar Days		60 Days
	- Limit of Insurance	Limit	\$10,000
	Newly Acquired Mobile Equipment Coverage		
	- Consecutive Calendar Days		120 Days
	- Limit of Insurance	Limit	\$100,000
	Miscellaneous Unscheduled Vehicles		
	- Miscellaneous Unscheduled Mobile Equipment		25 Miles
	-- Any One Item	Limit	\$50,000
	-- Per Occurrence or Loss Event	Limit	\$150,000
Loc.# - All	Schedule of Individually Described Vehicles		
	- scheduled - all other vehicles	Limit	\$18,140,698 / 250

Additional Coverage:

LOCATION DETAILS	DESCRIPTION	LIMIT TYPE	AMOUNT
			Miles
	- scheduled - emergency vehicles	Limit	\$11,001,960 / 250 Miles

Valuations:

DESCRIPTION	LIMITATIONS
Actual Cash Value	Scheduled - all Other Vehicles, Miscellaneous Unscheduled Mobile Equipment, Miscellaneous Unscheduled Mobile Equipment
Restoration Value	Scheduled - Emergency Vehicles
Operational Replacement Cost	Individually Described Mobile Equipment

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

Endorsements include, but are not limited to:

DESCRIPTION
Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act) - 145927 01 15
Property Coverage Section - Declarations
Property-Gard Pinnacle Coverage Form - 250000 01 13
Property-Gard Pinnacle - Additional Covered Causes of Loss - 250001 01 13
Property-Gard Pinnacle - Green Coverage Endorsement - 250031 01 13
Property-Gard Pinnacle - Combined Dollar Deductible - 250033 01 13
Property-Gard Pinnacle - Joint or Disputed Loss Agreement - 250049 01 13
Property-Gard Pinnacle - Conditional Vacancy Exclusion - 250050 01 13
Property-Gard Pinnacle - Crisis Management Coverage - 250062 01 13
Property-Gard Pinnacle - Combined Dollar Deductible - Specified Causes of Loss - 250065 01 13
Property-Gard Pinnacle - Illinois State Exception Endorsement - 250078 01 13
Property-Gard Pinnacle - Blanket Mortgage Holder or Loss Payee Provisions - 250126 01 15
Property-Gard Pinnacle - Mobile Equipment Coverage - 250131 10 17
Property-Gard Pinnacle - Vehicle Coverage - 250132 10 17
Important Disclosure Notice Regarding Terrorism Coverage - 386357 06 17

Exclusions include, but are not limited to:

DESCRIPTION
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure



Premium**ESTIMATED PROGRAM COST****\$137,444.00**

TRIA/TRIPRA PREMIUM

\$3,501.00**\$140,945 TOTAL****Location Schedule**

Location	Address	City	County	State	Zip Code
1	109 E Olive St	Bloomington	McLean	IL	61701
2	301 S East St	Bloomington	McLean	IL	61701
3	401 S East St	Bloomington	McLean	IL	61701
4	336 S Main St	Bloomington	McLean	IL	61701
5	502 S Main	Bloomington	McLean	IL	61701
6	310 N Lee St	Bloomington	McLean	IL	61701
7	4040 E Oakland Ave	Bloomington	McLean	IL	61704
8	2301 E Empire St	Bloomington	McLean	IL	61704
9	401 1/2 S East	Bloomington	McLean	IL	61701
10	25515 Waterside Way	Hudson	McLean	IL	61748
11	202 W Market	Bloomington	McLean	IL	61701
12	1613 S Main St	Bloomington	McLean	IL	61701
13	1020 S Morris Ave	Bloomington	McLean	IL	61701
14	1813 Springfield Rd	Bloomington	McLean	IL	61701
15	1402 S Morris Ave	Bloomington	McLean	IL	61701
16	1515 W Chestnut St	Bloomington	McLean	IL	61701
17	800 McGregor St	Bloomington	McLean	IL	61701
18	1420 Towanda Ave	Bloomington	McLean	IL	61701
19	1001 Ethell Parkway	Bloomington	McLean	IL	61701
20	1514 N Cottage	Bloomington	McLean	IL	61701
21	25432 Davis Lodge Rd	Hudson	McLean	IL	61748
22	605 W Division St	Bloomington	McLean	IL	61701
23	1513 Fort Jesse Rd	Normal	McLean	IL	61761
24	1909 E Hamilton Rd	Bloomington	McLean	IL	61704
25	E2500 North	Hudson	McLean	IL	61748
26	3611 Ft Jesse	Bloomington	McLean	IL	61704
27	205 N Prospect Rd	Bloomington	McLean	IL	61704
28	110 Rust Rd	Bloomington	McLean	IL	61701

Location Schedule

Location	Address	City	County	State	Zip Code
1	109 E Olive St	Bloomington	McLean	IL	61701



2	301 S East St	Bloomington	McLean	IL	61701
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4	336 S Main St	Bloomington	McLean	IL	61701
5	502 S Main	Bloomington	McLean	IL	61701
6	310 N Lee St	Bloomington	McLean	IL	61701
7	4040 E Oakland Ave	Bloomington	McLean	IL	61704
8	2301 E Empire St	Bloomington	McLean	IL	61704
9	401 1/2 S East	Bloomington	McLean	IL	61701
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11	202 W Market	Bloomington	McLean	IL	61701
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13	1020 S Morris Ave	Bloomington	McLean	IL	61701
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15	1402 S Morris Ave	Bloomington	McLean	IL	61701
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17	800 McGregor St	Bloomington	McLean	IL	61701
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27	205 N Prospect Rd	Bloomington	McLean	IL	61704
28	110 Rust Rd	Bloomington	McLean	IL	61701



Coverage: Property

Carrier: Travelers Indemnity Company

Policy Period: 5/1/2020 to 5/1/2021

Sent final version of SOV to carrier on 3.4.2020

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT
Policy Limit: In no Event Shall Liability Under This Policy Arising out of One Occurrence Exceed, Nor Shall Liability Exceed any Specific Limit of Insurance Applying to any Insured Loss, Coverage or Location	Limit	\$397,996,211

Deductibles

COVERAGE	AMOUNT
Deductibles: For Application of Deductibles, Refer to the Application of Deductibles Conditions in the Policy Conditions, Additional Provisions and Definitions Form	
to Business Income Coverage and Rental Value Coverage for Which no Other Deductible is Stated, In any One Occurrence	24 Hours
by Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, In any One Occurrence	\$50,000
- as Respects Business Income	Deductible is Included in the Occurrence Deductible.
- as Respects Rental Value	Deductible is Included in the Occurrence Deductible.
- as Respects Extra Expense	Deductible is Included in the Occurrence Deductible
by Flood	
- Occurring Within Flood Zone a or Zones Prefixed a, As Classified Under the NFIP, The Deductible, In any One Occurrence for Each Building or Structure and Its Contents Separately - In any One Occurrence	\$250,000
- B. Occurring Anywhere Else in the Policy Territory Where Flood Coverage Applies, In any One Occurrence	\$50,000
- as Respects Business Income	Deductible is Included in the Occurrence Deductible.
- as Respects Rental Value	Deductible is Included in the Occurrence Deductible.
- as Respects Extra Expense	Deductible is Included in the Occurrence Deductible
by "Windstorm" or Hail, In any One Occurrence	\$100,000
- as Respects Business Income	Deductible is Included in the Occurrence Deductible.
- as Respects Rental Value	Deductible is Included in the Occurrence Deductible.
- as Respects Extra Expense	Deductible is Included in the Occurrence Deductible

Deductibles

COVERAGE	AMOUNT
To Contractors Equipment, In any One Occurrence	\$10,000
To Utility Services - Direct Damage, In any One Occurrence	\$50,000
to Utility Services - Time Element, In any One Occurrence	24 Hours
To any Other Covered Loss, In any One Occurrence	\$50,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Limits of Insurance – for Application of Limits of Insurance, Refer to Conditions a.2. And a.3. In the Policy Conditions, Additional Provisions and Definitions		
Buildings, in any one occurrence		Included in the Policy Limit
Business Personal Property excluding Personal Property of Others, in any one occurrence		Included in the Policy Limit
Personal Property of Others, in any one occurrence:	Limit	\$5,000,000
“Electronic Data Processing Data and Media”, in any one occurrence:	Limit	\$5,000,000
Accounts Receivable, in any one occurrence:	Limit	\$10,000,000
Valuable Papers and Records, in any one occurrence:	Limit	\$10,000,000
“Fine Arts”, in any one occurrence	Limit	\$500,000
- Subject to a maximum per item of	Limit	\$50,000
Newly Constructed or Acquired Property, at any one building, in any one occurrence	Limit	\$5,000,000
- Number of days		120
Outdoor Property” including Debris Removal, in any one occurrence	Limit	\$1,000,000
- Trees, shrubs and plants are subject to a maximum per item of:	Limit	\$2,500
Personal Effects and “Fine Arts” of Officers and Employees of the Insured		
- Per Employee:	Limit	\$2,500
- In any one occurrence:	Limit	\$2,500,000
Covered Property at Undescribed Premises, in any one occurrence	Limit	\$100,000
Covered Property in Transit, in any one occurrence	Limit	\$100,000
Debris Removal, in any one occurrence (- a. 25% of the sum of the amount paid for Covered Property loss and the applicable deductible, - b. Additional Debris Removal Expense)	Limit	\$10,000,000
“Pollutant” Cleanup and Removal – Direct Damage, aggregate in any one policy year	Limit	\$1,000,000
Claim Data Expense – Direct Damage, in any one occurrence	Limit	\$25,000
Ordinance or Law:		
- Loss to the Undamaged Portion of Buildings, in any one occurrence		Included in Building Limit
- Demolition Cost, in any one occurrence	Limit	\$10,000,000
- Increased Cost of Construction, in any one occurrence		Included in the limit shown for Demolition Cost.

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Limited "Fungus", Wet Rot and Dry Rot Coverage – Direct Damage		
- A. In any one occurrence:	Limit	\$15,000
- b. Aggregate in any one policy year:	Limit	\$100,000
Business Income, in any one occurrence	Limit	\$3,250,000
- Rental Value, in any one occurrence		included in the Limit shown for Business Income
- Extended Business Income or Rental Value at 60 days		Revised to 365 days
- Civil Authority		30 days
- Ingress or Egress, in any one occurrence:	Limit	\$1,000,000
- Number of miles		1
- Number of days		30
- "Dependent Property", in any one occurrence:	Limit	\$1,000,000
- Ordinance or Law - Increased "Period of Restoration", in any one occurrence:	Limit	\$250,000
- Newly Acquired Premises – Time Element, in any one occurrence:	Limit	\$500,000
- Number of days		120
- Undescribed Premises – Time Element, in any one occurrence:	Limit	\$100,000
- Claim Data Expense – Time Element, in any one occurrence:		included in the limit that applies to Claim Data Expense – Direct Damage
- Pollutant" Clean Up and Removal – Time Element, aggregate in any one policy year		Included in the limit that applies to "Pollutant" Clean Up and Removal – Direct Damage
- Limited "Fungus", Wet Rot and Dry Rot Coverage – Time Element		30 days
Extra Expense, in any one occurrence	Limit	\$2,250,000
- Civil Authority		30 days
- Ingress or Egress, in any one occurrence		
- Number of miles		1
- Number of days		30
- Ordinance or Law - Increased "Period of Restoration", in any one occurrence	Limit	\$50,000
- Newly Acquired Premises – Extra Expense, in any one occurrence	Limit	\$50,000
- Number of days		120
- Undescribed Premises – Extra Expense, in any one occurrence	Limit	\$50,000
- Claim Data Expense – Extra Expense, in any one occurrence		included in the limit that applies to Claim Data Expense – Direct Damage
- "Pollutant" Clean Up and Removal – Extra Expense, aggregate in any one policy year		included in the limit that applies to "Pollutant" Clean Up and Removal – Direct Damage
- Limited "Fungus", Wet Rot and Dry Rot Coverage – Extra Expense		30 days

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Earthquake, Volcanic Eruption, Landslide and Mine Subsidence – aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy		
- Occurring anywhere else in the Policy Territory	Limit	\$15,000,000
Flood – aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy		
- a. Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone A or Zones prefixed A as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones	Limit	\$1,000,000
- c. Occurring anywhere else in the Policy Territory	Limit	\$15,000,000
Limited Electronic Vandalism Cause of Loss Coverage, aggregate in any one policy year	Limit	\$25,000
Builder's Risk, in any one occurrence		
- Maximum at any one Construction Site:	Limit	\$500,000
- Maximum at all Construction Sites:	Limit	\$500,000
- Builder's Risk, Property At Temporary Storage Location:	Limit	\$10,000
- Builder's Risk, Property in transit:	Limit	\$10,000
Contractors Equipment - specific amounts of insurance, per item, as per schedule on file with the Company, not to exceed in any one occurrence	Limit	\$7,000,000
- Newly Acquired Contractors Equipment, in any one occurrence	Limit	\$500,000
- Equipment Rental Expense, in any one occurrence	Limit	\$100,000
Expediting Expenses, in any one occurrence	Limit	\$1,000,000
Money and Securities, in any one occurrence		
- Inside Premises:	Limit	\$100,000
- Outside Premises:	Limit	\$100,000
Reimbursement of Master Key Costs, in any one occurrence:	Limit	\$25,000
Leasehold Interest, in any one occurrence:	Limit	\$250,000
Emergency Evacuation Expense, in any one occurrence:	Limit	\$100,000
Green Building – Direct Damage		
- Green Building Alternatives – Increased Cost, in any one occurrence	Limit	\$100,000
- Increased Cost Percentage		3%
- Green Building Reengineering and Recertification Expense, in any one occurrence	Limit	\$25,000
Green Building Alternatives – Increased Period of Restoration:		30 days
Errors and Omissions, in any one occurrence:	Limit	\$1,000,000
Utility Services – in any one occurrence:		
- Utility Services, combined Direct Damage and Time Element	Limit	\$1,000,000

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost – Building and Business Personal Property Actual Cash Value - Contractors Equipment	Applies

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

Endorsements include, but are not limited to:

DESCRIPTION
State Mandated Endorsements
Index of Forms - MS C0 02 07 99
Supplemental Coverage Declarations - MS C0 03 10 18
Property Coverage Form - MS C1 00 10 18
Business Income and/or Rental Value Coverage Form Excluding Extra Expense - MS C1 02 10 18
Extra Expense Coverage Form - MS C1 03 10 18
Earthquake, Volcanic Eruption, Landslide and Mine Subsidence - MS C2 04 10 18
Flood - MS C2 06 10 18
Electronic Vandalism - MS C2 19 10 18
Builders Risk - MS C3 01 10 18
Contractors Equipment - MS C3 09 10 18
Expediting Expenses - MS C3 19 07 99
Money and Securities - MS C3 21 10 18
Reimbursement of Master Key Costs - MS C3 25 10 18
Utility Services - Direct Damage - MS C3 27 10 18
Leasehold Interest Coverage - MS C3 32 10 18
Emergency Evacuation Expense - MS C3 39 10 18
Green Building Changes - Direct Damage - MS C3 62 10 18
Utility Services - Time Element - MS C4 09 10 18
Green Building Changes - Time Element - MS C4 33 10 18
Policy Conditions, Additional Provisions and Definitions Form - MS C5 01 10 18
Replacement Cost - MS C5 05 10 18
Errors and Omissions - MS C5 26 10 18
Extra Expense Deductible - MS C5 27 10 18
Ordinance or Law - Loss to Undamaged Portion of Buildings Amended Limit Provision - MS C5 43 10 18
HH/MOD Hazardous EQ, Volcanic Eruption, Landslide & Mine Subsidence Areas -U.S.A. - MS C6 09 10 15
Additional Benefits - MS C7 18 06 19
Illinois Changes - Cancellation and Nonrenewal - MS C8 69 10 18

Endorsements include, but are not limited to:**DESCRIPTION**

Illinois Changes - MS C8 70 11 18
Important Notice Regarding Independent Agent and Broker Compensation - PN T4 54 01 08
Important Notice-Complaints-Illinois - PN T5 68 07 12
Not-Religious From Protection & Civil Union Act-IL - PN T9 11 03 12
Terrorism Disclosure - TR IA 01 01 15
Cap on Certified Terrorism - TR IA 04 01 15

Exclusions include, but are not limited to:**DESCRIPTION**

Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Exclusion of New "Frame Buildings" in the Course of Construction
Exclusion - "Certain computer related losses due to dates or times"
Exclusion of Nuclear Hazard, War, Military Action and Pathogenic or Poisonous Biological or Chemical Materials
Exclusion Nuclear Hazard War Military Action & Pathogenic - MS C2 37 09 02
Ordinary Payroll: Excluded

Binding Requirements:**DESCRIPTION**

Subject to:
- your compliance with our reasonable engineering recommendations
- A Signed and Completed Business Income Worksheet Prior to Issuance

Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Policy Territory: The United States of America and Canada
Total Insured Values: \$397,996,211
Cancellation, other than the 10 days for nonpayment of premium, is at 60 days
Nonrenewal is at 60 days
Premium Includes TRIA Premium of \$2,500
Sole Agent Provision: For any Insurance Afforded by This Policy, City of Bloomington Shall Act on Behalf of all Insureds with Respect to the Giving and Receiving of Notice of Cancellation or Nonrenewal, The Payment of Premiums, The Receiving of Return Premiums, And the Acceptance of any Endorsement Issued to Form a Part of This Policy

Premium	\$238,798.00
ESTIMATED PROGRAM COST	\$238,798.00
TRIA/TRIPRA PREMIUM	INCLUDED

Option for \$100,000 Property Deductible	Premium \$223,798
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Coverage: Equipment Breakdown

Carrier: Travelers Property Casualty Co of America

Policy Period: 5/1/2020 to 5/1/2021

Revised property values to carrier on 3/30/2020

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Includes:

- Mechanical Equipment
- Electrical Equipment
- Boiler & Pressure Vessels
- Air Conditioning & Refrigeration Equipment
- Computer & Communication Systems

Travelers equipment breakdown insurance includes industry-leading equipment inspections, claim handling and risk control services giving your client a peace-of-mind equipment breakdown protection solution.

Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Business Income Coinsurance - Suspended	N/A	N/A

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Total Limit per Breakdown	Limit	\$150,000,000	
Property Damage (PD): (includes micro-circuitry electronics)		Included in Total Limit	Per Breakdown

Deductibles

COVERAGE	AMOUNT
Combined Deductible	\$10,000
Utility Interruption-Spoilage coverage applies only if the interruption lasts at least (waiting period)	4 Hours
Utility Interruption-Time Element coverage applies only if the interruption lasts at least (waiting period) (includes interruption of Cloud Services and Data Restoration)	4 Hours

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Coverage Extensions and Limitations:		
Business Income Coverage Extension (BI):		Included in Total Limit per Breakdown
Business Income "Period of Restoration" extension		365 Days
Extra Expense Coverage Extension (EE):		Included in Total Limit per Breakdown
Extra Expense "Period of Restoration" extension:		365 Days
Spoilage Damage Coverage Extension – including Utility Interruption-Spoilage (SD)	Limit	\$100,000,000
Utility Interruption-Time Element Coverage Extension (UI-TE)		Included in Total Limit per Breakdown

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Civil Authority Coverage Extension		100 Miles
Civil Authority Coverage Extension		3 Weeks
“Dependent Property” Coverage Extension	Limit	\$10,000,000
“Electronic Data” or “Media” Coverage Extension	Limit	\$5,000,000
Expediting Expense Coverage Extension		Included in Total Limit per Breakdown
“Fungus”, Wet Rot and Dry Rot Coverage Extension		
(1)Property Damage:	Limit	\$100,000
(2)Business Income or Extra Expense:		60 Days
Hazardous Substance Limitation	Limit	\$10,000,000
Newly Acquired Locations Coverage Extension:		Included in Total Limit per Breakdown
Number of Days of Coverage:		365 Days
Ordinance or Law (Including Demolition and Increased Cost of Construction) Coverage Extension	Limit	\$10,000,000
Refrigerant Contamination Limitation:		Included in Total Limit per Breakdown
Water Damage Limitation		Included in Total Limit per Breakdown
Brands and Labels		Included
Claim Data Expense	Limit	\$25,000
Diagnostic Equipment		Covered
Drying Out Coverage		Included in Total Limit per Breakdown
Electrical Surge or Disturbance		Included in Total Limit per Breakdown
Errors and Omissions		Included in Total Limit per Breakdown
Green Coverage Enhancements		Included
- Property Damage % factor		5%
- Property Damage Limit	Limit	\$1,000,000
- Business Income / Extra Expense # of days		30 days
Off Premises Equipment Coverage	Limit	\$5,000,000
Ordinary Payroll		Covered
Production Machines		Covered
Underground Pressure Vessel and Piping Coverage		Included in Total Limit per Breakdown
Unnamed Locations		Included in Total Limit per Breakdown

Valuations:

DESCRIPTION	LIMITATIONS
Repair/Replacement	Applies

Endorsements include, but are not limited to:

DESCRIPTION
Anniversary Rating 3 Year Policy (fixed rate during 3 year policy term subject to 30% loss ratio and statutory filings) - EB T4 18 (Florida BM T8)
Claim Data Expense Endorsement -EB T3 36
Covered Locations Special Schedule - EB T3 26
Deductible Waiver Endorsement for Joint Loss - EB T3 07
Drying Out Coverage Endorsement - EB T3 61
Electrical Surge or Disturbance Endorsement - EB T4 20 (Florida BM T8)
Errors and Omissions Endorsement - EB T3 10
Green Coverage Enhancements - EB T3 76
Knowledge of Loss Endorsement - EB T3 58
Off Premises Equipment Coverage Endorsement - EB T3 88
Underground Pressure Vessel and Piping Coverage Endorsement - EB T3 94
Unnamed Locations Endorsement - EB T3 34

Exclusions include, but are not limited to:

DESCRIPTION
Equipment Exclusion - EB T3 29: Equipment: All Covered Locations Underground waste, drainage or sewer piping Underground water piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Basis of Proposal: Building + Contents Value: \$354,587,881 Business Income Value: \$1,000,000
"Dependent Property" Locations: All Direct Supplying, Recipient, Manufacturing and Leader Locations
Number of Days for Notice of Cancellation: 90 Days, except 20 days for non-payment of premium, subject to state regulations
Terrorism Risk Insurance Act Disclosure - 1% of total Equipment Breakdown or Boiler and Machinery Coverage Part premium
Joint Loss Agreement - Included Jurisdictional Inspections - Included New Generation Valuation - Included Pairs or Sets Valuation - Included Unused Extended Warranty Reimbursement - Included

Premium	\$11,608.00
ESTIMATED PROGRAM COST	\$11,608.00
TRIA/TRIPRA PREMIUM	INCLUDED

Subject to Audit: Not Auditable

Coverage: Crime

Carrier: Hanover Insurance Company

Policy Period: 5/1/2019 to 5/1/2022 (Annual billed term 5/1/2020 to 5/1/2021)

3 year term, billed annually

Form Type:

COVERAGE	FORM TYPE
Crime	Discovery

Coverage:

DESCRIPTION	AMOUNT
Employee Theft - Per Loss	\$2,000,000
Forgery Or Alteration	\$2,000,000
Inside The Premises - Theft of Money And Securities	\$500,000
Outside The Premises	\$500,000
Computer Fraud	\$2,000,000
Funds Transfer Fraud	\$2,000,000

Deductibles

COVERAGE	AMOUNT
Employee Theft - Per Loss	\$10,000
Forgery Or Alteration	\$10,000
Inside The Premises - Theft of Money And Securities	\$10,000
Outside The Premises	\$10,000
Computer Fraud	\$10,000
Funds Transfer Fraud	\$10,000
Add Faithful Performance of Duty Coverage for Government Employees	\$10,000
Funds Transfer - False Pretenses Coverage	\$10,000

Additional Coverage:

DESCRIPTION	AMOUNT
Add Faithful Performance of Duty Coverage for Government Employees	\$1,000,000
Include Expenses Incurred to Establish Amount of Covered Loss	\$25,000
Funds Transfer - False Pretenses Coverage	\$100,000

Endorsements include, but are not limited to:

DESCRIPTION
Government Crime Policy - CR 00 26 05 06

Endorsements include, but are not limited to:**DESCRIPTION**

Include Specified Non-compensated Officers as Employees - CR 25 08 08 07
Include Treasurers or Tax Collectors as Employees - CR 25 12 08 07
Include Chairperson and Members of Specified Committees as Employees - CR 25 06 08 07
Include Volunteer Workers other than Fund Solicitors as Employees - CR 25 10 08 07
Add Faithful Performance of Duty Coverage for Government Employees - CR 25 19 05 06
Include Expenses Incurred to Establish Amount of Covered Loss - CR 25 40 08 07
Delete Employee Exclusions - 181-1515 03/17
Crime Advantage - 181-1640-G 03/17
Amend Computer Fraud Insuring Agreement - 181-1661 03/16
Funds Transfer - False Pretenses Coverage - 181-1663 03/16
State Endorsement - CR 02 02 10 10

Exclusions include, but are not limited to:**DESCRIPTION**

Third Party Employee Dishonesty
Government Action Exclusion
Accounting or Arithmetic Errors
Voluntary Parting of Property
Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records
Any theft or criminal act committed by a partner of the insured
Employee Dishonesty (does not apply to Employee Theft Coverage)

Premium	\$7,544.00
ESTIMATED PROGRAM COST	\$7,544.00

General Liability - Safety National Casualty Corporation

Coverage: General Liability and Employee Benefits Liability

Carrier: Safety National Casualty Corporation

Policy Period: 5/1/2020 to 5/1/2021

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable
Employee Benefits Liability	Claims Made	Full Prior Acts	Not Applicable

Coverage:

DESCRIPTION	AMOUNT
General Aggregate Limit - Other than Product/Completed Operations	\$4,000,000
Products/Completed Operations Aggregate Limit	\$4,000,000
Each Occurrence Limit - Combined Bodily Injury & Property Damage	\$2,000,000
Personal and Advertising Injury Limit - Any One Person or Organization	\$2,000,000
Damages to Premises Rented to You Limit - including Fire Damage Legal	\$500,000
Employee Benefits Liability Coverage	
- Aggregate Limit	\$4,000,000
- Each Employee Limit	\$2,000,000

Retentions:

COVERAGE	AMOUNT
CGL - Each Occurrence	\$125,000
Personal and Advertising Injury	\$125,000
Damages to Premises Rented to You	\$125,000
Employee Benefits Liability	\$125,000
Basket Aggregate Retention (Loss fund) – does not erode APD or WC	\$626,869

Claims Made Coverage - EBL:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is [100] % of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim – Employee Benefits Liability:**DESCRIPTION**

"Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

"Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell pro-grams; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits designated in the Schedule or added thereto by endorsement

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
In Writing	You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include: (1) What the act, error or omission was and when it occurred; and (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission. b. If a "claim" is made or "suit" is brought against any insured, you must: (1) Immediately record the specifics of the "claim" or "suit" and the date received; and (2) Notify us as soon as practicable. You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable. c. You and any other involved insured must: (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit"; (2) Authorize us to obtain records and other information; (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

Employee Benefits Liability Extended Reporting Period (ERP) Options*:

Not to exceed 100% of annual premium – notify carrier before policy expiration

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

- a. This endorsement is canceled or not renewed; or
- b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement. The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with

*If ERP coverage is desired, then that request must be in writing to the carrier.

Endorsements include, but are not limited to:

DESCRIPTION
Commercial General Liability Coverage Form - CG 00 01
Amended Definition of Bodily Injury - SNGL 004
Unintentional Failure to Disclose Hazards or Occurrences - SNGL 021
CO-Employee Exclusion Deleted - SNGL 012
Deletion of Premium Audit Condition - SNGL 053
Designated Additional Insured (Broad Form) - SNGL 022
Governmental Subdivisions Endorsement - CG 24 09
Employee Benefits Liability Coverage with Self-Insured Retention - SNGL 054
Basket Aggregate Retention - Manuscript
Self-Insured Retention Endorsement - SNGL 024
Sexual Abuse or Molestation Coverage - Manuscript
Limited Coverage for Designated Unmanned Aircraft - CG 24 50

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability	Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability	Employment Related Practices Exclusion
General Liability	Aircraft Products Exclusion
General Liability	Professional Liability Exclusion
General Liability	Real Property in Your Care, Custody, and Control Exclusion
General Liability	Absolute Asbestos Exclusion
General Liability	Absolute Lead Exclusion
General Liability	War and Nuclear Hazard
General Liability	Mold / Fungus
EBL	Dishonest, fraudulent, criminal or malicious act or omission
EBL	Bodily Injury or Property Damage or Personal Injury
EBL	Failure of performance of contract
EBL	Failure of any investment to perform as represented by you
EBL	Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits
EBL	Wrongful termination of an employee
EBL	Coercion, demotion, reassignment, discipline or harassment of an employee

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
EBL	Discrimination against an employee
General Liability	Total Pollution Exclusion With Hostile Fire Exception - CG 21 55
General Liability	Nuclear Energy Liability Exclusion - IL 00 21
General Liability	Fungi or Bacteria Exclusion - CG 21 67
General Liability	Silica Exclusion - CG 21 96
General Liability	Asbestos Exclusion - SNGL 044
General Liability	Lead Exclusion - SNGL 043
General Liability	Employment Related Practices Exclusion - CG 21 47
General Liability	Law Enforcement Exclusion - CG 22 51
General Liability	ERISA Exclusion - SNGL 002
General Liability	Failure to Supply Exclusion - CG 22 50
General Liability	Injury to Volunteer Firefighters Exclusion - CG 22 56
General Liability	Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion - CG 21 07
General Liability	Coverage C- Medical Payments Exclusion - CG 21 35

Binding Requirements:

DESCRIPTION
Subject to signed Acceptance or Rejection of Terrorism Insurance

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Premiums are fully earned when bound
Insuring Agreement - Pay on Behalf of excess the SIR
Defense Costs are within Retention and outside limit (limited)
Basket Aggregate Retention is for all coverages written by Safety National other than Workers' Compensation and Auto Physical Damage. It does not include coverage provided by other carriers. Excess Annual Aggregate Retention Protection Limit of \$1,000,000.

Premium	\$39,894.00
ESTIMATED PROGRAM COST	\$39,894.00
TRIA/TRIPRA PREMIUM	\$1,596.00

Subject to Audit: Not Auditable

Option for \$250,000 Retention
Loss Fund \$729,637 (does not erode APD or WC)
3 year term, billed annually
Premium with TRIA \$31,863 plus \$1,275

Automobile - Safety National Casualty Corporation

Coverage: Automobile Liability and Automobile Physical Damage

Carrier: Safety National Casualty Corporation

Policy Period: 5/1/2020 to 5/1/2021

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	COVERED AUTOS	BASIS
Auto Liability - Combined Single Limit – Bodily Injury & Property Damage Includes Hired and Non-Owned	Limit	\$2,000,000	1	Any One Accident
Uninsured/Underinsured Motorist (UM/UIM)		Rejected as Safety National provides UM/UIM excess SIR	Rejected	
Physical Damage - Comprehensive		ACV / Stated Value for Scheduled Emergency Vehicles	2	
Physical Damage - Collision		ACV / Stated Value for Scheduled Emergency Vehicles	2	

Retention

COVERAGE	AMOUNT
Auto Liability - Any One Accident	\$125,000
Comprehensive	\$50,000
Collision	\$50,000
Basket Aggregate Retention (Loss Fund) – does not erode APD and WC	\$626,869

Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED DESIGNATION SYMBOLS
1	Any Auto	Can only be used for Liability insurance. Its use provides coverage for any auto with which the insured has contact, including owned and non-owned, hired vehicles, and newly acquired vehicles. It includes coverage for non-owned auto, no-fault insurance, uninsured motorists, or physical damage insurance
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED DESIGNATION SYMBOLS
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Endorsements include, but are not limited to:**DESCRIPTION**

Commercial Automobile Coverage Form - CA 00 01
Self-Insured Retention Endorsement - SNCA 022
Public Entity Endorsement - SNCA 029
Broad Form Named Insured - SNCA 038
Unintentional Failure to Disclose Material Facts - SNCA 028
Unintentional Failure to Provide Notice of Accident or Loss - SNCA 030
Audio, Visual, & Data Electronic Equipment Coverage- Fire, Police, & Emergency Vehicles - CA 20 02
Amphibious Vehicles - CA 23 97
Public Transportation Autos - CA 24 02
Hired Autos Specified as Covered Autos you Own - CA 99 16
Waiver of Premium Audit Condition - Manuscript
Auto Physical Damage Deductibles Applies to Fire & Lightning - Manuscript

Exclusions include, but are not limited to:**DESCRIPTION**

Medical Payments
Expected or Intended Injury
Contractual
Workers' Compensation

Exclusions include, but are not limited to:

DESCRIPTION
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism
Exclusion of Federal Employees Using Autos in Government Business - CA 04 42
Emergency Services - Volunteer Firefighters' and Workers' Injuries Excluded - CA 20 30
Silica Exclusion - CA 23 94
Nuclear Energy Liability Exclusion - IL 00 21

Binding Requirements:

DESCRIPTION
Subject to If the insured's intent is to reject Uninsured Motorists/ Underinsured Motorists, Personal Injury Protection, and/or Medical Payment coverage in states that allow total rejection and the state mandatory forms are not signed, dated and returned prior to a loss, the insured's SIR will apply to the claim

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Premiums are fully earned when bound
Defense costs – limited – are outside limit and erode retention
Insuring Agreement – Pay on Behalf of
Basket Aggregate Retention is for all coverages written by Safety National other than Workers' Compensation and Auto Physical Damage. It does not include coverage provided by other carriers. Excess Annual Aggregate Retention Protection Limit of \$1,000,000

Auto Disclaimer:

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

Premium – Auto Liability and Auto Physical Damage**\$116,358.00****ESTIMATED PROGRAM COST****\$116,358.00****Subject to Audit: Not Auditable or reportable**

Option for \$250,000 Retention
Loss Fund \$729,637 (does not erode APD or WC)
Premium with TRIA \$103,694

Vehicles:

VEH#	YEAR	MAKE / MODEL	VIN
1	Fleet Basis	VEHICLES ON / FILE W/COMPANY	ALL VEHICLES ON FILE W/COMPANY

Coverage: Excess Liability

Carrier: Safety National Casualty Corporation

Policy Period: 5/1/2020 to 5/1/2021

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Excess Liability	Occurrence	Follow form underlying Package 8/1/1986 POL/EPLI including Sex Abuse	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
General Aggregate Limit	Limit	\$8,000,000
Each Occurrence Limit	Limit	\$8,000,000

Underlying Policies:

COVERAGE	LIMIT	AGGREGATE LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability	\$2,000,000	\$4,000,000 (Includes products/completed Ops)	Safety National Casualty Corporation	5/1/2020	5/1/2021
Employee Benefits Liability	\$2,000,000	\$4,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
Automobile Liability	\$2,000,000 CSL	NA	Safety National Casualty Corporation	5/1/2020	5/1/2021
Public Officials Liability/EPLI	\$2,000,000	\$2,000,000	Safety Specialty Insurance Company	5/1/2020	5/1/2021
Law Enforcement Liability	\$2,000,000	\$2,000,000	Safety Specialty Insurance Company	5/1/2020	5/1/2021
Employers Liability	\$2,000,000	\$2,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021

Endorsements include, but are not limited to:

DESCRIPTION
Commercial Excess Coverage Form - CX 00 01

Exclusions include, but are not limited to:

DESCRIPTION
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws Pollution (Hostile Fire Exception)

Exclusions include, but are not limited to:**DESCRIPTION**

Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall
Employment Related Practices Exclusion
Total Pollution Exclusion
Professional Liability Exclusion
Retained Limit
Terrorism - CX 21 33
Failure to Supply - XLM 001 / Manuscript

Binding Requirements:**DESCRIPTION**

Subject to signed Acceptance or Rejection of Terrorism Insurance
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Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Premiums are fully earned when bound

Premium	\$85,266.00
ESTIMATED PROGRAM COST	\$85,266.00
TRIA/TRIPRA PREMIUM	\$2,558.00

Subject to Audit: Not Auditable**Option for \$250,000 Retention**

Premium with TRIA \$69,654 plus TRIA \$2,090
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Law Enforcement Liability - Safety Specialty Insurance Company

Coverage: Law Enforcement Liability**Carrier:** Safety Specialty Insurance Company**Policy Period:** 5/1/2020 to 5/1/2021**Form Type:**

COVERAGE	FORM TYPE
Law Enforcement Liability	Occurrence

Defense Limitations:

DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Applies	Limited	Outside Policy Limits/Retention erodes Limit

Coverage:

DESCRIPTION	AMOUNT
Annual Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000

Retention

COVERAGE	AMOUNT
Each Occurrence (including LAE)	\$125,000
Basket Aggregate Retention (Loss Fund) – does not erode APD and WC	\$626,869

COVERAGES INCLUDE:

The **Named Insured's** authorized volunteers or auxiliary workers but only while performing law enforcement activities for the **Named Insured** within the course and scope of their duties for the **Named Insured** and only if the **Named Insured** provides Indemnification to such volunteers or auxiliary workers in the same manner as is provided to the **Named Insured's Employees**;

The **Named Insured's Employee(s)** while engaged in law enforcement activities in the course of moonlighting but only with the specific prior written authorization and approval of the **Named Insured**;

The **Named Insured's Employee(s)**, but only while performing law enforcement activities for the **Named Insured** within the course and scope of their employment by the **Named Insured**;

The public entity or subdivision of which the law enforcement agency is a part, including its elected or appointed officials but only for law enforcement activities for the **Named Insured** within the course and scope of their duties for the **Named Insured**;

The **Named Insured's** elected or appointed officials, but only for law enforcement activities for the **Named Insured** while acting within the course and scope of their duties for the **Named Insured**;

Boards, commissions or other governmental units and authorized members and officials thereof created by, operated by, and under the **Named Insured** within an apportionment of the total operating budget stated in the application for this insurance, but only for law enforcement activities while acting in the course and scope of their duties for the **Named Insured**.

Endorsements include, but are not limited to:**DESCRIPTION**

Law Enforcement Liability Coverage Form - LELPOF 0416

Coverage Retention Form - ILSIR 0716

Mandatory State Forms

Non-Stacking of Limits Endorsement – Form ILNONSTACK 0416

Basket Aggregate Retention – Manuscript

Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Premiums are fully earned when bound

Defense Costs – limited – Outside limit and erodes Retention

Insuring Agreement – Pay on Behalf of

Basket Aggregate Retention is for all coverages written by Safety National other than Workers' Compensation and Auto Physical Damage. It does not include coverage provided by other carriers. Excess Annual Aggregate Retention Protection Limit of \$1,000,000

Premium

\$44,950.00
SLT \$1,573
IL Stamp Fee \$34

ESTIMATED PROGRAM COST**\$46,557.00****Subject to Audit: Not Auditable****Option for \$250,000 Retention**

Loss Fund \$729,637 (does not erode APD or WC)

\$Premium \$37,278 / plus \$1,305 SLT; \$28 IL Stamp Fee –
 TOTAL \$38,611

Public Officials & Employment Practices Liability - Safety Specialty Insurance Company

Coverage: Public Officials & Employment Practices Liability**Carrier:** Safety Specialty Insurance Company**Policy Period:** 5/1/2020 to 5/1/2021**Form Type:**

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Public Officials & Employment Practices Liability	Claims Made	8/1/1986	None

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Annual Aggregate Limit	Limit	\$2,000,000
Each Wrongful Act	Limit	\$2,000,000

Retention

TYPE	COVERAGE	AMOUNT
Retention	Each Wrongful Act (including LAE)	\$125,000
Retention	Basket Aggregate Retention	\$626,869

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is [100] % of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:**DESCRIPTION**

The **Company** will pay on behalf of the **Insured** those **Damages** resulting from a **Wrongful Act** to which this insurance applies. The **Claim** must be first made and reported to the **Company** during the **Policy Period** or any Extended Reporting Period in compliance with **SECTION IV – GENERAL CONDITIONS**, Item 8. and **SECTION V – EXTENDED REPORTING PERIOD**.

A "claim" is made or a "suit" is brought against any Insured. Claim means a written notice from any party that it is their intention to hold the Insured responsible for "loss" resulting from a "Public Official" or Employment Practices Wrongful Act covered by the policy.

Claim means any of the following received by an **Insured** and alleging a **Wrongful Act**:

A. A written demand for **Damages** or a notice advising an **Insured** of an intent to sue for **Damages** or a right to sue for **Damages**;

B. Notice of an arbitration or alternative dispute proceeding seeking **Damages** to which the **Insured** must submit or does submit with the **Company's** consent; or

C. A civil proceeding alleging **Damages** commenced by the service of a summons, complaint or similar pleading

4. Claims Expenses means reasonable and necessary fees, costs and expenses charged by an attorney designated by the **Company**, or designated by the **Insured** with the prior written consent of the **Company**, in the investigation and defense of any **Claim** against the **Insured**, and all other fees, costs, and expenses resulting from the investigation, adjustment and defense of a **Claim**. **Claims Expenses** shall not include wages or salaries of employees of the **Company** or the

Definition of Claim:**DESCRIPTION****Insured.****Public Officials Liability:**

- **"Claim"** means a written notice from any party that it is their intention to hold the insured responsible for "loss" resulting from a "public officials wrongful act" covered by this policy.
- The "claim" because of "public officials wrongful act" is first made against the Insured during the "policy period," or if provided, in accordance with the Extended Reporting Period; and in accordance with paragraph d. below.
- A "public officials wrongful act" will be deemed to have been known to have commenced at the earliest time when any Insured:
 - Reports all, or any part, of the "public officials wrongful act" to us or to any other insurer;
 - Receives written or verbal demand or "claim" for "loss" because of a "public officials wrongful act"; or
 - Becomes aware by any other means that a "public official's wrongful act" has commenced.
- The entire "public officials wrongful act" will be deemed to have been committed on the date of the first act, error or omission;
- All "claims" arising out of a "public officials wrongful act" will be deemed to have been made at the time the first of such "claims" is made, regardless of the number of "claims" subsequently made.
- Insured's Duties in the Event of a "Loss," "Public Officials Wrongful Act," "Claim," or "Suit"
- You must see to it that your Claims Administrator is notified as soon as practicable of any "loss" or "public officials wrongful act(s)" which may result in a "claim" or "suit." Written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses must be reported to the Claims Administrator; and in turn, the Claims Administrator will forward same to us.
- If a "claim" is made or a "suit" is brought against any insured, the insured must immediately forward to the appointed Claims Administrator every demand, notice, summons, or other processes received by the insured or its representative; and in turn, the Claims Administrator will forward same to us.

Wrongful Act means any of the following committed by an **Insured** in the performance of the **Insured's** official duties for or on behalf of the **Named Insured**:

- A.** Any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty; or
- B.** Any **Wrongful Employment Practice**.

Wrongful Act includes a series of connected or interrelated acts, errors, omissions, misstatements, misleading statements, neglect, breaches of duty, or **Wrongful Employment Practices** committed by one or more **Insureds** in performance of the **Insured's** official duties, all of which shall be considered one **Wrongful Act**.

Wrongful Employment Practice means any of the following acts or practices:

- A.** Discrimination in hiring, promotion, advancement, opportunity, demotion, discipline or pay (including discrimination based on age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
- B.** Harassment, coercion or creation of an intimidating, hostile or offensive work environment;
- C.** Wrongful demotion, discipline, dismissal, reassignment, discharge or termination (whether actual or constructive);
- D.** Wrongful failure to employ;
- E.** Employment-related libel, slander, defamation, humiliation or invasion of privacy;
- F.** Failure to provide or enforce adequate or consistent policies or procedures relating to employment practices;
- G.** Employment-related violation of an individual's civil rights;
- H.** Employment-related negligent infliction of emotional distress; and
- I.** Retaliatory treatment due to the actual or attempted exercise of an **Employee's** rights under the law or an **Employee's** disclosure or threatened disclosure of activities by the **Insured** that may violate law or the **Employee's** cooperation in any investigation or proceeding into whether the **Insured's** activities may violate law.

DESCRIPTION**REPORTING CONDITION TYPE****Notice and Reporting**

7A. As a condition precedent to coverage under this policy, the **Named Insured** shall give written notice to the **Company** of any **Claim** made against any **Insured(s)** as soon as practicable, but in no event later than:

- (1)** 60 days after the end of the **Policy Period** if the policy is renewed; or
- (2)** During any applicable Extended Reporting Period, before the end of such Extended Reporting Period.

Such written notice must be delivered or mailed to the **Company** at the address listed in the Declarations of this policy. If delivered, the **Insured** must obtain acknowledgment of the delivery at the time of delivery. If mailed, the date of mailing shall constitute the date that such notice was given to the **Company** and proof of delivery shall be by certified mail, courier or facsimile. A **Claim** shall be considered to have been first made when written notice of such **Claim** is received by any **Insured** or by the **Company**, whichever comes first.

B. As a condition precedent to coverage under this policy, the **Named Insured** shall also give written notice of the following circumstances to the **Company**, with full particulars as to subject matter, dates and persons or entities

DESCRIPTION

involved:

(1) Any investigative, agency, administrative, disciplinary or criminal proceedings or any notice of EEOC charges that allege a **Wrongful Act** or which may give rise to a **Claim**; or

(2) Other situations and circumstances that do or may involve a **Wrongful Act** or which may reasonably be expected to give rise to **Claim**. Notice under these provisions shall likewise be given as soon as practicable but in no event later than:

(1) 60 days after the end of the **Policy Period** if the policy is renewed; or

(2) During any applicable Extended Reporting Period, before the end of the Extended Reporting Period. Written notice shall be made as set forth in section 7.A. above.

Extended Reporting Period (ERP) Options*:

DESCRIPTION

*If ERP coverage is desired, then that request must be in writing to the carrier.

SECTION V – EXTENDED REPORTING PERIODS

1. The **Company** will provide an Extended Reporting Period to the first **Named Insured**, only as described herein.

2. An Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided under this policy.

3. An Extended Reporting Period does not reinstate or increase the Limit of Liability.

4. A Basic Extended Reporting Period of sixty (60) days from the effective date of expiration or cancellation or nonrenewal of this policy is automatically provided without an additional charge. The Basic Extended Reporting Period applies to **Claims for Damages** that are first made against an **Insured** during the **Policy Period** and reported to the **Company**, in accordance with **SECTION IV - GENERAL CONDITIONS – Item 8**. No later than the end of the Basic Extended Reporting Period.

The Basic Extended Reporting Period does not apply to **Claims** covered under any other insurance purchased subsequent to, or, to replace this policy.

5. If this policy is canceled by the **Company** or not renewed by the **Company** for any reason other than nonpayment of premium or any other amount owed to the **Company**, an Optional Extended Reporting Period may be offered to the first **Named Insured**, subject to the payment of additional premium and shall take effect on the effective date of cancellation or nonrenewal of this policy. The Optional Extended Reporting Period will remain in effect for a period of one (1) to three (3) years, depending on which Optional Extended Reporting Period the **Insured** purchases. An offer by the **Company** to renew this policy based on terms, conditions, Limits of Liability and/or premiums that are different from those of the expiring policy shall not constitute non-renewal. The Optional Extended Reporting Period applies to a **Claim for Damages** reported to the **Company** no later than the end of the Optional Extended Reporting Period in accordance with Section IV – GENERAL CONDITIONS **Item 8.A**.

The additional premium for the Optional Extended Reporting Period will depend on which option the first **Named Insured** chooses, as shown below, but will be no more than 150% of the annual premium for the last policy period.

Option 1 1 year 75% of the annual premium for this policy. Option
2 2 years 125% of the annual premium for this policy. Option 3 3
years 150% of the annual premium for this policy.

The **Company** must receive a written request from the first **Named Insured**, together with payment of additional premium due, within sixty (60) days after the effective date of cancellation or nonrenewal of this policy if the first **Named Insured** wishes to purchase one of the Optional Extended Reporting Periods. The first **Named Insured** must state in the request which Optional Extended Reporting Period it wishes to purchase. The Optional Extended Reporting Period will not go into effect unless the **Insured** pays and the **Company** acknowledges receipt of the additional premium when due. Once in effect, the Optional Extended Reporting Period may not be canceled and the premium for the Optional Extended Reporting Period is fully earned.

6. There is no coverage for **Claims** reported during any Extended Reporting Period if the **Claim** is covered under any other insurance, including insurance purchased subsequent to this **Policy Period** or to replace this policy.

Endorsements include, but are not limited to:**DESCRIPTION**

Public Officials & Employment Practices Liability Proposal Coverage Form - POEPCM 0416

Mandatory State Forms

Non-Stacking of Limits Endorsement – Form ILNONSTACK 0416

Basket Aggregate Retention – Manuscript

Coverage Retention Form - (ILSIR 0716)

Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Premiums are fully earned when bound

Insuring Agreement: Pay on Behalf of

Defense costs: Limited – outside limit and erodes retention

Basket Aggregate Retention is for all coverages written by Safety National other than Workers' Compensation and Auto Physical Damage. It does not include coverage provided by other carriers. Excess Annual Aggregate Retention Protection Limit of \$1,000,000

Premium**\$43,832.00****SLT \$1,534****IL Stamp Fee \$33****ESTIMATED PROGRAM COST****\$45,399.00****Subject to Audit: Not Auditable****Option for \$250,000 Retention**

Loss Fund \$729,637 (does not erode APD or WC)

\$Premium \$35,587 / plus \$1,246 SLT; \$27 IL Stamp Fee –

TOTAL \$36,860

Coverage: Package - Brit Package

Carrier: Lloyd's Syndicate 2987

Policy Period: 5/1/2020 to 5/1/2021

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE
Property/Auto Physical Damage	Occurrence	Not Applicable
General Liability	Occurrence	Not Applicable
Employee Benefits Liability	Claims Made	8/1/1986
Public Officials Miscellaneous Liability - Errors & Omissions	Claims Made	8/1/1986
Public Officials Miscellaneous Liability - Employment Practice Liability	Claims Made	8/1/1986
Public Officials Miscellaneous Liability - Sexual Harassment Liability	Claims Made	8/1/1986
Public Officials Miscellaneous Liability- Sexual Abuse Liability	Claims Made	5/1/2010
Excess Workers' Compensation and Employers' Liability	Occurrence	Not Applicable
Law Enforcement Liability	Occurrence	Not Applicable
Terrorism – Property Terrorism - Liability	Claims Made and Reported	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Loss Fund:		0	
Loss Fund	Limit	\$680,000	
Excess Loss Fund Protection Limit	Limit	\$1,000,000	Annual Aggregate
Schedule of Specific Excess Limits of Insurance - Specific Excess Limit of Insurance for Each Claim or Occurrence, In Respect to that Coverage Section, shall apply:			
Coverage Section I Property:			
Excess Limit of Insurance for Each Occurrence - All Coverages under Section I combined	Limit	\$875,000	
Subject to the Following Sub limits/Annual Aggregates:			
Automobile Physical Damage Only	Sublimit	\$950,000	
Flood and Surface Water	Sublimit	\$875,000	
-Annual Aggregate	Limit	\$875,000	
Earthquake	Sublimit	\$875,000	
-Annual Aggregate	Limit	\$875,000	
Named Windstorm	Sublimit	\$875,000	

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Data Processing Extra Expense	Sublimit	\$875,000	
Data Processing Systems	Sublimit	\$875,000	
Data Processing Media	Sublimit	\$875,000	
Valuable Papers	Sublimit	\$875,000	
Fine Arts	Sublimit	\$250,000	Ground up
Accounts Receivable	Sublimit	\$250,000	
Extra Expense	Sublimit	\$875,000	
Mobile Equipment	Sublimit	\$875,000	
Transit	Sublimit	\$500,000	Ground up
Business Income Other than Rental Value	Sublimit	\$875,000	
Newly Acquired Property Reporting Limit as provided in Section I Conditions, Automatic Acquisition Clause	Sublimit	\$1,000,000	
Coverage Section II General Liability:			
Specific Excess Limit of Insurance for Each Occurrence: All coverages under Section II combined	Sublimit	\$10,000,000	
-Annual Aggregate Subject to the following Sub limits /Annual Aggregates which are part of, and not in addition to, the Specific Excess Limit of Insurance and Annual Aggregate Limit above:	Limit	\$10,000,000	
Sexual Harassment Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Sexual Abuse Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Damage to Premises Rented to the Assured	Sublimit	\$1,000,000	Ground up any One Occurrence
Coverage Section III Automobile Liability:			
Specific Excess Limit of Insurance for Each Occurrence: All Coverages under Section III combined Subject to the Following Sub limits/Annual Aggregates Which are Part of, And not in Addition to, The Specific Excess Limit of Insurance and Annual Aggregate Limit Above:	Sublimit	\$10,000,000	
Uninsured Motorists/Underinsured Motorists	Sublimit	\$40,000	Ground up
Garage keeper's Legal Liability	Sublimit	\$500,000	Ground up any One Occurrence
Coverage Section IV Public Officials Miscellaneous Liability:			
Specific Excess Limit of Insurance for Each Claim: All coverages under Section IV combined	Sublimit	\$10,000,000	
-Annual Aggregate Subject to the Following Sub limits/Annual Aggregates Which are Part of, And	Limit	\$10,000,000	

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
not in Addition to, The Specific Excess Limit of Insurance and Annual Aggregate Limit Above:			
Errors & Omissions	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Employment Practice Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Sexual Harassment Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Sexual Abuse Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Coverage Section V Excess Workers' Compensation and Employers' Liability for a Qualified Self-Insurer: Specific Excess Limit of Insurance for Each Occurrence:			
-Coverage A Excess Workers' Compensation	Sublimit	\$50,000	
-Coverage B Excess Employers' Liability	Sublimit	\$50,000	
Coverage Section VI Employee Benefits Liability: Specific Excess Limit of Insurance for Each Claim:			
-All Coverages under Section VI Combined	Sublimit	\$10,000,000	
--Annual Aggregate	Limit	\$10,000,000	
Coverage Section VIII Law Enforcement Liability: Specific Excess Limit of Insurance for Each Occurrence:			
-All coverage under Section VIII Combined	Sublimit	\$10,000,000	
--Annual Aggregate	Limit	\$10,000,000	
Subject to the Following Sub limits/Annual Aggregates Which are Part of, And not in Addition to, The Specific Excess Limit of Insurance and Aggregate Limit Above:			
Sexual Harassment Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Sexual Abuse Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Coverage Section IX Terrorism: Specific Excess Limit of Insurance for Each Occurrence:			
-Property Terrorism	Sublimit	\$1,000,000	
--Annual Aggregate	Limit	\$1,000,000	
-Liability Terrorism	Sublimit	\$11,000,000	
--Annual Aggregate	Limit	\$11,000,000	

Self-Insured Retention

COVERAGE	AMOUNT
This Policy has the Following Underlying Self Insured Retentions, Which Apply to a Covered Loss for Each Occurrence or Claim:	-
Property Unless Listed Below	\$125,000
Automobile Physical Damage	\$50,000
Flood and Surface Water	\$125,000
Earthquake	\$125,000
Named Windstorm	\$125,000
Maintenance Deductible:	-
-Property Unless Listed Below	\$1,000
-Automobile Physical Damage	\$1,000
-Flood and Surface Water	\$1,000
-Earthquake	\$1,000
-Named Windstorm	\$1,000
General Liability:	\$125,000
-Sexual Harassment Liability	\$125,000
-Sexual Abuse Liability	\$125,000
Automobile Liability	\$125,000
Public Officials Miscellaneous Liability	\$125,000
Unless Listed Below:	-
-Errors & Omissions	\$125,000
-Employment Practice Liability	\$125,000
-Sexual Harassment Liability	\$125,000
-Sexual Abuse Liability	\$125,000
Excess Workers' Compensation & Employers Liability For A Qualified Self Insurer: *Self-Insured Retention for Police and Fire Employees is \$550,000	-
-Coverage A Excess Workers' Compensation	\$450,000*
-Coverage B Excess Employers' Liability	\$450,000*
Employee Benefits Liability	\$125,000
Law Enforcement Liability:	\$125,000
-Sexual Harassment Liability	\$125,000
-Sexual Abuse Liability	\$125,000
Terrorism:	\$25,000
-Property Terrorism	\$25,000
-Liability Terrorism	\$50,000
*Self-Insured Retention for Police and Fire Employees	\$550,000

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is TBD% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:**DESCRIPTION**

Refer to attached policy form

Incident or Claim Reporting Provision:**REPORTING CONDITION TYPE****DESCRIPTION**

Refer to attached policy form

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Coverage Section I Amendatory – Police Dogs	Limit	\$10,000 / Per Dog
Endorsement No. 13 Flood Zones A Coverage is	Limit	\$500,000 limit excess a \$500,000 combined real and personal property deductible with respects to Buildings and Contents

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost Value	Emergency Vehicles as Scheduled

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	All Risks of Direct Physical Loss to Property, Automobile Physical Damage, General Liability, Automobile Liability, Public Officials Miscellaneous Liability, Excess Workers' Compensation and Employers Liability, Employee Benefits Liability, Law Enforcement Liability, Terrorism

Definition of Claim:**DESCRIPTION****Public Officials Liability:**

1. Claim Means all Notices or Suits Demanding Payment of Money Based on, Or Arising out of the Same Wrongful Act, Sexual Harassment or Sexual Abuse or a Series of Related Wrongful Acts, Sexual Harassments or Sexual Abuses by One or More Assureds. However, As Respects to Employment Practice Violation, Claim Means: All Notices or Suits Demanding Payment of Money, Or Charges Filed with the Equal Employment Opportunity Commission or Comparable Federal, State or Local Administrative Agency Based on, Or Arising out of the Same Wrongful Act or a Series of Related Wrongful Acts by One or More Assureds.

2. Defense Costs Means the Expenses Incurred for the Investigation and Defense of a Claim or Suit Arising out of the Same Employment Practice Violation, Wrongful Act, Sexual Harassment or Sexual Abuse or a Series of Related Employment Practice Violations, Wrongful Acts, Sexual Harassments or Sexual Abuses by One or More Assureds. However, The Salaries, Expense and Administrative Cost of the Assured or the Assured's Third Party Claim Administrator is not Included Within the Meaning of Defense Costs.

3. Discovery of any Actual, Attempted or Pending Alleged Sexual Abuse Shall Exist when any of the Named Assured's Officials, Trustees, Directors, Officers, Partners or any Person that the Named Assured Has Made Responsible in an Official Capacity to Prevent Sexual Abuse Has Taken Receipt, Learned, Or in the Exercise of Reasonable Care Should Have Known:

(a) of any Lawsuit Alleging Sexual Abuse; Or

(B) of any Demand for Money or Services Based upon Alleged Sexual Abuse; Or

(C) of any Criminal Investigation or Prosecution Alleging Sexual Abuse; Or

(D) of any Allegation by an Alleged Victim or by a Parent or Guardian of the Alleged Victim of Sexual Abuse, Whether the Allegation is or is not Accompanied by a Demand for Money or Services; Or

(E) of any Report from any Other Person Alleging Sexual Abuse, And a Person or Group Designated by the Named Assured to Investigate the Allegation Has Investigated and as a Result of the Investigation Has Recommended that any Action of any Kind be Taken by or on Behalf of the Named Assured with Respect Either to the Alleged Assured or the Alleged Victim; Or

(F) that the Alleged Assured Has Admitted to Acts of Sexual Abuse.

Definition of Claim: (Employee Benefits Liability):**1. Administration Means:**

(A) Giving Counsel to Employees with Respect to Employee Benefit Programs;

(B) Interpreting Employee Benefit Programs;

(C) Handling of Records in Connection with Employee Benefit Programs; And

(D) Effecting Enrollment, Termination, Or Cancellation of Employees Under Employee Benefit Programs; Provided all Such Acts are Authorized by the Named Assured.

2. Claim Means all Notices or Suits Demanding Payment of Money Based on, Or Arising out of the Same Negligent Act, Error or Omission or a Series of Related Negligent Acts, Errors or Omissions by One or More Assureds.

3. Negligent Act, Error or Omission Means the Failure to Execute Required Actions, Or Mistaken Actions Committed in the Administration of the Assured's Employee Benefit Programs.

All Claims Based on or Arising out of the Same Negligent Act, Error or Omission or a Series of Related Negligent Acts, Errors or Omissions by One or More Assureds Shall be Deemed One Negligent Act, Error or Omission. Only One Policy, One Self Insured Retention, And One Specific Excess Limit of Insurance is Applicable to any One Negligent Act, Error or Omission.

Definition of Claim:**DESCRIPTION**

Incident or Claim Reporting Provision: (Employee Benefits Liability): the Underwriters Agree, Subject to the Policy Limitations, Exclusions, Terms and Conditions to Indemnify the Assured for all Sums for Which the Assured is Legally Liable by Reason of a Negligent Act, Error or Omission.

This Coverage Applies Only if a Claim for Damages, Because of a Negligent Act, Error or Omission, Is "First Made" Against the Assured During the Period of Insurance. The Negligent Act, Error or Omission Must Have First Occurred on or After Retroactive Date Shown in Part I a. Schedule of Specific Excess Limits of Insurance, But in no Event any Later than the Last Day of the Period of Insurance. The Claim Must be Reported to Underwriters During the Period of Insurance, Or During the Extended Reporting Period Applicable to This Coverage, If any. All Claims Based on or Arising out of One Negligent Act, Error or Omission Shall be Considered "First Made" when the First of Such Claims is Made to the Assured. A Claim Shall not be Prejudiced if the Assured, Through Clerical Oversight or Clerical Mistake, Fails to Notify the Underwriters Within the Time Provided for Under This Section.

Claims-Made Definition - Public Officials Liability:

Coverage applies only if a claim for damages because of a Wrongful Act or an Employment Practice Violation is "First Made" against the assured during the period of insurance.

Extended Reporting Period (ERP) Options* - Public Officials Liability:**SUPPLEMENTAL EXTENDED REPORTING PERIOD:**

The Underwriters will provide an Extended Reporting Period, as described below, if: This policy or this Coverage Section of this policy is canceled or non-renewed; or

2. The Underwriters renew or replace this policy, or this Coverage Section of this policy, with insurance that does not apply to a **WRONGFUL ACT, EMPLOYMENT PRACTICE VIOLATION, SEXUAL HARASSMENT** or **SEXUAL ABUSE** on a Claims Made basis.

A Supplemental Extended Reporting Period of one year duration is available but only by endorsement to this policy and for an additional premium not to exceed 100% of the annual premium for this Coverage Section.

This supplemental period starts when the Basic Extended Reporting Period ends.

The **ASSURED** must give the Underwriters a written request for the endorsement within thirty (30) days after the end of the **PERIOD OF INSURANCE**. The Supplemental Extended Reporting Period will not go into effect unless the **ASSURED** pays the additional premium within thirty (30) days. This endorsement will set forth the terms consistent with the Coverage Section.

The Underwriters shall determine the additional premium in accordance with its applicable rules, rates and underwriting practices. Coverage for **CLAIMS** received during such Supplemental Extended Reporting

Period is excess over any other valid and collectible insurance available under any other policies. Extended Reporting Periods do not reinstate or increase the applicable **SELF INSURED RETENTION**, the Loss Fund, the applicable **EXCESS LIMIT OF INSURANCE**, or the **EXCESS LOSS FUND PROTECTION**. Extended Reporting Periods do not extend the **PERIOD OF INSURANCE** or change the scope of coverage provided within this Coverage Section. They apply to **CLAIMS** arising out of a **WRONGFUL ACT, EMPLOYMENT PRACTICE VIOLATION, SEXUAL HARASSMENT** or **SEXUAL ABUSE** that take place before the end of the **PERIOD OF INSURANCE** that this policy and this Coverage Section are in force. Once in effect, Extended Reporting Periods may not be canceled.

*If ERP coverage is desired, then that request must be in writing to the carrier.

Definition of Claim: (Employee Benefits Liability):**1. ADMINISTRATION** means:

(a) Giving counsel to employees with respect to **EMPLOYEE BENEFIT PROGRAMS**; (b)

Interpreting **EMPLOYEE BENEFIT PROGRAMS**;

(c) Handling of records in connection with **EMPLOYEE BENEFIT PROGRAMS**; and

(d) Effecting enrollment, termination, or cancellation of employees under **EMPLOYEE BENEFIT**

PROGRAMS;

Provided all such acts are authorized by the **NAMED ASSURED**.

2. CLAIM means all notices or **SUITS** demanding payment of money based on, or arising out of the same **NEGLIGENT ACT, ERROR OR OMISSION** or a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **ASSURED**s.

3. NEGLIGENT ACT, ERROR OR OMISSION means the failure to execute required actions, or mistaken actions committed in the **ADMINISTRATION** of the **ASSURED'S EMPLOYEE BENEFIT PROGRAMS**.

All **CLAIMS** based on or arising out of the same **NEGLIGENT ACT, ERROR OR OMISSION** or a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **ASSURED**s shall be deemed one **NEGLIGENT ACT, ERROR OR OMISSION**. Only one policy, one **SELF INSURED RETENTION**, and one **SPECIFIC EXCESS LIMIT OF INSURANCE** is applicable to any one **NEGLIGENT ACT, ERROR OR OMISSION**.

Incident or Claim Reporting Provision: (Employee Benefits Liability)

The Underwriters agree, subject to the policy limitations, exclusions, terms and conditions to indemnify the **ASSURED** for all sums for which the **ASSURED** is legally liable by reason of a **NEGLIGENT ACT, ERROR OR OMISSION**.

This coverage applies only if a **CLAIM** for damages, because of a **NEGLIGENT ACT, ERROR OR OMISSION**, is "first made" against the **ASSURED** during the **PERIOD OF INSURANCE**. The **NEGLIGENT ACT, ERROR OR OMISSION** must have first occurred on or after Retroactive Date shown in **PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF INSURANCE**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to Underwriters during the **PERIOD OF INSURANCE**, or during the **EXTENDED REPORTING PERIOD** applicable to this coverage, if any. All **CLAIMS** based on or arising out of one **NEGLIGENT ACT, ERROR OR OMISSION** shall be considered "first made" when the first of such **CLAIMS** is made to the **ASSURED**. A **CLAIM** shall not be prejudiced if the **ASSURED**, through clerical oversight or clerical mistake, fails to notify the Underwriters within the time provided for under this Section.

Coverages for General Liability include:

Named Insured Definition- Assured includes any past, present, or future officials, members of boards or commissions, trustees, directors, officers, partners, volunteers, or employees of the named insured while acting within the scope of their duties as such. Assured also means any person, organization, trustee, or estate to which the named assured is obligated by written contract or written mutual aid agreement to provide insurance such as is offered by this policy.

Failure to Supply for Supply of Water only. Limit **\$5,125,000** from ground-up, inclusive of Insured's SIR. (Limit is part or GL Limit and not in addition to)

Chlorine treatment for purifying or treatment of drinking water and maintenance of swimming pools.

Dams (BI/PD) Pesticide/Herbicide

Applications Property in the Care, Custody,

Control Pollution from Hostile Fire

Blanket Contractual Liability

Advertising Liability

Incidental Medical Malpractice

Employees and Volunteers as Insureds

Employees and Volunteers as Insureds

Fire Legal Liability

Products/Completed Operations

Premises/Operations

Personal Injury

Volunteer Workers

Watercraft Liability – under 26 ft. unless otherwise noted (Pontoon boat (32 ft) will be covered by Endorsement) Host and Liquor Liability

General Liability

Includes coverage for the U.S. Cellular Coliseum and Performing Arts Theater

- Single retention in the event of a multiple line loss
- Cancellation - 90 days, except 10 days for nonpayment of premium

Automobile Definition:

- Automobile means any motor vehicle intended or designed for highway use, trailer, or semi-trailer, including its equipment and any other equipment permanently attached thereto, but Automobile does not include Mobile Equipment. However, self-propelled vehicles with the following types of permanently attached equipment are considered Automobiles.

-Equipment Designed Primarily for:

- ☐ Snow removal;
- ☐ Road Maintenance, but not construction or resurfacing; or
- ☐ Street cleaning.

Auto Disclaimer:

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

Endorsements include, but are not limited to:**DESCRIPTION**

Form: Public Entity Package Wording 2016
Coverage Section I Amendatory - Police Dogs \$10,000 per dog
Replacement Cost Value - Emergency Vehicles as Scheduled
Coverage Section II General Liability - Failure to Supply
TRIA All Other Sections - Accepted/Rejected (TBD)
TRIA Coverage Section V - Accepted/Rejected (TBD)
Coverage Section I and V Losses Within the SIR Do Not Erode the Loss Fund
Coverage Section I Off Premises Utility Interruption Endorsement
Coverage Section II and VIII Sexual Harassment and Abuse Noise Endorsement
Jones Act and USL & H Exclusion Deleted
Watercraft Liability Endorsement
Additional Assured Endorsement - Rain for Rent
Procedures for Third Party Claims Administrators
Flood and Surface Water Retention - Zone A
General Policy Conditions Notification of Claims, Occurrences or Suits

Exclusions include, but are not limited to:**DESCRIPTION**

Mold Will be Excluded with Exception to the Coverage Provided Under the Property and WC Sections
Flood Zones V Coverage is Excluded
Failure to Supply Exclusion is to Apply
General Liability – exclude Medical Payments

Exclusions include, but are not limited to:**DESCRIPTION**

Auto Liability – Exclude Med Pay

Binding Requirements:**DESCRIPTION**

Subject to:

-Selection or Rejection of TRIA Form.

-Signed Uninsured/Underinsured Motorist Coverage Forms must be received by Underwriters prior to inception.

Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Defense Costs – limited – within limit and erodes SIR

Insuring Agreement - Indemnity

Territory Limits: Worldwide as more fully defined in the attached Wording and applicable Forms and Endorsements.

Law: State of Illinois.

Jurisdiction: United States of America.

Limits of Liability: Underwriters' Limits of Liability shall not exceed the limits as indicated for each coverage in the Wording and applicable Endorsements and shall apply only to those coverages for which a limit is shown. Underwriters' Limits of Liability are excess over a self-insured retention loss fund (if applicable) as specified in the Policy and applicable Endorsements.

Service of Suit: Illinois Corporation Service Company. 801 Adlai Stevenson Drive, Springfield, IL 62703.

RCV for Emergency Vehicles only.

Cancellation – At binding, the Assured commits to a Minimum Earned Premium of 50% of the gross premium. There are no flat cancellations allowed.

All producers and brokers placing business for an entity that is self-insuring for limits that meet or exceed a state's financial responsibility requirements shall not issue Automobile ID cards showing any policy information from this policy. That entity should contact their Department of Motor Vehicles for guidance on handling the proof of insurance requirements.

Additional Options

- Option to remove Coverage Section V Workers Compensation will result in a return premium of \$28,348.

- Option to remove Coverage Section I Property will result in a return premium of \$35,198.

- Option to remove Coverage Section I Automobile Physical Damage will result in a return premium of \$39,137.

- Option to move to \$5,000,000 limit on Casualty lines will result in a return premium of \$40,000

-Option for \$250K SIR would result in a return premium of \$55,000 and an additional Loss Fund \$115,000

Premium

TOTAL Package Premium (with APD SIR AT \$50,000 and Property SIR at \$125,000)	\$449,537
Minimum Earned Premium -	50.00 %
SLT Taxes (3.5% of total premium \$449,537)	\$15,734
IL Stamp Fee (.075% of total premium \$449,537)	\$337
Illinois FMT (Property .5% of premium \$35,198)	\$176
Illinois FMT (Auto Physical Damage .05% of premium \$39,137)	\$20
TRIA/TRIPRA/Terrorism PREMIUM (TRIA excluded on EL)	INCLUDED
TOTAL PREMIUM/TAXES	<u>\$465,804</u>

Minimum Earned Premium – 50%

Includes TRIA and Terrorism all Lines

Options:

Lloyd's Syndicate 2987	Brit Package Property, APD, WC Buffer, General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability Including EPLI, Law Enforcement Liability, Terrorism	Quoted Option 2 -Excludes WC Buffer. Liability SIR is \$125,000 Increase in Property SIR from \$25K to \$125K due to large fire loss that occurred in 2019 Loss Fund \$680,000 (WC and Terrorism do not erode LF) Annual Aggregate Retention \$1,000,000	\$421,189 Plus \$14,742 SLT \$316 IL Stamp Fee \$176 IL FMT Property \$20 IL FMT APD TOTAL \$436,443
Lloyd's Syndicate 2987	Brit Package Property, APD, WC Buffer, General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability Including EPLI, Law Enforcement Liability, Terrorism, WC Buffer	Quoted Option 3 – Includes WC Buffer. Liability SIR is \$250,000 Increase in Property SIR from \$25K to \$125K due to large fire loss that occurred in 2019 Loss Fund \$795,000 (WC and Terrorism do not erode LF) Annual Aggregate Retention \$1,000,000	\$394,537 Plus \$13,809 SLT \$296 IL Stamp Fee \$176 IL FMT Property \$20 IL FMT APD TOTAL \$408,838
Lloyd's Syndicate 2987	Brit Package Property, APD, WC Buffer, General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability Including EPLI, Law Enforcement Liability, Terrorism	Quoted Option 4– includes WC Buffer. Liability SIR is \$250,000 Increase in Property SIR from \$25K to \$125K due to large fire loss that occurred in 2019 Loss Fund \$795,000 (WC and Terrorism do not erode LF) Annual Aggregate Retention \$1,000,000	\$366,189 Plus \$12,817 SLT \$275 IL Stamp Fee \$176 IL FMT Property \$20 IL FMT APD TOTAL \$379,477

Lloyd's Syndicate 2987	Brit Package Property, APD, WC Buffer, General Liability, Auto Liability, Employee Benefits Liability, Public Officials Liability Including EPLI, Law Enforcement Liability, Terrorism	Other BRIT options Option to remove Coverage Section I Property will result in a return premium of \$35,198 Option to remove Coverage Section I Automobile Physical Damage will result in a return premium of \$39,137. Option to move to \$5,000,000 limit on Casualty lines will result in a return premium of \$40,000. Option to increase WC Buffer layer to \$100K Limit \$48,000 Plus Taxes	\$414,339 w/o property \$410,400 w/o APD \$409,537 w \$5M liability limit Plus Taxes
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Excess Liability – Arch Insurance Company - \$5M Limit Excess Safety National \$10M

Coverage: Excess Liability \$5M Excess \$10M – Excess Safety National \$10M

Carrier: Arch Insurance Company

Policy Period: 5/1/2020 to 5/1/2021

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Excess Liability	Occurrence	Not Applicable	Not Applicable

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Excess Liability	Applies	Limited	In Addition to limits

Coverage:

DESCRIPTION	AMOUNT
Per Occurrence	\$5,000,000
Aggregate (Where Applicable)	\$5,000,000
Excess of Total Underlying Limits:	
- Each Occurrence	\$10,000,000
- Aggregate Where Applicable	\$12,000,000

Underlying Policies – purchase with Safety National Program:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Lead Umbrella/Excess	Each Occurrence	\$8,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
Lead Umbrella/Excess	Aggregate Where Applicable	\$8,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021

Underlying Policies – purchase with BRIT Program:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Lead Umbrella/Excess	Each Occurrence	\$6,000,000	Acceptance Indemnity Insurance	5/1/2020	5/1/2021
General Liability	General Aggregate	\$6,000,000	Acceptance Indemnity Insurance	5/1/2020	5/1/2021

Endorsements include, but are not limited to:**DESCRIPTION**

Excess Third Party Liability Policy Declarations (Aic) -05 EXT0074 00 08 04
Excess Third Party Liability Policy Schedule a Schedule of Underlying Insurance (Excess) -05 EXT0022 00 08 04
Excess Third Party Liability Policy Schedule of Endorsements (Aic) -05 EXT0021 00 08 04
U.S. Treasury Department's Office of Foreign Assets Control (Ofac) -00 ML0065 00 06 07
Signature Page (Arch Insurance) -05 ML0002 00 12 14
Indiana Pollution Exclusion Amendatory Endorsement -00 EXT0269 15 06 14
Anti-Stacking Endorsement -00 EXT0027 00 09 11
Excess/Umbrella Policy Underlying Insurance Notice -00 ML0243 00 07 13
Illinois Amendatory Endorsement -00 EXT0166 14 11 11
Amendment of Limits of Insurance (Public Entity) -00 EXT0254 00 06 16
Excess Third Party Liability Policy - 00 EXT0020 00 09 11

Exclusions include, but are not limited to:**DESCRIPTION**

Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall
Employment Related Practices Exclusion
Total Pollution Exclusion
Professional Liability Exclusion
Retained Limit
Exclusion Access or Disclosure of Confidential Information and Data-Related Liability -00 EXT0266 00 05 14
Silica Exclusion -00 EXT0128 00 09 11
Lead Hazard Exclusion -00 EXT0014 00 09 11
Fungi and Bacteria Hazard Exclusion Illinois -00 EXT0151141111

Binding Requirements:**DESCRIPTION**

Subject to:
Signed and Completed TRIA Acceptance/Rejection Prior to Binding
Signed and Completed Applications
All UL binders are required for us to release our Binder Prior to Binding

Binding Requirements:**DESCRIPTION**

Concurrent Policy Term with the CGL Policy (if Applicable) Prior to Binding

Complete copy of the primary General Liability policy within 60 days of binding Resolved Within 45 Days from the Effective Date of the Policy

Complete Copy of the Controlling Underlying Policy and all Other Underlying Excess Policies Within 60 Days of Binding Resolved Within 45 Days from the Effective Date of the Policy

Premium (Flat)	\$39,671.00
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ESTIMATED PROGRAM COST	\$39,671.00
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TRIA/TRIPRA PREMIUM	\$1,191.00
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Subject to Audit: Not Auditable

\$5,000,000 Limit Excess BRIT \$10,000,000 Limit

\$40,862

Includes TRIA of \$1,191

Excess Liability - Acceptance Indemnity Insurance Company \$6M Limit excess Arch \$5M

Coverage: Excess Liability

Carrier: Acceptance Indemnity Insurance Company

Policy Period: 5/1/2020 to 5/1/2021

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Excess Liability	Occurrence	Follow underlying if applicable	Not Applicable

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Excess Liability	Applies	Limited	Defense Costs Must be Outside of the Primary Policy's Policy Limit

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Limits Shown Are Excess of the Scheduled Underlying		
- Each Occurrence	Limit	\$6,000,000
- Aggregate	Limit	\$6,000,000

Underlying Policies:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability	Each Occurrence	\$2,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
General Liability	General Aggregate	\$4,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
General Liability	Products/Completed Operations Aggregate	\$4,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
General Liability	Personal and Advertising Injury Aggregate	\$2,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
Employee Benefits Liability	Each Employee	\$2,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
Employee Benefits Liability	Aggregate	\$4,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
Commercial Auto	Combined Single Limit	\$2,000,000	Safety National Casualty	5/1/2020	5/1/2021

Underlying Policies:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
			Corporation		
Employers Liability	Each Accident	\$2,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
Employers Liability	Each Employee	\$2,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
Employers Liability	Aggregate	\$2,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
Municipal / Law Enforcement Liability	Occurrence	\$2,000,000	Safety Specialty Insurance Company	5/1/2020	5/1/2021
Municipal / Law Enforcement Liability	Aggregate	\$2,000,000	Safety Specialty Insurance Company	5/1/2020	5/1/2021
Municipal / Public Officials Liability	Each Wrongful Act	\$2,000,000	Safety Specialty Insurance Company	5/1/2020	5/1/2021
Municipal / Public Officials Liability	Aggregate	\$2,000,000	Safety Specialty Insurance Company	5/1/2020	5/1/2021
Excess/Umbrella	Occurrence	\$8,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
Excess/Umbrella	Aggregate	\$8,000,000	Safety National Casualty Corporation	5/1/2020	5/1/2021
Excess/Umbrella	Occurrence	\$5,000,000	Arch Insurance Company	5/1/2020	5/1/2021
Excess/Umbrella	Aggregate	\$5,000,000	Arch Insurance Company	5/1/2020	5/1/2021

Underlying Policies – purchase with BRIT Program:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability	Each Occurrence	\$10,000,000	Lloyds of London	5/1/2020	5/1/2021
General Liability	General Aggregate	\$10,000,000	Lloyds of London	5/1/2020	5/1/2021
Employee Benefits Liability	Each Employee	\$10,000,000	Lloyds of London	5/1/2020	5/1/2021
Employee Benefits Liability	Aggregate	\$10,000,000	Lloyds of London	5/1/2020	5/1/2021
Commercial Auto	Combined Single Limit	\$10,000,000	Lloyds of London	5/1/2020	5/1/2021
Employers Liability	Each Accident	\$2,000,000	Lloyds of London	5/1/2020	5/1/2021
Employers Liability	Each Employee	\$2,000,000	Lloyds of London	5/1/2020	5/1/2021
Employers Liability	Aggregate	\$2,000,000	Lloyds of London	5/1/2020	5/1/2021

Underlying Policies – purchase with BRIT Program:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Municipal / Law Enforcement Liability	Occurrence	\$10,000,000	Lloyds of London	5/1/2020	5/1/2021
Municipal / Law Enforcement Liability	Aggregate	\$10,000,000	Lloyds of London	5/1/2020	5/1/2021
Municipal / Public Officials Liability	Each Wrongful Act	\$10,000,000	Lloyds of London	5/1/2020	5/1/2021
Municipal / Public Officials Liability	Aggregate	\$10,000,000	Lloyds of London	5/1/2020	5/1/2021

Endorsements include, but are not limited to:

DESCRIPTION
Excess Third Party Liability Policy Declarations (Aic) -05 EXT0074 00 08 04
Excess Third Party Liability Policy Schedule a Schedule of Underlying Insurance (Excess) -05 EXT0022 00 08 04
Excess Third Party Liability Policy Schedule of Endorsements (Aic) -05 EXT0021 00 08 04
U.S. Treasury Department's Office of Foreign Assets Control (Ofac) -00 ML0065 00 06 07
Signature Page (Arch Insurance) -05 ML0002 00 12 14
Indiana Pollution Exclusion Amendatory Endorsement -00 EXT0269 15 06 14
Anti-Stacking Endorsement -00 EXT0027 00 09 11
Excess/Umbrella Policy Underlying Insurance Notice -00 ML0243 00 07 13
Illinois Amendatory Endorsement -00 EXT0166 14 11 11
Amendment of Limits of Insurance (Public Entity) -00 EXT0254 00 06 16
Unmanned aircraft including Drone operations
Excess Third Party Liability Policy - 00 EXT0020 00 09 11

Endorsements include, but are not limited to:

DESCRIPTION
Commercial Lines Policy Jacket - PIL00010818
Notice of Privacy Policy - PRNOTICE0118
Schedule of Forms and Endorsements - PIL10100818
Commercial Excess Liability Declarations - PCX90130818
Commercial Excess Liability Schedule of Controlling Underlying Insurance - PCX90140818
Illinois Important Notice to Policyholders - PIL01510818
Commercial Excess Liability Coverage Form - CX00010413
Punitive or Exemplary Damages Follow Form - PCX60920818
Commercial Excess Liability Amendatory Endorsement - PCX89940818
Illinois Changes - Defense Costs - CX01220908
Common Policy Conditions - IL00171198

Underlying Policies – purchase with BRIT Program:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Minimum Earned Premium Endorsement - PXU85000619					
Service of Suit Clause (Illinois) - PXU8503IL0818					

Exclusions include, but are not limited to:

DESCRIPTION
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall
Employment Related Practices Exclusion
Total Pollution Exclusion
Professional Liability Exclusion
Retained Limit
Nuclear Energy Liability Exclusion Endorsement - CX21010908
Exclusion - Fungi or Bacteria - CX21130413
Exclusion - Silica or Silica-Related Dust - CX21160413
Exclusion - Access or Disclosure of Confidential or Personal Information - CX21430514
Auto Coverage - Exclusion of Terrorism - CX21560908
Exclusion - Unmanned Aircraft - CX21710615
Employees' Retirement Income Security Act (E.R.I.S.A.) Exclusion - PCX81150818
Pre-Existing Damage Exclusion - PCX81430818
Asbestos or Lead Exclusion - PCX89960818
Cyber Liability and Data Exclusion - PCX89980818
Cross Suits Exclusion - Named Insured - PCX90240818
Total Pollution Exclusion - Illinois - PCX9008IL0818

Binding Requirements:

DESCRIPTION
Subject to
- All Underlying Binders/Policies/Copy of all underlying policies (as applicable)
- Signed and Completed TRIA Acceptance/Rejection
- Signed Surplus Lines Filing Confirmation

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Premium is Minimum & Deposit

Subject to Audit: Not Auditable

Premium Including TRIA \$30,488 (with TRIA of \$488)
SLT \$1,067
IL Stamp Fee \$23
TOTAL \$31,578

To purchase this layer \$6,000,000 Limit Excess BRIT \$10,000,000 Limit	Premium including TRIA \$62,247 (Includes TRIA \$997) SLT \$2,179 IL Stamp Fee \$47 TOTAL \$64,473
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Coverage: Terrorism Liability

Carrier: Underwriters at Lloyd's London

Policy Period: 5/1/2020 to 5/1/2021

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Terrorism	Claims Made	NA	NA

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Section A – Terrorism and Sabotage (Damage and Financial Loss)	Limit	\$1,000,000	Any One Occurrence
Section B - Terrorism Liability	Limit	\$5,000,000	Any One Claim.

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT	ADDITIONAL INFO
Deductible	Section A – Terrorism and Sabotage:		
Deductible	Any One Occurrence for Damage and Financial Loss Combined Including all Sub Limits unless as Specified Below:	\$10,000	
Deductible	Brand Rehabilitation - Any One Occurrence	10%	
Deductible	Contingent Financial Loss - Any One Occurrence	5 hours	
Deductible	Denial of Access - Any One Occurrence	12 hours	unless the occurrence is designated a crime scene by a civil or military authority when 24 hours any one occurrence shall apply
Deductible	- In Respect of Airports/Train Stations/Ports. - Any One Occurrence	48 hours	
Deductible	Utilities - Any One Occurrence	5 hours	
Deductible	Attraction - Any One Occurrence	7 days	
Deductible	Threat - Any One Occurrence	2 hours	
Deductible	Section B – Terrorism Liability - Underlying Amount(S) or Each Occurrence Retention and/or any One Claim	\$10,000	

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Sub-limit of liability applies any one occurrence and in the annual aggregate during the period of insurance and Where a sub-limit of liability stated below is lower than the limit of liability provided by the associated policy, the lower limit shall apply:		
Brand rehabilitation (this extension is only operative where such cover is not	Sublimit	10% of the overall limit of liability/

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
provided for within a financial loss settlement under the associated policy)		\$500,000 whichever the lesser
Claims preparation	Sublimit	10% of the overall limit of liability or \$100,000 whichever the lesser
Contingent Financial Loss (Customer and Supplier contingent extra expense)	Sublimit	10% of the overall limit of liability
Damage to property of the insured at any unspecified third party site	Sublimit	Other than sites included in the referral region and postcode list \$500,000 damage / financial loss combined
Damage to property while in Transit	Sublimit	10% of the overall limit of liability
Denial of Access	Sublimit	10% of the overall limit of liability
Seepage Contamination and Pollution/Clean up	Sublimit	10% of the overall limit of liability
Utilities	Sublimit	10% of the overall limit of liability
Attraction	Sublimit	10% of the overall limit of liability
Contract works	Sublimit	10% of the overall limit of liability
Extinguishment Expenses	Sublimit	10% of the overall limit of liability
Threat	Sublimit	10% of the overall limit of liability

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	All Risk

Endorsements include, but are not limited to:

DESCRIPTION
Coverage highlights over and above the standard market terrorism wording - LMA 3030

Binding Requirements:

DESCRIPTION
Subject to:
In the event of an order we would require the following All Risks policy details:
- Insured's full trading name and address
- Business Description
- Policy Type
- Policy Number
- Lead Insurer(s)
- Period of associated policy
- Details of all risks excess if no excess quoted above.
- Details of the Surplus lines broker – name and license
Satisfactory responses to any aforementioned subjectivities
Confirmation of no known or reported losses is required at binding

Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Total Declared Values: USD 452,486,817

Commission: (50% to AJG US and 50% to AJG UK)

The policy provides cover for loss of attraction including non-damage to the Insured out to a 10 miles radius from an insured location

The policy provides cover for denial of access including non-damage out to a 2.5 miles radius from an insured location

Coverage is follow form to the all risks placement with additional sub limits as applicable (sub limits in this policy override the all risks in respect of terrorism only).

The policy provides cover for threat.

Hamilton syndicate 4000 via AJG Vehicle A (Benign US) on behalf of various insurers in Lloyds

Premium**\$9,000.00****ESTIMATED PROGRAM COST****\$9,000.00**

Plus taxes

Optional Coverages:

DESCRIPTION	NEW	AMOUNT	DEDUCTIBLE / SELF-INSURED RETENTION	OTHER	PREMIUM	TAX
Terrorism and Sabotage & Terrorism Liability	No	\$25,000,000		Terrorism & Sabotage: \$5,000,000 & Terrorism liability: \$20,000,000 (Terrorism & Sabotage premium: \$6,000 & Terrorism Premium: \$10,000)	\$16,000.00	TBD

Coverage: Cyber Liability

Carrier: ACE American Insurance Company

Policy Period: 5/1/2020 to 5/1/2021

Form Number: PF-48169 (10/16)

Form Type:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR PROCEEDINGS DATE
First Party Liability Insuring Agreements	Claims Made	NA	NA
Third Party Liability Insuring Agreements	Claims Made	See below	See below
Cyber, Privacy And Network Security Liability	Claims Made	Full Prior Acts	5/1/2017
Payment Card Loss	Claims Made	Full Prior Acts	5/1/2017
Regulatory Proceedings	Claims Made	Full Prior Acts	5/1/2017
Electronic, Social And Printed Media Liability	Claims Made	Full Prior Acts	5/1/2017

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Cyber	Applies	Limited	Inside Policy Limits/Erodes retention

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Maximum Single Limit of Insurance	Limit	\$2,000,000	
Maximum Policy Aggregate Limit of Insurance	Limit	\$2,000,000	
First Party Insuring Agreements			
Cyber Incident Response Fund		Inside Limit	Each Incident/Aggregate
Cyber Incident Response Team	Limit	\$2,000,000	Each Incident
Cyber Incident Response Team	Limit	\$2,000,000	Aggregate
Non-Panel Response Provider	Limit	\$250,000	Each Incident
Non-Panel Response Provider	Limit	\$250,000	Aggregate
Business Interruption Loss and Extra Expenses	Limit	\$2,000,000	Each Incident
Business Interruption Loss and Extra Expenses	Limit	\$2,000,000	Aggregate
Contingent Business Interruption Loss and Extra Expenses			
Unscheduled Providers	Limit	\$2,000,000	Each Incident

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Unscheduled Providers	Limit	\$2,000,000	Aggregate
Digital Data Recovery	Limit	\$2,000,000	Each Incident
Digital Data Recovery	Limit	\$2,000,000	Aggregate
Network Extortion	Limit	\$2,000,000	Each Incident
Network Extortion	Limit	\$2,000,000	Aggregate
Third Party Liability Insuring Agreements			
Cyber, Privacy And Network Security Liability	Limit	\$2,000,000	Each Claim
Cyber, Privacy And Network Security Liability	Limit	\$2,000,000	Aggregate
Regulatory Proceedings	Limit	\$2,000,000	Each Claim
Regulatory Proceedings	Limit	\$2,000,000	Aggregate
Payment Card Loss	Limit	\$2,000,000	Each Claim
Payment Card Loss	Limit	\$2,000,000	Aggregate
Electronic, Social & Printed Media	Limit	\$2,000,000	Each Claim
Electronic, Social & Printed Media	Limit	\$2,000,000	Aggregate
Cyber Crime Insuring Agreements			
Computer Fraud	Limit	\$250,000	Each Loss
Computer Fraud	Limit	\$250,000	Aggregate
Funds Transfer Fraud	Limit	\$250,000	Each Loss
Funds Transfer Fraud	Limit	\$250,000	Aggregate
Social Engineering Fraud	Limit	\$250,000	Each Loss
Social Engineering Fraud	Limit	\$250,000	Aggregate

Retention

COVERAGE	AMOUNT
First Party Insuring Agreements	
Cyber Incident Response Team - Each Incident	\$25,000
Non-Panel Response Provider - Each Incident	\$25,000
Business Interruption Loss and Extra Expenses - Each Incident	\$25,000
Business Interruption Loss and Extra Expenses: Waiting Period - Each Incident	12 Hours
Contingent Business Interruption Loss and Extra Expenses	
Unscheduled Providers - Each Incident	\$25,000
Unscheduled Providers : Waiting Period - Each Incident	12 Hours
Digital Data Recovery - Each Incident	\$25,000
Network Extortion - Each Incident	\$25,000
Third Party Liability Insuring Agreements	

Retention

COVERAGE	AMOUNT
Cyber, Privacy And Network Security Liability - Each Claim	\$25,000
Regulatory Proceedings - Each Claim	\$25,000
Payment Card Loss - Each Claim	\$25,000
Electronic, Social & Printed Media - Each Claim	\$25,000
Cyber Crime Insuring Agreements	
Computer Fraud - Each Loss	\$25,000
Funds Transfer Fraud - Each Loss	\$25,000
Social Engineering Fraud - Each Loss	\$25,000
Business Interruption Loss and Extra Expenses, Combined, Resulting from an Interruption in Service Caused by a Non-Malicious Computer Related Act.	
- Each Cyber Incident Retention	\$25,000
- Waiting Period:	12 Hours
Reputational Event Attrition Loss - Each Cyber Incident	\$25,000

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([30]) days of the expiration date. The cost of this extended reporting period is [100t] % of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([30]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Claim Means any:
- Written Demand Against any Insured for Monetary Damages or Non-Monetary or Injunctive Relief;
- Civil Proceeding Against any Insured Seeking Monetary Damages or Non-Monetary or Injunctive Relief, Commenced by the Service of a Complaint or Similar Pleading;
- Arbitration, Mediation, Or Other Alternative Dispute Resolution Proceeding Against any Insured Seeking Monetary Damages or Non-Monetary or Injunctive Relief, Commenced by the Receipt of a Written Demand, Or Service of a Complaint or Similar Pleading;
- Criminal Proceeding Against an Insured Commenced by: (a) an Arrest, Or (B) a Return of an Indictment, Information or Similar Document
- Written Request Directed at an Insured to Toll or Waive a Statute of Limitations Applicable to a Claim Referenced in Paragraphs 1-4 Immediately Above; Or
- Regulatory Proceeding
- Including, Where Applicable, Any Appeal Therefrom

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
Discovery – in Writing to Carrier	NOTICE AND PROOF OF LOSS A. Knowledge possessed by any Insured or Discovery shall be deemed knowledge possessed by or Discovery by all Insureds. B. It is a condition precedent to coverage hereunder that, upon Discovery, the Named Insured will: 1. give written notice to the Insurer as soon as practicable but in no event later than 90 days after such Discovery; 2. furnish affirmative proof of loss with full particulars to the Insurer as soon as practicable but in no event later than 180 days after such Discovery; 3. submit to examination under oath at the Insurer's request; 4. produce all pertinent records at such reasonable times and places as the Insurer shall designate; and 5. provide full cooperation with the Insurer in all matters pertaining to a loss or claim. C. The Insured may offer a comparison between an Insured's inventory records and actual physical count of its inventory to prove the amount of loss only where an Insured establishes wholly apart from such comparison that it has sustained a covered loss caused by an Third Party.

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Business Interruption Loss and Extra Expenses, Combined, Resulting from an Interruption in Service Caused by a Non-Malicious Computer Related Act.		
- Each Cyber Incident Limit	Limit	\$2,000,000
- Aggregate Limit For all Cyber Incidents	Limit	\$2,000,000
Invoice Fraud Financial Loss Sublimit	Sublimit	\$100,000
Reputational Event Attrition Loss		
- Each Cyber Incident Limit	Limit	\$2,000,000
- Aggregate Limit for all Cyber Incidents	Limit	\$2,000,000
"Interruption in Service Customer Attrition Sublimit	Sublimit	\$2,000,000

INSURING AGREEMENT

PAY ON BEHALF OF

DEFENSE

INCLUDED INSIDE LIMIT AND RETENTION - LIMITED

Extended Reporting Period (ERP) Options:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Optional Extended Reporting Period	100% of Last Annual Premium	Thirty (30) Days	12 Months	100%

Endorsements include, but are not limited to:**DESCRIPTION**

Chubb Cyber Enterprise Risk Management Policy - PF-48169 (1016)
Policyholder Notice Cyber Services for Incident Response - PF-48259 (1016)
Policyholder Notice Cyber Services for Loss Mitigation - PF-48260 (1016)
Chubb Producer Compensation Practices & Policies - ALL-20887a (0316)
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders - PF-17914a (0416)
Trade or Economic Sanctions Endorsement - PF-46422 (0715)
Optional Extended Reporting Period (Item 7) Amended - PF-48153 (0916)
Additional Insured - Blanket Pursuant to a Contract - Cybererm - PF-48155 (0916)
Period of Restoration - Fill in - PF-48160 (0916)
Termination Amended - Non Cancelable Except Nonpayment of Premium - PF-48340 (1016)
Disclosure Pursuant to Terrorism Risk Insurance - TRIA-11d (0316)
Act General Enhancement Endorsement - Cyber - PF-49468 (0817)
Preventative Shutdown - PF-49501 (0817)
Hardware or Equipment Replacement Endorsement - PF-49492 (0817)
Duty to Defend a Regulatory Proceeding - PF-49445 (0817)
Non-Malicious Computer Act – System Failure – Business Interruption - Sublimit - PF-48274 (0817)
Signatures - CC-1K11i (0218)
Invoice Fraud Financial Loss Endorsement - PF-50954 (0219)
Reputational Event with Extended Period of Attrition Endorsement - PF-50955 (0219)
Questions About Your Insurance? - ALL-18653d (0714)
Illinois Notice to Policyholders Regarding the Religious Freedom Protection and Civil Union Act - ALL-34772 (1111)
Amendatory Endorsement – Illinois - PF-48296 (1016)
Cyber Crime Endorsement - PF-48257IL (0918)
U.S. Foreign Account Tax Compliance Act ("FATCA") - ALL-42490b (07/16)
PF-48167 (10/16)

Binding Requirements:**DESCRIPTION**

Subject to
- The "Home State" as Defined in the Non-admitted and Reinsurance Reform Act of 2010 (NRRA) upon the Binding of This Placement.

Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Retroactive Date (Only Applicable to Third Party Liability Insuring Agreements): Full Prior Acts
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Premium	\$23,751.00
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ESTIMATED PROGRAM COST	\$23,751.00
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TRIA/TRIPRA PREMIUM	Included
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Optional Coverages:

DESCRIPTION	NEW	AMOUNT	DEDUCTIBLE / SELF-INSURED RETENTION	OTHER	PREMIUM
Cyber Liability	No	\$3,000,000	\$25,000	Pending or Prior Date (only applicable to Third Party Insuring Agreements): 05-01-2017	\$29,171.00

Coverage: Underground Storage Tank Liability

Carrier: ACE American Insurance Company

Policy Period: 5/1/2020 to 5/1/2021

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Underground Storage Tank Liability	Claims Made and Reported	None	None

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Underground Storage Tank Liability	Applies	Limited to \$2M	Legal Defense Expenses are Subject to and Will Erode Deductible

Coverage:

DESCRIPTION	AMOUNT
Limits of Liability :	
Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs) for USTs	\$1,000,000
Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs) for ASTs	\$1,000,000
Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents	\$4,000,000
Aggregate Limit of Limit of Liability for all Legal Defense Expense for all Storage Tank Incidents	\$2,000,000
Total Policy Aggregate Limit of Liability for all Storage Tank Incidents	\$6,000,000

Deductible

COVERAGE	AMOUNT
Per Storage Tank Incident	\$5,000

Definition of Claim:

DESCRIPTION
Claim Means :
"Claim" means the written assertion of a legal right received by the "insured" from a third-party, including, but not limited to, suits or other actions alleging responsibility or liability on the part of the "insured" for "bodily injury" or "property damage" arising out of a "storage tank incident".

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
In Writing	As soon as practicable and soon as knowledge of incident that may become a claim

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Aboveground Storage Tank Aggregate Sublimit of Liability	Sublimit	\$2,000,000
Underground Storage Tank Aggregate Sublimit of Liability	Sublimit	\$2,000,000

Endorsements include, but are not limited to:

DESCRIPTION
Tank Safe Policy Form (US) 10.2010 - PF-31181 (10/10)
AST Aggregate Sublimit Of Liability - PF-31156 (09/10)
Basic Extended Reporting Period Amendatory (60 Days Illinois Specific) Endorsement - PF-31650 (08/11)
Closure, Removal Or Replacement Amendatory (Illinois- Specific) Endorsement - PF-31661 (08/11)
Financial Responsibility Condition Endorsement (Illinois Specific) - PF-31653 (08/11)
Loading And Unloading Coverage (Time Element Reporting) Endorsement - PF-31174 (09/10)
Schedule of Covered Storage Tanks - PF-31164 (09/10)
UST Aggregate Sublimit of Liability - PF-31182 (09/10)
Trade Or Economic Sanctions Endorsement - ALL-21101 (11/06)
Illinois Amendatory Endorsement - PF-31834 (08/11)
Signatures - CC-1K11i (02/18)
Illinois Notice To Policyholders Regarding The Religious Freedom Protection and Civil Union Act - ALL-34772 (11/11)
Questions About Your Insurance? - ALL-18653d (07/14)
Chubb Producer Compensation Practices & Policies - ALL-20887a (03/16)
U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders - ILP 001 01 04
Terrorism Risk Insurance Act Endorsement - PF-23728a (01/15)
Disclosure Pursuant To Terrorism Risk Insurance Act - 2.TRIA11c (01/15)
Declarations - PF-31179 (10/10)

Binding Requirements:

DESCRIPTION
Subject to Acceptance or Rejection of Terrorism Insurance Coverage

Premium	\$5,945.00
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ESTIMATED PROGRAM COST	\$5,945.00
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Minimum Earned Premium - as of inception of the Policy	0.00%
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TRIA/TRIPRA PREMIUM	Included
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Optional Coverages:

DESCRIPTION	NEW	DEDUCTIBLE	PREMIUM
Underground Storage Tank Premium : \$5,053	No	\$10,000 Per Storage Tank Incident	\$5,053.00

Auditable Exposures:

DESCRIPTION	EXPOSURE
See Attached SOV for Schedule of Covered Storage Tanks	Number of Covered Storage Tanks

Schedule of Covered Storage Tanks:

INSURED FACILITY NAME AND ADDRESS	TANK ID NO.	TANK SIZE (GAL.)	TANK TYPE (UST OR AST)	RETROACTIVE DATE
City Of Bloomington Dept. Of Public Works 401 S. East Street Bloomington Illinois 61701	1	6,000	UST	05/01/2018
City Of Bloomington Dept. Of Public Works 401 S. East Street Bloomington Illinois 61701	2	10,000	UST	05/01/2018
Forest Park 1813 Springfield Rd. Bloomington Illinois 61701	1	1,000	AST	05/01/2013
Highland Golf Course 1613 S. Main Bloomington Illinois 61701	1	1,000	AST	08/22/2013
Prairie Vista Golf Course 502 Hamilton Bloomington Illinois 61701	1	1,000	AST	08/22/2013
Prairie Vista Golf Course 502 Hamilton Bloomington Illinois 61701	2	300	AST	01/23/2020
The Den Golf Course 3002 Fox Creek Rd. Bloomington Illinois 61701	1	1,000	AST	08/22/2013
Waterside Location 25515 Waterside Way Hudson Illinois 61748	1	1,000	AST	08/22/2013
Waterside Location 25515 Waterside Way Hudson Illinois 61748	2	5,000	AST	08/22/2013

Coverage: Excess Workers' Compensation
Carrier: Safety National Casualty Corporation
Policy Period: 5/1/2020 to 5/1/2021

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Maximum Limit of Indemnity Per Occurrence	Specific Limit	Statutory
Employers' Liability Maximum Limit of Indemnity	Limit	\$2,000,000

Self-Insured Retention – with purchase of BRIT package program

COVERAGE	AMOUNT
Police/Firefighters	\$750,000
EMT Paramedics	\$750,000
All Other	\$500,000
Premium – Minimum and Deposit	\$292,212
Rate per \$100 of payroll	.5765

Self-Insured Retention – with purchase of BRIT package program with Presumptive Claims

COVERAGE	AMOUNT
Police/Firefighters/EMTs/Paramedics Presumptive Losses	\$750,000
Police/Firefighters/EMT's/Paramedics	\$600,000
All Other	\$500,000
Premium – Minimum and Deposit	\$306,658
Rate per \$100 of payroll	.605

Self-Insured Retention – with purchase of Safety National package program

COVERAGE	AMOUNT
Police/Firefighters/EMT's/Paramedics	\$600,000
All Other	\$500,000
Premium – Minimum and Deposit	\$292,212
Rate per \$100 of payroll	.5765

Experience Modification Factor(s):

DESCRIPTION	FACTOR
IL	1

States:

DESCRIPTION	STATE
States Covered:	IL
States Excluded:	OH, ND, WA, WY

Endorsements include, but are not limited to:

DESCRIPTION
Broad Form All States For Employee Travel - 0276 02 0408 (XWC)
Voluntary Compensation Endorsement-Premium Delineation - 0291 00 0708 (XWC)
Foreign Voluntary Workers' Compensation And Employers' Liability Illinois Mandatory Endorsement(S), If Applicable - 0293 00 0906 (XWC)
Self-Insured Retention Per Occurrence - Police Officers & Drivers - 0557 00 1092 (XWC)
Policyholder Disclosure Notice Of Terrorism Insurance - 1061 15 0519 (XWC)
Self-Insured Retention Endorsement - EMTS, Paramedics And Firefighters Illinois - 1198 00 0707 (XWC)

Exclusions include, but are not limited to:

DESCRIPTION
Voluntary Compensation
Longshore & Harbor Workers' Act
Owners or Officers
Bodily Injury to an Employee While Employed in Violation of Law
Bodily Injury Intentionally Caused by Insured
Federal Employers' Liability Act
Assumptions under Contract

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Deposit Premium - \$292,212
The Portion of the Employer's Annual Premium Attributable to Coverage for Losses Caused by a Certified Act of Terrorism is: 0.5%

Premium Minimum and Deposit	\$292,212.00
ESTIMATED PROGRAM COST	\$292,212.00
TRIA/TRIPRA PREMIUM	INCLUDED

Subject to Audit: Voluntary

Auditable Exposures:

STATE	CLASS CODE	DESCRIPTION	EXPOSURE	RATE PER \$100
IL	0106	Tree Pruning, Spraying, Repairing, & Drivers	\$251,807 - Payroll	14.49
IL	3724	Machinery or Equipment Erection or Repair NOC & Drivers	\$646,404 - Payroll	5.66
IL	5190	Electric Wiring-Within Building & Drivers	If Any - Payroll	4.32
IL	5506	Street or Road Construction: Paving or Repaving & Drivers	\$2,339,157 - Payroll	8.27
IL	6306	Sewer Construction All Operations	If Any - Payroll	8.64
IL	7520	Waterworks Operation & Drivers	\$3,220,419 - Payroll	3.11
IL	7710	Firefighters & Drivers	\$11,712,010 - Payroll	5.20
IL	7720	Police Officers & Drivers	\$13,642,830 - Payroll	2.09
IL	8380	Automobile Service or Repair Center & Drivers	\$6,558 - Payroll	3.46
IL	8392	Automobile Storage Garage or Parking Station & Drivers	If Any - Payroll	2.38
IL	8601	Architect Or Engineer	If Any - Payroll	0.35
IL	8803	Auditors, Accountant or Factory Cost or Office Systematizer	If Any - Payroll	0.05
IL	8810	Clerical Office Employees NOC	\$3,023,570 - Payroll	0.11
IL	8820	Attorney-All Employees & Clerical, Messengers, Drivers	\$596,310 - Payroll	0.09
IL	9015	Building - Operation by Owner or Lessee	\$256,932 - Payroll	2.79
IL	9016	Amusement Park or Exhibition Operation & Drivers	If Any - Payroll	3.05
IL	9060	Club-Country, Golf, Fishing or Yacht-& Clerical	\$793,671 - Payroll	1.57
IL	9102	Parks NOC-All Employees & Drivers	\$4,099,409 - Payroll	3.37
IL	9154	Theater NOC All Other Employees	\$351,603 - Payroll	1.84
IL	9402	Street Cleaning & Drivers	If Any - Payroll	5.09
IL	9403	Garbage, Ashes or Refuse Collection & Drivers	\$3,038,386 - Payroll	9.55
IL	9410	Municipal, Township, County or State Employee NOC	\$6,708,144 - Payroll	3.35

rs' Compensation - Illinois Public Risk Fund

Coverage: Workers' Compensation

Carrier: Illinois Public Risk Fund

Policy Period: 5/1/2020 to 5/1/2021

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Employers Liability	Limit	\$3,000,000 / \$3,000,000 / \$3,000,000

Deductible:

COVERAGE	AMOUNT
Excess Workers' Compensation - Per Claim	\$300,000

States:

DESCRIPTION	STATE
States Covered:	IL
States Excluded:	OH, ND, WA, WY

Exclusions include, but are not limited to:

DESCRIPTION
Owners or Officers
Bodily Injury to an Employee While Employed in Violation of Law
Bodily Injury Intentionally Caused by Insured
Longshore & Harbor Workers' Act
Federal Employers' Liability Act
Assumptions under Contract
Voluntary Compensation

Binding Requirements:

DESCRIPTION
Subject to:
- Contact Change Request Form
- Employee Concentration Supplemental Information
- Illinois Public Risk Fund Pooling Agreement

Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Premium is fully earned

IPRF is Pleased to Include A new Business Safety Grant in the Amount of \$7,956.00 as Part of our Proposal.

Premium	\$308,983.00
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Fees

3% Administrative Fee:	\$9,269.00
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Total Fees	\$9,269.00
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ESTIMATED PROGRAM COST	\$318,252.00
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TRIA/TRIPRA PREMIUM	INCLUDED
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Auditable Exposures:

STATE	CLASS CODE	DESCRIPTION	EXPOSURE	RATE PER \$100
IL	0106	Tree Trimming	\$251,807 - Payroll	\$2.096
IL	3724	Machinery Repair	\$646,404 - Payroll	\$0.822
IL	5506	Street Maintenance	\$2,339,157 - Payroll	\$1.165
IL	7520	Waterworks	\$3,220,419 - Payroll	\$0.455
IL	7710	Firefighters	\$11,712,010 - Payroll	\$0.969
IL	7720	Policeman	\$13,642,830 - Payroll	\$0.295
IL	8380	Auto Repair	\$6,558 - Payroll	\$0.522
IL	8810	Clerical	\$3,023,570 - Payroll	\$0.018
IL	8820	Attorney	\$596,310 - Payroll	\$0.016
IL	9015	Building NOC	\$256,932 - Payroll	\$0.432
IL	9060	Golf Course	\$793,671 - Payroll	\$0.216
IL	9102	Parks NOC	\$4,099,409 - Payroll	\$0.467
IL	9154	Theatre NOC	\$351,603 - Payroll	\$0.246
IL	9403	Garbage	\$3,038,386 - Payroll	\$1.310
IL	9410	Municipal Employees	\$6,708,145 - Payroll	\$0.588

Premium Summary

The estimated program cost for the options are outlined in the following tables:

			\$125K Liability SIR / \$125K Property SIR / \$50K APD SIR			\$125K Liability SIR / \$125K Property SIR / \$50K APD SIR			\$125K Liability SIR / \$50K Property SIR / \$50K APD SIR		
Expiring 2019 Program BRIT/Allianz			Option 1 - (as expiring) with \$50K WC Buffer Layer Renewal 2020 Program BRIT/Allianz			Option 2 - Without WC Buffer Renewal 2020 Program BRIT/Allianz			Option 3 Renewal 2020 Program Safety National/Travelers		
Premiums	Carrier	Premium	Carrier	Premium	% Change from Expiring	Carrier	Premium	% Change from Expiring	Carrier	Premium	% Change from Expiring
Package - Includes TRIA	Lloyds of London (BRIT)	\$326,794	Lloyds of London (BRIT) (1)	\$465,804	40.29%	Lloyds of London (BRIT) (1)	\$436,443	33.50%	Safety National	\$337,628	33.27%
Property - Includes TRIA	Fireman's Fund	\$105,704	Fireman's Fund	\$140,945	Included in above	Fireman's Fund	\$140,945	Included in above	Travelers	\$238,798	Included in above
Excess Liability - Includes TRIA	StarStone \$11M	\$33,263	Acceptance Casualty \$6M	\$64,473	316.00%	Acceptance Casualty \$6M	\$64,473	316.00%	Arch Insurance \$5M	\$40,862	228.00%
Excess Liability - Includes TRIA	Included w/StarStone		Arch Insurance \$5M	\$40,862	Included in above	Arch Insurance \$5M	\$40,862	Included in above	Acceptance Casualty \$6M	\$31,578	Included in above
Workers Compensation - Includes TRIA	Safety National	\$278,897	Safety National (1)	\$292,212	4.77%	Safety National (1)	\$292,212	4.77%	Safety National (1)	\$292,212	4.77%
Cyber Liability - Includes TRIA	ACE	\$20,956	ACE	\$23,751	13.33%	ACE	\$23,751	13.33%	ACE	\$23,751	13.33%
Crime - Includes TRIA	Hanover	\$7,544	Hanover	\$7,544	0.00%	Hanover	\$7,544	0.00%	Hanover	\$7,544	0.00%
Boiler and Machinery - includes TRIA	Travelers	\$10,582	Travelers	\$11,608	9.69%	Travelers	\$11,608	9.69%	Travelers	\$11,608	9.69%
Pollution for Storage Tanks - Includes TRIA	ACE	\$5,035	ACE	\$5,945	18.00%	ACE	\$5,945	18.00%	ACE	\$5,945	18.00%
Gallagher Service Fee	Gallagher	\$38,625	Gallagher	\$39,590	2.50%	Gallagher	\$39,590	2.50%	Gallagher	\$39,590	2.50%
Program Total		\$827,400		\$1,092,734	32.06%		\$1,063,373	28.51%		\$1,029,516	24.8%

			\$250K Liability SIR / \$125K Property SIR / \$50K APD SIR			\$250K Liability SIR / \$125K Property SIR / \$50K APD SIR			\$250K Liability SIR / \$100K Property Ded / \$50K APD Ded		
	Expiring 2019 Program BRIT/Allianz		Option 1 - (as expiring) with \$50K WC Buffer Layer Renewal 2020 Program			Option 2 - Without WC Buffer Renewal 2020 Program BRIT/Allianz			Option 3 Renewal 2020 Program Safety National/Travelers		
Premiums	Carrier	Premium	Carrier	Premium	% Change from Expiring	Carrier	Premium	% Change from Expiring	Carrier	Premium	% Change from Expiring
Package - Includes TRIA	Lloyds of London (BRIT)	\$326,794	Lloyds of London (BRIT) (1)	\$408,838	33.50%	Lloyds of London (BRIT) (1)	\$379,477	27.71%	Safety National	\$284,047	17.40%
Property - Includes TRIA	Fireman's Fund	\$105,704	Fireman's Fund	\$140,945	Included in above	Fireman's Fund	\$140,945	Included in above	Travelers	\$223,798	Included in above
Excess Liability - Includes TRIA	StarStone \$11M	\$33,263	Acceptance \$6M	\$64,473	316.00%	Acceptance \$6M	\$64,473	316.00%	Arch \$5M	\$40,862	228.00%
Excess Liability - Includes TRIA	Included w/StarStone		Arch \$5M	\$40,862	Included in above	Arch \$5M	\$40,862	Included in above	Acceptance \$6M	\$31,578	Included in above
Workers Compensation - Includes TRIA	Safety National	\$278,897	Safety National (1)	\$306,658	4.77%	Safety National (1)	\$306,658	4.77%	Safety National (1)	\$292,212	4.77%
Cyber Liability - Includes TRIA	ACE	\$20,956	ACE	\$23,751	13.33%	ACE	\$23,751	13.33%	ACE	\$23,751	13.33%
Crime - Includes TRIA	Hanover	\$7,544	Hanover	\$7,544	0.00%	Hanover	\$7,544	0.00%	Hanover	\$7,544	0.00%
Boiler and Machinery - includes TRIA	Travelers	\$10,582	Travelers	\$11,608	9.69%	Travelers	\$11,608	9.69%	Travelers	\$11,608	9.69%
Pollution for Storage Tanks - Includes TRIA	ACE	\$5,035	ACE	\$5,945	18.00%	ACE	\$5,945	18.00%	ACE	\$5,945	18.00%
Gallagher Service Fee	Gallagher	\$38,625	Gallagher	\$39,590	2.50%	Gallagher	\$39,590	2.50%	Gallagher	\$39,590	2.50%
Program Total		\$827,400		\$1,050,214	26.92%		\$1,020,853	23.33%		\$960,935	16.14%

	<i>Expiring</i>	<i>Option 1</i>	<i>Option 2</i>	<i>Option 3</i>	<i>Option 4</i>	<i>Option 5</i>	<i>Option 6</i>	<i>Option 7</i>	<i>Option 8</i>	<i>Option 9</i>	<i>Option 10</i>
	<i>\$125K SIR / \$25K Property SIR</i>	<i>\$125K SIR / \$125K Property SIR</i>	<i>\$125K SIR / \$125K Property SIR</i>	<i>\$125K SIR / \$50K Property SIR</i>	<i>\$125K SIR / \$125K Property SIR</i>	<i>\$125K SIR / \$50K Property SIR</i>	<i>\$250K SIR / \$125K Property SIR</i>	<i>\$250K SIR / \$125K Property SIR</i>	<i>\$250K SIR / \$100K Property SIR</i>	<i>\$250K SIR / \$125K Property SIR</i>	<i>\$250K SIR / \$100K Property SIR</i>
	<i>2019 / 2020</i>	<i>Brit As Expiring</i>	<i>Brit W/O WC Buffer</i>	<i>Safety National</i>	<i>Brit W/O WC Buffer / IPRF</i>	<i>Safety National / IPRF</i>	<i>Brit As Expiring</i>	<i>Brit W/O WC Buffer</i>	<i>Safety National</i>	<i>Brit W/O WC Buffer / IPRF</i>	<i>Safety National / IPRF</i>
Property	\$ 105,704	\$ 140,945	\$ 140,945	\$ 238,798	\$ 140,945	\$ 238,798	\$ 140,945	\$ 140,945	\$ 223,798	\$ 140,945	\$ 223,798
Primary Liability	\$ 326,794	\$ 465,804	\$ 436,443	\$ 337,628	\$ 436,443	\$ 337,628	\$ 408,838	\$ 379,477	\$ 284,047	\$ 379,477	\$ 284,477
Excess Liability	\$ 33,263	\$ 105,335	\$ 105,335	\$ 72,440	\$ 105,335	\$ 72,440	\$ 105,335	\$ 105,335	\$ 72,440	\$ 105,335	\$ 72,440
Excess WC	\$ 278,897	\$ 306,658	\$ 306,658	\$ 292,212	\$ 318,252	\$ 318,252	\$ 306,658	\$ 306,658	\$ 292,212	\$ 318,252	\$ 318,252
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cyber	\$ 20,956	\$ 23,751	\$ 23,751	\$ 23,751	\$ 23,751	\$ 23,751	\$ 23,751	\$ 23,751	\$ 23,751	\$ 23,751	\$ 23,751
Crime	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544
Boiler	\$ 10,582	\$ 11,608	\$ 11,608	\$ 11,608	\$ 11,608	\$ 11,608	\$ 11,608	\$ 11,608	\$ 11,608	\$ 11,608	\$ 11,608
UST	\$ 5,035	\$ 5,945	\$ 5,945	\$ 5,945	\$ 5,945	\$ 5,945	\$ 5,945	\$ 5,945	\$ 5,945	\$ 5,945	\$ 5,945
Broker Fee	\$ 38,625	\$ 39,590	\$ 39,590	\$ 39,590	\$ 39,500	\$ 39,590	\$ 39,590	\$ 39,590	\$ 39,590	\$ 39,500	\$ 39,590
Total	\$ 827,400	\$ 1,107,180	\$ 1,077,819	\$ 1,029,516	\$ 1,089,323	\$ 1,055,556	\$ 1,050,214	\$ 1,020,853	\$ 960,935	\$ 1,032,357	\$ 987,405
		134%	130%	124%	132%	128%	99%	97%	91%	98%	94%

Quote from **Safety National Casualty Corporation (Tokio Marine Holdings, Inc.), etc...** is valid until **5/1/2020**

Quote from **ACE American Insurance Company (ACE Group)** is valid until **3/28/2020**

Quote from **ACE American Insurance Company (ACE Group)** is valid until **5/1/2020**

Quote from **Travelers Property Casualty Co of America (The Travelers Companies, Inc.)** is valid until **5/29/2020**

Quote from **Fireman's Fund Insurance Company (Allianz SE)** is valid until **5/1/2020**

Quote from **Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)** is valid until **5/2/2020**

Quote from **Hanover Insurance Company (Hanover Insurance Companies)** is valid until **5/1/2020**

Quote from **Underwriters at Lloyd's London (Underwriters at Lloyd's London)** is valid until **5/1/2020**

Quote from **Arch Insurance Company (Arch Insurance Group)** is valid until **5/1/2020**

Quote from **Acceptance Indemnity Insurance Company** is valid until **4/30/2020**

Quote from **Lloyd's Syndicate 2987** is valid until **4/10/2020**

Quote from **Lloyds' Syndicate 2623/623 (Beazley Furlonge Ltd)** is valid until **5/1/2020**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **4/30/2020**

Quote from **Federal Insurance Company (Chubb Group of Insurance Companies)** is valid until **4/24/2020**

Quote from **Illinois Public Risk Fund (Illinois Public Risk Fund)** is valid until **5/2/2020**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **4/30/2020**

Gallagher is responsible for the placement of the following lines of coverage:

Excess Property

Equipment Breakdown

Crime

Package

Umbrella

Excess Liability \$5M Excess \$10M

Excess Liability

Terrorism Liability

Cyber Liability

Underground Storage Tank Liability

Excess Workers' Compensation

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Premium Financing

Arthur J. Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Fireman's Fund Insurance Company (Allianz SE)	Excess Property	Lump sum	Agency Bill or Direct Bill
Travelers Indemnity Company (The Travelers Companies, Inc.)	Excess Property	Lump sum	Agency Bill
Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	Equipment Breakdown	All Premiums and any fees are due to RPS within 20 days of binding	Agency Bill
Travelers Indemnity Company (The Travelers Companies, Inc.)	Equipment Breakdown	Lump sum	Agency Bill
Hanover Insurance Company (Hanover Insurance Companies)	Crime	Lump sum	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.) Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)	Package	All Lines are on an Annual Pay Plan. Premiums Due Within 30 Days of Binding	Agency Bill
Lloyd's Syndicate 2987	Package	Lump sum	Agency Bill
Arch Insurance Company (Arch Insurance Group)	Excess Liability \$5M Excess \$10M	Total Premium is payable in full within 30 days of policy inception.	Agency Bill
Acceptance Indemnity Insurance Company	Excess Liability	Premium Payment is Due Within 30 Days from Effective Date	Agency Bill
Underwriters at Lloyd's London (Underwriters at Lloyd's London)	Terrorism Liability	60 day premium payment condition	Agency Bill
ACE American Insurance Company (ACE Group)	Cyber Liability	Premium no Later than Close of Business on the 30th Day from the Date of the Binder or the Effective Date of the Policy, Whichever is Later.	Direct Bill

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
ACE American Insurance Company (ACE Group)	Underground Storage Tank Liability	In the Event Coverage is Bound, The Premium Indicated Above Must be Remitted to US Within Thirty (30) Days from the Date of the Invoice as Outlined on Your Agency's Monthly Statement Bill.	Direct Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	Excess Workers' Compensation	Annual Payment	Agency Bill
Illinois Public Risk Fund (Illinois Public Risk Fund)	Excess Workers' Compensation	12 Equal Monthly Installments	

Coinsurance Illustration

Coinsurance Formula:

Insurance Carried ÷ Insurance Required x Loss - Deductible = **Settlement**

Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value	=	\$1,000,000
Coinsurance Amount	=	80%
Deductible	=	\$500
Insurance Required	=	\$800,000 (80% of \$1,000,000)
Insurance Carried	=	\$400,000
Loss Incurred	=	\$200,000

Settlement determined by applying the coinsurance formula:

\$400,000

(Insurance Carried)

\$800,000

(Insurance Required)

x \$200,000 (Loss) - \$500 (Deductible) = \$99,500 Settlement

Note: If the property in the above example is insured for the full insurance required (\$800,000), the insured will recover \$199,500. In the above example, the insured will suffer a \$100,000 penalty for not being insured to the proper limit.

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Acceptance Indemnity Insurance Company	A- XI	Non-Admitted
ACE American Insurance Company	A++ XV	Admitted
Arch Insurance Company	A+ XV	Admitted
Federal Insurance Company	A++ XV	Admitted
Fireman's Fund Insurance Company	A+ XV	Admitted
Hanover Insurance Company	A XV	Admitted
Illinois Public Risk Fund	(1)	(1)
Lloyd's Syndicate 2987	A XV	Non-Admitted
Lloyds' Syndicate 2623/623 (Beazley Furlonge Ltd)	A XV	Non-Admitted
Safety National Casualty Corporation	A+ XV	Admitted
Safety Specialty Insurance Company	A+ XV	Non-Admitted
Travelers Indemnity Company	A++ XV	Admitted
Travelers Property Casualty Co of America	A++ XV	Admitted
Underwriters at Lloyd's London	A XV	Non-Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

(1) The Illinois Public Risk Fund is a Self-Insured program established in 1985 solely for the purpose of providing Workers Compensation coverage to public entities in Illinois. Reinsurance is provided by Safety National Casualty Corporation which is rated A+ XV by A.M. Best.

Proposal Disclosures

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Client Signature Requirements

Coverages for Consideration

Overview

- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

Other Coverage Considerations

- Flood

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 4/10/2020, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER	DESCRIPTION / MAJOR DIFFERENCES
☐ Accept ☐ Reject	Excess Property	
	Fireman's Fund Insurance Company	
☐ Accept ☐ Reject	TRIA	
☐ Accept ☐ Reject	Property	
☐ Option # 1 - \$50,000 Property Deductible ☐ Option # 2 - \$100,000 Property Deductible	The Travelers Indemnity Company	
☐ Accept ☐ Reject	TRIA/Terrorism	
☐ Accept ☐ Reject	Equipment Breakdown	
	Travelers Property Casualty Co of America	
☐ Accept ☐ Reject	Crime	
	Hanover Insurance Company	
☐ Accept ☐ Reject	Package – Casualty Coverages including APD	
☐ Option # 1 - \$125K Liability SIR ☐ Option # 2 - \$250K Liability SIR	Safety National Casualty Corporation, Safety Specialty Insurance Company	
☐ Accept ☐ Reject	Safety National TRIA – General Liability and Excess	
☐ Option # 1 - \$125K SIR	Lloyd's Syndicate 2987 – Includes TRIA and Terrorism	
☐ Accept ☐ Reject	Excess Liability Layers with Acceptance and Arch excess BRIT Program	
	Acceptance and Arch	
☐ Accept ☐ Reject	TRIA	

	COVERAGE/CARRIER	DESCRIPTION / MAJOR DIFFERENCES
☐ Accept ☐ Reject	Excess Liability \$5M Excess \$10M – Excess Safety National \$10M Limit	
	Arch Insurance Company	
☐ Accept ☐ Reject	TRIA	
☐ Accept ☐ Reject	Excess Liability \$6M Excess \$5M Arch excess Safety National \$10M	
	Acceptance Indemnity Insurance Company	
☐ Accept ☐ Reject	TRIA	
☐ Accept ☐ Reject	Terrorism Liability	
☐ Option # 1 ☐ Option # 2	Underwriters at Lloyd's London Underwriters at Lloyd's London - Terrorism and Sabotage & Terrorism Liability	Terrorism & Sabotage: \$5,000,000 & Terrorism liability: \$20,000,000 for a Premium of \$16,000
☐ Accept ☐ Reject	Cyber Liability	
☐ Option # 1 ☐ Option # 2	ACE American Insurance Company- As expiring \$2M Limit ACE American Insurance Company - Cyber Liability - \$3M Limit option	
☐ Accept ☐ Reject	Underground Storage Tank Liability	
☐ Option # 1 ☐ Option # 2	ACE American Insurance Company ACE American Insurance Company	\$5,000 Deductible \$10,000 Deductible
	TRIA Included and cannot be rejected	
☐ Accept ☐ Reject	Excess Workers' Compensation	
☐ Option # 1 ☐ Option # 2 ☐ Option # 3 ☐ Option # 4	Safety National Casualty Corporation – to Be purchased with Safety National Casualty Program Safety National Casualty Corporation - Excess Workers' Compensation: Premium: \$292,212 Safety National Casualty Corporation - Excess Workers' Compensation: Premium: \$306,658 Illinois Public Risk Fund	\$500,000 SIR/\$600,000 SIR \$500,000 SIR/ \$750,000 SIR \$500,000 SIR / \$600,000 SIR / \$750,000 Presumptive losses
	TRIA Cannot Be Rejected	

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Provide Quotations or Additional Information on the Following Coverage Considerations:

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Other Coverages to Consider

☐ Yes ☐ No – Flood NFIP

Other Services to Consider

☐ Yes ☐ No – CORE360™ Loss Control Portal

☐ Yes ☐ No – eRiskHub

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____
Print Name

Company

Signature

Date: _____

Appendix

Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Bloomington

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Excess Property	Fireman's Fund Insurance Company (Allianz SE)	N/A	\$137,444.00 Plus TRIA \$3,501 \$140,945 total	0 %	NA
Property	Federal Insurance Company (Chubb Group of Insurance Companies)	N/A	\$312,875.00	0 %	NA
Property	Travelers Indemnity Company (The Travelers Companies, Inc.)	N/A	\$238,798.00 for \$50K Deductible \$224,798 for \$100K Deductible	0 %	NA
Equipment Breakdown	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	Risk Placement Services	\$10,582.00	10 %	0 %
Crime	Hanover Insurance Company (Hanover Insurance Companies)	N/A	\$7,544.00	10 %	NA
Casualty – Option 1 \$125,000 SIR With APD	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.) Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)	N/A	GL/EBL \$39,894 AL \$70,650 APD \$45,708 POL/EPLI \$43,832 Law Enforcement \$44,950 Excess Liability \$85,266 TRIA GL \$1,596 TRIA Excess Liability Alternative APD \$25K deductible - premium would be \$70,708	\$0.00	NA
Casualty – Option 2			GL/EBL \$31,863 AL \$57,986		NA

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
\$250,000 SIR With APD			APD \$45,708 POL/EPLI \$35,587 Law Enforcement \$37,278 Excess Liability \$69,654 TRIA GL \$1,275 TRIA Excess Liability \$2,090 Alternative APD \$25K deductible - premium would be \$70,708		
Package	Lloyd's Syndicate 2987	Brit Global Specialty USA	\$449,537.00 as expiring Various options: \$421,18.00 \$394,537.00 \$366,189 \$414,339 (see marketing review for details)	0 %	*4
Excess Liability – \$6M limit excess BRIT \$10M	Acceptance Indemnity Insurance Company	N/A	\$62,247.00 Includes TRIA of \$997	0 %	5%
Excess Liability – \$5M limit excess Acceptance \$6M excess BRIT \$10M	Arch Insurance Company (Arch Insurance Group)	Risk Placement Services	\$40,862.00 Includes TRIA of \$1,191	0%	7.5%
Excess Liability – \$6M limit excess Arch \$5M excess Safety National \$10M	Acceptance Indemnity Insurance Company	Risk Placement Services	\$30,488.00 Includes TRIA of \$488	NA	5%
Excess Liability - \$5M limit excess Safety National \$10M	Arch Insurance Company (Arch Insurance Group)	Risk Placement Services	\$40,862.00 Includes TRIA of \$1,191	0 %	7.5 %
Terrorism Liability	Underwriters at Lloyd's London (Underwriters at Lloyd's London)	Arthur J Gallagher (UK) Limited	Property Limits \$1,000,000 – Premium \$3,000 plus taxes/fees Property Limits \$5,000,000	15 %	15%

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
			Premium \$6,000 plus taxes/fees Liability Limits \$5,000,000 Premium \$6,000 plus taxes/fees Liability Limit \$20,000,000 Premium \$10,000 plus taxes/fees		
Cyber Liability	ACE American Insurance Company (ACE Group)	Risk Placement Services	\$2M Limit \$23,751.00 \$3M Limit - \$29,171.00	10 %	10 %
Cyber Liability	Lloyds' Syndicate 2623/623 (Beazley Furlonge Ltd)	Risk Placement Services	\$17,620 plus taxes/fees \$23,820 plus taxes/fees Option to add Hardware Replacement Cost \$500K limit for additional \$500 Premium	10 %	10 %
Underground Storage Tank Liability	ACE American Insurance Company (ACE Group)	N/A	\$5,000 Deductible Premium \$5,945 Includes TRIA Option 2 - \$10,000 Deductible Premium \$5,053	15 %	NA
Excess Workers' Compensation	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	N/A	\$292,212.00 \$292,212.00 \$306,658.00	0 %	NA
Excess Workers' Compensation	Illinois Public Risk Fund (Illinois Public Risk Fund)	N/A	\$308,983.00 Plus \$9269 Admin Fee	0 %	\$9,269 Administration Fee
Gallagher Broker Fee				\$39,590	

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ____% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

4 * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

Binding Requirements

COVERAGE (ISSUING CARRIER)	BINDING REQUIREMENT
Excess Property Fireman's Fund Insurance Company	N/A
Property Travelers Indemnity Company	Subject to: - your compliance with our reasonable engineering recommendations - A Signed and Completed Business Income Worksheet Prior to Issuance
Equipment Breakdown Travelers Property Casualty Co of America	N/A
Equipment Breakdown Travelers Indemnity Company	NA
Crime Hanover Insurance Company	N/A
Package Safety National Casualty Corporation Safety Specialty Insurance Company Brit Package	General Liability - Subject to signed Acceptance or Rejection of Terrorism Insurance Automobile - Subject to If the insured's intent is to reject Uninsured Motorists/ Underinsured Motorists, Personal Injury Protection, and/or Medical Payment coverage in states that allow total rejection and the state mandatory forms are not signed, dated and returned prior to a loss, the insured's SIR will apply to the claim, Excess Liability - Subject to signed Acceptance or Rejection of Terrorism Insurance Law Enforcement Liability - N/A Public Officials & Employment Practices Liability - N/A Brit Package - -Selection or Rejection of TRIA Form. Brit Package - Subject to: Brit Package - -Signed Uninsured/Underinsured Motorist Coverage Forms must be received by Underwriters prior to inception. Brit Package - -PMA Companies is the appointed Third Party Administrator
Excess Liability Arch Insurance Company	Subject to: Signed and Completed TRIA Acceptance/Rejection Prior to Binding Signed and Completed Applications
Excess Liability Acceptance Indemnity Insurance Company	Subject to - Signed and Completed Applications - Signed and Completed TRIA Acceptance/Rejection Satisfactory responses to any aforementioned subjectivities Confirmation of no known or reported losses is required at binding
Cyber Liability ACE American Insurance Company	Subject to - The "Home State" as Defined in the Non admitted and Reinsurance Reform Act of 2010 (NRRA) upon the Binding of This Placement. - Warranty Statement on Insured's Letterhead
Underground Storage Tank Liability ACE American Insurance Company	Subject to Acceptance or Rejection of Terrorism Insurance Coverage

COVERAGE (ISSUING CARRIER)	BINDING REQUIREMENT
Excess Workers' Compensation Safety National Casualty Corporation	N/A
Excess Workers' Compensation Illinois Public Risk Fund	Subject to:
	- Contact Change Request Form
	- Employee Concentration Supplemental Information
	- Illinois Public Risk Fund Pooling Agreement

Claims Reporting By Policy

Direct Reporting

Immediately report all claims for the following lines of coverage to the insurance carrier.

All Property, Automobile, and Casualty coverages, Excess Workers Compensation (Safety National), Excess Liability claims report to your TPA listed below; other coverages as outlined below:

- TPA or Carrier Name:
PMA Companies
150 N. Martingale Road, Suite 225
Schaumburg, IL 60173
Alan Gordon 847-605-5521
Alan_gordon@pmagroup.com

- Safety National – Liability SIR Program:
Carrier Name: Safety National Casualty Corporation.
By Phone: (314) 810-5403
By E-mail: Malcolm.clark@safetynational.com

- Boiler & Machinery claims report to:
Carrier: Travelers
By Phone: (800) 238-6225
By Fax: (877) 784-5329

- Crime
Hanover Insurance Company
Phone#: 800-628-0250
Fax#: 800-399-4734
Email: firstreport@hanover.com

- Cyber Liability
ACE American Insurance Company
Phone# 800-252-4670
Fax# 800-300-2538

- Storage Tank Pollution Liability
ACE American Insurance Company
Fax#: (866) 635-5687
First Notice Fax: (800) 951-4119
Email: CasualtyRiskEnvironmentalFirstNotice@chubb.com
Fax#: (866) 635-5687
Fax Notice# (800) 951-4119
Email: CasualtyRiskEnvironmentalFirstNotice@chubb.com

- Excess Workers' Compensation
Illinois Public Risk Fund
Phone#: 844-522-6082
Email: www.iprf.com

- Excess Liability
Arch Insurance Company
[Business Division] Claims
10909 Mill Valley Road, Suite 210
P.O. Box 542033
Omaha, NE 68154
Phone 877 688-ARCH (2724)
FAX 866 266-3630
Email Claims@Archinsurance.com

- Excess Property
Allianz Global Corporate and Specialty
Phone#: 1-800-347-3428
Fax# 1-800-511-3720
Email: CIFNOL@ffic.com

- Property
Travelers Indemnity Company
Phone#: 1-800-238-6225
Web Site: www.travelers.com/claims.

- Excess Liability
Acceptance Indemnity Insurance Company
1-866-969-3899

Email new.loss@iatinsurance.com

CORE360™

Loss Control Portal



Insurance | Risk Management | Consulting



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention and minimizing your total cost of risk now and in the future.

Gallagher's **CORE360™ Loss Control Portal** is our proprietary Learning Management System (LMS) that supports your safety program, provides real time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key benefits of CORE360™ Loss Control Portal:

- **Access** up to 10 modules of your choice from a library of over 100 training and safety shorts. In addition, monthly bulletins are available covering topics such as General and Environmental Safety, Human Resources, and Health and Wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard** and train an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Most Popular Training Modules:

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication



Please visit
ajg.com/LossControlPortal to learn more.

Gallagher CORE360™ is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of your total cost of risk.



Gallagher

| eRiskHub®



To access the Gallagher | eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is 447597.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, Inc. (License No. 0D69293) and/or its affiliate Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 0726293).

Cyber Liability

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GGB34479A

eRiskHub® Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360™ — our comprehensive approach of evaluating our client's risk management program — leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability.

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- Gallagher Cyber Risk Due Diligence — A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- Risk Manager Tools — A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- News Center — Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center — An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. (Looking for something specific? Try the search box at the top right of the page to search the entire Gallagher | eRiskHub®).
- Security & Privacy Training — An overview of best practices for creating an effective security training program for employees.
- Strategic Third-Party Relationships and Partner Resources — Information on third-party vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.

ajg.com

CLIENT SERVICES AGREEMENT

This Client Services Agreement (this “**Agreement**”) is made and entered into as of the 1st day of May, 2020 (the “**Effective Date**”) by and between CITY OF BLOOMINGTON, an Illinois Public Entity, Municipal (“**Client**”), and Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation, and its licensed brokerage affiliates (“**Gallagher**”). Client and Gallagher shall each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Gallagher is a global insurance brokerage and risk management services firm, and Client desires to retain Gallagher to provide certain services, as further described on Exhibit A attached hereto (collectively, the “**Services**”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gallagher and Client hereby agree as follows:

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for a term of one (1) year. This Agreement shall automatically renew on the first anniversary of the Effective Date and annually thereafter for consecutive additional periods of one (1) year each. This Agreement may be terminated by either Party at any time upon thirty (30) days’ prior written notice. In the event of any such termination, Gallagher will work with Client during such 30-day period to transition its account as directed.

II. SERVICES

Gallagher will provide the Services for Client as set forth on Exhibit A and incorporated herein, which Exhibit A may be amended from time to time as agreed upon in writing by the Parties. For Services that specifically include insurance placement by Gallagher as the broker, Client hereby authorizes Gallagher to represent and assist Client in all discussions and transactions with insurance companies relating to the lines of insurance set forth on Exhibit A when acting as Client’s insurance broker, provided that Gallagher shall not place any insurance on behalf of Client unless so authorized by Client in writing. In addition, Services that include the placement of insurance coverage require the following:

A. Client shall provide Gallagher with all information and documentation that may be relevant to the applicable risks that Client would like to insure, as requested by Gallagher and/or underwriters from which Gallagher intends to secure quotes. This information shall include any facts material to a fair assessment of the risk by underwriters, including risk exposures and loss experience, and shall be updated as information changes or is discovered after inception of coverage. Client’s failure to fully and completely disclose all such information could result in a carrier declining coverage for a specific loss or voiding Client’s insurance coverage altogether.

B. Gallagher will consult with Client regarding the terms of the insurance quotes received, and Client shall have sole discretion in the selection of the ultimate insurance markets and policies chosen, as well as any other decisions involving Client’s risk management, risk transfer and/or loss prevention needs. Gallagher will use reasonable efforts to secure insurance coverages on Client’s behalf and as directed by Client. Client must read all coverage proposals and policies carefully, as actual coverage is determined by the applicable policy language. Gallagher will provide guidance to Client regarding Client’s policy or coverage inquiries. In the event an insurer cancels or refuses to issue a particular policy, Gallagher will use reasonable efforts to obtain replacement coverage from another insurer.

C. Client is responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters in accordance with the terms and conditions of Client’s policies. Upon request, Gallagher will assist Client in determining applicable claim reporting requirements.

- D. Client has no obligation to purchase an insurance product through Gallagher.

III. COMPENSATION, TAXES AND FEES

A. Client shall pay Gallagher fees for the Services set forth on Exhibit A. Where permitted, the Services may include fees in lieu of or in addition to commission for placement of insurance. If Gallagher receives fees for insurance placement, the policy(ies) will be listed in Exhibit A, along with the fee for that insurance placement. Fees for post insurance placement Services may also be included in Exhibit A.

B. Gallagher's fees under this Agreement shall be fully earned on the Effective Date (and any anniversary thereof). All amounts shall be due and payable to Gallagher in U.S. dollars, within thirty (30) days after Client's receipt of the applicable invoice. Any amounts not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. Client shall inform Gallagher in the event that Client's business operations change substantially, including the applicable risks insured. Under such circumstances, Client and Gallagher will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Gallagher hereunder.

C. Where applicable, insurance coverage placements and other Services provided by Gallagher may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which Gallagher will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset against fees or commissions due to Gallagher hereunder.

IV. ADDITIONAL COMPENSATION AND FEES

A. In addition to the fees and/or commissions set forth in Exhibit A or otherwise described herein, Gallagher may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients.

B. Any compensation that Gallagher receives from insurance carriers may differ depending on the market and the insurance product placed on Client's behalf. Gallagher agrees that it shall not accept contingent or supplemental commissions on any of Client's placements.

C. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies or premium finance companies, such nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement upon written notice to Client, at its sole option. Further, the applicable insurance carrier may terminate the associated coverage for nonpayment. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless, and solely to the extent that, such return premiums or other payments are disputed by Client.

V. CONFIDENTIALITY & DATA PRIVACY

A. As used in this Agreement, Confidential Information means any nonpublic, proprietary or personal data and information furnished by either Party or its agents or representatives to the other Party or its agents and representatives, whenever furnished and regardless of the manner or media in which

such information is furnished, which the receiving Party knows or reasonably should know to be confidential. Each Party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

B. The Parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the placement of insurance and/or the Services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). In addition, Gallagher may also utilize anonymized/de-identified Client data in connection with data analytics, service enhancement initiatives and similar business purposes. Either Party may also disclose such information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

C. Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the Services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

VI. DISPUTE RESOLUTION

A. In the event a dispute between the Parties arising out of or relating to this Agreement or the relationship created by this Agreement ("**Dispute**"), the Parties agree to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, the Parties agree to binding arbitration. The Parties waive any and all rights they may have to commence litigation in court to resolve a Dispute, and specifically waive any and all rights to pursue relief by class action or mass action in court or through arbitration. For the avoidance of doubt, consistent with the provisions that follow, the Parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by this Agreement.

B. A Party wishing to assert a Dispute shall do so by providing a written notice ("**Notice**") of the claim to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures, unless specifically excluded under Section VI.A of this Agreement. All Dispute resolutions shall take place in Chicago, IL, unless otherwise agreed by the Parties. The Parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorney fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes, which may be based in legal practice, insurance company or insurance brokerage practice, or a combination thereof.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a Memorandum of Understanding signed by both Parties and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either Party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) shall be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither a Party nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both Parties.

VII. LIABILITY LIMITATIONS

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Without limiting the foregoing, each Party shall only be liable for actual damages incurred by the other Party, and shall not be liable for any indirect, special, exemplary, consequential, reliance, or punitive damages or for any attorneys' fees other than as described in Section VIII.A below (whether incurred in a dispute or an action against the other, or as alleged damages that any Party incurred in any insurance coverage dispute, or otherwise). No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either Party any later than two (2) years after the accrual of such claim or cause of action.

VIII. MISCELLANEOUS

A. Indemnification. Each Party agrees to defend, indemnify and hold the other Party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying Party's: (i) breach of any representation, warranty or covenant made by such Party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying Party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other Party or its employees or agents.

B. Advisory Services. The Services provided by Gallagher, its employees and affiliated companies do not constitute legal or tax advice. Client must consult with its own legal and financial advisors to become fully apprised of any legal or financial implications to its business.

C. Assignment. This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of a Party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall be not be assignable by either Party, except with the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such Party's obligations hereunder.

D. Independent Contractor. Gallagher is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client, and will not be operating in a fiduciary capacity.

E. Governing Law & Venue. This Agreement and any Dispute relating to or arising out of this Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of law rules. Any litigation under Section VI.A of this Agreement shall be brought in federal or state court in Cook County, Illinois.

F. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

G. Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

H. Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

I. Severability. If a court/arbitrator of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court/arbitrator will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

J. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings as to such matters.

K. Non-Waiver. The Parties agree that any delay or forbearance by either Party in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.**

CITY OF BLOOMINGTON

By: _____

By: _____

Name: Cindy LaMantia

Name: _____

Title: Regional President-Great Lakes

Title: _____

Fee: \$39,590
5/1/2020 to 5/1/2021

EXHIBIT A
City of Bloomington

BROKERAGE SERVICES FOR POLICY TERM 5/1/2020 to 5/1/2021

Coverages provided under this Service Agreement: Property (including Inland Marine) General Liability, Auto Liability, Auto Physical Damage, Law Enforcement Liability, Public Officials Liability (including Employment Practices Liability), Employee Benefits Liability, Excess Liability, Excess Workers Compensation, Boiler & Machinery, and Crime

1. Prepare Renewal Strategy Plan for Client and Risk Management Consultant.
2. Prepare Renewal Spreadsheets and forms. Obtain renewal information from the Client and Consultant.
3. Produce comprehensive submissions, based on underwriting data compiled and present to each selected market.
4. Provide the Client and Risk Management Consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame.
5. Place/Bind coverage as instructed by the Client and the Risk Management Consultant.
6. Arrange for binders to be prepared and deliver binders to the Client and copy to Risk Management Consultant.
7. Review the accuracy of all policies and obtain corrections where needed in a timely manner.
8. Distribute copy of policies to both the Client and Risk Management Consultant.
9. Process endorsement requests with carriers as requested by the Client and the Risk Management Consultant.
10. Issue or arrange for issuance of Auto ID cards and Certificates of Insurance (within 24 hours) as requested by the Client.
11. Act as Liaison if necessary between claims TPA/Insurance Carrier(s) and Client
12. Prepare for and attend meetings, as requested by the Client/Consultant/Board.
13. Review Insurance Contracts/Vendor Certificates as requested.



CONSENT AGENDA ITEM NO. 6.R

FOR COUNCIL: April 27, 2020

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: Ward 1, Ward 6

SUBJECT: Consideration and action to approve an Ordinance Changing the Name of a Portion of Lake Drive to Hike Haven Court, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: Parks, Recreation & Cultural Arts is recommending approving an Ordinance changing the name of a portion of Lake Drive to Hike Haven Court, and Amending Chapter 29 of the city code. In 1948, the construction of a cabin in Forrest Park was completed for the Girl Scouts of Bloomington-Normal and dedicated, at that time, as "Hike Haven." The cabin has been available to rent for use by the City of Bloomington Parks, Recreation & Cultural Arts Department for the past decade, after the Girl Scouts of Bloomington-Normal gave up the lease of the site in 2010. The Parks, Recreation & Cultural Arts Department would like to commemorate the historical aspects of Hike Haven cabin by naming the road into Forrest Park after the cabin. Currently, the cabin is addressed off Tanner Street to the north, even though there is no access to the site from Tanner Street. The renaming of the street, and subsequent re-addressing of the building, would help to clear up confusion as to the location of the property.

There are no problems foreseen with changing the name of this section of Lake Drive. This section of road has Forrest Park adjacent to both sides with no private residences addressed to, or taking access from, this segment of Lake Drive.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic, however this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Parks, Recreation & Cultural Arts has discussed this matter internally within its own department, with the multi-departmental Project Review Group, and with various Public Works staff.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeff Kohl, Parks Project Manager

Reviewed by:



Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

3/5/2020



Chris Tomertin, Budget Manager

3/6/2020



Jeffrey R. Jurgens, Corporation Counsel

4/20/2020



Tara Henry, Legislative Assistant

4/22/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PRCA 1B Ordinance Hike Haven 1687
- PRCA 1C Hike Haven MAP Council

ORDINANCE NO. 2020 - __

**AN ORDINANCE CHANGING THE NAME OF A PORTION OF
LAKE DRIVE TO HIKE HAVEN COURT**

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

WHEREAS, the Illinois Municipal Code authorizes the City of Bloomington to name or rename any street, avenue, alley, or other public place. See, 65 ILCS 5/11-80-19; and

WHEREAS, Section 11-80-19 of the Illinois Municipal Code provides no change in the name of any street, shall be effective until 30 days after the election authorities having jurisdiction in the area in which the name of the public place is changed and the post office branch serving that area have been notified by the City of the change in writing by certified or registered mail; and

WHEREAS, in 1948, the construction of the cabin in Forrest Park was completed for the Girl Scouts of Bloomington-Normal, and dedicated, at that time, as “Hike Haven;” and

WHEREAS, the Hike Haven cabin has been available to rent for use by the City of Bloomington Parks, Recreation & Cultural Arts Department for the past decade, after the Girl Scouts of Bloomington-Normal gave up the lease of the site in 2010; and

WHEREAS, the Parks, Recreation & Cultural Arts Department would like to commemorate the historical aspects of Hike Haven cabin by naming the road into Forrest Park after the cabin, and;

WHEREAS, the cabin is currently addressed as 218 Tanner Street, the adjacent street to the north of the property, creating difficulties in locating the site for those unfamiliar with the property, and;

WHEREAS, there are no private residences addressed off of this segment of Lake Drive, and;

WHEREAS, it is in the best interest of the City of Bloomington and its citizens to change the name of a portion of “Lake Drive” to “Hike Haven Court”; and

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

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. That the name of a segment of Lake Drive, south of Tanner Street to the cul-de-sac in Forrest Park, in the City of Bloomington, McLean County, Illinois, shall be and the name is hereby changed to Hike Haven Court.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. 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 5. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 6. This Ordinance shall be effective 10 days after its execution and publication as required by law, and the street name change effective 30 days after the date that the City Clerk provides the required notices in accordance with Section 11-80-19 of the Illinois Municipal Code.

SECTION 7. This Ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 27th day of April 2020.

APPROVED this ____ day of April 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk



This segment of Lake Drive, change to Hike Haven Court, proposed.

Hike Haven Cabin

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 7.A

FOR COUNCIL: April 27, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation on McLean County recovery loans and COVID-19 community resources, as requested by the Administration Department.

RECOMMENDED MOTION: None; presentation only.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Patrick Hoban, CEO of the Bloomington-Normal Economic Development Council; and Camille Rodriguez, McLean County Administrator, will be presenting on McLean County recovery loans and COVID-19 community resources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:

A handwritten signature in black ink, appearing to read 'B. Tyus' followed by a large flourish.

Billy Tyus, Deputy City Manager

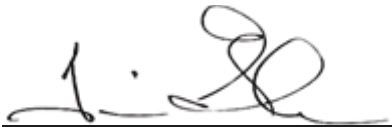
4/23/2020

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

4/23/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', written over a horizontal line.

Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 7.B

FOR COUNCIL: April 27, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation on PATH and COVID-19 community resources, as requested by the Administration Department.

RECOMMENDED MOTION: None; presentation only.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Karen Zangerle, Executive Director of PATH, will be presenting on PATH and COVID-19 community resources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:

A handwritten signature in black ink, appearing to read 'B. Tyus'.

Billy Tyus, Deputy City Manager

4/23/2020

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

4/23/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason'.

Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 7.C

FOR COUNCIL: April 27, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation on the United Way and COVID-19 community resources, as requested by the Administration Department.

RECOMMENDED MOTION: None; presentation only.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Phani Aytam, Chairman, United Way Board; and David Taylor, Executive Director, United Way will be presenting on the United Way and COVID-19 community resources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:

A handwritten signature in black ink, appearing to read 'B. Tyus' followed by a large flourish.

Billy Tyus, Deputy City Manager

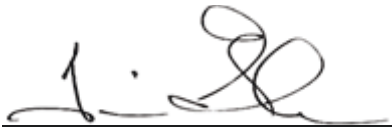
4/23/2020

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

4/23/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', written over a horizontal line.

Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 7.D

FOR COUNCIL: April 27, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring A Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, including consideration of an Ordinance Amending the Local Emergency Declaration Ordinance, Ordinance 2020-18, to Add a New Section 2(P) to Allow the Proration of the City's Video Gaming License Fee, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance Amending Ordinance 2020-18 to Add a New Section 2(P) to Allow the Proration of the City's Video Gaming License Fee be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: On March 26, 2020, the City Council approved Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures. This Ordinance is effective for 28-day periods unless amended or repealed sooner by the City Council. Absent such repeal or amendment, the Ordinance continues in effect for additional 28-day periods.

As part of the passage of the Ordinance and due to its importance, the City Manager committed to placing Ordinance 2020-18 on every regular agenda. This allows the Council to repeal it as soon as the pandemic subsides, and thus end the use of the City's emergency powers.

At this time, the community continues to address the impacts of the COVID-19 pandemic and City staff is not recommending the repeal of the Ordinance. However, City staff is recommending the Council consider a modification to the Ordinance to allow for the proration of the City's video gaming license fee. The Illinois Gaming Board ceased video gaming establishments from operating on March 16, 2020, due to the pandemic. It is unclear when these operations will be allowed to resume and the City's license fees is not currently subject to proration. In light of the pandemic and the mandated closure of video gaming establishments, the proration is proposed to offset the loss in revenue.

If approved, the City would prorate the City's video gaming license fee for both the current license year (May 1, 2019 through April 30, 2020) and the upcoming license year (May 1,

2020 through April 30, 2021). For the current license year, the City would reimburse license holders 12% of the license fee paid. The 12% represents roughly the 46 days that video gaming establishments were required to be closed, starting March 16, 2020 through April 30, 2020. For the upcoming license year, the City would issue a refund of the license fee based on the prorated amount of time the establishment was not authorized to operate by the Illinois Gaming Board. In lieu of a refund, the license fee could also be offset by the prorated amount.

Language was also added allowing the City Manager, by executive order, and with the written consent of the Mayor and Mayor Pro Tem, to prorate other annual City license fees for license holders that are unable to operate due to a state or federal mandate in relation to the COVID-19 pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

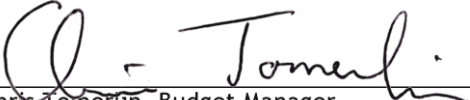
FINANCIAL IMPACT: If the amendment to the ordinance is approved, a refund on terminal fees based on the numbers of days the video gaming machines are not operational will be paid/credited to the businesses. If the machines are back up and running as of May 1, 2020, the estimated refund/credit would be approximately \$15,000.00.

COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Community Development Department to continue that do not include statutorily mandated public hearings.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:


Chris Tomerlin, Budget Manager

4/22/2020


Jeffrey R. Jurgens, Corporation Counsel

4/22/2020


Tara Henry, Legislative Assistant

4/22/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Second Amendment to Local Emergency Declaration Ordinance

ORDINANCE NO. 2020 - 18

AN ORDINANCE DECLARING A LOCAL EMERGENCY
DUE TO THE COVID-19 VIRUS & ENACTING VARIOUS EMERGENCY MEASURES

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern and on March 11, 2020 declared it a worldwide pandemic; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020, due to the impact of the COVID-19 virus and has activated the State Emergency Operations Center; and

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, the City Manager and staff have been meeting for weeks to begin preparing for the potential impact of the pandemic and has coordinated its response with McLean County and the Town of Normal; and

WHEREAS, the City Council has considered the existence of a public health emergency in acting upon this ordinance and actions required to promote the health, safety and welfare of its citizens; and

WHEREAS, 20 ILCS 3305/10J, of the Emergency Management Agency Act and 65 ILCS 5/8-10-5 of the Illinois Municipal Code and Chapter 12 of the Bloomington City Code provides political subdivisions with certain emergency authority; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS as follows:

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

SECTION 2. Emergency Authority. In accordance with the authority provided to the City by the Emergency Management Agency Act, the City Code and its home-rule authority, the following actions are authorized by the City Council:

- (A) Cancellation of Meetings. The Mayor may cancel meetings of any board or commission to which he appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. In lieu of the Mayor

cancelling said meetings, the Chairperson of any board or commission may cancel said meetings and are encouraged to do so absent a priority need.

- (B) Ability to Conduct Electronic Meetings. Any Council Member or board member of any board or commission, in accordance with Governor Pritzker's COVID-19 Executive Order No. 5 may attend any regular or special meeting via electronic means, including audio or video conferences. A physical quorum of the Trustees is not required before the remote participation is allowed.
- (C) Ability to Address Contract, Permitting and Licensure Issues. The City Manager shall have the authority, upon approval of both the Mayor and Mayor Pro Tem, to address any contract, permitting and/or licensing issues, including the suspension of any permits or licenses, as the City Manager may deem to be in the best interest of the City. The suspension of any license or permit may be overturned by a majority of the City Council at a subsequent City Council meeting.
- (D) Emergency Purchases. For any emergency purchases that are necessary, the City Manager shall follow the provisions of Chapter 16 of the Bloomington City Code.
- (E) Personnel Policies & Union Contracts. The City Manager's authority is hereby reaffirmed that he may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency. In addition, he is authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.
- (F) Facility Closures. The authority of the City Manager is hereby reaffirmed to close City facilities as is reasonably required to protect the health of the public and employees of the City.
- (G) Administrative Court. The Corporation Counsel is authorized to extend any timeframe for responses related to City ordinance violations in recognition of the emergency and to suspend the City's Administrative Court and/or continue said cases.
- (H) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within 30 days after the conclusion Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

- (I) Payment of City Bills. The City Manager may authorize the issuance of payments to City vendors, contractors and utilities if the City Council is unable to meet on a regularly scheduled meeting date. Any such payments must be reported to the City Council in writing at a future public meeting.
- (J) Water Shut Offs. All City utility shut offs for nonpayment shall be suspended while this ordinance is in effect.
- (K) Acceptance of Applications. The City is authorized to accept applications for all City licenses and permits electronically, and may accept all other documentation required related to said applications electronically.
- (L) Written Public Comment. The City Manager shall implement procedures encouraging the electronic submission of written comments for public meetings beyond those set forth in Chapter 2, Section 85(I). These procedures shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof.
- (M) Community Development Approvals. The City Manager and Director of Community Development, or City Planner in the absence of the Director of Community Development, shall have the authority to approve grant applications, the awarding of historic preservation grants, cite plans not involving special uses, certificates of appropriateness, and to postpone any meetings regarding the Planning Commission and Zoning Board of Appeals. Any applications requiring a public hearing may also be postponed by the City Manager.
- (N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.
- (O) Intergovernmental Agreements. The City Manager is authorized to execute intergovernmental agreements that address the response and needs associated with this local disaster declaration that he deems to be in the best interests of the City.

SECTION 3. Other Emergency Powers Disallowed. The Emergency Powers in Chapter 12, Section 11 are not necessary to address the COVID-19 crisis. Accordingly, no such powers may be exercised by the Mayor, City Manager or their successors.

SECTION 4. Succession Planning. In the absence or incapacity of the Mayor, the Mayor Pro Tem shall serve as the Mayor of the City of Bloomington and shall have all authority and power of the Mayor, including the emergency powers set forth in this Ordinance. If the Mayor Pro Tem is incapacity or otherwise serving as Mayor, the City Council shall appoint a new Mayor Pro Tem. In the absence or incapacity of the City Manager, the Deputy City Manager shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance. In the absence or incapacity of both the City Manager and the Deputy City Manager, the Corporation Counsel shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance.

SECTION 5. Declaration of a Local Disaster. This Ordinance shall be construed as a declaration of a local disaster as provided for under Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

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

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

SECTION 8. Publication. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

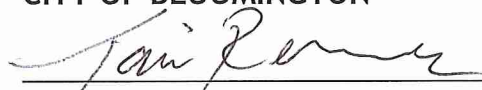
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 10. Effectiveness & Duration. This ordinance takes effect immediately upon its passage due to the urgency of implementing appropriate responses to the COVID-19 virus, which is causing or anticipated to cause widespread impacts on the health of members of this community. The recitals are incorporated into this Section. This ordinance shall be effective for 28 days from the date of passage unless repealed or amended sooner by the City Council. The ordinance shall continue for 28-day periods thereafter unless repealed or amended by the City Council.

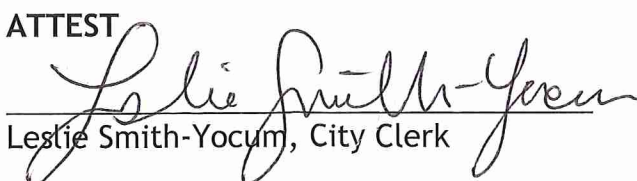
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tara Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - ____

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(P) TO ALLOW THE PRORATION OF THE
CITY'S VIDEO GAMING LICENSE FEES**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(P) as follows:

(P) Video Gaming License Fee Proration; Other License Fee Prorations. To account for the mandated closure of video gaming establishments, the City shall prorate the City's video gaming license fee as follows: (1) for the license year May 1, 2019, through April 30, 2020, the City shall reimburse license holders 12% of the license fee paid within 15 days of adoption of this Ordinance; and (2) for the license year May 1, 2020, through April 30, 2021, the City shall issue a refund of the license fee based on the prorated amount of time the establishment was not authorized to operate within said year by the Illinois Gaming Board due to the COVID-19 pandemic or may otherwise offset said amount when the license fee is paid. Any such refund shall be paid by the City within 15 days after video gaming establishments are lawfully authorized to resume operations by the Illinois Gaming Board. The City Manager is similarly authorized, by Executive Order, with the written concurrence of both the Mayor and Mayor Pro Tem, to prorate other annual City license fees for license holders that are not permitted to operate by state or federal mandate due to the COVID-19 pandemic.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 27th day of April 2020.

APPROVED this ____ day of April 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk