

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
APRIL 22, 2024**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

Deputy City Manager - Jeff Jurgens

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 22, 2024, 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Proclamation for National 911 Education Month and National Public Safety Telecommunicators Week, as requested by the Police Department and the Fire Department. (*Recommended Motion: None; Recognition only.*)
 - B. Proclamation for Fair Housing Month 2024, as requested by the Administration Department and the Economic & Community Development Department. (*Recommended Motion: None; Recognition only.*)
 - C. Proclamation for Arbor Day 2024, as requested by the Parks & Recreation Department. (*Recommended Motion: None; Recognition only.*)
 - D. Recognition of Board & Commission Appointments and Reappointments, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)

6. Public Comment

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

7. Consent Agenda

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

- A. Consideration and Action to Approve the Minutes of the March 25, 2024 Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
- B. Consideration and Action on Approving Bills and Payroll in the Amount of \$10,146,274.07, as requested by the Finance Department. (*Recommended Motion:*

The proposed Bills and Payroll be approved.)

- C. Consideration and Action on Approving Appointments & Reappointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments & Reappointments be approved.)*
- D. Consideration and Action on Approving the Purchase of Panasonic Toughbooks and Mounting Hardware through CDS Office Technologies, in the Amount of \$192,032, as requested by the Information Technology Department and the Police Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and Action on Approving a Purchase Order with Scientel Solutions, for the Equipment and Services to Provide the Infrastructure, Cameras, and Video Management for the Bloomington Ice Arena and Lincoln Parking Facilities, in the Amount of for \$269,325.81, as requested by the Information Technology Department and the Information Technology Department. *(Recommended Motion: The proposed Purchase be approved.)*
- F. Consideration and Action to Approve an Agreement with Diamond Vogel Paint for Traffic Line Paint and Beads, in the Amount Not to Exceed \$120,000, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- G. Consideration and Action on an Agreement with Prairie View Landscaping for the Division Street Fencing & Forestry Mulching Project (Bid #2024-48), in the Amount of \$64,600, as requested by the Water Department. *(Recommended Motion: The proposed Agreement be approved.)*
- H. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with Republic Services for Receipt of Non-Special Waste Materials, in an Amount Not to Exceed \$75,000, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and Action on a Resolution Approving the Fiscal Year 2025 John M. Scott Health Care Trust Category I Grant Awards and Programmatic Agreements, in the Amount of \$250,000, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*
- J. Consideration and Action on an Ordinance Authorizing a Construction Observation Agreement with Farnsworth Group, Inc. for the Meadowbrook Subdivision Improvement Project in the Amount of \$213,100, as requested by the Water Department and the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024; and (2) An Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for the Meadowbrook Subdivision Improvement Project (Re-Bid #2024-49), in the Amount of \$8,054,047.10, as requested by the Water Department and the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*

- L. Consideration and Action on an Ordinance Approving a Community Change Grant Partnership Agreement between the City of Bloomington and Home Sweet Home Ministries, as requested by the Administration Department. (*Recommended Motion: The proposed Ordinance be approved.*)
- M. Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2025; and (2) An Ordinance Authorizing a Construction Agreement with Rowe Construction, Inc., for the Route 9 Emergency Watermain and Lead Service Line Replacement, in the Amount of \$805,629.11, as requested by the Water Department. (*Recommended Motion: The proposed Ordinance be approved.)*
- N. Consideration and Action to Approve the Proposal of Insurance, Brokered by Arthur J. Gallagher, from May 1, 2024, to April 30, 2025, in the Amount of \$1,585,624, as requested by the Human Resources Department. (*Recommended Motion: The Proposal of Insurance be approved.*)

8. Regular Agenda

- A. Consideration and Action on a Resolution Appointing Jeffrey R. Jurgens as City Manager and Approving the City Manager Employment Contract, as requested by the Human Resources Department. (*Recommended Motion: The proposed Resolution and Contract be approved.*) (*Presentation by Mayor Mboka Mwilambwe, 5 minutes; and City Council Discussion, 10 minutes.*)

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for National 911 Education Month and National Public Safety Telecommunicators Week, as requested by the Police Department and the Fire Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Darren Wolf, Communication Center Manager

ATTACHMENTS:

[PD 1B Proclamation](#)

Mayoral Proclamation
RECOGNIZING APRIL AS NATIONAL 911 EDUCATION
MONTH AND
APRIL 14-20 AS NATIONAL PUBLIC SAFETY
TELECOMMUNICATORS WEEK

WHEREAS, April is recognized nationwide as National 911 Education Month, a time dedicated to raising awareness about the importance of 911 emergency services; and

WHEREAS, April 14-20, 2024, was celebrated as National Public Safety Telecommunicators Week, honoring the dedicated men and women who serve as public safety dispatchers, providing vital support to first responders and our communities; and

WHEREAS, the role of 911 dispatchers is invaluable, as they serve as the first point of contact during emergencies, providing crucial life-saving assistance, gathering vital information, and dispatching the appropriate resources to those in need; and

WHEREAS, the professionalism, compassion, and dedication exhibited by public safety dispatchers are instrumental in ensuring the safety and well-being of our residents, visitors, and first responders alike; and

WHEREAS, the City of Bloomington Emergency Communications Center, is nationally recognized as an Accredited Center of Excellence, upholding the highest of standards in public safety communications; and

NOW THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, Illinois, do hereby proclaim April as **National 911 Education Month** and recognize April 14-20, 2024, as **National Public Safety Telecommunicators Week**. I urge all residents to join me in expressing our deepest gratitude and appreciation to our public safety dispatchers for their unwavering commitment to serving our community and protecting lives. Let us honor their service and recognize the critical role they play in maintaining the safety and security of our city.


Mboka Mwilambwe
Mayor




Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Fair Housing Month 2024, as requested by the Administration Department and the Economic & Community Development Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Proclamation](#)

Mayoral Proclamation
IN RECOGNITION OF FAIR HOUSING MONTH
IN BLOOMINGTON, ILLINOIS

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law with the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the City of Bloomington is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, Our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, the City of Bloomington is committed to affirmatively furthering fair housing in our community; and

WHEREAS, Prairie State Legal Services provides fair housing services within the City of Bloomington funded in part by the City's Community Development Block Grant (CDBG) program.

NOW THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, on behalf of Bloomington City Council, do hereby, proclaim April 2024, as

FAIR HOUSING MONTH

in Bloomington and urge residents to join in recognizing the fair housing work of Prairie State Legal Services and supporting efforts towards equal housing opportunities for all residents and prospective residents of Bloomington.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Arbor Day 2024, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Proclamation declaring April 26, 2024, Arbor Day within the City of Bloomington as consistent with Tree City USA designation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

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

ATTACHMENTS:

[P&R 1B Proclamation](#)



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, do hereby proclaim April 26, 2024 as **ARBOR DAY** In the City of Bloomington, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 22nd day of April, 2024

Mayor Mboka Mwilambwe



RECOGNITION/APPOINTMENTS ITEM NO. 5.D.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Board & Commission Appointments and Reappointments , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointments are representative of City Council's approval from the March 25, 2024 and April 8, 2024 Council meetings.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 2B 032524 & 040824 Council Re/Appointments](#)

Appointments

Cultural Commission:

- **Katherine Browne**
- **Peter Pontius**

Reappointments

Library Board of Trustees:

- **Dianne Hollister**
- **Matthew Watchinski**



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the March 25, 2024 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B DRAFT Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, MARCH 25, 2024, 6:00 P.M.

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

Roll Call

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

Recognition/Appointments

The following item was presented:

Item 5.A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Kevin Steck, Cory Volz, and Robert Hilliard upon Completion of their Probationary Period, as requested by the Police Department.

Police Chief, Jamal Simington, provided a brief background on each officer, as well as their accomplishments. He then recognized them for completing their probationary periods.

Item 5.B. Presentation of Illinois Law Enforcement Accreditation Program (ILEAP) Accreditation Plaque to Bloomington Police Department, as requested by the Police Department.

Bloomington Police Chief Simington introduced Dan Ryan Leland Grove Police Chief and 3rd Vice President of the Illinois Association of Chiefs of Police. Chief Ryan provided background on ILEAP and noted the Bloomington Police Department (BPD) was originally accredited in 2019. He stated that BPD had achieved re-accreditation and earned Tier 1 status, which only 61 Illinois agencies had received. Chief Ryan discussed the thorough accreditation review process completed by BPD and congratulated the Department on the achievement. He then presented the accreditation plaque to Chief Simington. Chief Simington recognized Lieutenant James Clesson for spearheading the re-accreditation process for BPD.

Item 5.C. Proclamation for Community Development Week 2024, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation to Melissa Hon, Economic & Community Development Director. She provided a brief overview of community development efforts and encouraged the residents to participate in the 2025-2029 Consolidated Plan.

Item 5.D. Proclamation for World Autism Awareness Day, as requested by the Human Resources Department.

Mayor Mwilambwe presented the Proclamation to Lindsey Denny, Employment Coordinator. She discussed how the City had implemented training for nero-diversity, had become Sensory Inclusive certified, as well as First Responder certified.

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

Amanda Stutsman, Deputy City Clerk, recognized Crystal Bricker to the Cultural Commission, and Justin Tirone to the Japanese Sister City Committee.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Karen Kinsella and Surena Fish spoke in person. No emailed public comment was received.

Public Hearings

The following was presented:

Item 7.A. Public Hearing for the Fiscal Year 2025 Proposed Budget, as requested by the Finance Department.

Mayor Mwilambwe opened the Public Hearing at 6:35 P.M.

City Manager, Tim Gleason, provided introductory remarks and reminded the public of the steps for budget approval and stated that the final approval was expected to appear at the April 8, 2024 Council meeting.

Scott Rathbun, Finance Director, provided a summary of the proposed Fiscal Year (FY) 2025 Budget. He noted the public hearing was a requirement in the approval process and concluded by reminding the public FY 2025 budget resources are available on the City's website.

Mayor Mwilambwe opened the floor for public comment; no one came forward.

Council Members provided no additional comments.

Mayor Mwilambwe closed the Public Hearing at 6:40 P.M.

Consent Agenda

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

Council Member Ward made a motion, seconded by Council Member Boelen, to approve the Consent Agenda with the exception of Items 8.K. and 8.L.

Item 8.A. Consideration and Action to Approve the Minutes of the February 26, 2024 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$10,563,016.73, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments be approved.)

Item 8.D. Consideration and Action on an Agreement with Dewberry Engineers, Inc. for Police Department Safety and Security Improvements, in an Amount Not to Exceed \$67,900, as requested by the Department of Operations & Engineering Services and the Police Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.E. Consideration and Action to Approve a Contract with GFL Environmental for the Residential and Bulk Garbage Pickup for the Leased Lots at Lake Bloomington, Beginning May 1, 2024, in the Amount of \$34,646.40, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.F. Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2023 General Resurfacing Program Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of \$35,306.22, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 - 011

ON A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FISCAL YEAR (FY) 2023 GENERAL RESURFACING PROGRAM AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC., IN THE AMOUNT OF \$35,306.22

Item 8.G. Consideration and Action on a Resolution Adopting the Official 2023 Zoning Map for the City of Bloomington, Which Supersedes and Replaces the Official 2022 Zoning Map Adopted by Council on March 27, 2023, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 - 012

A RESOLUTION ADOPTING THE OFFICIAL 2023 ZONING MAP FOR THE CITY OF BLOOMINGTON, WHICH SUPERSEDES AND REPLACES THE OFFICIAL 2022 ZONING MAP ADOPTED BY COUNCIL ON MARCH 27, 2023

Item 8.H. Consideration and Action on Approving a Resolution Waiving the Formal Bidding Requirements and Approving a Contract with Republic Services for Receipt of Construction & Demolition Materials, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 - 013

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT WITH REPUBLIC SERVICES FOR RECEIPT OF CONSTRUCTION & DEMOLITION MATERIALS

Item 8.I. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from the B-1 (General Commercial) District with the S-4 (Historic Preservation District) Overlay, to the B-1 (General Commercial) District without the S-4 Zoning Overlay, for the Property Located at 1002 S. Main Street, as requested by the Economic &

Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 - 013

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM THE B-1 (GENERAL COMMERCIAL) DISTRICT WITH THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY, TO THE B-1 (GENERAL COMMERCIAL) DISTRICT WITHOUT THE S-4 ZONING OVERLAY, FOR THE PROPERTY LOCATED AT 1002 S. MAIN STREET

Item 8.J. Consideration and Action on an Ordinance Approving a Special Use Permit for an Assisted Living Facility in the B-1 (General Commercial) District, for Three Acres of Property Generally Located Immediately South of and Adjacent to the Property Located at 1302 Martin Luther King Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 - 014

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN ASSISTED LIVING FACILITY IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THREE ACRES OF PROPERTY GENERALLY LOCATED IMMEDIATELY SOUTH OF AND ADJACENT TO THE PROPERTY LOCATED AT 1302 MARTIN LUTHER KING DRIVE

Item 8.K. was pulled from the Consent Agenda at the request of the Applicant.

Item 8.L. was pulled from the Consent Agenda by Council Member Kearns.

Item 8.M. Consideration and Action on an Application from Taqueria Porton, Inc., located at 901 N. Main St., Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License Creation be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Items Pulled from Consent Agenda

The following item was pulled by Council Member Kearns:

Item 8.L. Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington (Chapter 44) Relating to Accessory Uses, Fencing Requirements, Parking Requirements, and Definition and Figure Clarifications, and adding to the Schedule of Fees (Chapter 1), as requested by the Economic & Community Development Department.

Council Member Kearns explained that she pulled the Item to recognize the parking minimum adjustments, which had aided in affordable housing measures. She strongly encouraged the elimination of parking minimums.

Melissa Hon, Economic & Community Development Director, shared that staff continued to consider alternative parking regulations and was approving changes at an incremental rate to further evaluate challenges.

Mayor Mwilambwe expressed appreciation staff's incremental approach.

Council Member Kearns made a motion, seconded by Council Member Boelen, to approve Item 8.L. as presented.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

ORDINANCE NO. 2024 – 015

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON (CHAPTER 44) RELATING TO ACCESSORY USES, FENCING REQUIREMENTS, PARKING REQUIREMENTS, AND DEFINITION AND FIGURE CLARIFICATIONS, AND ADDING TO THE SCHEDULE OF FEES (CHAPTER 1)

The following item was pulled at the request of the Applicant:

Item 8.K. Consideration and Action on an Ordinance Approving a Site Plan for Multiple-Family Dwellings in the D-2 (Downtown Transitional) District, for the Properties Known as 408 E. Washington Street and 401 E. Jefferson Street, as requested by the Economic & Community Development Department.

Mayor Mwilambwe noted the Item had been pulled from the Consent Agenda at the request of the Applicant and that it may appear before Council at a later date.

Regular Agenda

The following item was presented:

Item 9.A. Presentation of the Bloomington Parks & Recreation Department's 2024 Summer Offerings and Annual Services, as requested by the Parks & Recreation Department and the Administration Department.

City Manager Gleason introduced the Item and commended Eric Veal, Parks & Recreation Director, and David Lamb, Parks & Recreation Assistant Director, for their diligent efforts over the past few years in revitalizing the Department and fostering successful programs. He then recognized all the staff in attendance from the Parks & Recreation Department. A video was played that provided an overview of the Department, as well as upcoming events.

Mr. Veal and Mr. Lamb went into more detail on each division of their Department, discussing their roles and some of the benefits the Department contributes to the community. They outlined new offerings, project developments, and upcoming projects for each division. Mr. Veal recognized staff's work towards Miller Park Zoo's Association of Zoos & Aquariums (AZA) Accreditation. Mr. Lamb then highlighted that the City had received its 37th Tree City USA designation, as well as the Tree City USA Growth Award, which only 15% of communities nationwide had received. They ended recognizing their staff present.

Council Member Kearns expressed excitement for the update to the O'Neil Aquatics Center and asked for additional information on the Preferred Urban Tree List.

Mr. Lamb and Mayor Mwilambwe discussed why particular trees were on the Preferred Urban Tree List. They discussed how they proved were known to be hearty and able to consistently thrive in urban environments. Mr. Lamb mentioned that they also do not tap into water or sewer systems.

Council Member Montney expressed appreciation for the Department's work in hosting events and continuing community programs.

Council Member Ward echoed appreciation for the O'Neil Aquatics Center. She and Mr. Veal discussed funding assistance available for O'Neil Aquatics Center membership, as well as the splash pad at the Center.

Council Member Ward and Mr. Lamb discussed the City's free mulch program and highlighted that it was for residential use only.

Council Member Lee expressed appreciation for plans to expand the skate park.

Mayor Mwilambwe reiterated thanks to Parks & Recreation staff for their work to enhance and maintain the community for all residents.

Finance Director's Report

City Manager Gleason introduced Scott Rathbun, Finance Director, and asked him to address Council.

Mr. Rathbun reminded the community that the numbers he would be presenting were about two months behind due to reporting. He presented the FY Financial Summary as of February 2024 and highlighted various revenues comparing them to last year's figures. He then discussed year-to-date figures and encumbrances, defining encumbrance for the community. He briefly went over major tax revenues, General Fund Revenues and Expenditures, and Enterprise Funds highlighting the Arena Revenue Fund as it related to the facility and entertainment sides. He concluded his presentation by noting where the community could locate the City's budget materials online.

Council Member Montney and Mr. Rathbun discussed pre-COVID loss of revenue compared to current figures. They then talked about the possibility of similar benchmarks of entertainment venues in other municipalities.

City Manager's Discussion

City Manager Gleason shared a video highlighting upcoming events. He wished the community a blessed Easter.

Mayor's Discussion

No comments were made.

Council Member's Discussion

Council Member Crumpler discussed the McLean County Housing Coalition Update. He expressed concern regarding landlords overcharging and evicting residents especially those associated with the Immigration Project.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

Motion carried (viva voce).

The meeting adjourned at 7:42 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

DRAFT



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$10,146,274.07, 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 \$10,146,274.07 (Payroll total \$3,062,407.30, Accounts Payable total 6,802,795.58, Bank Transfers total \$131,305.38, and Procurement Card Purchases total \$149,765.81).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Stacey Moews,

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/5/2024	\$ 2,476,945.46	\$ 587,184.71	\$ 3,064,130.17
			\$ -
Off Cycle Adjustments	\$ (1,698.24)	\$ (24.63)	\$ (1,722.87)
PAYROLL TOTAL			\$ 3,062,407.30

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
4/22/2024	AP General	\$ 5,081,940.79
4/22/2024	AP JMScott	\$ -
4/22/2024	AP Comm Devel	\$ -
4/22/2024	AP IHDA	\$ 105.00
4/22/2024	AP Library	\$ 1,192,082.55
4/22/2024	AP MFT	\$ -
04/05/2024-04/11/2024	Out of Cycle AP	\$ 528,667.24
03/04/2024-04/01/2024	AP Bank Transfers	\$ 131,305.38
AP TOTAL		\$ 6,934,100.96

PCARDS

Date Range	
02/02/2024-03/01/2024	\$149,765.81
PCARD TOTAL	\$149,765.81

GRAND TOTAL	\$ 10,146,274.07
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Appointments & Reappointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointments & reappointments of:

Connect Transit: Linda Foster's reappointment is effective immediately, with an expiration date of 06-30-26.

Bloomington Housing Authority: Diana Lewis' appointment is effective immediately, with an expiration date of 04-30-29.

Library Board of Trustees: Sharon Zeck's appointment is effective immediately, with an expiration date of 04-30-27.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 4D Connect Transit Roster](#)

[ADM 4E Housing Authority Roster](#)

[ADM 4F Library Board Roster](#)

Connect Transit Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Connect Transit Board	Staff/Contact	Janice	Crago				false
Active	Connect Transit Board	Blm	Linda	Foster	6/30/2023	4/13/2020	2020	true
Active	Connect Transit Board	Blm	Ryan	Whitehouse	6/30/2024	7/13/2020	2012	true
Active	Connect Transit Board	Blm	Judy	Buchanan	6/30/2025	6/28/2021	2009	true
Active	Connect Transit Board	Blm	Barbara	Singer	6/30/2026	6/27/2022	2022	true

Bloomington Housing Authority Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Housing Authority Board	Contact	Jeremy	Hayes				false
Active	Housing Authority Board	Vice Chariman	Arthur	Haynes	4/30/2024	4/22/2019	2015	true
Active	Housing Authority Board	Chair	Terrence	Koch	4/30/2025	4/27/2020	2007	true
Vacant	Housing Authority Board	Commissioner			4/30/2025			
Active	Housing Authority Board	Board Member	Ina	Perkins	4/30/2026	4/12/2021	2021	false
Active	Housing Authority Board	Resident	Betty	Middleton	4/30/2027	5/23/2022	2019	true

Library Board Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Library Board of Trustees	Staff Advisor	Jeanne	Hamilton				false
Active	Library Board of Trustees	Secretary	Van	Miller	4/30/2024	4/25/2022	2015	true
Active	Library Board of Trustees	President	Julian	Westerhout	4/30/2024	4/25/2022	2015	true
Active	Library Board of Trustees	Vice President	Susan	Mohr	4/30/2024	4/12/2021	2017	true
Active	Library Board of Trustees	Trustee	Alicia	Henry	4/30/2025	4/25/2022	2016	true
Active	Library Board of Trustees	Trustee	John	Argenziano	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	Treasurer	Alicia	Whitworth	4/30/2026	4/24/2023	2016	true
Active	Library Board of Trustees	Trustee	Catrina	Parker	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	Trustee	Dianne	Hollister	4/30/2027	4/8/2024	2017	true
Active	Library Board of Trustees	Trustee	Matthew	Watchinski	4/30/2027	4/8/2024	2018	true



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the Purchase of Panasonic Toughbooks and Mounting Hardware through CDS Office Technologies, in the Amount of \$192,032, as requested by the Information Technology Department and the Police Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City uses ruggedized computing devices (mobile data terminals, or MDTs) in the Bloomington Police Department (BPD) vehicles to support the Computer Aided Dispatch (CAD) functions of the E911 Communications Center and to provide access to other critical information while in the field. These ruggedized computers are designed to withstand the harsh environments typical within police vehicles. The MDTs currently in use within BPD vehicles are scheduled for replacement and we are beginning to experience a higher failure rate for these devices.

City staff evaluated solutions from multiple manufacturers to identify the most suitable option for our needs. Factors such as durability, performance, and compatibility with existing systems were taken into consideration during the selection process. This decision reflects our commitment to ensuring the reliability and efficiency of our technology infrastructure going forward. Consequently, we have opted to continue with Panasonic Toughbook devices, which are already in use within our department. The City will utilize pricing under Sourcewell Contract #090122 - valid through 11/07/2026.

This year, BPD is requesting officers be issued individual computers rather than vehicle-mounted computers for several reasons.

Court Prep and Report Writing

Officers will be able to access department resources from anywhere, making them more effective during downtime, such as monitoring custody at the hospital or waiting for booking. They will be able to access and create reports from virtually anywhere. Not only does this make officers more capable of attending remote court proceedings, meetings, and trainings, but it will allow them the ability to better prepare and improve outcomes. They will be able to review case files, body-worn camera, and any other evidence up to the point they testify.

Training

Every year, officers are required to complete extensive training online to stay current with mandates. Having individual computers increases the opportunity for officers to complete these trainings from anywhere, creating greater flexibility and improving compliance with the increasing number of training mandates. They can also take these laptops to training, which is becoming required more often, and take notes or complete class projects. Having a well-trained police department can reduce complaints, lawsuits, and result in better interactions with officers in the community.

Investigations

Officers are spending more time on computers than ever before and this will likely continue to increase in the future as criminal activity moves online. At the patrol level, officers complete photo line-ups, review past reports, and access a variety of record systems. They complete subpoenas and review evidence. Having a laptop issued to the officer means they can save these items locally, create shortcuts, and add bookmarks which makes it easier to quickly find the information they need and improve investigative efforts.

Administrative Functions

Officers and supervisors are also expected to spend more time reviewing body-worn camera and dash camera videos when completing reports. They review and file individual reports on all uses of force. The result is officers requiring more time in front of a computer, which limits the number of computers available. BPD lacks any space for additional desktop computers, but laptops offer the flexibility to use multipurpose spaces to complete reports or other departmental business. As the BPD building continues to age and face space challenges, laptops will allow the flexibility to renovate or repair areas historically used for report writing with little impact on patrol.

Other Benefits

For IT, there will be better accountability for the care and maintenance of the laptops by officers, increasing longevity. With the current pool system, damage can occur to laptops over time making it hard to identify who caused the damage and train them on the proper care and use of the equipment.

The laptops will also replace the need for several desktops at BPD and make the maintenance of computers easier. Rather than a member from IT having to travel to a desktop location or vehicle to troubleshoot it, officers can bring the malfunctioning equipment to IT to work on from the convenience of their office and swap it out for a functional laptop. This will reduce the downtime for officers.

Response Time

Officers will have less downtime at the start of their shifts and throughout the day. They can start up their computers while listening to briefings, check emails and other bulletins, and then dock the computer in the car, completely ready to go. They can start a report from anywhere and move between locations, picking up where they left off. They don't have to wait to log out of a desktop computer and then log back into a car computer. During periods of cold weather, officers will be able to use fully charged and warm computers that have not been left sitting in a cold vehicle, which results in significant delays in the computers powering on.

In conclusion, policing has evolved in such a way that nearly every aspect of the job requires the use of a computer. New Safe-T Act requirements do not allow officers to go home and

complete the report the next day. They must have the report to the courts for a hearing before their next shift. Waiting for access to a computer results in delays that could impact court proceedings and result in significant overtime.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase 80 Panasonic Toughbooks and 43 Docking Stations through CDS Office Technologies, in the Amount of \$192,032. The 80 Panasonic Toughbooks totaling \$159,760 will be paid from the Information Technology-Office Supplies account (10011610-71010) after a budget transfer of the \$159,760 from the Information Technology-Capital Outlay Office & Computer Equipment account (10011610-72120) is processed. The 43 docking stations totaling \$32,272 will be paid from the Police-Other Supplies account (10015110-71190). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on pages 169, 170, and 235.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

ATTACHMENTS:

[IT 1B Quote \(Toughbooks\)](#)

[IT 1C Quote \(Hardware\)](#)

[IT 1D Panasonic Sourcewell Contract 090122](#)



CDS Office Technologies
612 South Dirksen Parkway
Springfield, Illinois 62703
United States
(P) 217-553-0726

Quotation (Open)

Date

Apr 09, 2024 11:30 PM CDT

Modified Date

Apr 09, 2024 11:34 PM CDT

Quote #

Description

(80) Toughbook 55s, (80) 4th Warranty Extension

SalesRep

Clark, Ronald
(P) 217-553-0726

Customer Contact

Veerman, Aaron
(P) 309-434-2547
aveerman@cityblm.org

Customer

City of Bloomington (6103)
Veerman, Aaron
109 E Olive City Hall
Bloomington, IL 61701
United States

Bill To

City of Bloomington
Accounts, Payable
PO Box 3157
Bloomington, IL 61702
United States
(P) 309-434-2547

Ship To

City of Bloomington
Veerman, Aaron
305 S East St
Bloomington, IL 61701
United States
(P) 309-434-2547
aveerman@cityblm.org

Customer PO:

Terms:

Purchase Order (Net 30)

Ship Via:

Best Way

Special Instructions:

DROP SHIP

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
Sourcewell Contract Number f/ Panasonic Products & Services: 090122-PNA					
1	Panasonic Toughbook 55 - Semi-Rugged		80	\$1,820.00	\$145,600.00
2	Panasonic - extended service agreement - parts and labor - 1 year - 4 years total warranty - for Toughbook 55		80	\$177.00	\$14,160.00

Subtotal: \$159,760.00
Tax (.0000%): \$0.00
Shipping: \$0.00
Total: \$159,760.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



CDS Office Technologies
612 South Dirksen Parkway
Springfield, Illinois 62703
United States
(P) 217-553-0726

Quotation (Open)

Date

Apr 09, 2024 11:02 PM CDT

Modified Date

Apr 09, 2024 11:10 PM CDT

Quote #

Description

(43) Havis TB 55 Docks, (43) Multi-Purpose Brackets

SalesRep

Clark, Ronald
(P) 217-553-0726

Customer Contact

Veerman, Aaron
(P) 309-434-2547
aveerman@cityblm.org

Customer

City of Bloomington (6103)
Veerman, Aaron
109 E Olive City Hall
Bloomington, IL 61701
United States

Bill To

City of Bloomington
Accounts, Payable
PO Box 3157
Bloomington, IL 61702
United States
(P) 309-434-2547

Ship To

City of Bloomington
Veerman, Aaron
305 S East St
Bloomington, IL 61701
United States
(P) 309-434-2547
aveerman@cityblm.org

Customer PO:	Terms: Purchase Order (Net 30)	Ship Via: Best Way
Special Instructions: DROP SHIP		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
Sourcewell Contract Number f/ Panasonic Products & Services: 090122-PNA					
1	Havis - Docking Station f/ Panasonic Toughbook 55 w/ Standard Port Replication & Lind Power Supply		43	\$717.00	\$30,831.00
2	Havis - Multipurpose Bracket Secures Power Supplies On Havis Docking Stations Or Cradles		43	\$26.00	\$1,118.00

Subtotal: \$31,949.00
Tax (.0000%): \$0.00
Shipping: \$323.00
Total: \$32,272.00

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Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Panasonic Connect North America, Division of Panasonic Corporation of North America, Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. The warranties specific to each product will be addressed in the associated documentation at the time of purchase and in the case of conflict between the warranties in the product documentation and the warranties set out in this Contract, the warranties in the product documentation control. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$3,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for products liability-completed operations

\$4,000,000 general aggregate

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

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

Minimum Limits:

\$3,000,000 each accident, combined single limit

4. *Umbrella Insurance*. Intentionally omitted.

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

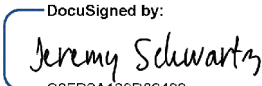
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

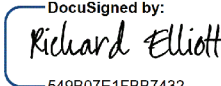
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

Sourcewell

Panasonic Connect North America, Division
of Panasonic Corporation of North America

DocuSigned by:

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By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
11/11/2022 | 6:27 AM CST
Date: _____

DocuSigned by:

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By: _____
Richard Elliott
Title: Vice President, Finance
11/10/2022 | 3:38 PM PST
Date: _____

Approved:

DocuSigned by:

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By: _____
Chad Coquette
Title: Executive Director/CEO
11/11/2022 | 6:49 AM CST
Date: _____

RFP 090122 - Law Enforcement Equipment

Vendor Details

Company Name: Panasonic Corporation of North America

Does your company conduct business under any other name? If yes, please state: Panasonic Connect North America, Division of Panasonic Corporation of North America

Address: Two Riverfront Plaza, 9th floor
Newark, NJ 07102

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Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Panasonic Connect North America, Division of Panasonic Corporation of North America
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Panasonic Corporation of North America has the following: CAGE code: 61058 SAM Unique Entity ID HHUUYNX7A1S9
5	Proposer Physical Address:	Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490
6	Proposer website address (or addresses):	https://na.panasonic.com/us/panasonic-connect
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Regina Tokar, Vice President, Business Operations, Panasonic Connect N.A. contracts@us.panasonic.com 1-800-344-2112
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Karen Painter, Sr. Bids Manager, Panasonic Connect N.A. Officing in Bedford, Texas karen.painter@us.panasonic.com cell 862-373-2103
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sandra Mondesir-Wyche, Sr. Contract Analyst, Paralegal Bid and Contracts/Business Operations, Panasonic Connect N.A. Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490 sandra.mondesir@us.panasonic.com o 201-271-3226

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In addition to what is summarized here, please refer to the uploaded PDF file, Panasonic Global Basic Business Philosophy. Panasonic Connect North America is a division of Panasonic Corporation of North America, however, on the global financial statements, reports it sales as part of the Panasonic Connect Business Unit. Panasonic Corporation of North America (PNA) is a wholly owned subsidiary of Panasonic Holdings Corporation, headquartered in Osaka, Japan. Panasonic manufactures electronics for many industries. Panasonic Corporation of North America is responsible for Panasonic's branding, marketing, sales, service, product development, and R&D operations in the United States. Panasonic Connect North America provides these functions for Panasonic's TOUGHBOOK® computer devices, video displays and projector systems, professional audio video solutions, food locker solutions, digital signage, and factory automation (robotic welding) product lines, many of which are proposed for this contract. Panasonic was founded in 1918 as Matsushita Electric Appliance Manufacturing.

The company grew quickly offering many different products.

In 1929, Mr. Matsushita refused to dismiss anyone during the Great Depression and established our Basic Company Management Objective and Company Creed (the guiding concept that determines our company's direction):

Basic Management Objective

Recognizing our responsibilities as industrialists, we will devote ourselves to the progress and development of society and the well-being of people through our business activities, thereby enhancing the quality of life throughout the world.

Company Creed

Progress and development can be realized only through the combined efforts and cooperation of each employee of our company. United in spirit, we pledge to perform our corporate duties with dedication, diligence, and integrity.

In 1932, our corporate mission was determined:

"Our mission as industrialists is to overcome poverty and bring wealth to society.

Only for this purpose will companies be allowed to prosper."

Meaning that like tap water in Japan at that time, which would flow freely from the faucet, the price of goods should be as low as possible. In other words, eliminating poverty will be accomplished by producing an inexhaustible supply of goods.

To achieve this mission, our founder set forth a 250-year plan, consisting of ten successive phases of 25 years, with the goal of achieving a "land of peace and prosperity," that is, an ideal society. "The mission of a manufacturer is to overcome poverty, to enrich society and to help people live more fulfilling lives".

In May 1933, Matsushita devised and instituted a system of autonomously managed corporate divisions, grouped according to the products they produced. They are reflected within our financial reports as Business Units.

Over the next few years, our seven core principles were solidified:

- Contribution to Society: We will conduct ourselves at all times in accordance with the Basic Management Objective, faithfully fulfilling our responsibilities as industrialists to the communities in which we operate.
- Fairness and Honesty: We will be fair and honest in all our business dealings and personal conduct. No matter how talented and knowledgeable we may be, without personal integrity, we can neither earn the respect of others, nor enhance our own self-respect.
- Cooperation and Team Spirit: We will pool our abilities to accomplish our shared goals. No matter how talented we are as individuals, without cooperation and team spirit we will be a company in name only 1951 After World War II, company was renamed to Matsushita Electric. Mr. Matsushita visited the United States of America and engaged with people of different economic backgrounds and industries.
- Untiring Effort for Improvement: We will strive constantly to improve our ability to contribute to society through our business activities. Only through this untiring effort can we fulfill our Basic Management Objective and help to realize lasting peace and prosperity.
- Courtesy and Humility: We will always be cordial and modest, respecting the rights and needs of others in order to strengthen healthy social relationships and improve the quality of life in our communities.
- Adaptability: We will continually adapt our thinking and behavior to meet the ever-changing conditions around us, taking care to act in harmony with nature to ensure progress and success in our endeavors.
- Gratitude: We will act out of a sense of gratitude for all the benefits we have received, confident that this attitude will be a source of unbounded joy and vitality, enabling us to overcome any obstacles we encounter.

In 1955, the company introduced its "PanaSonic" brand of audio speakers for markets outside of Japan. In 1959, Matsushita Electric Corporation of America was founded. From the 1960's onward, the company continued to grow globally and finally, on October 1, 2008, the company name was officially changed to Panasonic Corporation.

The proposed TOUGHBOOK line of computers was introduced in 1996. Panasonic invented the Rugged Computer product category and is proud to continue to lead the world in sales of rugged computing devices.

For pictures and more detail, please refer to our webpages that describe our history:

<https://holdings.panasonic/global/corporate/about/history.html>

11	What are your company's expectations in the event of an award?	In addition to increasing sales for the proposed TOUGHBOOK and Audio Visual products, Panasonic Connect is soon introducing a new solution that we believe will be ideal for cities to provide to both their law enforcement agencies and their k-12 schools. Sourcewell will allow us to sell to both types of customers while offering those customers a way to avoid costly RFP processes.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer the uploaded Dunn & Bradstreet report for Panasonic Corporation of North America (PNA), as well as the Investor Relations FY22 Panasonic Financial Summary, Panasonic Global Consolidated Financial Results as of 3-31-22, and the Consolidated Financial Results Supplemental as of 3-31-22, all for Panasonic Holdings Corporation headquartered in Osaka, Japan. In the Financial Summary, it shows Panasonic Holdings Corporation (Panasonic globally), reported net sales of 7,388.8 billion yen for its fiscal year ending March 31, 2022. Using an exchange rate of ¥112, this equates to US \$65.97 billion. Globally, Panasonic is financially strong and growing. As noted on page 7 of the Consolidated Financial Results Supplemental, the region consisting of North and South America accounted up 1,382.1 billion yen of the above reported number (USD\$12.34 billion). This indicates the region is stable and sales are high. As noted on page 2 of the Consolidated Financial Results Supplemental, the business unit, Mobility Solutions (where the proposed TOUGHBOOK line of products is included) had global net sales of 192.4 billion yen (US\$ 1.72 billion). This indicates the product segment is strong and in demand.	*
13	What is your US market share for the solutions that you are proposing?	Panasonic Connect's TOUGHBOOK brand is the market leader in rugged computing devices, holding a majority of market share in the rugged computer product category. Panasonic invented the rugged computing category in 1996 and continues to the market today in quality and innovation.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A. Panasonic Connect North America does not sell directly into the Canadian market. All Panasonic sales in Canada of the proposed products are handled through another PNA affiliate, Panasonic Canada Incorporated (PCI). Although we may be able to add PCI to any awarded contract, we were unable to align with them in time to include PCI on this proposal.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Neither Panasonic Connect North America or Panasonic Corporation of North America have ever petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Panasonic Connect North America is best described as a manufacturer. As an OEM technology manufacturer, Panasonic does not sell our products or services directly to our customers. Instead, we sell through a distribution channel with over 1300 Panasonic Authorized Resellers nationwide that offer the full range of proposed products and services that will meet or exceed the requirements of any agencies that use the Sourcewell program. In addition to our Authorized Resellers, Panasonic Connect has its own force of over 80 Account Managers, Inside Sales Representatives, and Channel Managers, as well as our own Panasonic-owned US-based service center that will support our Resellers and their customers in getting the products and services that best meet their needs. All Panasonic Sales and Service personnel are Panasonic employees. However, if installation services are purchased, those are performed by vetted, authorized subcontractors.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	For this particular RFP, Panasonic holds and has uploaded our Minnesota Department of Human Rights (MDHR) Equal Pay Certificate of Compliance. Additionally, since we make ourselves available to provide services nationwide, we work to ensure all required state licenses are kept up to date and maintained.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A. Neither Panasonic Connect N.A. or Panasonic Corporation of North America have been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Panasonic and our TOUGHBOOK Rugged Computing Devices have received the following industry awards and recognition since 2019: • CRN 2022 Women of the Channel Awards (https://pages.thechannelco.com/CRNLists-and-Awards.html) • CRN 2021 Women of the Channel Awards • CRN 2020 Women of the Channel Awards • CRN 2019 Women of the Channel Awards • CRN 2021 Tech Innovator Awards • CRN 2020 Tech Innovator Awards • CRN 2018 Tech Innovator Awards • CRN 2017 Tech Innovator Awards • CRN 2022 Partner Program Guide • CRN 2021 Partner Program Guide • CRN 2020 Partner Program Guide • CRN 2019 Partner Program Guide • CRN 2022 Channel Chief Award • CRN 2021 Channel Chiefs Award • CRN 2020 Channel Chiefs Award • CRN 2019 Channel Chiefs Award • PC Magazine – Editor's Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-55 • PC Magazine – Editor's Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-40 • PC Magazine – Editor's Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-33 • PC Magazine – The Best Rugged Laptops for 2022, as of May 3: https://www.pcmag.com/picks/the-best-rugged-laptops (Four in the top 12: TOUGHBOOK G2, 55, 33, 31) • TechRadar – Best Rugged Laptops of 2022, as of May 12, 2022: https://www.techradar.com/news/best-rugged-laptops (TOUGHBOOK 33 ranked #3) • TechRadar – Best Rugged Tablets of 2022, as of March 12, 2022: https://www.techradar.com/news/the-best-rugged-tablets (TOUGHBOOK A3 ranked #3) • ZDNet Best Rugged Laptops 2022, as of April 2022: https://www.zdnet.com/article/best-rugged-laptop/ - o Best 2-in-1 Rugged: TOUGHBOOK G2 - o Best Semi-Rugged: TOUGHBOOK 55 • ZDNet 5 Best Rugged Tablets for the Toughest Customers 2022, as of May 13, 2022: https://www.zdnet.com/article/best-rugged-tablet/ (TOUGHBOOK A3 ranked as the Best Oldest Generation Rugged Tablet) • ZDNet Best 2-in-1 Laptops 2022, as of March 29, 2022: https://www.zdnet.com/article/best-2-in-1-laptop/ (TOUGHBOOK G2 ranked Best Rugged 2-in-1) • Window's Central Best Rugged Laptop 2022, as of June 1, 2022: https://www.windowcentral.com/best-rugged-laptop (Top two ranked Rugged laptops) - o TOUGHBOOK 33 ranked as the Best Overall - o TOUGHBOOK 55 ranked as the Runner-Up • Window's Central Best Laptop with a Removable Battery 2021: https://www.windowcentral.com/best-laptop-removable-battery (TOUGHBOOK 55 ranked Best Overall) • Window's Central Best Business Laptops 2022, as of May 31: https://www.windowcentral.com/best-business-laptop (TOUGHBOOK G2 named Best Rugged) • Gold Award Winner of the Event Market in the B2B Roadshow Category https://www.eventmarketer.com/event/ex-awards-2022/ Panasonic's proposed projectors and video solutions products have been recognized as follows: 2018 • R&S Staging System Award – Best Video Projector – PT-MZ670U Projector • AOA Builds – Best in Show at Digital Graffiti – PT-RZ21KU Projector • rAVe Best of InfoComm Award – Best Video Wall – TH-55LFV8 2019 • Projector Central Best in Show 2019 InfoComm – PT-VMZ Series Projectors & PT-RQ22 Projector 2020 • AVNation Best of 2020 Awards • Projector Central 2020 Best of the Year • 2020 SCN Installation Production Award – PT-RCQ10 Projector

		2021 • The EdTech Awards 2021 (Two Finalists) • Projection Expo 2021 Best of Show Awards • Projector Central 2021 Best of the Year Awards – PT-RCQ10 & PT-MZ880 Projectors 2022 • 2022 LAVNCH CODE Out of This World Experiences Award (Illuminarium honorable mention) • Church Production: Top 5 Products from InfoComm – PT-RQ25KU Projector Best of NAB 2022 • Projector Central - Best of InfoComm 2022 – PT-VMZ71 Projector & PTRQ25KU Projector • Production HUB Awards of Excellence 2022 • Sound & Video Contractor – 2022 Innovation Product Award – PT-FRQ50U Projector & AW-UE50 PTZ Camera Panasonic Corporation of North America itself has won the following awards: • Certified Great Place to Work 2022-2023 • Minority Engineer Magazine Top 50 Employers 2018, 2021 • Woman Engineer Magazine Top 50 Employers 2018, 2020 • Interbrand Best Global Brands 2018-2019 • STEM Workforce Diversity Magazine Top 50 Employers 2018-2019 • Talent Board Candidate Experience Award 2018 • Achievers 50 Most Engaged Workplaces 2018 See more here: https://careers.na.panasonic.com/ca/life-panasonic/awards	
20	What percentage of your sales are to the governmental sector in the past three years	Panasonic Connect North America sales of the proposed products are approximately 62% to the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	Panasonic Connect North America sales of the proposed products are less than 5% to the education sector. Panasonic Connect will soon be releasing a new solution that will be used by the K-12 sector. We are hoping to use Sourcewell to reach that audience.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Panasonic has been supporting cooperative purchasing agreements and contracts for over 20 years. Please see the uploaded PDF document in the "additional documents" zipped folder, PANASONIC CONTRACT SALES that will detail the individual contracts. However, to summarize, Panasonic Connect holds 10 cooperative purchasing contracts with annual sales as follows: FY21: \$50,557,428.03 FY20: \$62,655,706.93 FY19: \$54,054,843.50 Please note that Panasonic's fiscal year is April 1st - March 31st.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A. Panasonic Connect N.A. does not hold any GSA contracts or have Standing Offers and Supply Arrangements. All GSA contracts and SOSA contracts that sell Panasonic products are held by Panasonic Authorized Resellers.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
United States Government	Government	District of Columbia - DC	Panasonic Connect N.A., through its reseller channel, sells rugged computing devices to all branches of the United States Department of Defense as well as Homeland Security and others.	Not available as all sales are handled by resellers and that is their confidential information	Panasonic averages over \$100 million in sales of the proposed products to the US Federal Government every year.	*
Not Available	Government	California - CA	Panasonic Connect N.A., through its reseller channel, sells rugged computing devices to the California Highway Patrol	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*
Not Available	Government	Virginia - VA	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*
Not Available	Government	Pennsylvania - PA	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*
Not Available	Government	Ohio - OH	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	In addition to our 1300+ Panasonic Authorized Resellers, Panasonic Connect has its own force of over 80 Account Managers, Inside Sales Representatives, and Channel Managers to support the Resellers and their customers in getting the products that best meet their needs. Like all our salespeople, Panasonic Connect's Account Managers are full-time employees, however, they work out of their homes in the territory that they support, so they can quickly assist Resellers and their customers in person. Additionally, each of our territories is supported by a Field Engineer that also works out of their home to be able to provide quick service and support if needed. Please see the uploaded PDF in the "additional documents" zipped folder, Panasonic Connect Sales Organizations, to see how territories are laid out and supported.	*
27	Dealer network or other distribution methods.	Panasonic Connect N.A. has over 1300 Panasonic Authorized Resellers that can sell the proposed products across the nation. Working with Panasonic Professional Services Group, our Resellers can assure delivery and service commitments are met. Panasonic Authorized Resellers are not owned, operated, or employed by Panasonic; they are usually small business located near the customers they serve.	*

28	Service force.	Panasonic's Professional Services Group is based in Overland Park, Kansas. The 25,000 square foot facility is Panasonic-owned and its employees are Panasonic employees. A satellite office with 150,000 square feet is also maintained in Memphis, Tennessee. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of these two facilities with TOUGHBOOK laptops and tablets handled by our Kansas facility and TOUGHBOOK handheld devices handled by our Tennessee facility. The centralized location of these two locations ensures quick return on warranty repairs. Panasonic Connect Professional Services Group has two different phone lines: Technical Support can be reached at 1-800-Laptop5 and is open 24 hours a day, 7 days a week, 365 days a year. Calls focus on trouble shooting and repairs. Customer Service can be reached at 913-685-8855. It is available workdays, Monday through Friday, 6:30am – 6:00pm Central time. Customers can call this number to speak with a live person and check on the status of a repair, any deployment inquiries, and general service information.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Panasonic Connect will only sell its products through Authorized Panasonic Resellers; they are responsible for taking orders, invoicing, and receiving payments. For order processing, Panasonic will maintain a list of contractually approved Authorized Resellers who are allowed to sell off of the Sourcewell contract and can accept orders online, by telephone, or via email. The allowed Panasonic Resellers will have clearly demonstrated the capabilities and the capacity required to service a contract of this size and scope within their respective areas of operation. Each of these Resellers will have comprehensively reviewed all contract requirements and have affirmed both their willingness and capability to participate, as well as their commitment to ensure that the terms and conditions of the contract, and that the expectations of Sourcewell and all agencies participating in the cooperative purchasing program are met with enthusiasm and superlative sales support, marketing, and executive performance. When an order is placed with a Panasonic Authorized Reseller, that order then passes to the Distributor and then to Panasonic Connect for manufacturing at a Panasonic-owned factory in either Japan or Taiwan (both countries are Trade Agreements Act (TAA) compliant). After manufacturing, TOUGHBOOK devices are flown to the United States on commercial transport and delivered to the appropriate service center. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of two U.S.-based Panasonic-owned ProServices Centers. TOUGHBOOK laptops and tablets are deployed from our Center in Kansas City, Kansas, and TOUGHBOOK handheld devices are deployed from at our Center in Memphis, Tennessee. After configuration, devices are shipped from the appropriate facility via FedEx 2nd day air to the customer-designated location. However, if there are over 40 units in the order, then we palletize the devices and ship them via 3-5 day transport. Deliveries will be made to the designated location, whether that is the agency's front desk or to an installation team, however, if palletized, the chosen reseller may need to receive the shipment and deliver devices to the customer's desk.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Panasonic is now one of the only OEM rugged PC manufactures who own and operate our own U.S.-based service repair centers. Customer service surrounding an order, invoice and/or payment should go directly to the Panasonic Authorized Reseller providing the sale. For customer service about warranty, repair, and repair status, call the Panasonic Professional Services Group – aka “ProServices” – at 913-685-8855, Monday through Friday, 6:30am – 6pm Central Time. The ProServices Technical Support can be reached 24 hours a day, 7 days a week, 365 days a year at 1-800-LAPTOP5. Panasonic Connect ProServices strives to ensure requests are handled immediately and meet our very high standards. For instance, all phone calls and chat instant messages are to be answered by a live person (we don't have voicemail), 24 hours a day, within 60 seconds or less; and all email inquiries are to be responded to within one hour. The ProServices team is very concerned about providing the best possible service so they track their response times accordingly. For instance, the standard is that a caller should be speaking with a live person within 60 seconds of calling. Currently, the ProServices team answers an average of 6000 calls per month for TOUGHBOOK users. 90% of calls are answered within 60 seconds or less with the actual wait time averaging only 25-30 seconds. Another measurement monitored is abandoned calls, meaning how many callers phone in but then hang up before speaking to a live person. ProServices standard to ensure that less than 5% of calls are abandoned. Currently abandoned calls have averaged only 2% over the last 9 months. Of course repair turnaround is a key performance indicator. ProServices averages two business days for a typical TOUGHBOOK device repair. This combined with free 2nd day shipping for in-warranty repairs helps return users to full productivity quickly.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With over 1300 Panasonic Authorized Resellers across the nation, including Alaska, Hawaii, and its territories, Panasonic Connect North America is able and willing to provide our products and services to any Sourcewell participating entity in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this point, Panasonic Connect N.A. cannot provide products and services to Sourcewell participating entities in Canada. However, given the opportunity, Panasonic Connect North America may be able to align with our PNA-affiliate, Panasonic Canada Incorporated, and add them to our contract so that they may provide the proposed products and services to Canada participating entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	At this point, Canada is the only geographic area that will not be served with the proposed contract. However, given the opportunity, Panasonic Connect N.A. may be able to align with our PNA-affiliate, Panasonic Canada Incorporated (PCI), to provide coverage for that geographic area as well.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A. Panasonic Connect is prepared to sell to any participating entity within the United States that chooses to use the Sourcewell contract. The other cooperative purchasing contracts we participate on do not restrict us from promoting another contract. *	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Normal shipping for deployment and warranty service is provided to Hawaii and Alaska, however, shipping to / from US Territories for deployment and warranty service may require an additional charge that will be determined at time of sale and included with the applicable deployment service SKU for the product.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Panasonic's executive leadership is committed to the examination of customer needs and the development of new solutions addressing these needs. To this end, Panasonic is including new customer-focused solutions that are peripheral to our mobile computing technology. Within the first 10 days of award, Panasonic's sales leadership will announce the contract award and note Sourcewell as the initial contract vehicle offering these new solutions. The Sourcewell contract will be used as our first and primary go-to-market strategy for new ruggedized computers, peripheral equipment, and peripheral solutions for public agencies and education institutions across the country. During the first 90 days of the contract, Panasonic will promote sales of the latest

solutions and mobile computing and peripheral equipment/accessories across all public safety, K-12, and higher education verticals. In preparation, Panasonic's Contract Manager will train all sales team members and authorized contract resellers on the terms and conditions of the Sourcewell contract, products/solutions offered, and contract pricing. Panasonic's Contract Manager also will train resellers on the mandatory quarterly reporting and administrative fee payment to ensure all sales are captured.

The Panasonic sales team, including inside sales team members, territory account managers, area sales representatives, and all selected resellers will be introduced to the Sourcewell teams, including those working in the K-12, higher education, and public sector verticals. All sales team members also will be registered as users of the Sourcewell Supplier Portal and trained on its use. Panasonic will use the portal's search functionality to leverage key data to further progress leads.

During the first 90 days, Panasonic will work with Sourcewell to develop a targeted marketing campaign for each of the different verticals. Initial campaigns will focus on the recently introduced fully rugged TOUGHBOOK FZ-40 clamshell, as well as such peripherals as indoor and outdoor digital signage and our new lecture capture solutions. Panasonic will identify the largest target audience for these marketing efforts, pull key data points to support the selling cycle, and distill data for monitoring future improvements.

Panasonic's initial marketing campaigns will include a mix of social media, email drips, website links, case studies, and limited time promotional discounts. After the first 90 days, we can continue to build on this initial summary plan by working with our nationwide sales team and our designated authorized reseller partners.

The Panasonic Connect sales and marketing teams, in collaboration with our designated authorized reseller partners and (where applicable) the Sourcewell Marketing representative(s), will compose and coordinate the following marketing campaigns:

- Customized, co-branded flyers to promote the Sourcewell contract.
- Creation and distribution of an initial co-branded press release concerning contract award/availability and continuing contract advertisements to trade publications.
- Social media awareness campaigns directing customers to the new Panasonic Sourcewell web portal to learn more about the contract and contact us if interested.
- Call campaigns by Panasonic Authorized Resellers to reach out to customers to inform them of the contract and any promotions.
- Customer visits (in person and via teleconference) from Panasonic's Channel Managers and Territory Account Managers to evangelize the contract.
- Reseller partners outbound program to their customers.
- Webinars to educate and inform Panasonic resellers on how best to utilize the new Sourcewell contract.
- Conference calls and webinars to educate customers on the value proposition of the contract.
- Participation on Advisory Councils with customers to promote contract awareness.
- Offer demo units to customers for no-cost product evaluations, if applicable.
- Email campaign, blogs, and social media engagement by Panasonic Connect Channel Managers and Territory Account Managers.
- Case studies with specific end-user solutions.

Panasonic's dedicated Sourcewell Contract website will include:

- Sourcewell standard logo
- Copy of original Request for Proposal
- Copy of Sourcewell master contract and all amendments between the Principal

Procurement Agency and Panasonic Connect North America

- Summary of products and pricing
- Marketing materials
- Electronic link to Sourcewell's website, including the online registration page
- Other Sourcewell contact information

The Panasonic Connect sales/reseller and contracts teams also will attend/participate in local, regional, and national trade shows, including:

- State Technology Forums
- Digital Government Summits
- Government IT Symposiums
- LEIM
- CACP Annual Conference
- National Sheriffs (NSA)
- Police Security Expo (PSE)
- Fire Chiefs Summit
- CJIS Annual Training
- Fire Rescue (FRI)
- NIGP Annual Forum
- Urban Shield
- COPSWEST
- IACP

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Panasonic Connect has a strong online presence with social media posts regularly made on various sites such as LinkedIn, Instagram, etc. We also have a robust public relations program regularly featuring our products in industry blogs.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Panasonic would expect Sourcwell to include our logo in its advertising or contract directory, as well as provide the opportunity to provide content to The Source quarterly publication. The Panasonic sales team, including inside sales team members, territory account managers, area sales representatives, and all selected resellers will be introduced to the Sourcwell teams, including those working in the K-12, higher education, and public sector verticals. All sales team members also will be registered as users of the Sourcwell Supplier Portal and trained on its use. Panasonic will use the portal's search functionality to leverage key data to further progress leads. Panasonic sales team will use Sourcwell to help agencies simplify their procurement process. The availability of the contract will be a key talking point with prospects. The Panasonic Connect sales/reseller and contracts teams also will attend/participate in local, regional, and national trade shows as highlighted in Question 36 above, further providing the opportunity to evangelize the Sourcwell contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Panasonic Connect, via its Professional Services Group's Consulting Services, can provide optional training designed to meet a participating entity's specific needs. Panasonic engineers have years of experience in a wide range of industries and deployments, and will work closely with your IT team, both pre- and post-sale, to deploy the solution that addresses your specific challenges. All Panasonic customers have access to our 24/7 help desk, as well as a team of field service engineers for more complex issues. Consulting services include: • Infrastructure assessment. Panasonic ProServices can evaluate your current IT setup — including imaging processes, networks, encryption, and endpoint security—and make recommendations to provide a successful TOUGHBOOK deployment with optimized performance. • Product selection. Panasonic's ProServices team can help select the right device for your needs, making sure users have the capabilities they need and equipment that offers the durability and reliability to support a high-performing team in even in the harshest conditions. • Worker ride-along. Our experts can go on site to observe firsthand how users use their devices at the job site or in the vehicle to help validate what device is best suited for the job. They can also recommend process improvements and mounting solutions to facilitate productivity and comfort. • Image consulting. Once the right product is selected, we can review your image creation process. We can help fine-tune the image, recommend Microsoft® best practices, and identify any dependencies required for their application suite. Finally, following this review, we create and test the image for operating system or driver issues, finalizing an optimal image for production. • IT staff augmentation. Our experts can extend IT staff resources by helping the customer design and deploy new technology, including device configuration, mobile applications, and integration into the existing IT infrastructure. Panasonic can provide short-term or long-term staff augmentation contracts that enable Panasonic employees to implement recommendations onsite. • Training. Panasonic can train your IT staff on basic functions such as managing wireless connections, screen calibration, battery management, and mobility software applications. We also can provide device and in-vehicle mount installation training that allows the customer to fine-tune their user experience (screen brightness, touchscreen sensitivity and calibration, and cellular and Wi-Fi usage). • Custom software development and integration. With new operating systems like Android® and new mobile technology, a common challenge is how to migrate and integrate these with existing systems. Panasonic experts can utilize our Rapid Application Development platform to develop and deploy a new Android-based mobile application solution and integrate the solution into existing systems. Please refer to the to the uploaded Panasonic Services Collateral zip drive for more information.
41	Describe any technological advances that your proposed products or services offer.	Panasonic is known for high quality products. In 1996, we introduced the rugged computing category with our TOUGHBOOK branded laptop built for the Navy Seals. Since then, we have built that brand to include an extensive list of rugged and semi-rugged laptops, 2-in-1's, tablets, and handheld computing devices. What makes TOUGHBOOK different? We design and test our devices to military standards so that they withstand harsh environments and ensure our products work when they are supposed to - for the people that need them to work in life threatening situations. Combined with software and services, our mobile computers keep pace with the needs of organizations across a range of industries, providing innovation that continues to set the standard for durable, reliable, purpose-built hardware. Backing our devices are the strongest warranties in the business, industry-leading management software and the ProServices team, a U.S.-based network of engineers, industry experts and repair centers. Panasonic Connect is committed to working closely with Sourcewell participating entities to plan, test and deploy the right mobile technology for their actual working environment, to keep running with the least amount of disruption. Panasonic Connect proposed Audio-Visual equipment helps create amazing visual experiences designed for specific applications—ranging from solutions for worship, education and the workplace to live events, retail, and TV and broadcast studios. We provide the products, software, expertise, and support to help Sourcewell participating entities bring their creative vision to life. With our suite of solutions, they can easily capture, orchestrate, and deliver transformative shared experiences from start to finish. Our flexible and reliable hardware and software are engineered to work seamlessly together or integrate easily with existing audiovisual equipment. Please refer to the uploaded Panasonic Product Collateral in the zipped drive for more information.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Ahead of many other companies, Panasonic set forth its own Environmental Charter in 1991. We believe that to be a company that leads the way in addressing environmental issues, we must continue taking proactive steps from a variety of perspectives, including minimizing the damage to the environment by our products and services and reducing the amount of energy we use in our production activities. Panasonic Corporation's Environmental Statement: Fully aware that humankind has a special responsibility to respect and preserve the delicate balance of nature, we at Panasonic acknowledge our obligation to maintain and nurture the ecology of this planet. Accordingly, we pledge ourselves to the prudent, sustainable use of the earth's resources and the protection of the natural environment while we strive to fulfill our corporate mission of contributing to enhanced prosperity for all. Panasonic Corporation's Environmental Action Guidelines: Toward achieving a sustainable society, we will strive to develop our business through the creation of environmental value. For this purpose, we will address environmental challenges through our business activities and will expand our environmental initiatives based on collaboration with stakeholders. (1) Initiatives to address environmental challenges - We will reduce CO2 emissions through production activities and products/services. - We will work to efficiently use resources by pursuing Recycling-oriented Manufacturing. - We will conserve water resources through efficient use of water and prevention of contamination. - We will reduce the impact of chemical substances on human health and the environment. - We will consider and conserve biodiversity. (2) Initiatives based on collaboration with stakeholders - We will provide products and services that create environmental value for customers with our technical strengths. - We will expand our environmental contributions with our partner companies. - We will deepen communications with local communities and work as a team to address environmental challenges. By our fiscal year 2031, Panasonic globally has committed to achieve net zero in-house emissions. To see more about our commitments and our plans, please visit: https://holdings.panasonic/global/corporate/sustainability.html
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43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Panasonic is a huge advocate of the ENERGY STAR program. The ENERGY STAR program sets high standards designed to save energy, save money and help protect the environment for future generations. All of our products are ENERGY STAR rated and we have been a partner of the program since 2010. In March of 2020, Panasonic of North America was recognized as the 2020 ENERGY STAR Partner of the Year. This is a Sustained Excellence Award for continued leadership and superior contributions to ENERGY STAR. Panasonic's accomplishments are recognized by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). The proposed Panasonic TOUGHBOOK laptops and tablets are also all EPEAT Bronze certified; they are listed here: https://epeat.net/computers-and-displays-search-result/page-1/size-25?manufacturerId=341 Regarding life-cycle design, Panasonic is introducing the idea of the circular economy and moving forward in efforts to promote effective utilization of resources and maximization of customer value. The circular economy activities we promote have two aspects: 1) creation of circular economy businesses, and 2) evolution of recycling-oriented manufacturing. In the United States and Canada, Panasonic continues to play a leadership role in developing recycling infrastructure across, mainly through MRM (Electronic Manufacturers Recycling Management Company, LLC), which we joined with Sharp Electronics Corporation and Toshiba America Information Systems Company to establish in 2007. MRM is tasked with bringing manufacturers together into a collaborative effort to provide convenient and environmentally sound collection and recycling to consumers. MRM now provides collection and recycling for over 40 manufacturers, including Panasonic. The cumulative total of collection by MRM has exceeded 1 billion lbs. (1.13 billion lbs. approximately 511,000 tons) since its inception in 2007. MRM Recycling: MRM provides turn-key assistance to manufacturers in complying with the many state producer responsibility requirements for electronic waste (ewaste). Manufacturers can participate with MRM to comply with the regulatory requirements in the various states and can also take advantage of MRM's National Mailback Recycling Program to have an immediate consumer recycling program that provides environmentally responsible recycling opportunities for their consumers across the country. • MRM sets up and runs recycling programs in states with ewaste laws. MRM ensures that all programs are approved and in compliance, vets ewaste recyclers to ensure they use environmentally responsible recycling techniques and end markets, and provides ongoing assistance to all companies participating with MRM. • MRM tracks compliance deadlines, provides relevant information to manufacturers to use when filing all state forms and registrations, reports recycling results for companies wherever possible and provides step-by-step instructions for reporting and registrations, and handles all interactions with various state regulatory agencies to ensure plan approval. Recycling Service Panasonic Connect's convenient end-of-life service disposes of your retired devices in an environmentally responsible way. To obtain a shipping label for free recycling of your TOUGHBOOK product, please visit the MRM home page at www.mrmrecycling.com and click on "Mail back your product" under "Recycle now". Or call MRM at (888)769-0149. If you wish to recycle just your battery, please visit the Call2Recycle home page at https://www.call2recycle.org and click on "Where to Recycle" under "Recycling 101". If you are a recycling company and need instructions for proper recycling of Panasonic Mobility products please call 1-800-LAPTOP-5. Recycling Standards MRM works with a small group of environmentally responsible recyclers to ensure that all material recycled in the MRM program is managed in an environmentally responsible manner. 100% of the electronics in MRM's electronics recycling program are recycled by Third Party Certified Recyclers. All recyclers are either eStewards Certified, R2 certified, or both.
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44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Panasonic Corporation, as a publicly held company, does not qualify for the business certifications noted in this question. However, Panasonic actively promotes the usage of such designated businesses in our supply chain as well as in the recruitment of Authorized Panasonic Resellers.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Panasonic invented the rugged computer category in 1996 with the introduction of the TOUGHBOOK brand of laptops, built for the Navy Seals. We are the market leader in this space and manufacture the highest quality and most tested devices to those workers whose lives depend on the equipment they use. Law Enforcement agencies across the nation rely on TOUGHBOOK computers to help them get home safe to their family. In addition to leading-class hardware, our Professional Services Organization is owned by Panasonic and based in the United States. They provide unsurpassed services in software configuration, deployment, repair, call center, warehousing, asset management, etc., for agencies that demand 24-hour support, 365 days a year, with a live person.	*

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Panasonic standard warranties cover the replacement of parts and labor costs due to defects in materials or workmanship which occur during normal use. A device that fails to operate during the warranty period and in accordance with the standard warranty, will be repaired and returned with no cost for labor, parts, or shipping. Please see the zip file with Panasonic Warranty Collateral which details the specifics for each proposed product category. Third-Party warranties with our Strategic Alliance Hardware and Software Partners are clearly established and communicated as part of the partnership agreement. Panasonic will help facilitate warranty service as a pass-through from the Third-Party manufacturer.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Panasonic standard warranties cover the replacement of parts and labor costs due to defects in materials or workmanship which occur during normal use. Warranties do not cover failures or defects that are caused by fire, intentional acts, loss, theft, improper maintenance, modification, or service by anyone other than a Panasonic Authorized Service Provider, or damage that is attributable to events outside of human control or activity ("Acts of God").	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Panasonic's standard warranty does not cover technicians' travel time and mileage. Under most warranties, a customer may call Technical Support for an RMA and receive a shipping label from Panasonic to return their device to the Panasonic Professional Services Group for warranty repair. A device that fails to operate during the warranty period and in accordance with the standard warranty, will be repaired and returned with no cost for labor, parts, or shipping. If desired, a customized warranty program may be designed for a participating entity that would include on-site service. We encourage customers to work with their Panasonic Authorized Reseller to determine enhanced warranty options offered by Panasonic Connect.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All geographic regions of the United States (Canada is not applicable at this time) can access a Panasonic Certified Technician by shipping their device to the Panasonic Professional Services Group for warranty repair. Panasonic will provide the shipping label when the customer calls the Technical Support line to receive their RMA.	*

50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third-Party warranties with our Strategic Alliance Hardware and Software Partners are clearly established and communicated as part of the partnership agreement. Panasonic will help facilitate warranty service as a pass-through from the Third-Party manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Panasonic is a build-to-order manufacturer therefore Panasonic Connect does not allow returns. Because of this, very few of our Authorized Resellers take returns. Some resellers will allow returns if the package is unopened, however, may charge a 15-20% restocking fee. An agency should work directly with their chosen Panasonic Authorized Reseller to resolve any product issues and Panasonic Connect will assist as best as possible.	*
52	Describe any service contract options for the items included in your proposal.	Panasonic Connect offers many service contract options that can extend or enhance the standard warranty. (Please see the uploaded zip file with Panasonic Warranty Collateral for the ProServices Brochure.) - Extended warranty. Extend your Standard warranty up to two additional years, stretching coverage to match your refresh cycle. Extending your warranty delivers peace of mind, uninterrupted worker productivity and significant reduction in out-of-warranty repair costs and IT workload. ENHANCED WARRANTIES FOR TOUGHBOOK DEVICES - Protection Plus (accidental damage coverage) augments our Standard warranty with no-fault accident protection. Protection Plus covers one major repair each year. And in cases when the damage is beyond repair, we will replace the entire device. With Protection Plus, your workers experience minimal disruption, and your IT staff doesn't get sidetracked with unexpected repairs. This helps you develop predictable budgets for entire projects without surprises. - Ultimate Care warranty is designed for organizations that operate in extremely challenging environments or wish to minimize risk for their mobile devices, this warranty offers the ultimate peace-of-mind coverage for unlimited device breakage. With Ultimate Care, you are covered for repairs (shipped overnight to and from our National Service Centers) or replacement of all major computer parts at no additional cost. This service can be customized to provide service-level guarantees for dead-on-arrival devices, help-desk waiting time, repair turnaround and even unit failure rates. - Smart Battery warranty covers one of the most common sources of downtime (and frustration) for field workers is a drained battery. Our Smart Battery warranty monitors battery capacity so you are prepared to switch it out when you need to, eliminating overnight emergency replacements and keeping workers productive with fresh, new batteries. - Hard Drive No Return warranty. If your security policies dictate that you cannot return a hard drive for repair or replacement, you can keep your faulty drive and Panasonic will send you a replacement unit. You maintain complete control of your sensitive data at all times, as well as compliance with CJIS or HIPAA requirements. SPECIALIZED REPAIR SERVICES 24-Hour Hot Swap exchange. Get overnight delivery of a TOUGHBOOK laptop, tablet or handheld if a unit fails. Instead of waiting for a repair, you're immediately sent a device from an inventory of customer-owned, pre-imaged computers stored at our National Service Centers. Meanwhile, you send your damaged unit to Panasonic; we then repair it and place it back into your on-demand inventory.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email, and accept payment via EFT. Some resellers accept credit cards but may charge a processing fee.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Panasonic Connect works with 3rd party companies to offer Financing or Leasing options that can be customized to an agency's needs. A customer should work directly with their Authorized Panasonic Reseller who will work with their Panasonic Account Manager to get details.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email. All terms and conditions are detailed in our warranty documentation. If desired, Panasonic Connect Professional Services Group can provide a Service Level Agreement customized to a participating entity's needs. These documents are considered proprietary and therefore a sample cannot be provided at this time.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email. Any cost associated with the use of the P-Card will be determined by the Reseller of choice.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *																																
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Panasonic Connect's pricing model is based on the product category discounts as noted below in line item 58. Also, please refer to the uploaded Excel spreadsheet file, Panasonic - Sourcewell Law Enforcement Price List. This document shows individual line items with skus, discounts, and pricing.																																
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<table><thead><tr><th>PRODUCT CATEGORY</th><th>DISCOUNT % OFF MSRP</th></tr></thead><tbody><tr><td>Fully Rugged TOUGHBOOK</td><td>16%</td></tr><tr><td>Semi-rugged TOUGHBOOK</td><td>13%</td></tr><tr><td>TOUGHBOOK Tablet/2-in-1</td><td>12%</td></tr><tr><td>TOUGHBOOK Handheld</td><td>9%</td></tr><tr><td>TOUGHBOOK Accessory</td><td>11%</td></tr><tr><td>TOUGHBOOK Service</td><td>0%</td></tr><tr><td>Pro AV/Pro Audio</td><td>10%</td></tr><tr><td>Pro AV Accessory</td><td>10%</td></tr><tr><td>Pro AV Service</td><td>0%</td></tr><tr><td>Display</td><td>16%</td></tr><tr><td>Display Accessory</td><td>10%</td></tr><tr><td>Display Service</td><td>0%</td></tr><tr><td>Projector</td><td>38%</td></tr><tr><td>Project Accessory</td><td>5%</td></tr><tr><td>Projector Service</td><td>0%</td></tr></tbody></table>	PRODUCT CATEGORY	DISCOUNT % OFF MSRP	Fully Rugged TOUGHBOOK	16%	Semi-rugged TOUGHBOOK	13%	TOUGHBOOK Tablet/2-in-1	12%	TOUGHBOOK Handheld	9%	TOUGHBOOK Accessory	11%	TOUGHBOOK Service	0%	Pro AV/Pro Audio	10%	Pro AV Accessory	10%	Pro AV Service	0%	Display	16%	Display Accessory	10%	Display Service	0%	Projector	38%	Project Accessory	5%	Projector Service	0%
PRODUCT CATEGORY	DISCOUNT % OFF MSRP																																	
Fully Rugged TOUGHBOOK	16%																																	
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TOUGHBOOK Tablet/2-in-1	12%																																	
TOUGHBOOK Handheld	9%																																	
TOUGHBOOK Accessory	11%																																	
TOUGHBOOK Service	0%																																	
Pro AV/Pro Audio	10%																																	
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Display Accessory	10%																																	
Display Service	0%																																	
Projector	38%																																	
Project Accessory	5%																																	
Projector Service	0%																																	

59	Describe any quantity or volume discounts or rebate programs that you offer.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. While Panasonic sets the "not to exceed" price with this contract, each Reseller is able to offer better pricing through quantity or volume discounts, or other types of incentives, based on their own business model and the competitive environment in their locality.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Panasonic Connect offers the products of its Strategic Alliance Hardware and Software Partners on our price list with their own SKUs, pricing, and applied discounts. If another product is desired to be added to the price list and is approved by our Product Managers, it, too, will be given its own SKU and priced accordingly. Please refer to the uploaded Excel spreadsheet file, Panasonic - Sourcewell Law Enforcement Price List.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs associated with the normal acquisition of our products have been addressed. Special circumstances that might affect pricing would include a rush delivery, requiring delivery on a Saturday, delivering to a unionized facility, and delivering to U.S.Territories. All participating entities should work closely with their Panasonic Authorized Reseller to ensure any potential abnormalities with their order that might affect the total cost of the acquisition have been addressed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard delivery shipping is included with the purchase of a Panasonic TOUGHBOOK device. Standard delivery covers the continental United States, Alaska, and Hawaii. Standard shipping provides FedEx 2nd day delivery. However, if an order contains over 40 devices, the order will be palletized and sent via 3-5 day shipping. Next day delivery is available if needed (for instance to make a deadline for a grant), however, the customer may incur shipping charges. Standard shipping and delivery occurs on normal workdays, Monday through Friday, avoiding Federal holidays. Saturday deliveries may be arranged but would be considered a special case and may incur additional service fees.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard delivery shipping is included with the purchase of a Panasonic TOUGHBOOK device. Standard delivery covers the continental United States, Alaska, and Hawaii. Shipping to US Territories may incur an additional fee. Canada is not included in the proposal at this time. Standard shipping provides FedEx 2nd day delivery. However, if an order contains over 40 devices, the order will be palletized and sent via 3-5 day shipping. Next day delivery may be available if needed (for instance to make a deadline for a grant), however, the customer may incur shipping charges. Standard shipping and delivery occurs on normal workdays, Monday through Friday, avoiding Federal holidays. Saturday deliveries may be arranged but would be considered a special case and may incur additional service fees.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Panasonic Professional Services Group offers consulting services and can custom-tailor desired delivery methods or options. Participating entities desiring this service should work with their chosen Panasonic Authorized Reseller and Panasonic Account Manager to reach out to the ProServices team for a quote.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Due to government regulations, Panasonic is not allowed to offer better discounts than those offered on other cooperative procurement contracts. However, our resellers are free to offer additional discounts to customers that choose to buy off the Sourcewell contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon award, Panasonic Connect will set up a website similar to what we have done for other cooperative procurement contracts as found in the drop down menu here: https://na.panasonic.com/us/government-contracts . Please click on the down arrow just to the right of the term, Government Contracts v, and that will show you all the websites we have created for the cooperative procurement contracts we hold. On this site, we will provide contract details and pricing, which can be used by Sourcewell participating entities to audit pricing and ensure compliance with the Master Agreement terms. To ensure we and or our Authorized Resellers submit the proper administrative fee to Sourcewell depends on the Resellers that are authorized to sell on the Sourcewell contract, properly report their sales as scheduled. This will be monitored via Panasonic's Salesforce entries to ensure sales are properly reported.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The primary metric for success will be sales through the contract. If sales are made through the Sourcewell contract and then grow year over year, then the contract will be considered successful by Panasonic Connect.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Panasonic Connect proposes and administrative fee of 1% that will be paid by us or reseller for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. We understand this fee is typically calculated as a percentage of our sales under the Contract.

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

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	In addition to what is written below, please refer to the uploaded product and service collateral in the zipped folder. Panasonic Connect is pleased to offer its award-winning TOUGHBOOK line of rugged computing devices as well as its Professional Audio-Visual Equipment that are used in conjunction with the rugged devices by Law Enforcement professionals across the United States. From military bases to patrol cars, on the shop floor or in a lab, on the road or in the field, Panasonic is helping to keep organizations moving forward. Engineered to withstand drips, drops, dust and grime TOUGHBOOK® computers thrive and survive in the hardest of environments. Panasonic is committed to delivering mobile computing solutions that help participating entities get the job done, wherever it takes them. • Select TOUGHBOOK mobile devices go beyond the standard safety testing to achieve Hazardous Locations Class 1 Div 2 certification¹, TPM 2.0 and are TAA compliant, approved for government deployment. • Panasonic and its partners design a wide assortment of heavy-duty docks, mounts and other peripherals including barcode readers, printers and mag-strip readers—to expand and enhance the TOUGHBOOK capabilities. • Panasonic values keeping backward compatibility to allow customers to save the expense and hassle of replacing vehicle docks every time a new model is introduced. • Panasonic is the only major manufacturer that designs, builds and tests its mobile devices in its own factory—allowing quality control, consistency and parts availability to be monitored every step of the way. Panasonic devices are over five times more reliable than the average laptop used by businesses across America. And not only are TOUGHBOOK units purpose-built to withstand extreme mobile environments, but they have the exclusive Panasonic ProServices support team standing behind them. To help ensure uninterrupted worker productivity and efficiency, Panasonic offers support and services throughout the lifecycle of your mobile computing device. Panasonic ProServices for TOUGHBOOK include: • Pre-deployment consulting • Engineering design and field engineering expertise • Deployment services (imaging, asset tagging, etc.) • Warranty coverage and maintenance services Also included with our proposal as accessories to the TOUGHBOOK rugged computer devices are Panasonic Connect Professional Audio-Visual equipment. Panasonic's ProAV devices and displays help create amazing visual experiences designed for specific applications—ranging from solutions for worship, education and the workplace to live events, retail, and TV and broadcast studios. We provide the products, software, expertise, and support to help Sourcewell participating entities bring their creative vision to life. With our suite of solutions, they can easily capture, orchestrate, and deliver transformative shared experiences from start to finish. Our flexible and reliable hardware and software are engineered to work seamlessly together or integrate easily with existing audiovisual equipment.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Panasonic Connect has the following subcategory titles: Fully Rugged Laptop Semi Rugged Laptop Rugged Tablet Rugged Handheld TOUGHBOOK Accessories TOUGHBOOK Service Display Display Accessory Display Service Projector Projector Accessory Pro AV Camera Pro Audio Pro AV Accessory Pro AV Service

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

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

Line Item	Category or Type	Offered	Comments	
71	Law Enforcement duty gear	☒ Yes ☐ No	TOUGHBOOK devices are used by Law Enforcement personnel across the country in their every day duties.	*
72	Traffic safety enforcement equipment, devices, and instruments	☒ Yes ☐ No	TOUGHBOOK tablets and handheld devices are used by Law Enforcement personnel across the country for traffic safety enforcement.	*
73	Crime scene management and evidence collection equipment and supplies	☒ Yes ☐ No	TOUGHBOOK laptops, tablets and handheld devices are used by Law Enforcement personnel across the country for crime scene management and incident reporting.	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	☒ Yes ☐ No	TOUGHBOOK handheld devices are used by Law Enforcement personnel as tactical equipment.	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	☒ Yes ☐ No	Panasonic Connect Professional Services Group offers services that relate to the use of our TOUGHBOOK devices.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Panasonic - Sourcwell Law Enforcement Price List.xlsx - Wednesday August 31, 2022 11:54:40
 - [Financial Strength and Stability](#) - Panasonic Financial Strength and Stability Documents.zip - Wednesday August 31, 2022 11:56:32
 - [Marketing Plan/Samples](#) - Panasonic Sourcwell Sample marketing piece.pdf - Wednesday August 31, 2022 12:02:13
 - [WMBE/MBE/SBE or Related Certificates](#) - EQUAL PAY CERTIFICATE PANASONIC SYSTEM SOLUTIONS COMPANY OF NORTH AMERICA.pdf - Wednesday August 31, 2022 12:02:44
 - [Warranty Information](#) - Panasonic Warranty Collateral zipd.zip - Wednesday August 31, 2022 12:04:32
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Panasonic Additional Documents zipd.zip - Wednesday August 31, 2022 12:10:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Regina Tokar, Vice President, Business Operations, Panasonic Connect North America, Division of Panasonic Corporation of North America

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	☒	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	☒	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	☒	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	☒	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	☒	2



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Purchase Order with Scientel Solutions, for the Equipment and Services to Provide the Infrastructure, Cameras, and Video Management for the Bloomington Ice Arena and Lincoln Parking Facilities, in the Amount of for \$269,325.81, as requested by the Information Technology Department and the Information Technology Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: Improving safety and security at the Bloomington Ice Arena and Lincoln Parking Garages is a priority project for the City. Surveillance cameras coupled with a robust video management system, will serve as important deterrents to criminal activity, aid in safety monitoring, and furnish valuable evidence in case of incidents. Instances of vandalism, theft, and other unlawful activities in or around these facilities have increased the urgency of improving security measures, and important to safeguard both visitors and public property.

Ensuring comprehensive camera coverage across both parking decks increases our ability to monitor these areas, especially during high-traffic periods, enhancing situational awareness and response capabilities. Additionally, this equips the City with additional evidence to effectively address and prosecute any illicit behavior.

After discussing with several vendors for this project, we've found that Scientel Solutions, which will provide hardware compatible with our current camera system and infrastructure, stands out as the most suitable choice. They have a proven track record of delivering exceptional service and support, as demonstrated by their successful completion of similar projects for the City in the past. Additionally, their quote for this project is the most cost-effective option available. Given that we already rely on Scientel Solutions for monitoring and maintaining our existing cameras, choosing them for this project will ensure a unified support structure going forward. Therefore, we recommend selecting Scientel Solutions as the vendor for this turnkey project.

It should be noted that \$250,000 of the project cost will be paid through a grant from the

State of Illinois.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a Fiscal Year (FY) 2025 budget item. If approved, the City will enter into an agreement with Scientel Solutions, in the Amount of \$269,325.81. A total of \$295,000 is included in the FY 2025 Budget for the project. This will be paid from the Capital Improvement Fund-Buildings account (40100100-72520). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 62, 66, 156, 175, 195, and 196.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Craig McBeath, IT Director

ATTACHMENTS:

[IT 2B Quote - Scientel Solutions](#)

Scientel Solutions LLC

2021 N. Eola Rd.
Aurora, IL 60502

Submitted To:

City of Bloomington, IL
Craig McBeath
cmcbeath@cityblm.org
Phone: (309) 434-2257

Quote #:

Date: 04/09/2024

Expires: 05/08/2024

Submitted By:

Scientel Solutions LLC
Glenn Luckman
gluckman@scientelsolutions.com
Phone: (312) 877-4280

Quote Name: Bloomington Ice Arena & Lincoln Parking Garage Camera Project

Quote Description: Scientel Solutions LLC (Scientel) has prepared this quote for the City of Bloomington, IL (Bloomington) for the equipment and services to provide the infrastructure, cameras, and video management system for the Bloomington Ice Arena and Lincoln Parking Garage. Scientel will provide the following scope of services under this quote:

Design Services: Scientel's Camera Designs can be found in **Appendix A** at the end of this Quote.

Project Kickoff / Detailed Design Review:

- Scientel will provide a Project Manager to oversee the project entirely, including scheduling project kickoff, ordering of equipment, scheduling of technicians, and arranging the installation process.
- Finalize camera design and obtain Bloomington sign off.
- Document IP Plan for camera implementation.
- Confirm equipment locations and any power requirements.
- Determine facility access requirements and work hours
- Develop Acceptance Testing Plan for all phases of each implementation to determine success/fail criteria.
- **Deliverable:**
 - Detailed Design Review Document encompassing above items.

Procurement: Scientel will provide the following equipment & materials for this quote:

Lincoln Garage Equipment & Materials	Qty
Required Cabling & Conduit Infrastructure	
AXIS Q1786-LE (Entry Exit Lanes-LPR) w AXIS T1602-E Conduit Back Box	
AXIS M4318-PLVE w AXIS T94S01P Conduit Back Box	
P3267-LVE w AXIS T94S01P Conduit Back Box	
AXIS P3737-PLE	
AXIS T94N01D Pendant Kit	
AXIS T91H61 Wall Mount	
AXIS T91A64 Corner Bracket	
Required Mounting Hardware & Misc. Materials	

Ice Arena Equipment & Materials		Qty
Required Cabling & Conduit Infrastructure		
AXIS Q1786-LE (Entry Exit Lanes-LPR) w Axis T1602-E Conduit Back Box		
AXIS P4707-PLVE w AXIS TP4601-E Conduit Back Box		
AXIS M4318-PLVE w AXIS T94S01P Conduit Back Box		
AXIS P3737-PLE		
AXIS T94N01D Pendant Kit		
AXIS T91H61 Wall Mount		
AXIS T91A64 Corner Bracket		
Required Mounting Hardware & Misc. Materials		

Staging & Installation Services:

- Scientel will receive, inspect, label and stage all equipment at our offices in Aurora, IL.
- Scientel will work with Bloomington's POC to schedule access for installation.
- Scientel will provide and install all required conduit and cabling infrastructure per the approved camera design from the detailed design review.
- Scientel will provide, install, mount, aim/focus all cameras per the approved camera design.

Closeout Services:

- Scientel will provide Bloomington with a closeout package which will include:
 - Installation photos & testing results
 - Documentation with equipment information such as serial numbers, IP Addresses, login credentials, and warranty information.

Assumptions:

- Scope of work allows for coordinated scheduled deployment and site access, any interruptions to project schedule may be subject to change order.
- All work is to be performed during regular business hours, I.E. 8AM-5PM, Mon-Fri.
- Customer is responsible for any license or permit fees required by local ordinance.
- Bloomington is responsible for all Milestone programming and required camera licensing.
- Bloomington is responsible for all network switching for cameras.
- All pricing excludes shipping and taxes.

Pricing:

Item/Description	Price
Turnkey Equipment & Services – Lincoln Parking Garage	
Turnkey Equipment & Services – Ice Arena Parking Garage	

TOTAL \$269,325.81

Billing Milestones:

- 30% on Purchase Order
- 20% on Detailed Design Review
- 20% on Equipment Delivery
- 20% on Installation Completion
- 10% on System Acceptance

Terms, Conditions, & Acceptance:

Scientel Solutions LLC will accept a written Purchase Order (P.O.) for work. Payment due 30 days after submission of invoice. This quote is valid for 30 days. If the above quote and terms are accepted by the quote recipient, please indicate as requested below. The completed document may be returned to Scientel with the necessary Purchase Order via email at Salesorder@scientelsolutions.com

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with Diamond Vogel Paint for Traffic Line Paint and Beads, in the Amount Not to Exceed \$120,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2a. Better quality roads and sidewalks

BACKGROUND: If approved, the City will enter into an Agreement with Diamond Vogel Paint for the period beginning May 1, 2025, and ending April 30, 2026, with one-year increments, for traffic line paint and beads (Bid #2024-33). The contract term may be automatically extended in one-year increments until April 20, 2029, upon mutual agreement, based upon satisfactory performance, as determined by the Public Works Director and subject to the approval of the City Manager.

Prices will remain firm throughout the contract period each year. In the event Bidder requires a price increase, the City shall reserve the right to solicit quotations and purchase from competitive vendors for the remainder of the contract period. Staff anticipates encumbering \$120,000 in Fiscal Year 2025. The budget in future years will be allocated as needed after mutual agreement.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:15 AM on Friday, February 16, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Diamond Vogel Paint was the lowest responsible bidder among the two bids opened on February 16th. The lowest responsible bidder is a local firm, and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is attached. In the bid submission, Sherwin Williams did not bid on all line items and each line item is needed for the program. Also, the pricing proposal asked for unit pricing and it appears that Sherwin Williams bid lump sum based on estimated quantities.

Public Works utilizes a self-propelled traffic line painting machine purchased in 2012. The Department uses the machine to paint lines on streets, shared lane markings for bicycles, turn lane arrows, high visibility crosswalks, etc. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from 55-gallon drums. Staff created a bid specification in 2024 which allows for the purchase of

traffic line paint that can be used with the self-propelled machine and with the walk-behind traffic line painting machines used by the Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on January 30, 2024.

FINANCIAL IMPACT: This is a Fiscal Year (FY) 2025 Budget Item. If approved, the City will enter into an agreement in the amount not to exceed \$120,000. This will be paid out of the Street Maintenance-Traffic Line Paint account (10016120-71096). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Budget Overview & General Fund" on page 248. The contract term may be automatically extended in one-year increments until April 20, 2029, upon mutual agreement, based upon satisfactory performance, as determined by the Public Works Director and subject to the approval of the City Manager. Prices will remain firm throughout the contract period each year. In the event Bidder requires a price increase, the City shall reserve the right to solicit quotations and purchase from competitive vendors for the remainder of the contract period.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs); and Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system)

Respectfully submitted for consideration.

Prepared by: Colleen Winterland, Operations Manager

ATTACHMENTS:

[PW 1B Agreement](#)

[PW 1C Bid Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH

Diamond Vogel Paint

FOR

PW Traffic Paint & Beads

THIS AGREEMENT, dated this 1st day of May, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Diamond Vogel Paint (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

This Agreement was subject to the following procurement initiative by the CITY:

Bid #2024-33 Traffic Paint & Beads (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☒

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

☐

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

If to VENDOR:

Diamond Vogel, Inc.
1110 Albany Place SE
P.O. Box 440
Orange City, IA

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Brian Coon
Its Sales Representative

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

For the purchase of white pavement marking paint, yellow pavement marking paint, and glass beads.

1	White Pavement Marking Paint per 5-Gallon Bucket	1	5-Gallon Bucket
2	White Pavement Marking Paint per 55-Gallon Drum	1	55-Gallon Drum
3	Yellow Pavement Marking Paint 5-Gallon Bucket	1	5-Gallon Bucket
4	Yellow Pavement Marking Paint per 55-Gallon Drum	1	55-Gallon Drum
5	Pavement Marking Bead Material	1	2000-lb bag
6	Pavement Marking Bead Material	1	50-lb bag

**EXHIBIT B
COSTS/FEES**

White Pavement Marking Paint per 5-Gallon Bucket	1	5-Gallon Bucket	\$74.45	\$74.45
White Pavement Marking Paint per 55-Gallon Drum	1	55-Gallon Drum	\$818.95	\$818.95
Yellow Pavement Marking Paint 5-Gallon Bucket	1	5-Gallon Bucket	\$74.45	\$74.45
Yellow Pavement Marking Paint per 55-Gallon Drum	1	55-Gallon Drum	\$818.95	\$818.95
Pavement Marking Bead Material	1	2000-lb bag	\$1,140.00	\$1,140.00
Pavement Marking Bead Material	1	50-lb bag	\$28.50	\$28.50

Bid #2024-33 Traffic Paint & Beads				Diamond Vogel Paints		Sherwin-Williams	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	White Pavement Marking Paint per 5-Gallon	1	5-Gallon Bucket	\$74.45	\$74.45	\$36,250.00	\$36,250.00
2	White Pavement Marking Paint per 55-Gallon	1	55-Gallon Drum	\$818.95	\$818.95	\$0.00	\$0.00
3	Yellow Pavement Marking Paint 5-Gallon Bucket	1	5-Gallon Bucket	\$74.45	\$74.45	\$50,750.00	\$50,750.00
4	Yellow Pavement Marking Paint per 55-Gallon	1	55-Gallon Drum	\$818.95	\$818.95	\$0.00	\$0.00
5	Pavement Marking Bead Material	1	2000-lb bag	\$1,140.00	\$1,140.00	\$31,700.00	\$31,700.00
6	Pavement Marking Bead Material	1	50-lb bag	\$28.50	\$28.50	\$0.00	\$0.00
Total					\$2,955.30		\$118,700.00



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Agreement with Prairie View Landscaping for the Division Street Fencing & Forestry Mulching Project (Bid #2024-48), in the Amount of \$64,600, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: On April 25, 2022, Council approved a contract with Donohue and Associates, Inc., for the Systemwide Potable Water Distribution Improvements Preliminary Design. The initial preliminary design contract included 8 projects listed below:

- Project 1 - Ground Storage Tanks at I-55 Tank Site - 30% Design
- Project 2 - Distribution Pump Station in Hamilton Zone - 30% Design
- Project 3 - Elevated Tank in the Hamilton Zone site - 30% Design
- Project 4 - New 36-inch Transmission Main - 30% Design
- Project 5 - Pipe upgrades along Fort Jesse Road - 100% Design
- Project 6 - Elevated Storage Tank at Hamilton Road and Morris Avenue - 100% Design
- Project 7 - Repurposing the Division Street Pump Station as a Booster Pump Station - 30% Design
- Project 8 - Repurposing the South Main Street Pump Station as a Booster Pump Station - 30% Design

This work is in preparation for the construction of Project 3 (Elevated Storage Tank) at the Division St. site. The proposed project will remove trees and undergrowth located on the north end of the property. This area is needed for the laydown of material when the tank is constructed. Undergrowth and debris will also be removed from the remainder of this portion of the property, and a fence installed to secure the site.

The Water Department prepared the Division Street Fencing & Forestry Mulching project proposal package (Bid #2024-48) and advertised the project for competitive bids. Bids for this contract were received until 10:00 AM on Wednesday, March 27, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Staff received three bids and opened them at 10:00 AM Wednesday, March 27, 2024, by live stream on the City YouTube Website. A bid tabulation is attached. Two of the three bidders were local, with the lowest bidder being local and, because of this, the local preference policy does not apply. Staff recommend proceeding with the bid from Prairie View Landscaping, in the amount of \$64,600, as the

lowest responsible bidder of the three.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a Fiscal Year (FY) 2025 budgeted item. If approved, the agreement for \$64,600 will be paid out of the Water Mechanical Maintenance-Repair/Maintenance Infrastructure account (501001660-70550). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 99.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of current and future residents), and Objective UEW-1.6 (Continue to participate in regional efforts to establish a sustainable and responsible water supply)

Respectfully submitted for consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

ATTACHMENTS:

[WTR 1B Agreement](#)

[WTR 1C Bid Tab](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
PRAIRIE VIEW LANDSCAPING
FOR
DIVISION STREET FENCING AND FORESTRY MULCHING**

THIS AGREEMENT, dated this 3rd day of April, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Prairie View Landscaping (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

This Agreement was subject to the following procurement initiative by the CITY:
Bid #2024-48 Division Street Fencing and Forestry Mulching Project (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting

from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes

of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

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

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

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

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

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

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

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

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If to VENDOR:

Copy to:

If to CITY:

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

PRAIRIE VIEW LANDSCAPING

By: 
Its President

By: _____
Its _____



City of Bloomington, Illinois
Division Street Fencing & Forestry Mulching Project
Bid #2024-48

Background

The City of Bloomington Water Department (CoBWD) seeks to obtain competitive pricing for both selective forestry mulching of dense vegetation and property-line fencing per the specifications contained herein. The project site is an area of approximately 1.8 acres in the Town of Normal and is in the north parcel of the City of Bloomington's water facility at 603 W. Division Street. It is an area of unmanaged vegetation ranging from scrub-shrub upland vegetation to scrub-woodland vegetation with some partial woodland canopy developed. This project is intended to provide selective reduction of the density of scrub and undergrowth vegetation while leaving some mature trees intact. A 10-foot perimeter strip is to be cleared first to allow fencing work to proceed.

Surveying & Layout

CoBWD will have the property corners surveyed and property line marked at maximum 150-foot spacing along the east property line and 100-foot spacing along the curved west property line. The location for the relocation of slide gate and line of division between bid areas of mulching will be marked.

Sequence & Schedule

Bid Item 1 Clearing complete at ten-foot width around perimeter:	July 31, 2024
Bid Item 2 to begin work on site:	not before August 1, 2024
Completion Date	November 31, 2024

Forestry Mulching – Bid Item #1

The focus of this Bid Item 1 portion of the project is complete mulching and chipping of all undergrowth, trees, and fallen woody residue within the area shown on the site plan. This area includes approximately 1.0 acre at the south 130-feet of the overall project area and approximately 0.14 acre in a ten-foot-wide strip around the perimeter of the remainder of the overall project site. Treatment of the remaining portion of the project area, approximately 0.67 acres, is included as an alternate bid item for selective removal of undergrowth and trees less than 6-inches in diameter. The project also includes removal and landfilling of non-vegetative debris and refuse that will be encountered at isolated locations within the work areas.

Prior to treatment, the Contractor and CoBWD personnel will visit and discuss the area to determine the areas and extent of (1) clearing to allow perimeter fence installation; (2) areas for vegetation to remain as

a visual barrier; (3) mature trees to remain; and (4) areas for refuse and non-vegetative debris removal. The CoBWD Project Manager or designee will meet periodically throughout the duration of the project to discuss any necessary adjustments the Contractor may need to make on an as needed basis.

The contractor shall forestry mulch vegetation at designated sites as instructed by the CoBWD Project Manager. Ground disturbance shall be minimized to the greatest extent possible.

Payment for all work under this contract shall be by the lump sum bid amount.

EQUIPMENT SPECIFICATIONS

1. Equipment used in the performance of the work shall be of the proper type and size and in such mechanical condition as to accomplish the required forestry mulching in accordance with the standards set forth herein. Where removal of tree material larger than can be processed by the rotor-type cutter and disc-type cutter forestry mulching equipment utilized, Contractor shall accomplish removal by conventional felling and chipping with mulch to be spread on site.
2. Equipment to be used shall be in full compliance with the ANSI Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

WORK SPECIFICATIONS

1. The Contractor shall provide all labor, materials, equipment, supplies, vehicles, and such miscellaneous items as necessary to complete all forestry mulching, tree felling, limbing, bucking, and chipping operations in accordance with the specifications contained herein.
2. In the area designated on the Site Plan for complete removal, the Contractor shall forestry mulch vegetation less than 6" diameter and shall shred, grind, or chip all trees, stumps, woody residue, and vegetation including surface residue to a height of no more than 1" above the ground. The Contractor should make every effort to create as little ground disturbance as possible within the treatment areas throughout the duration of the project. The Contractor shall fell, limb, and chip trees larger than 6" diameter that are not identified to remain. Stumps shall be ground flush with the ground surface. Chipped mulch shall be spread on site. Large wood can be bucked and hauled off site at Contractor's option with no additional payment for hauling and offsite disposal in accordance with applicable State, County or municipal regulations.
3. In the Alternate Bid Area, the Contractor shall forestry mulch vegetation less than 6" diameter and shall shred, grind, or chip all trees, stumps, woody residue, and vegetation including surface residue. Stumps shall be ground flush with the ground surface. The Contractor should make every effort to create as little ground disturbance as possible within the treatment areas throughout the duration of the project. Trees 6" and larger diameter shall remain. Chipped mulch shall be spread on site.
4. The intent of this project is for no burning or piling of material on site.
5. The intent of this project is vegetation reduction and NOT land clearing. It will focus on the selective shredding/mulching of dense undergrowth with some larger tree removal.

6. Where refuse and non-vegetative debris are encountered or identified for removal, such debris shall be removed to the existing soil level by scraping or back-dragging the surface loader bucket with smooth cutting edge so as to avoid excessive excavation of existing soil. Refuse and non-vegetative debris shall be removed from site and transported for landfill disposal.
7. The Contractor shall notify the CoBWD Project Manager at least two (2) days prior to entering the work site.

GENERAL SPECIFICATIONS

1. Bidders shall be responsible for knowing and complying with federal, state, and local guidelines pertaining to project activities, especially concerning the disturbance of wetlands.
2. Disturbance of non-target vegetation must be avoided. If excessive ground disturbance seems necessary to complete the job, the Contractor should confer with the CoBWD Project Manager or designee before proceeding.
3. The equipment operator is required to have the ability to converse with the CoBWD Project Manager or designee to understand and follow very specific instructions regarding various strategies for this project.
4. The contractor shall be required to demonstrate equipment and operator capability in meeting all specifications herein.
5. In performing work in this contract, all safety on site shall be sole responsibility of the Contractor. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with work. The Contractor shall be responsible for protecting and safeguarding the public in connection with the work and project sites. The Contractor shall be responsible that equipment and operation is in full compliance with the ANSI Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).
6. It shall be the responsibility of the Contractor to remove all extraneous materials, equipment, debris and trash associated with the project from the area before final payment will be awarded. It is the responsibility of the Contractor to see that the area is cleaned upon completion of the project.
7. Secondary impacts on roads, pavement, and natural areas shall be minimized as much as practical. Any damages to adjacent property or existing City property caused by the Contractor and not within the scope of work of this contract will be the responsibility of the Contractor.

RESOURCE PROTECTION

1. Every effort shall be made by the Contractor to avoid damage to threatened and endangered plants and wildlife.
2. It shall be the responsibility of the Contractor to keep gates closed and locked while conducting work and after leaving the site.

3. Contractor shall use every precaution necessary to prevent environmental pollution by fuel, oil, chemicals, silt, or other harmful materials. All bodies of water, including ditches, will be kept free of Contractor generated debris or soils.
4. Should any historical or cultural artifacts be uncovered during work, the Contractor shall immediately cease work in the proximity of the site and immediately notify the CoBWD Project Manager.

Fencing – Bid Item #2

The focus of this Bid Item 2 portion of the project is on the furnishing and installation of chain link fencing at the perimeter property line and the relocation of one existing cantilever slide gate as shown on the Site Plan.

Manufacturer for fencing materials shall be a company operating in the United States having U.S. manufacturing facility/facilities specializing in manufacturing chain link fence products with at least 5 years' experience.

Fence contractor shall be company with demonstrated successful experience installing similar projects and products in accordance with ASTM F567 and have at least 5 years' experience.

Payment for all work under this contract shall be by the lump sum bid amount included in the contract.

MATERIAL SPECIFICATIONS

Store and protect products off the ground. Coordinate with the CoBWD Project Manager or designee for location of on-site material storage area.

Acceptable manufacturers for framework, posts, rails, pipe for gates shall be:

1. Master Halco.
2. Merchants Metals.
3. Stephens Pipe & Steel, LLC.
4. US Premier Tube Mills.
5. Wheatland Tube Co.

Acceptable manufacturers for fabric, fittings, gates and accessories shall be:

1. Master Halco.
2. Merchants Metals.
3. Stephens Pipe & Steel, LLC.

Chain Link Fabric shall be steel, 2 inch mesh, 9 gauge, 72-inch high, ASTM A392 hot dipped galvanized after weaving, Class 1 - 1.2 oz/ft² (366 g/m²) with twist finish at top and bottom selvage edges of fabric.

Fence framework shall be the following:

Round steel pipe and rail shall be ASTM F1043 Group IA Heavy Industrial Fence Framework, schedule 40 galvanized pipe, Regular Strength (30,000 psi yield Strength) per ASTM F1083. Exterior hot dipped zinc coating minimum average 1.8 oz/ft², interior hot dipped zinc coating minimum average 1.8 oz/ft².

1. Line post shall be 2.375-inch minimum outside diameter and 3.65 pounds per foot.
2. End, Corner, and Pull post shall be 3.500-inch minimum outside diameter and 7.58 pounds per foot.
3. Top, brace, and bottom rail shall be 1.660-inch minimum outside diameter and 2.27 pounds per foot.

Tension wire shall be Metallic Coated Steel Marcellled Tension Wire and be 7 gauge marcellled wire complying with ASTM A824 Type II Zinc-Coated Class 5 - 2.0 oz/ft² (610 g/m²).

Barbed wire shall be Metallic Coated Steel Barbed Wire that shall comply with ASTM A121, Design Number 12-4-5-14R, double 12-½ gauge (0.099 in.) (2.51 mm) twisted strand wire, with 4 point 14 gauge (0.080 in.) (2.03 mm) round barbs spaced 5 inches (127 mm) on center, strand wire coating Type Z, Class 3, 0.80 oz/ft² (254 g/m²), and barb coating 0.70 oz/ft² (215 g/m²)

Fence fittings shall be the following:

- A. Tension and Brace Bands shall be galvanized pressed steel complying with ASTM F626, minimum steel thickness of 12 gauge (0.105 in.) (2.67 mm), minimum width of ¾ in. (19 mm) and minimum zinc coating of 1.20 oz/ft² (366 g/m²). Bands shall be supplied with 3/8 in. (9.53 mm) galvanized steel carriage bolts.
- B. Terminal Post Caps, Line Post Loop Tops, Rail and Brace Ends, Boulevard Clamps, and Rail Sleeves shall be in compliance with ASTM F626, pressed steel galvanized after fabrication having a minimum zinc coating of 1.20 oz/ft² (366 g/m²).
- C. Truss Rod Assembly shall be in compliance with ASTM F626, 3/8 in. (9.53 mm) diameter steel truss rod with a pressed steel tightener, minimum zinc coating of 1.2 oz/ft² (366 g/m²), assembly capable of withstanding a tension of 2,000 lbs. (970 kg).
- D. Tension Bars shall be in compliance with ASTM F626. Galvanized steel one-piece length 2 in. (50 mm) less than the fabric height and minimum cross section of 3/16 in. (4.8 mm) by 3/4 in. (19 mm) with minimum zinc coating 1.2 oz. /ft² (366 g/m²).
- E. Barbed Wire Arms shall be Type I – three strand 45 degree arm in compliance with ASTM F626, pressed steel galvanized after fabrication, minimum zinc coating of 1.20 oz. /ft² (366 g/m²), capable of supporting a vertical 250 lb (113 kg) load.
- F. Tie wire and hogs rings shall be ASTM F626, 9 gauge galvanized steel preformed power-fastened wire ties and 9 gauge galvanized steel hog rings with minimum zinc coating of 1.20 oz/ft².

Existing cantilever slide gate shall be relocated as shown on site plan and include furnishing and installing new Class 1 external rollers and positive locking latch fabricated of galvanized pressed steel. Provide safety protective guards for the top and bottom external rollers.

Concrete for post footings shall have a 28-day compressive strength of 3,000 psi and 6% air entrainment.

WORK SPECIFICATIONS

An area, 10-feet in width along the perimeter property line, will be cleared under the Forestry Mulching contract in accordance with attached specifications prior to the start of fencing work.

Posts shall be set plumb in concrete footings in accordance with ASTM F567. Minimum footing depth shall be 40 inches with minimum 36-inches of post embedment. Minimum footing diameter shall be 12-inches for line posts and 16-inches for end, pull, corner, and gate posts. Top of post concrete footing to be at grade and crowned to shed water away from the post. Line posts shall be installed at intervals not exceeding 10 ft. (3.05 m) on center.

Top rail shall be installed in 21 ft. (6.4 m) lengths of rail continuous through the line post or barb arm loop top. Splice rail using top rail sleeves minimum 6 in. (152 mm) long. The rail shall be secured to the terminal post by a brace band and rail end. Bottom rail or intermediate rail shall be field cut and secured to the line posts using boulevard bands or rail ends and brace bands.

Terminal posts (end, corner, pull and gate posts) shall be braced and trussed. The horizontal brace rail and diagonal truss rod shall be installed in accordance with ASTM F567.

Tension wire shall be installed 4 in. (101.6 mm) up from the bottom of the fabric. Tension wire shall be stretched taut, independently and prior to installation of the fabric, between the terminal posts and secured to the terminal post using a brace band. Secure the tension wire to the chain link fabric with a 9 gauge hog rings at a maximum spacing of 18 in. (457.2 mm) on center. Secure the tension wire to each line post with a tie wire.

Chain Link Fabric shall be installed to outside of the framework. Attach fabric to the terminal post by threading the tension bar through the fabric; secure the tension bar to the terminal post with tension bands and 5/16 in. (7.94 mm) carriage bolts spaced no greater than 12 inches (304.8mm) on center. Chain link fabric shall be stretched taut and shall be free of sag. Fabric shall be secured to the line post with tie wires spaced no greater than 12 inches (304.8 mm) on center and to rail spaced no greater than 18 inches (457.2 mm) on center. Secure fabric to the tension wire with hog rings spaced no greater than 18 inches (457.2 mm) apart. Pre-formed 9 gauge galvanized steel power-fastened tie wire shall be wrapped 360 degrees around the post or rail and fabric picket, twist the two wire ends together three full turns per ASTM F567. Excess wire shall be cut off and bent over to prevent injury. The installed fabric shall have a ground clearance on no more than 2 inches (50 mm).

Barbed Wire shall be stretched taut between terminal posts and secured in the slots provided on the line post barb arms. Attach each strand of barbed wire to the terminal post using a brace band. Barb arms shall be Type I inclined outward.

Existing horizontal slide gates shall be installed appropriately for its design and manufacturer and in accordance with ASTM F567. Gate shall be plum in the closed position, installed to slide with an initial pull force no greater than 40 lbs. Roller guards and guide posts shall be installed on Type I external roller cantilever slide gate in compliance with ASTM F1184. Ground clearance shall be 3 in. (76 mm), grade permitting.

Carriage bolts used for fittings shall be installed with the head on the secure side of the fence. All bolts shall be peened over to prevent removal of the nut.

Ground all corner and gate posts and line posts at a minimum 500-foot spacing. Provide bonding between gate posts. Where overhead electric lines cross above fence, ground the post below the crossing and one additional post on each side of the crossing within 50-feet. Grounding wire shall be #6 bare copper wire connected to top rail with exothermic weld, connected to fence fabric with bronze split bolt, connected to post with exothermic weld, and connected to ground rod with a cast-bronze mechanical clamp. Ground rod shall be ¾-inch diameter and 10-feet long driven to grade.

Removal of existing fence and gate:

The site shall remain securely fenced at all times. No removal of existing fencing, posts, gate, etc. shall be started prior to completion of the installation of proposed fence. Existing slide gate shall be removed and relocated as shown on the site plan. Existing fence fabric indicated for removal on the site plan shall be rolled up and turned over to City of Bloomington to remain on site. At the east end of fence removal, the existing corner post shall remain and can be used for the corner of the proposed fence. At the west end of fence removal a new corner post shall be set. New corner post shall be braced and trussed. The horizontal brace rail and diagonal truss rod shall be installed in accordance with ASTM F567.

Existing tension wire to remain shall be stretched taut and secured to the new corner post using a brace band. Secure the tension wire to the fabric to remain with 9 gauge hog rings at a maximum spacing of 18 inches on center. Secure the tension wire to each line post with a tie wire.

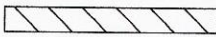
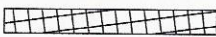
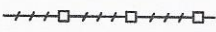
Existing fence fabric to remain shall be attached to the new corner post by threading the tension bar through the fabric and securing the tension bar to the new corner post with tension bands and 5/16 in. carriage bolts spaced no greater than 12 inches on center. Existing fence fabric to remain shall be stretched taut, free of sag, and shall be secured to the line posts with tie wires spaced no greater than 12 inches on center and to top rail spaced no greater than 18 inches on center. The fabric shall have a ground clearance on no more than 2 inches.

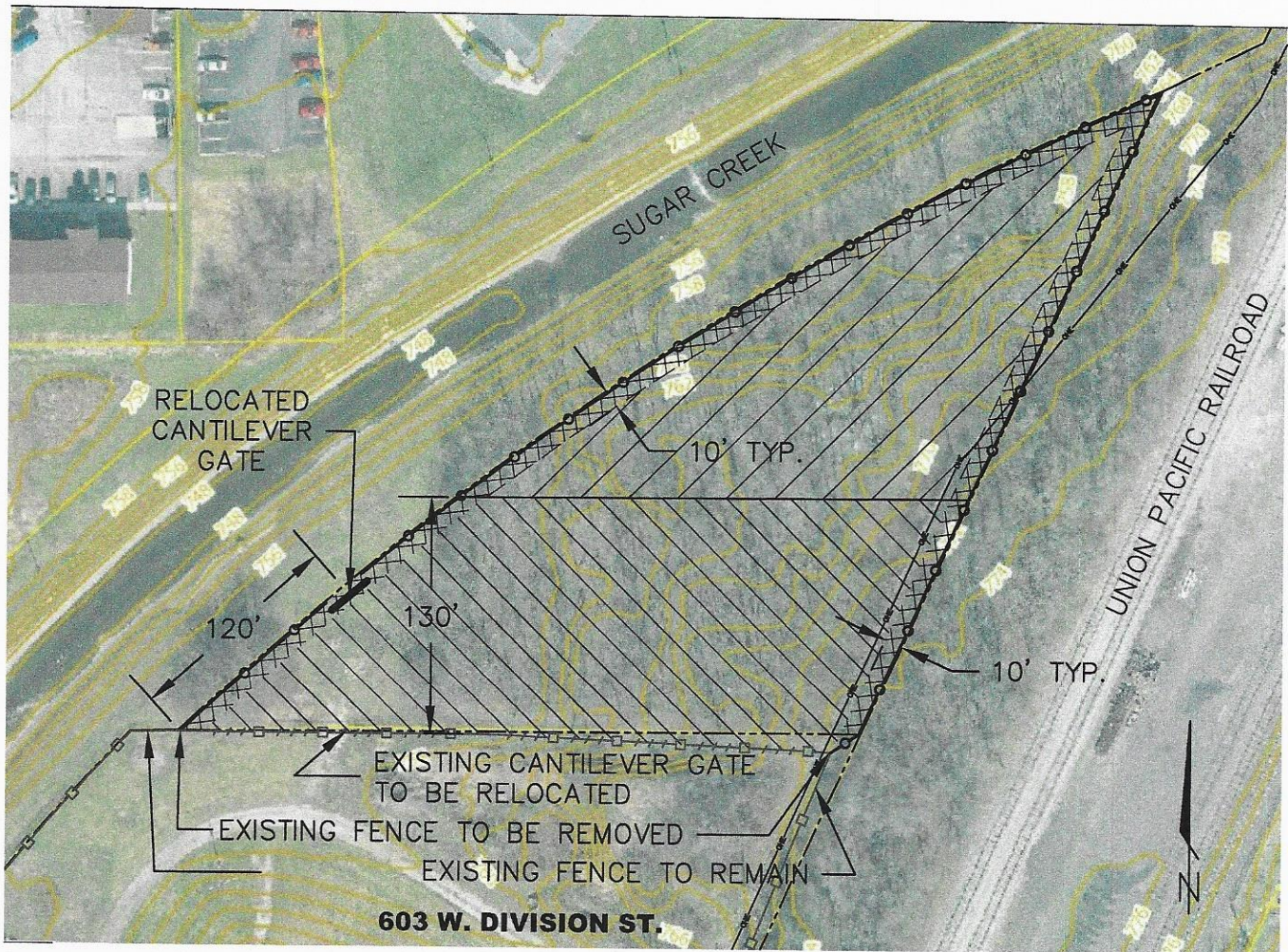
Existing barbed wire to remain shall be stretched taut to new corner post with each strand attached to the post using a brace band. New corner post shall include Type I barb arm inclined outward.

Existing top rail to remain shall be continuous through the line post or barb arm loop top. The rail shall be secured to the new corner post by a brace band and rail end. Bottom rail or intermediate rail shall be field cut and secured to the line posts using boulevard bands or rail ends and brace bands.

Existing posts for removal shall be pulled or excavated complete and include removal of existing concrete footing. Void created by footing removal shall be filled with soil placed and compacted in maximum 12-inch lifts. Contractor shall coordinate with CoBWD Project Manager for availability of suitable soil material at adjacent material stockpile.

Clean Up: The area of the fence line shall be left neat and free of any debris caused by the installation of the fence.

-  AREA OF SELECTIVE FORESTRY MULCHING
-  AREA OF FORESTRY MULCHING – COMPLETE REMOVAL
-  AREA OF FORESTRY MULCHING – COMPLETE REMOVAL PRIOR TO FENCING WORK – SEE SPECIFICATIONS
-  PROPOSED FENCE
-  FENCE TO BE REMOVED AFTER COMPLETION OF PROPOSED FENCE
-  EXISTING FENCE TO REMAIN
-  EXISTING OVERHEAD ELECTRIC LINES
-  EXISTING PROPERTY LINE



DIVISION ST FORESTRY MULCHING AND FENCING PROJECT

SITE PLAN



SCALE: 1" = 100'

DATE: MARCH 7, 2024

DRAWN BY: R BERNARD

APPROVED BY: A KINDER

DRAWING NUMBER

SHEET 1 OF 1

EXHIBIT B
COSTS/FEES

Total Cost: \$64,600.00

Bid #2024-48 Division Street Fencing & Forestry Mulching Project				JIMAX Landscape LLC		Oak Bros Tree Care & Removal LLC		Prairie View Landscaping	
Line Item	Description	Quantity	Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Bid Item #1 - Inclusive of all work listed in the specifications for Forestry Mulching.	1	LS	\$143,586.30	\$143,586.30	\$41,000.00	\$41,000.00	\$19,912.00	\$19,912.00
2	Bid Item #2 - Inclusive of all work listed in specifications for Fencing.	1	LS	\$65,242.83	\$65,242.83	\$46,986.00	\$46,986.00	\$44,688.00	\$44,688.00
	Total				\$208,829.13		\$87,986.00		\$64,600.00



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with Republic Services for Receipt of Non-Special Waste Materials, in an Amount Not to Exceed \$75,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: If approved, the City will waive the formal bidding requirements and enter into a one-year agreement with Republic Services for disposal of non-special waste materials.

Republic Services is the only local vendor possessing the required permit from the Illinois Environmental Protection Agency to dispose of the non-special waste materials as determined during the excavation and street sweeping solicitation process that occurred in 2020. At that time, Public Works hired a consultant, PDC Technical Services, Inc., to provide information related to pertinent regulations, evaluate bids, and provide insight and recommendations related to vendor permits and valid pathways for City disposal of various materials, including non-special waste.

The Streets and Sewers Division of Public Works repairs and maintains the City sewer system, including excavation of the ground, resulting in non-special waste materials. The spoils may include soil, sand, gravel, asphalt, concrete, broken utility pipes, and sanitary sewer materials.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a Fiscal Year (FY) 2025 budgeted item. If approved, the City will enter into an Agreement for an amount not to exceed \$75,000. The payment for this service will be made out of Sanitary Sewer - Landfill & Residual Disposal Account (51101100-70650) in an amount not to exceed \$75,000. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 103.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

public infrastructure within the City to protect public health, safety and 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 collection systems (sanitary sewer, combined sewer, and storm sewer system) to protect health, safety and the environment)

Respectfully submitted for consideration.

Prepared by: Colleen Winterland, Operations Manager

ATTACHMENTS:

[PW 1B Resolution](#)

[PW 1C Agreement](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH REPUBLIC SERVICES FOR RECEIPT OF NON-SPECIAL WASTE MATERIALS, IN AN AMOUNT NOT TO EXCEED \$75,000

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, the City of Bloomington is required to dispose of non-special waste materials removed from the underground sewer repairs in a manner that meets all Illinois Environmental Protection Agency requirements; and

WHEREAS, Republic Services is the only local vendor possessing the required permit to dispose of the non-special waste materials; and

WHEREAS, it is desirous to proceed with an Agreement with Republic Services in the amount of \$51.50 per ton for non-special waste materials, not to exceed \$75,000; and

WHEREAS, it is the finding of the City Council that the decision to approve the Agreement is in the best interest of the City of Bloomington.

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

Section 1. That the recitals set forth above are incorporated herein, the technical bidding requirements waived, and the City Manager or designated representative are authorized to enter the City into an agreement with Republic Services for disposal of Non-Special Waste at \$51.50 per ton, not to exceed \$75,000, dependent on how much is needed, and authorized to execute any necessary documents to effectuate the purchase.

PASSED this 22nd day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH

Republic Services

FOR

Non-Special Waste Material Disposal

THIS AGREEMENT, dated this 1st day of May, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Republic Services (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



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



This Agreement was subject to the following procurement initiative by the CITY:

_____ (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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



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



This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

If to VENDOR:

Republic Services
Attn: Dan Winters
General Manager
2112 W Washington St
Bloomington, IL 61705

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: *Daniel Winters*
Its General Manager

By: *Austin*
Its CONTROLLER

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Receipt of non-special waste materials generated while performing repairs and maintenance to the City of Bloomington infrastructure. Non-Special Waste is solid waste consisting of materials removed from the ground during sewer repairs. Republic Services, the receiver of the non-special waste materials, possess the required permit from the Illinois Environmental Protection Agency (IEPA) allowing the receiver to store and handle these types of materials safely. Necessary testing and IEPA forms will be completed prior to transporting the non-special waste materials.

EXHIBIT B
COSTS/FEES

This contract is for delivery of non-special waste materials as defined above generated by the City at \$51.50 per ton. This contract is for one-year. May 1, 2024 to April 30, 2025.



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Fiscal Year 2025 John M. Scott Health Care Trust Category I Grant Awards and Programmatic Agreements, in the Amount of \$250,000, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The John M. Scott Health Care Commission ("Commission") is pleased to provide the following Category I grant funding recommendations and information for Fiscal Year 2025 ("FY25"). The Commission oversees a grant program focused on funding health care-related projects and programs within McLean County. Community members served with John M. Scott Health Care Trust ("Trust") funds must be McLean County residents and have an annual household income at or below 185% of the Federal Poverty Level. Grants are divided into three categories: Category I-General Operating Grants; Category II- Community Health Priority Grants; and Category III-Emergent and Emergency Need Grants. Category I Grants operate on a three-year funding cycle while the Category II and Category III Grants operate on an annual or rolling funding cycle.

The John M. Scott Health Care Commission presented Category I Health Care Grant awards to Council in February 2022 with approval. As stated in Resolution No. 2022-05, Council approved the Fiscal Year 2023 grant awards and programmatic agreements. The Category I awards are funded over a three-year period with FY25 as the last funding year per the programmatic agreements. Those Category I grant agreements are with the Center for Human Services (\$125,000) and Community Health Care Clinic (\$125,000). The proposed Resolution will complete the process for the third and final year of these agreements. The Commission will open applications for another three-year funding period of Category I grants in the Fall of 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Marketing for this grant funding opportunity was conducted through email communications, the PATH-O-GRAM publication, a press release, and a social media announcement on a City account.

FINANCIAL IMPACT: The award of Fiscal Year 2025 ("FY25") John M. Scott Health Care Trust ("Trust") grants have no impact on the City General Fund. Awards are made from the net proceeds of Trust investments. Additionally, Trust funds cover related administrative costs including a portion of the time of the Economic and Community Development Department

staff. If approved, the FY 2025 grant awards, totaling \$250,000 will be paid from John M. Scott Health Care Trust-Grant Program account 72102100-79130-59000 (JMS Grants). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 152.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal CWB-2 (Create a lifelong community that meets the needs of residents of all ages and abilities), Objective CWB-2.1 (Promote the welfare of older adults and persons with disabilities to foster maximum independence so they can continue to be an integral part of the community); and Goal CWB-3 (Develop a coordinated and efficient system of services that addresses comprehensive needs of children, families and communities), Objective CWB-3.2 (Support coordination and integration of behavioral health services for all residents)

Respectfully submitted for consideration.

Prepared by: Joni Gerard, Grant Specialist

ATTACHMENTS:

[ECD 1B Resolution](#)

RESOLUTION NO. 2024 - _____

A RESOLUTION APPROVING THE FISCAL YEAR 2025 JOHN M. SCOTT HEALTH CARE TRUST
CATEGORY I GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF
\$250,000

WHEREAS, the Bloomington City Council serves as the Trustee for the John M. Scott Health Care Trust (“Trust”); and

WHEREAS, in 2018 the Trust was re-organized to cease providing direct services and instead to an operational model that provides grants to qualified grant recipients; and

WHEREAS, the John M. Scott Health Commission (“Commission”) reviewed various grant applications and proposals for distribution in Fiscal Year (“FY”) 2025 and is recommending the Trustee award the grants set forth in this Resolution.

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

Section 1. That the recitals set forth above are incorporated herein as if fully set forth in paragraph 1.

Section 2. Grant Awards. The City Council, as Trustee of the John M. Scott Health Care Trust hereby approves the following grants be made in FY 2025: Category I – Community Health Care Clinic (\$125,000) and McLean County Center for Human Services (\$125,000).

Section 3. Programmatic Agreements. The City Council, as Trustee, authorized the Mayor, on behalf of the Trustee, to execute the programmatic agreements assigned to each grant, see Resolution 2022-05.

Section 4. Effectiveness. This Resolution shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

PASSED this 22nd day of April 2024.

APPROVED this day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Observation Agreement with Farnsworth Group, Inc. for the Meadowbrook Subdivision Improvement Project in the Amount of \$213,100, as requested by the Water Department and the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: On March 14, 2022, Council approved a Contract with Stanley Consultants, Inc., for the design services associated with the Meadowbrook Subdivision water main and Engineering Improvements.

The Meadowbrook Subdivision, which was built in the early 1950s and located on the City's southeast side is bound by Lincoln Street to the north and McGregor Street to the west. The neighborhood has 183 single-family homes. The water main replacement will upgrade the water distribution infrastructure and improve system reliability, fire protection, water quality, and pressure. The project intends to replace approximately 6,800 linear feet of 6-inch ductile iron water mains within the development on Meadowbrook Drive, Lafayette Street, Magnolia Drive, and Conley Circle, with 8-inch ductile iron pipe. 6-inch and 12-inch water mains located within McGregor Street will be replaced. Additionally, the 6-inch service line along Lincoln Street on the north will be abandoned in place and water line services will be changed over to the adjacent 12-inch main. All water service lines will be replaced from the water main to the water meter located inside the homes.

Under Farnsworth Group's scope of work includes the scope described within this proposal. We have included construction observation services, as well as necessary interface with the Client, Contractor, and other Client retained consultants and vendors. The scope of work includes the services generally described as follows:

- Attend the Pre-Construction meeting and weekly construction progress meetings with City staff and the Contractor
- Provide construction observation in the field when the Contractor is working
- Review the Contractor's monthly progress pay applications for quantities installed
- City staff to provide construction administration for the project including responding to Contractor questions, RFI's, change orders, etc. Farnsworth staff will coordinate with City staff and the Contractor to facilitate this construction administration

- Witness Contractor performed pressure testing and disinfection bacteriological sampling of the water mains
- Conduct Field GPS shots on piping, fittings, valves, etc. for final Record Drawing information Farnsworth will provide this data to the City for updating their GIS mapping. The final Record Drawings will be prepared by the City or the Design Consultant as necessary.
- Conduct final punch list inspection and project close-out coordination with City staff and the awarded Contractor

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a Construction Observation Agreement in the Amount of \$213,100. This was included in the Fiscal Year (FY) 2024 Budget for \$140,000. The Construction Observation will be paid from the Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051). If approved, a budget transfer to move \$129,153.68 from Water Mechanical Maintenance-Repair/Maintenance Equipment Other than Office account (50100160-70540) to the Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051) will be processed. Other projects have exceeded the budget in this account in FY 2024, thus the request for the higher budget transfer when comparing the budgeted amount to the award amount. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 125, 229, 282, 290, and 291.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents)

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:



PROJECT SERVICES AGREEMENT

Meadowbrook Subdivision Improvement Project Construction Observation

City of Bloomington, IL

March 1, 2024

March 1, 2024

Mr. Ed Andrews, PE
Water Department Director
City of Bloomington

RE: Project Services Agreement for City of Bloomington
Construction Observation
Meadowbrook Subdivision Improvement Project

Dear Mr. Andrews:

Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to the City of Bloomington ("Client") to provide construction observation services for the Meadowbrook Subdivision Improvement Project located in Bloomington, IL.

We have prepared this Agreement based on our understanding of the scope of work identified and discussed with City staff as follows:

- Attend the Pre-Construction meeting and weekly construction progress meetings with City staff and the Contractor
- Provide construction observation in the field when the Contractor is working
- Review Contractor's monthly progress pay applications for quantities installed
- City staff to provide construction administration for the project including responding to Contractor questions, RFI's, change orders, etc. Farnsworth staff will coordinate with City staff and the Contractor to facilitate this construction administration.
- Witness Contractor performed pressure testing and disinfection bacteriological sampling of the water mains
- Conduct field GPS shots on piping, fittings, valves, etc. for final Record Drawing information. Farnsworth will provide this data to the City for updating their GIS mapping. The final Record Drawings will be prepared by the City or the Design Consultant as necessary.
- Conduct final punch list inspection and project close-out coordination with City staff and the Contractor.

The following Agreement provides more specific details regarding the scope of work, project approach, project team, etc. Let us know if you have any questions upon your review. Please indicate your acceptance of this Agreement, including the attached Schedule of Charges and General Conditions, by signing and returning one copy for our records. We appreciate your consideration and look forward to working with you on this project.

Sincerely,

FARNSWORTH GROUP, INC.

Kevin Hannel, PE
Sr. Engineering Manager

PROJECT OVERVIEW /

Our understanding of the project is based on the following documents and communications:

- A. Kevin Hannel and Bob Kohlase (Farnsworth Group) met in-person with Ed Andrews (City of Bloomington) and City Water Department staff on February 15, 2024 to discuss the several projects including the Meadowbrook Sub. Improvement Project.
- B. Email correspondence on February 16, 2024 and February 29, 2024 between Kevin Hannel and Ed Andrews outlining the general scope of work anticipated for the Meadowbrook project.

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group's scope of work includes the scope described within this proposal. We have included construction observation services, as well as necessary interface with the Client, Contractor, and other Client retained consultants and vendors. The scope of work includes the services generally described as follows:

- Attend the Pre-Construction meeting and weekly construction progress meetings with City staff and the Contractor
- Provide construction observation in the field when the Contractor is working
- Review Contractor's monthly progress pay applications for quantities installed
- City staff to provide construction administration for the project including responding to Contractor questions, RFI's, change orders, etc. Farnsworth staff will coordinate with City staff and the Contractor to facilitate this construction administration.
- Witness Contractor performed pressure testing and disinfection bacteriological sampling of the water mains
- Conduct Field GPS shots on piping, fittings, valves, etc. for final Record Drawing information. Farnsworth will provide this data to the City for updating their GIS mapping. The final Record Drawings will be prepared by the City or the Design Consultant as necessary.
- Conduct final punch list inspection and project close-out coordination with City staff and the awarded Contractor

DELIVERABLES

The scope of work includes the deliverables generally described as follows:

- A. Construction observation site visit reports and supporting documentation
- B. Pressure testing witness reports and disinfection bacteriological sampling witness reports
- C. GPS field data for the water main, and appurtenances provided in either a spreadsheet or shape file format for the following assets:
 1. Center of each fitting, valve, hydrant, etc.
 2. Water mains at deflection points and every 100 ft. along straight runs
 3. Data provided to be a minimum sub-foot horizontal accuracy

MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be: Kevin Hannel, PE, Sr. Engineering Manager

CONSTRUCTION OBSERVATION TEAM

The Construction Observation Team selected for this project includes the following members:

Resident Project (Field) Rep.:	Dan Mackinson	Farnsworth Group, Inc.
Sr. Project Engineer:	Greg Kallevig, PE, CFM	Farnsworth Group, Inc.

PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a Time & Materials (T&M) fee, based on an hourly basis per the attached Schedule of Charges, of **\$213,100.00 (Two hundred thirteen thousand one hundred and 00/100 dollars)**, including normal reimbursable expenses. Additional details regarding payment terms and related policies are included in the attached General Conditions.

• Construction Observation Services:	
○ Resident Project (Field) Representative	\$162,500
○ GPS data collection, equipment, and processing	\$ 5,400
○ Project management, coordination, and support	\$ 15,500
○ Reimbursable Expenses (GPS equipment, vehicle, etc.)	\$ 10,300
○ <u>10% contingency</u>	<u>\$ 19,400</u>
	\$213,100

If the duration of the project increases significantly after the contract is executed, the fee may be adjusted at that time.

PROJECT TIMELINE /

We understand the timeline of the project to be as follows:

• Pre-construction meeting:	April, 2024 (TBD)
• Construction start:	May 1, 2024
• Construction substantial completion:	October 31, 2024
• Punch list closeout to include an additional 10 days:	November 10, 2024

ASSUMPTIONS AND CLARIFICATIONS /

The following assumptions and clarifications support the fees for this proposal.

- A. General
1. The fee schedule is based on a construction start date of May 1, 2024, and a completion date of October 31, 2024, with an additional 10 days for project closeout for a total of 26 weeks working 5 days per week at 8-hours per day plus an additional 8 hours for final punch list inspection and coordination during the final 10 days of project closeout. This fee also includes a 10% contingency allowed by the City for underground utility projects. Significant delays in start date may require reassessing necessary services, schedule, and fees.
 2. Farnsworth Group will bill the City only for hours actually incurred for scope of services performed. If the project is completed in fewer hours and weeks than #1 above, the

remaining contract fee not incurred will not be billed.

3. Farnsworth Group will review with the Contractor each month the installed quantities for bid items to be submitted in the monthly progress pay application. The Contractor shall then submit the monthly progress pay requests for the installed quantities to City staff for review and approval of payment processing.
4. Farnsworth Group will provide GPS location information of project water main assets to City staff. It is anticipated that this data will be provided to the design engineering firm of the project, along with the Contractor Record Drawing mark-ups, to develop the official As-Built Record Drawings.
5. Any required material testing will be conducted/provided by a third-party vendor billing directly to the City.

ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Value Engineering exercises
- Attendance at additional meetings or site visits requested by the City
- Construction Staking

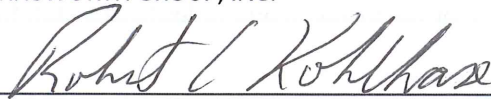
CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by the City to allow Farnsworth to complete the scope of services outlined above.

- Project and construction administration services
- Review and approval for processing of Contractor pay requests through City Council
- Coordination with Farnsworth on delivery of GPS location data
- Processing/application for any necessary permits
- Final Record Drawings preparation by the City or Design Consultant

AGREEMENT /

FARNSWORTH GROUP, INC.



Signature

Robert C. Kohlhasse

Typed Name

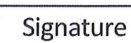
Principal

Title

March 1, 2024

Date

CITY OF BLOOMINGTON, IL



Signature

Ed Andrews, PE

Typed Name

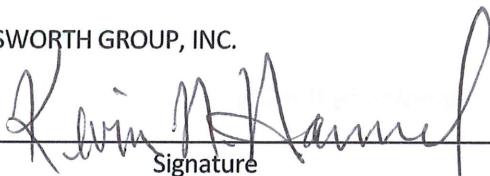
Water Department Director

Title

March 1, 2024

Date

FARNSWORTH GROUP, INC.



Signature

Kevin N. Hannel, PE

Typed Name

Sr. Engineering Manager

Title

March 1, 2024

Date

Schedule of Charges – January 1, 2024

Engineering / Surveying / Commissioning Professional Staff	Per Hour
Administrative Support / Project Controls	\$ 100.00
Environmental Scientist I	\$ 110.00
Environmental Scientist II	\$ 120.00
Engineering Associate I / Cx Specialist I / Env. Scientist III	\$ 145.00
Engineering Associate II / Cx Specialist II / Env. Scientist IV	\$ 155.00
Engineer / Land Surveyor / Sr. Cx Specialist / Sr. Env. Scientist	\$ 165.00
Sr. Engineer / Sr. Land Surveyor / Cx Project Manager / Sr. Env. Scientist III.....	\$ 175.00
Project Engineer / Project Land Surveyor / Sr. Cx Project Manager / Env. Manager I	\$ 185.00
Sr. Project Engineer / Sr. Project Land Surveyor / Cx Manager / Process Project Engineer/ Env. Manager II	\$ 205.00
Engineering Manager / Land Surveying Manager / Sr. Cx Manager.....	\$ 230.00
Sr. Engineering Manager / Sr. Land Surveying Manager / Sr. Cx Director.....	\$ 250.00
Principal / Vice President.....	\$ 265.00

Technical Staff	Per Hour
Technician I / Env. Specialist I	\$ 102.00
Technician II / Env. Specialist II	\$ 125.00
Sr. Technician / Cx Technician / Env. Specialist III	\$ 135.00
Chief Technician / Env. Specialist IV	\$ 155.00
Designer / Computer Specialist / Lead Technician / Process Designer I	\$ 165.00
Sr. Designer / Process Designer II	\$ 170.00
Project Designer / Project Technician / Process Designer III	\$ 185.00
Sr. Project Designer / Systems Integration Manager / Sr. Process Designer I / Sr. Project Technician	\$ 205.00
Design Manager / Grants Manager / Program Manager	\$ 210.00
Technical Manager / Program Director.....	\$ 220.00
Sr. Process Designer II	\$ 230.00
Sr. Process Designer III / Process Design Manager	\$ 235.00
Sr. Technical Manager/ Sr. Program Director.....	\$ 245.00
Sr. Process Design Manager.....	\$ 255.00

Architecture / Landscape Architecture / Interior Design Professional Staff	Per Hour
Architectural Associate I / Landscape Associate I / Interiors Associate I	\$ 130.00
Architectural Associate II / Landscape Associate II, Interiors Associate II / Interior Designer	\$ 140.00
Architect / Architectural Associate III / Landscape Associate III / Interior Associate III	\$ 155.00
Project Coordinator / Urban Planner I / Sr. Interior Designer	\$ 155.00
Sr. Architect / Sr. Project Coordinator/ Urban Planner II / Interior Design Manager	\$ 165.00
Project Architect / Project Manager.....	\$ 180.00
Sr. Project Architect / Sr. Project Manager / Sr. Urban Planner.....	\$ 195.00
Architectural Manager / Sr. Urban Planner Manager.....	\$ 210.00
Sr. Architectural Manager / Sr. Urban and Community Planner.....	\$ 225.00
Architecture Principal / Vice President.....	\$ 265.00

Units	
Expert Testimony.....	2.0x bill rate
Software/CAD/Revit Station.....	\$15.00 / hr.

Schedule of Charges – January 1, 2024

ATV & Trailer	\$17.50 / hr.
Field Vehicle	\$27.00 / hr.
Automobile mileage	IRS Rate
Handheld GPS	\$15.00 / hr.
GPS Unit (each)	\$25.00 / hr.
Environmental GPS Data Collector	\$80.00 / day
Utility Locator / Robotic Total Station	\$29.00 / hr.
Stationary Scanner (low res) High-Def Scanner / UAV	\$315 / day \$525 / day
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints / copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2025 UNLESS OTHERWISE NOTIFIED

ENGINEER | ARCHITECTS | SURVEYORS | PLANNERS



**CITY OF BLOOMINGTON AGREED
GENERAL CONDITIONS REVISED AS OF APRIL 2023**

Date: March 1, 2024
Client: City of Bloomington, Illinois
Project: Meadowbrook Subdivision Improvement Project - Construction Observation

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed Scope of Work to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Farnsworth Group understands that Client is tax exempt, and as such shall not be responsible for the payment of any tax or surcharge imposed by the government or passed through by Farnsworth Group, and that proof of such exemption shall be provided upon receipt. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within forty-five (45) days from date of invoice. Amounts outstanding more than forty-five (45) days will accrue interest at the rate of 1.5% per month

(compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed. Farnsworth Group understands that as a municipal entity, Client is subject to certain policies and procedures which may compel Client to make contract documents publicly available. Client will make reasonable efforts to notify Farnsworth Group when required to publish to the public.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such Party:

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

With a copy to:
City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
Bloomington, IL 61701
E-mail: legal@cityblm.org

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: Robert C. Kohlhasse
2709 McGraw Drive
Bloomington, IL 61704
E-mail: rkohlhasse@F-W.com

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Ryan Perras
5613 DTC Parkway, Suite 1100
Greenwood Village, CO 80111
E-mail: rperras@F-W.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, epidemic or pandemic, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client or Farnsworth Group shall not transfer or assign any rights under or interest in the Agreement, without the written consent of the other party.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the General Conditions. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group. Nothing herein, however, shall limit the Client's right to use the documents for municipal purpose, including but not limited to the Client's right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the written consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein.

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided; however, Farnsworth Group agrees to take every reasonable precaution to avoid such damage.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may

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request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of any of Client's utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering Client controlled utilities or other of Client's man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's

and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such reasonable measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will

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be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase I Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance in a limit amount not less than one million dollars (\$1,000,000.00) per occurrence.. Certificates of all insurance shall be provided to Client prior to the commencement of work under this Agreement. . Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind. Further, Client shall be named as an additional insured on all such insurance policies, excluding workers compensation.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable; however, in no case be less than two million dollars (\$2,000,000.00) per claim. Certificates of insurance shall be provided to Client prior to the commencement of work under this Agreement.. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims,

causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO THE AVAILABLE LIMITS OF FARNSWORTH GROUP'S APPLICABLE INSURANCE COVERAGE ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.

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CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024; and (2) An Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for the Meadowbrook Subdivision Improvement Project (Re-Bid #2024-49), in the Amount of \$8,054,047.10, as requested by the Water Department and the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: On March 14, 2022, Council approved a contract with Stanley Consultants, Inc., for the design services associated with the Meadowbrook Subdivision water main and engineering improvements.

The Meadowbrook Subdivision, which was built in the early 1950's and located on the City's southeast side is bound by Lincoln Street to the north and McGregor Street to the west. The neighborhood has 183 single-family homes. The water main replacement will upgrade the water distribution infrastructure and improve system reliability, fire protection, water quality, and pressure. The project intends to replace approximately 6,800 linear feet of 6-inch ductile iron water mains within the development on Meadowbrook Drive, Lafayette Street, Magnolia Drive, Conley Circle, with 8-inch ductile iron pipe. 6-inch and 12-inch water mains located within McGregor Street will be replaced. Additionally, the 6-inch main along Lincoln Street on the north will be abandoned in place and water line services will be changed over to the adjacent 12-inch main. All water service lines will be replaced from the water main to the water meter located inside the homes. Within the subdivision, mountable curb and driveway aprons will be replaced, insufficient and deteriorating sidewalks will be replaced, and sidewalk ramps at the intersections will be replaced to be compliant with the Americans with Disabilities Act (ADA).

The Water Department prepared the Meadowbrook Subdivision Improvements proposal package and advertised the project for competitive bids (Re-Bid #2024-49). Bids for this contract were received until 11:00 AM on Tuesday, April 9, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Staff received one bid and opened it at 11:00 AM Tuesday, April 9, 2024, via a Virtual Bid Opening.

The bid package included a Base Bid and an Additive Alternative for this project. The

Additive Alternative is an additional part of the Meadowbrook Subdivision Improvements and was included in this bid package in case the City received favorable pricing. The original Fiscal Year (FY) 2024 budgeted amount for the project was \$6,500,000. While the only bid totaled \$8,903,153.10, the final issued plans also include a provision for lead service line replacement at a cost of \$1.7M (170 homes at \$10k each). Homes within Meadowbrook were generally constructed in the mid-50s which was during the City's transition from lead to copper service lines and, as such, most are inventoried as "Lead" or "Unknown - Suspected Lead".

Staff recommends approving an agreement that includes only the amended Base Bid, at a cost of \$7,321,861 plus an amended 10% contingency of \$732,186.10 equal to the amended total of \$8,054,047.10. There are 2 duplicate line items included in the bid tab that have been removed by staff to arrive at the amended amount. One for \$1,330 and the other for \$53,200. Staff requests that the duplicate line items be waived as technicalities. The streets in the Meadowbrook Subdivision are planned to be included in the FY 2025 Phase II Resurfacing Contract for a mill and overlay and the work from the Additive Alternative will be included with this work. The increased cost associated with the only bid received, as compared to the engineer's estimate, is due in part to the current inflation in materials and labor, the difficulty in estimating the cost of materials, and the City consistently only having one bidder showing interest in large projects. Due to the complex nature of this project, staff will be recommending that an outside consultant perform construction observation services.

A 10% Contingency is included in the bid and shall be used for unforeseen issues that may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor. The bid tab and breakdown are attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* Portal and advertised in *The Pantagraph* on Tuesday, February 27, 2024.

FINANCIAL IMPACT:

If approved, the \$8,054,047.10, which includes contingency for the Construction Agreement with George Gildner Inc., will be paid out of Water Transmission & Distribution-Watermain Construction and Improvements account (50100120-72540) in the amount of \$6,584,193 for the water main portion of the Contract and out of the Capital Improvement - Street Construction and Improvements (40100100-72530) in the amount of \$1,469,854.10 for the roadway portion of the Contract. A total of \$4,700,000 was budgeted for the Water Fund and \$1,750,000 was included for the Capital Improvement Fund portions of this project. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 79, 126, 228, 229, 245, 271, 272, 282, 290, and 291. Please see the Exhibit for specific accounts related to the Budget Amendment for the Water Fund portion of this agreement.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

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

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:

[WTR 3B Ordinance \(Budget\)](#)

[WTR 3C Ordinance \(Budget\) Exhibit A](#)

[WTR 3D Ordinance \(Agreement\)](#)

[WTR 3E Agreement](#)

[WTR 3F Bid Tab](#)

ORDINANCE NO. 2024 - ____

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

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

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2024 Budget to increase the FY 2024 Water Fund Budget by \$1,884,193, for the Water Fund portion of the Meadowbrook Subdivision Improvement, as requested by the Water and Finance Departments.

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

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

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

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

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

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

PASSED this 22nd day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2025 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
50100110-40000	Water	Use of Fund Balance	\$ (1,884,193.00)
50100120-72540	Water	Water Main Construction & Improvements	\$ 1,884,193.00
Net Transaction:			\$ -

ORDINANCE NO. 2024 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH GEORGE GILDNER, INC., FOR THE MEADOWBROOK SUBDIVISION IMPROVEMENT PROJECT CONSTRUCTION (BID #2024-49), IN THE AMOUNT OF \$8,114,030.10

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

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with Geroge Gildner, Inc. (CONTRACTOR) be approved for the Meadowbrook Subdivision Improvement Construction (PROJECT) in the amount of \$8,114,030.10; and

WHEREAS, PROJECT consists of work necessary for the installation of a replacement water main, increasing the pipe size to 8 - inch ductile iron pipes. All water service lines from the water main to the homes will be replaced.

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

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

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

Section 2. The City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 22nd day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
GEORGE GILDNER, INC.**

**FOR
MEADOWBROOK SUBDIVISION IMPROVEMENT PROJECT**

THIS AGREEMENT, dated this ____ day of ____ April ____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and ____ George Gildner, Inc. ____ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

This Agreement was subject to the following procurement initiative by the CITY:

Meadowbrook Subdivision Improvement Project Bid # 2024-49 (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

If to VENDOR:

George Gildner, Inc.
 2031 Ireland Grove Rd.
 PO Box 846
 Bloomington, IL 61704

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR George Guldnor
By: Michael J. Lyle
Its President

By: Debra B. Guldnor
Its Treas.

EXHIBITS A & B

Re-Bid #2024-49 Meadowbrook Subdivision Improvement Project				George Gildner Inc.	
Line Item	Description	Quantity	UNIT	Unit Cost	Total
20101200	TREE ROOT PRUNING	16	EACH	\$50.00	\$800.00
20200100	EARTH EXCAVATION	108	CU YD	\$44.00	\$4,752.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	2455	SQ YD	\$13.00	\$31,915.00
25000110	SEEDING, CLASS 1A	0.51	ACRE	\$57,000.00	\$29,070.00
25000400	NITROGEN FERTILIZER NUTRIENT	46	POUND	\$10.00	\$460.00
25000600	POTASSIUM FERTILIZER NUTRIENT	46	POUND	\$10.00	\$460.00
25100630	EROSION CONTROL BLANKET	2455	SQ YD	\$7.00	\$17,185.00
28000250	TEMPORARY EROSION CONTROL SEEDING	56	POUND	\$5.00	\$280.00
28000510	INLET FILTERS	22	EACH	\$145.00	\$3,190.00
35101600	AGGREGATE BASE COURSE, TYPE B 4"	720	SQ YD	\$12.00	\$8,640.00
35101800	AGGREGATE BASE COURSE, TYPE B 6"	7007	SQ YD	\$14.00	\$98,098.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	1362	SQ YD	\$138.00	\$187,956.00
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	2813	SQ FT	\$10.00	\$28,130.00
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	4108	SQ FT	\$11.00	\$45,188.00
42400800	DETECTABLE WARNINGS	284	SQ FT	\$28.00	\$7,952.00
44000100	PAVEMENT REMOVAL	7034	SQ YD	\$16.00	\$112,544.00
44000200	DRIVEWAY PAVEMENT REMOVAL	1382	SQ YD	\$30.00	\$41,460.00
44000400	GUTTER REMOVAL	13385	FOOT	\$14.00	\$187,390.00
44000600	SIDEWALK REMOVAL	6689	SQ FT	\$3.00	\$20,067.00
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	7034	SQ YD	\$94.00	\$661,196.00
55100500	STORM SEWER REMOVAL 12"	520	FOOT	\$10.00	\$5,200.00
55100700	STORM SEWER REMOVAL 15"	50	FOOT	\$10.00	\$500.00
56100015	DUCTILE IRON WATER MAIN TEE, 8" X 6"	10	EACH	\$786.00	\$7,860.00
56100020	DUCTILE IRON WATER MAIN TEE, 8" X 8"	4	EACH	\$910.00	\$3,640.00
56100050	DUCTILE IRON WATER MAIN TEE, 12" X 6"	3	EACH	\$1,100.00	\$3,300.00
56100055	DUCTILE IRON WATER MAIN TEE, 12" X 8"	5	EACH	\$1,400.00	\$7,000.00
56101150	DUCTILE IRON WATER MAIN REDUCER, 8" X 6"	3	EACH	\$525.00	\$1,575.00
*56103000	DUCTILE IRON WATER MAIN 6"	100	FOOT	\$83.00	\$8,300.00
*56103100	DUCTILE IRON WATER MAIN 8"	5900	FOOT	\$258.00	\$1,522,200.00
*56103300	DUCTILE IRON WATER MAIN 12"	1250	FOOT	\$285.00	\$356,250.00
*56103510	DUCTILE IRON WATER MAIN 20"	10	FOOT	\$775.00	\$7,750.00
*56105000	WATER VALVES 8"	18	EACH	\$3,800.00	\$68,400.00
*56105200	WATER VALVES 12"	6	EACH	\$6,400.00	\$38,400.00
*56105410	WATER VALVES 20"	1	EACH	\$19,000.00	\$19,000.00
*56109100	TAPPING VALVES AND SLEEVES 12"	2	EACH	\$7,000.00	\$14,000.00

56109400	DUCTILE IRON WATER MAIN FITTINGS 8" 11.25 DEGREE BEND	38	EACH	\$900.00	\$34,200.00
56109408	DUCTILE IRON WATER MAIN FITTINGS 8" 22.50 DEGREE BEND	4	EACH	\$900.00	\$3,600.00
56109420	DUCTILE IRON WATER MAIN FITTINGS 8" 45.00 DEGREE BEND	26	EACH	\$1,000.00	\$26,000.00
56109424	DUCTILE IRON WATER MAIN FITTINGS 12" 45.00 DEGREE BEND	6	EACH	\$1,500.00	\$9,000.00
56109432	DUCTILE IRON WATER MAIN FITTINGS 6" 90.00 DEGREE BEND	1	EACH	\$400.00	\$400.00
56109434	DUCTILE IRON WATER MAIN FITTINGS 8" 90.00 DEGREE BEND	1	EACH	\$500.00	\$500.00
*56400500	FIRE HYDRANTS TO BE REMOVED	13	EACH	\$100.00	\$1,300.00
*56400820	BOX	15	EACH	\$6,200.00	\$93,000.00
60200305	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	2	EACH	\$9,000.00	\$18,000.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	4	EACH	\$3,000.00	\$12,000.00
60500040	REMOVING MANHOLES	1	EACH	\$300.00	\$300.00
60500060	REMOVING INLETS	6	EACH	\$200.00	\$1,200.00
60608572	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.18	13385	FOOT	\$49.00	\$655,865.00
67100100	MOBILIZATION	1	L SUM	\$30,000.00	\$30,000.00
*X0324878	ADJUSTING SANITARY SEWER SERVICE LINE	10	EACH	\$5,300.00	\$53,000.00
*X0487700	SANITARY SEWER REMOVAL 10"	45	FOOT	\$20.00	\$900.00
*X0487800	SANITARY SEWER REMOVAL 12"	133	FOOT	\$10.00	\$1,330.00
*X0487800	SANITARY SEWER REMOVAL 12"	133	FOOT	\$10.00	\$1,330.00
*X1200297	TYPE 11 FRAME AND GRATE	2	EACH	\$3,000.00	\$6,000.00
*X5510010	STORM SEWER CONNECTION	2	EACH	\$600.00	\$1,200.00
*X5610656	WATER MAIN TO BE ABANDONED, 6"	7000	FOOT	\$2.00	\$14,000.00
*X5610662	WATER MAIN TO BE ABANDONED, 12"	1150	FOOT	\$10.00	\$11,500.00
*X6023212	INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE, SPECIAL	1	EACH	\$5,400.00	\$5,400.00
*X6050500	REMOVE FRAME AND GRATES (SPECIAL)	3	EACH	\$300.00	\$900.00
*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$42,000.00	\$42,000.00
*Z0013798	CONSTRUCTION LAYOUT	1	L SUM	\$51,218.00	\$51,218.00
*Z0056608	INCH	520	FOOT	\$332.00	\$172,640.00
*Z0056610	INCH	50	FOOT	\$360.00	\$18,000.00
*Z0057000	SANITARY SEWER 10"	45	FOOT	\$70.00	\$3,150.00
*Z0057100	SANITARY SEWER 12"	133	FOOT	\$400.00	\$53,200.00
*Z0057100	SANITARY SEWER 12"	133	FOOT	\$400.00	\$53,200.00
*Z0067500	STEEL CASINGS 16"	65	FOOT	\$202.00	\$13,130.00
*Z0067700	STEEL CASINGS 20"	80	FOOT	\$304.00	\$24,320.00
*W0002	SUBSURFACE UTILITY LAYOUT	10	EACH	\$500.00	\$5,000.00

*W0003	WATER SERVICE REPLACEMENT (PUBLIC SHORT)	68	EACH	\$2,900.00	\$197,200.00
*W0004	WATER SERVICE REPLACEMENT (PUBLIC LONG)	102	EACH	\$4,750.00	\$484,500.00
*W0005	WATER SERVICE REPLACEMENT (PRIVATE)	170	EACH	\$10,100.00	\$1,717,000.00
*W0006	DUCTILE IRON WATER MAIN CROSS, 20" X 12"	1	EACH	\$10,800.00	\$10,800.00
Total					\$7,376,391.00

Re-Bid #2024-49 Meadowbrook Subdivision Improvement Project				George Gildner Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	bid.	1	LS	\$737,639.10	\$737,639.10
	Total				\$737,639.10

Re-Bid #2024-49 Meadowbrook Subdivision Improvement Project				George Gildner Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20101200	TREE ROOT PRUNING	16	EACH	\$50.00	\$800.00
20200100	EARTH EXCAVATION	108	CU YD	\$44.00	\$4,752.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	2455	SQ YD	\$13.00	\$31,915.00
25000110	SEEDING, CLASS 1A	0.51	ACRE	\$57,000.00	\$29,070.00
25000400	NITROGEN FERTILIZER NUTRIENT	46	POUND	\$10.00	\$460.00
25000600	POTASSIUM FERTILIZER NUTRIENT	46	POUND	\$10.00	\$460.00
25100630	EROSION CONTROL BLANKET	2455	SQ YD	\$7.00	\$17,185.00
28000250	TEMPORARY EROSION CONTROL SEEDING	56	POUND	\$5.00	\$280.00
28000510	INLET FILTERS	22	EACH	\$145.00	\$3,190.00
35101600	AGGREGATE BASE COURSE, TYPE B 4"	720	SQ YD	\$12.00	\$8,640.00
35101800	AGGREGATE BASE COURSE, TYPE B 6"	7007	SQ YD	\$14.00	\$98,098.00
	PORTLAND CEMENT CONCRETE DRIVEWAY				
42300200	PAVEMENT, 6 INCH	1362	SQ YD	\$138.00	\$187,956.00
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	2813	SQ FT	\$10.00	\$28,130.00
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	4108	SQ FT	\$11.00	\$45,188.00
42400800	DETECTABLE WARNINGS	284	SQ FT	\$28.00	\$7,952.00
44000100	PAVEMENT REMOVAL	7034	SQ YD	\$16.00	\$112,544.00
44000200	DRIVEWAY PAVEMENT REMOVAL	1382	SQ YD	\$30.00	\$41,460.00
44000400	GUTTER REMOVAL	13385	FOOT	\$14.00	\$187,390.00
44000600	SIDEWALK REMOVAL	6689	SQ FT	\$3.00	\$20,067.00
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	7034	SQ YD	\$94.00	\$661,196.00
55100500	STORM SEWER REMOVAL 12"	520	FOOT	\$10.00	\$5,200.00
55100700	STORM SEWER REMOVAL 15"	50	FOOT	\$10.00	\$500.00
56100015	DUCTILE IRON WATER MAIN TEE, 8" X 6"	10	EACH	\$786.00	\$7,860.00
56100020	DUCTILE IRON WATER MAIN TEE, 8" X 8"	4	EACH	\$910.00	\$3,640.00
56100050	DUCTILE IRON WATER MAIN TEE, 12" X 6"	3	EACH	\$1,100.00	\$3,300.00
56100055	DUCTILE IRON WATER MAIN TEE, 12" X 8"	5	EACH	\$1,400.00	\$7,000.00
56101150	DUCTILE IRON WATER MAIN REDUCER, 8" X 6"	3	EACH	\$525.00	\$1,575.00
*56103000	DUCTILE IRON WATER MAIN 6"	100	FOOT	\$83.00	\$8,300.00
*56103100	DUCTILE IRON WATER MAIN 8"	5900	FOOT	\$258.00	\$1,522,200.00
*56103300	DUCTILE IRON WATER MAIN 12"	1250	FOOT	\$285.00	\$356,250.00
*56103510	DUCTILE IRON WATER MAIN 20"	10	FOOT	\$775.00	\$7,750.00
*56105000	WATER VALVES 8"	18	EACH	\$3,800.00	\$68,400.00
*56105200	WATER VALVES 12"	6	EACH	\$6,400.00	\$38,400.00
*56105410	WATER VALVES 20"	1	EACH	\$19,000.00	\$19,000.00
*56109100	TAPPING VALVES AND SLEEVES 12"	2	EACH	\$7,000.00	\$14,000.00
	DUCTILE IRON WATER MAIN FITTINGS 8" 11.25				
56109400	DEGREE BEND	38	EACH	\$900.00	\$34,200.00
	DUCTILE IRON WATER MAIN FITTINGS 8" 22.50				
56109408	DEGREE BEND	4	EACH	\$900.00	\$3,600.00
	DUCTILE IRON WATER MAIN FITTINGS 8" 45.00				
56109420	DEGREE BEND	26	EACH	\$1,000.00	\$26,000.00
	DUCTILE IRON WATER MAIN FITTINGS 12" 45.00				
56109424	DEGREE BEND	6	EACH	\$1,500.00	\$9,000.00
	DUCTILE IRON WATER MAIN FITTINGS 6" 90.00				
56109432	DEGREE BEND	1	EACH	\$400.00	\$400.00
	DUCTILE IRON WATER MAIN FITTINGS 8" 90.00				
56109434	DEGREE BEND	1	EACH	\$500.00	\$500.00
*56400500	FIRE HYDRANTS TO BE REMOVED	13	EACH	\$100.00	\$1,300.00

FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE			
*56400820	BOX	15 EACH	\$6,200.00 \$93,000.00
CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3			
60200305	FRAME AND GRATE	2 EACH	\$9,000.00 \$18,000.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	4 EACH	\$3,000.00 \$12,000.00
60500040	REMOVING MANHOLES	1 EACH	\$300.00 \$300.00
60500060	REMOVING INLETS	6 EACH	\$200.00 \$1,200.00
COMBINATION CONCRETE CURB AND GUTTER,			
60608572	TYPE M-4.18	13385 FOOT	\$49.00 \$655,865.00
67100100	MOBILIZATION	1 L SUM	\$30,000.00 \$30,000.00
*X0324878	ADJUSTING SANITARY SEWER SERVICE LINE	10 EACH	\$5,300.00 \$53,000.00
*X0487700	SANITARY SEWER REMOVAL 10"	45 FOOT	\$20.00 \$900.00
*X0487800	SANITARY SEWER REMOVAL 12"	133 FOOT	\$10.00 \$1,330.00
*X0487800	SANITARY SEWER REMOVAL 12"	133 FOOT	\$10.00 \$1,330.00
*X1200297	TYPE 11 FRAME AND GRATE	2 EACH	\$3,000.00 \$6,000.00
*X5510010	STORM SEWER CONNECTION	2 EACH	\$600.00 \$1,200.00
*X5610656	WATER MAIN TO BE ABANDONED, 6"	7000 FOOT	\$2.00 \$14,000.00
*X5610662	WATER MAIN TO BE ABANDONED, 12"	1150 FOOT	\$10.00 \$11,500.00
INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE,			
*X6023212	SPECIAL	1 EACH	\$5,400.00 \$5,400.00
*X6050500	REMOVE FRAME AND GRATES (SPECIAL)	3 EACH	\$300.00 \$900.00
*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1 L SUM	\$42,000.00 \$42,000.00
*Z0013798	CONSTRUCTION LAYOUT	1 L SUM	\$51,218.00 \$51,218.00
STORM SEWER (WATER MAIN REQUIREMENTS) 12			
*Z0056608	INCH	520 FOOT	\$332.00 \$172,640.00
STORM SEWER (WATER MAIN REQUIREMENTS) 15			
*Z0056610	INCH	50 FOOT	\$360.00 \$18,000.00
*Z0057000	SANITARY SEWER 10"	45 FOOT	\$70.00 \$3,150.00
*Z0057100	SANITARY SEWER 12"	133 FOOT	\$400.00 \$53,200.00
*Z0057100	SANITARY SEWER 12"	133 FOOT	\$400.00 \$53,200.00
*Z0067500	STEEL CASINGS 16"	65 FOOT	\$202.00 \$13,130.00
*Z0067700	STEEL CASINGS 20"	80 FOOT	\$304.00 \$24,320.00
*W0002	SUBSURFACE UTILITY LAYOUT	10 EACH	\$500.00 \$5,000.00
*W0003	WATER SERVICE REPLACEMENT (PUBLIC SHORT)	68 EACH	\$2,900.00 \$197,200.00
*W0004	WATER SERVICE REPLACEMENT (PUBLIC LONG)	102 EACH	\$4,750.00 \$484,500.00
*W0005	WATER SERVICE REPLACEMENT (PRIVATE)	170 EACH	\$10,100.00 \$1,717,000.00
*W0006	DUCTILE IRON WATER MAIN CROSS, 20" X 12"	1 EACH	\$10,800.00 \$10,800.00
Total			\$7,376,391.00

Re-Bid #2024-49 Meadowbrook Subdivision Improvement Project				George Gildner Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Contingency Amount – Based on 10% of base bid.	1	LS	\$737,639.10	\$737,639.10
Total					\$737,639.10



CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving a Community Change Grant Partnership Agreement between the City of Bloomington and Home Sweet Home Ministries, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The U.S. Environmental Protection Agency is currently offering up to \$2 billion dollars for its Environmental and Climate Justice Community Change Grants program. The City is in the process of completing an application that will seek approximately \$18,690,000 to help fund the work known as the East Street Basin. This includes approximately 5,700 lineal feet of storm sewer and combined sewer pipes, roadway reconstruction, two detention basins, and a park area and sidewalk around the basins.

The City's proposed partner for the Change Grant is Home Sweet Home Ministries ("HSHM"). HSHM is a non-profit 501(c)(3) that provides congregate shelter to individuals and families. Under the proposed partnership agreement, HSHM would use funds to repair the roof of one of its shelters at 303 E. Oakland Ave. in Bloomington, Illinois. This building currently provides shelter to the homeless. Funds would also be used to add solar panels to that building, once the roof is repaired, and to its other building at 301 E. Oakland Ave., which is where HSHM operates a low-income food co-op and community center. Finally, HSHM would use the remaining funds to either: (1) improve and expand their congregate shelter space on their current property; or (2) develop a non-congregate shelter facility at a location within McLean County that is zoned and cited for said use. All details on the expansion/development will be finalized by the time of grant award.

The proposed partnership agreement reflects a collaborative effort between the City of Bloomington and Home Sweet Home Ministries to address not only critical infrastructure needs, but also to address the needs of individuals experiencing homelessness in our community. By leveraging our resources and expertise, we can maximize the impact of the Change Grant and make meaningful progress toward our shared goals.

As part of the grant and Partnership Agreement, the City would also provide three sub-awards as follows: (1) \$50,000 to the Ecology Action Center for educational signage in the park around the basin as well as native tree and solar power displays; (2) \$10,000 to the Library Foundation for story board(s) to be placed at the basin; and (3) \$250,000 to the

Salvation Army for the addition of fire suppression and other improvements at their shelter at 611 W. Washington Street in Bloomington, Illinois, for increased shelter capacity. Again, all details on the sub-awards will be completed by the time of grant award.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Home Sweet Home Ministries; Chestnut Health Systems; the Bloomington Housing Authority; the Friends of the Constitution Trail; Salvation Army; Library Foundation

FINANCIAL IMPACT: There is no financial impact associated with approval of the Partnership Agreement which is contingent upon receiving the requested grant funds.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, Deputy City Manager

ATTACHMENTS:

[ADM 3B Ordinance](#)

[ADM 3C Agreement](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE APPROVING A COMMUNITY CHANGE GRANT PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND HOME SWEET HOME MINISTRIES

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

WHEREAS, the Community Change Grant Program (“Change Grant”) provides funding opportunities to address pressing community issues through partnerships; and

WHEREAS, the City recognizes the importance of addressing community needs such as homelessness and infrastructure improvements; and

WHEREAS, between June 25, 2021, and June 26, 2021, the City experienced a historic rain event that produced more rainfall than a 500-year storm and caused citywide flooding; and

WHEREAS, flooding in the City following a major storm event is primarily caused by undersized combined sewer mainlines, and the City is actively working to address problem areas in a cost-effective manner; and

WHEREAS, the proposed East Street Detention Basin Project (“Basin”) is part of a largescale, multi-phase project that will divert and detain stormwater using sewer separation for diversion and detention basins for detainment; and

WHEREAS, the Basin will also serve as a community asset, providing green space and recreational opportunities to the community; and

WHEREAS, Home Sweet Home Ministries (“HSHM”) has demonstrated a commitment to supporting the homeless population and addressing related community challenges; and

WHEREAS, the City and HSHM are proposing to partner together for the Change Grant for the benefit of the community; and

WHEREAS, HSHM is proposing to use its portion of the grant funds to repair a roof on one of its shelter buildings and to place solar panels on both shelter buildings located off Oakland Avenue; and

WHEREAS, HSHM will also use funds to either improve and expand its congregate shelter facilities on its current property or develop a non-congregate shelter facility at a location that is zoned and cited for said use; and

WHEREAS, as part of the Partnership Agreement, the Ecology Action Center will receive \$50,000 to incorporate signage, displays and native plants or trees within the Basin, and information on solar power; and

WHEREAS, as part of the Partnership Agreement, the Library Foundation will receive \$10,000 to incorporate one or more story boards around the Basin; and

WHEREAS, as part of the Partnership Agreement, the Salvation Army will receive \$250,000 for the addition of fire suppression and other improvements at their shelter at 611 W. Washington Street in Bloomington, Illinois, for increased shelter capacity; and

WHEREAS, the Community Change Grant Program provides an opportunity for collaborative partnerships to leverage resources and expertise for the betterment of the community as set forth in the proposed Partnership Agreement; and

WHEREAS, the City Council finds it in the best interest of the City to approve the proposed Community Change Grant Partnership Agreement.

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

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

Section 2. The proposed Community Change Grant Program Partnership Agreement between the City of Bloomington and Home Sweet Home Ministries is hereby approved and the Mayor is authorized to execute said agreement.

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

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

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

PASSED this 22nd day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Community Change Grant Program Partnership Agreement

This Partnership Agreement ("Agreement") by and between the City of Bloomington, Illinois ("CITY"), the Lead Applicant, and Home Sweet Home Ministries ("HSHM") the Statutory Partner, is hereby entered into this ____ day of April, 2024, and in furtherance thereof Parties agree to the following:

I. NAME

This Partnership will be known as the City of Bloomington/Home Sweet Home Ministries Change Grant Partnership (the "Partnership").

II. THE PARTNERSHIP

The Partners wish to become partners for the purpose of the EPA Community Change Grant. The terms and conditions of their Partnership will be outlined in this Agreement. The Partnership's primary place of business will be c/o City of Bloomington, 115 E. Washington Street, Suite 402, Bloomington, Illinois, 61701.

The Partnership's primary purpose is to foster collaboration and synergy between public and private entities to tackle multifaceted challenges within the community including flooding, proper drainage and homelessness. The Partnership will be governed under the laws of the State of Illinois. If applicable, the Partners will cooperate to obtain any necessary licenses and permits to do business, register any name under which it is "Doing Business As" ("DBA"), and obtain a Federal Employer Identification Number ("EIN").

The Partnership will be terminated only as outlined in this Agreement.

III. CONTRIBUTIONS

The Partners intend to make contribution to the Partnership as follows:

- City of Bloomington: **\$19,000,000**. The scope of work is construction of approximately 5,700 lineal feet of storm sewer and combined sewer pipes, roadway reconstruction, two detention basins, and a park area and sidewalk around the basins. They will also give subawards in the following amounts: (1) \$50,000 to the Ecology Action Center for educational signage in the park around the basin as well as native tree and solar power displays; (2) \$10,000 to the Library Foundation for story board(s) to be placed at the basin; and (3) \$250,000 to the Salvation Army for the addition of fire suppression systems and/or other improvements at 611 W. Washington Street in Bloomington, Illinois, to allow increased increase shelter capacity for the community's homeless population. All details on the subawards are anticipated to be completed by the time of grant award.

- Home Sweet Home Ministries, Inc.: **\$1,000,000**. The scope of work includes fixing their roof on their building at 303 E. Oakland which provides shelter to homeless families and individuals; adding solar power to this shelter and their building at 301 E. Oakland, which is where they operate a low-income food co-op and community center. The money will also be used by Home Sweet Home Ministries, at its discretion, to either: (1) improve and expand their congregate shelter space on their current property; or (2) develop a non-congregate shelter facility at a location within McLean County that is zoned and cited for said use. All details on the expansion/development are anticipated to be finalized by the time of grant award.

IV. INTEREST AND AUTHORITY

The Partners' ownership interest in the Partnership will be as follows:

- City of Bloomington: **95%**
- Home Sweet Home Ministries: **5%**

Unless stated otherwise in this agreement, any decisions requiring a joint contract or otherwise will require unanimous approval by all Partners.

The Partnership qualifies and the Partners hereby agree to opt-out of appointing a partnership representative under 26 U.S. Code § 6221.

V. COSTS

There are no anticipated additional costs associated with this partnership agreement.

VI. PROFITS

There are no anticipated profits as an outcome of this grant agreement other than the allocation of grant funding referenced above.

VII. SALARY

If a permanent salary is to be established for any person or entity associated with the Partnership All Partners must give their unanimous consent including the amount of salary to be given to each Partner.

VIII. ACCOUNTING

The Partners hereby agree that:

- All accounts related to the Partnership including contribution and distribution accounts will be audited upon a majority vote of the Partners.
- All Partners will maintain an individual contribution account, will maintain individual distribution accounts, and will keep accurate and complete books of account for all accounts related to the Partnership.
- Any Partner, whether majority or minority, will be allowed to review all books of account at any time they request.
- Each Partner will be responsible for his or her own taxes on any distributions made.
- Accounting records will be kept on a cash basis.
- The fiscal year will be complete on the last day of April of each year. All Partners will present their position on the state of the Partnership within two weeks of the completion of each fiscal year.

IX. NEW PARTNERS

If desired and necessary, the Partnership will amend this agreement to include new partners upon the written and unanimous vote of all Partners.

The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of all Partners.

X. ADDITIONAL TERMS AND CONDITIONS

Responsibilities.

The CITY as Lead Applicant is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities, if any. The CITY will be responsible for the receipt of federal funds from EPA and the proper distribution of these funds and will bear liability for unallowable costs incurred by the City.

HSHM shall be responsible for the design, acquisition, and completion of the work contemplated to be done on its property including any Program Planning and Impact Assessment Design required. HSHM shall also be responsible for any unallowable costs incurred by HSHM. with Program Planning and Impact Assessment Design.

Disputes between the partners shall be resolved through mediation by a professional, third-party agreeable to the Partners. If no agreement can be reached, either party may petition a court of appropriate jurisdiction to appoint an independent mediator to decide the matter. All mediation will be final. EPA is not a party to the Partnership Agreement, and any disputes between the parties must be resolved under Illinois law applicable to the Partnership Agreement.

The City shall be responsible for compliance and legal issues, and managing all risks associated with the project. If the Statutory Partner has to be replaced due to performance issues, the City will ensure that the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years. Note that replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)(6).

The Lead Applicant and Statutory Partner's agreement, if the proposed application is selected for award, will draft and enter into a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance and that contains terms and conditions.

Limitations.

All commitments made by the City, HSHM, and the Partnership are subject to the availability of appropriated funds and budget priorities.

Nothing in this Agreement, in and of itself, obligates the Partnership to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. This Agreement does not exempt HRHM or any other organization from EPA policies for competition for financial assistance agreements or procurement contracts.

Audit and Compliance Requirements.

The Partners will cooperate with one another to ensure that any information, including audits of HSHM's use of funds awarded, shall be made available to the partnership and/or partners to ensure compliance with any local, State, or Federal reporting requirements.

If an audit reveals any items of noncompliance, HSHM will promptly correct the noncompliance. HSHM shall submit to City, in writing and within 30 days of receiving written notice of noncompliance, the following: a root cause analysis, an explanation of corrective action, and a preventive action plan. If the noncompliance is not addressed to City's satisfaction, City may terminate the partnership.

Termination.

Either party may, upon written notification, terminate this Agreement. In any event, the terms and provisions in the Agreement will sunset three years from the date of signature, unless the parties renegotiate and renew a partnership agreement prior to the expiration date. This Agreement, and all obligations hereunder, shall be contingent upon receipt and award of an EPA Community Change Grant. In the event the parties receive an EPA Community Change Grant for less than the amount requested, the amounts set forth in Section III herein shall be pro-rated accordingly.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Partnership Agreement to take effect on the date first above written, for the uses and purposes set forth above.

CITY OF BLOOMINGTON, ILLINOIS,
a Municipal Corporation

BY: _____
Mboka Mwilambwe, Mayor

ATTEST: _____
Leslie Yocum, City Clerk

HOME SWEET HOME MINISTRIES
an Illinois not-for-profit Corporation

BY: _____
Matthew Burgess, President

ATTEST: _____



CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2025; and (2) An Ordinance Authorizing a Construction Agreement with Rowe Construction, Inc., for the Route 9 Emergency Watermain and Lead Service Line Replacement, in the Amount of \$805,629.11, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: On March 11, 2024, Council approved an agreement with Hutchison Engineering, Inc., for the design services associated with the Route 9 Emergency Watermain and Lead Services Line Replacement project in coordination with an Illinois Department of Transportation (IDOT) roadway improvement project.

IDOT awarded the project to Rowe Construction for this portion of the improvement and is expected to start construction this spring/summer that involves the reconstruction of Illinois Route 9 (from just west of Martin Luther King Jr. Drive to just east of N. Hinshaw Ave., including portions of White Oak Rd. and W. Locust St.). As IDOT is doing this work, the City has an opportunity to replace watermain and lead service lines within the same area. The watermain replacement will upgrade the water distribution infrastructure and improve system reliability, fire protection, water quality, and pressure. The project intends to replace approximately 730 linear feet of 4-inch cast iron water main that was installed in 1881 to 8-inch ductile iron pipe. The project will also replace all water service lines from the watermain to the water meter located inside the homes. Completing the Water Department's proposed infrastructure upgrades concurrently with IDOT's roadwork will reduce the overall disruption to residents and businesses. It prevents the inconvenience of multiple construction phases and subsequent road closures and allows for a more efficient allocation of resources.

A 10% contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A Bid Wavier

FINANCIAL IMPACT: This is a FY 2025 Budget Item. If approved, the City will enter into a Construction Agreement with Rowe Construction, Inc., for the Route 9 Emergency Watermain and Lead Service Line Replacement, in the Amount of \$805,629.11. This will be paid out of Water Transmission & Distribution-Watermain Construction and Improvements account (50100120-72540). The details of the accounts effected by the budget amendment are reflected in the Exhibit. Since this is not a budgeted item, there are no page numbers to reference for stakeholders in the FY 2025 Budget Books.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents)

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:

[WTR 2C Ordinance \(Budget\)](#)

[WTR 2B Ordinance Exhibit A](#)

[WTR 2D Ordinance](#)

[WTR 2E Agreement](#)

[WTR 2F Quotes](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2025

WHEREAS, on April 8, 2024, by Ordinance Number 2024-024, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2024, and Ending April 30, 2025, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 9, 2024; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2025 Budget to increase the FY 2025 Water Fund Budget by \$805,629.11 utilizing Water Fund Balance, for the Route 9 Emergency Watermain and Lead Service Line Replacement, as requested by the Water and Finance Departments.

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

Section 1. Ordinance Number 2024-024 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2024) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section 2. Except as provided for herein, Ordinance Number 2024-024 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 2024-024.

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

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

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

PASSED this 22nd day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2025 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
50100110-40000	Water	Use of Fund Balance	\$ (805,629.11)
50100120-72540	Water	Water Main Contruction & Improvements	\$ 805,629.11
Net Transaction:			\$ -

ORDINANCE NO. 2024 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH ROWE CONSTRUCTION, INC., FOR THE ROUTE 9 WATERMAIN AND LEAD SERVICE REPLACEMENT PROJECT CONSTRUCTION, IN THE AMOUNT OF \$805,629.11

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

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with Rowe Construction, Inc. (CONTRACTOR) be approved for the Route 9 Watermain and Lead Service Replacement (PROJECT) in the amount of \$805629.11; and

WHEREAS, PROJECT consists of work necessary for the installation of a replacement water main, increasing the pipe size to 8-inch ductile iron pipes. All water service lines from the water main to the homes will be replaced; and

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

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

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

Section 2. The City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 22nd day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
ROWE CONSTRUCTION, INC.
FOR
ROUTE 9 WATERMAIN AND LEAD SERVICE LINE REPLACEMENT

THIS AGREEMENT, dated this ____ day of April, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Rowe Construction, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

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

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City’s notice. The VENDOR will send a

copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.

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

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

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

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

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

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

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

If to VENDOR:

Rowe Construction
Attn: Al Ruhrup
1523 Cottage Ave.
Bloomington, IL 61701

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

ROWE CONSTRUCTION, INC.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
Its City Clerk

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

All work to be completed in accordance with the Hutchison Engineering, Inc. Water Main Construction Plans, attached to this Exhibit A.

Vendor acknowledges that the work outlined in the attached Plan is being performed in tandem with an Illinois Department of Transportation ("IDOT") improvement project (Contract 70855-140) in the same location, and that final performance and completion of this Agreement shall not extend beyond the substantial completion of the work being performed for IDOT.

EXHIBIT B
COSTS/FEEES

The City agrees to issue payment to Vendor within 30 days of receipt of an itemized Pay Estimate that reflects the pricing provided in the Quote attached to this Exhibit B.



IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

To: City of Bloomington
Address:

Attn: Ed Andrews

Phone:

Fax:

Addendum:

Date: 04/16/2024

Project: IL 9 Emergency Water Main Replacement

Client #	Description	Quant.	Unit	Unit Price	Ext Price
	Seeding Special Complete	1.000	LS	\$15,644.88	\$15,644.88
	Aggregate Base Course Ty B 8"	1,478.000	SY	\$ 37.16	\$54,922.48
	Pavement Removal	682.000	SY	\$ 38.47	\$26,236.54
	HMA Surface Removal VD	169.000	SY	\$ 18.74	\$3,167.06
	Sidewalk Removal	1,530.000	SF	\$ 7.10	\$10,863.00
	Driveway Pavement Removal	42.000	SY	\$ 19.05	\$ 800.10
	Comb Curb & Gutter Removal	740.000	FT	\$ 14.34	\$10,611.60
	Water Main 4"	6.000	FT	\$ 352.00	\$2,112.00
	Water Main 6"	58.000	FT	\$ 192.50	\$11,165.00
	Water Main 8"	1,541.000	FT	\$ 176.00	\$271,216.00
	Water Service Line, 1" Short	9.000	EA	\$3,740.00	\$33,660.00
	Water Service Line, 1" Private	9.000	EA	\$10,780.00	\$97,020.00
	Tapping Tee 6x6 w/ Valve & Box 6"	1.000	EA	\$8,646.00	\$8,646.00
	Tee, DI, MJ 8x8	5.000	EA	\$ 990.00	\$4,950.00
	Tee, DI, MJ 8x6	4.000	EA	\$ 864.60	\$3,458.40
	11.25 Bend, DI, MJ 8"	3.000	EA	\$ 990.00	\$2,970.00
	22.5 Bend, DI, MJ 8"	1.000	EA	\$ 990.00	\$ 990.00
	44 Bend, DI, MJ 4"	2.000	EA	\$ 616.00	\$1,232.00
	45 Bend, DI, MJ 6"	6.000	EA	\$ 770.00	\$4,620.00
	45 Bend, DI, MJ 8"	1.000	EA	\$1,100.00	\$1,100.00
	Solid Sleeve 4"	1.000	EA	\$ 451.00	\$ 451.00
	Solid Sleeve 6"	4.000	EA	\$ 484.00	\$1,936.00
	Solid Sleeve 8"	2.000	EA	\$ 530.20	\$1,060.40
	Reducer, DI, MJ 8x4	1.000	EA	\$ 539.00	\$ 539.00
	Reducer, DI, MJ 8x6	3.000	EA	\$ 577.50	\$1,732.50
	Plug, DI, MJ 8"	1.000	EA	\$ 220.00	\$ 220.00
	Line Cap 4"	1.000	EA	\$ 330.00	\$ 330.00
	Line Cap 6"	7.000	EA	\$ 363.00	\$2,541.00
	Valve & Box 6"	1.000	EA	\$3,696.00	\$3,696.00
	Valve & Box 8"	12.000	EA	\$4,180.00	\$50,160.00
	Hydrastop (Supply) 4"	1.000	EA	\$5,126.00	\$5,126.00
	Hydrastop (Supply) 6"	4.000	EA	\$6,138.00	\$24,552.00
	Hydrastop (Supply) 8"	1.000	EA	\$6,701.20	\$6,701.20

ucm.biz

IL—Peoria

121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

IL—Springfield

3151 Robbins Rd. (62704)
P.O. Box 13420
Springfield, IL 62791
217-546-6192

IL—Winchester

Route 106 West
P.O. Box 258
Winchester, IL 62694
217-742-3103

IL—Bloomington

1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

IL—Galesburg

600 E. Main St.
P.O. Box 1488
Galesburg, IL 61402
309-342-4155





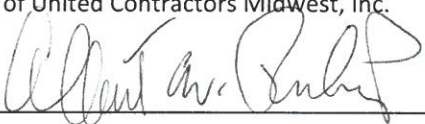
IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

Blow Off Assembly	2.000	EA	\$ 770.00	\$1,540.00
Hydrant Assy Complete	2.000	EA	\$9,020.00	\$18,040.00
Remove Exist Hydrant	1.000	EA	\$ 440.00	\$ 440.00
Remove Exist Tee	3.000	EA	\$1,320.00	\$3,960.00
Remove Exist Valve Box	7.000	EA	\$ 330.00	\$2,310.00
Pipe Removal, 4"	20.000	FT	\$ 11.00	\$ 220.00
Mobilization	1.000	LS	\$21,450.00	\$21,450.00
Traffic Control	1.000	LS	\$20,000.00	\$20,000.00
Bid Total				\$732,390.16

Taps and line stops to be performed by City of Bloomington. Sleeve, valve and line stop material to be provided by contractor.

Thank you for the opportunity to bid this work.

Rowe Construction,
A Division of United Contractors Midwest, Inc.

Signed 

Signed _____

Date 4/16/2024

Date _____



CONSENT AGENDA ITEM NO. 7.N.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Proposal of Insurance, Brokered by Arthur J. Gallagher, from May 1, 2024, to April 30, 2025, in the Amount of \$1,585,624, as requested by the Human Resources Department.

RECOMMENDED MOTION: The Proposal of Insurance 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: 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 in consultation with the City and its consultant.

Contracted services from AJG include:

- Prepare Renewal Strategy Plan for client and insurance consultant.
- Obtain renewal information from the client and prepare renewal spreadsheets and forms.
- Produce comprehensive submissions, based on underwriting data completed and present to each selected market.
- Provide the client and insurance consultant with a detailed renewal proposal outlining pricing and coverage information within the requested timeframe.
- Market/place/bind coverage as instructed by the City and 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 auto ID cards and certificates of insurance as requested by the client.
- Prepare and attend meetings, as requested by the client or insurance consultant.
- Review insurance contracts/vendor certificates as requested.

The current market continues to present challenges. Fiscal Year (FY) 2025 placement resulted in a 13.14% increase over FY 2024, however, this is below the anticipated 14.94% increase. The City feels this is a good outcome and a successful renewal. As part of a previously approved Request for Proposal (RFP #2024-09), the Brokerage fee of \$39,000 was already approved - for a total approval of \$1,624,624.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a Fiscal Year (FY) 2025 budgeted item. The overall Cost of Coverage is \$1,585,624. A Brokerage Fee of \$39,000 was previously approved by Council on October 23, 2023 (Item 8H), for FY 2025 (May 1, 2024 - April 30, 2025). The coverage cost and Brokerage fee total annual amount of \$1,624,624. The \$39,000 Brokerage Fee will be paid from the Casualty Insurance-Other Professional & Technical Services account (60150150-70220). The Cost of Coverage will be paid as follows: \$309,201 from the Casualty Insurance-Worker's Compensation Premium account (60150150-70702); \$709,681 from the Casualty Insurance-Liability Insurance Premium account (601500150-70703); and \$566,742 from the Casualty Insurance-Property Insurance Premium account (60150150-70704).

If approved, a budget transfer would be processed to reallocate FY 2025 Budget Funds as follows: \$20,855.15 would be moved from the Casualty Insurance-Worker's Compensation Premium account (60150150-70702) to the Casualty Insurance-Liability Insurance Premium account (601500150-70703) and \$45,944.95 would be moved from the Casualty Insurance-Worker's Compensation Premium account (60150150-70702) to the Casualty Insurance-Property Insurance Premium account (60150150-70704). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 137.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

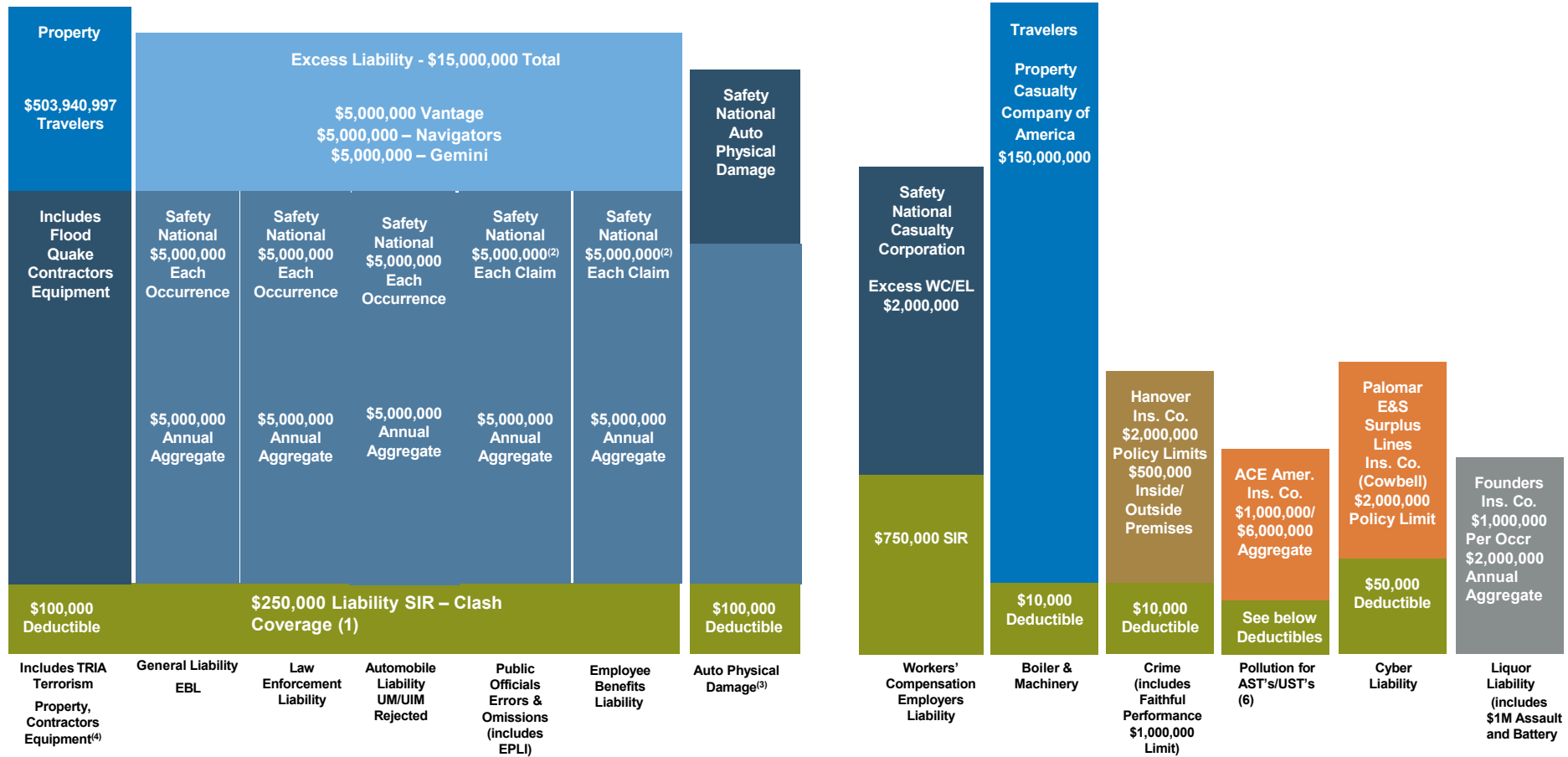
COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Alex Rosas, Safety and Risk Manager

ATTACHMENTS:

[HR 1B FY 2025 Insurance Structure Chart](#)



- (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 (including EPLI) and Employee Benefits Liability are on a Claims-Made basis. Retroactive Date is 8/1/1986 for POL/EPLI and Full Prior Acts
- (3) Safety National –Auto Physical Damage – All vehicles at ACV except Emergency Vehicles 2015 and newer at Stated Replacement Cost (RC means should a total covered loss occur this is the max amount that the carrier will pay– changes mid-term for emergency vehicles or any larger valued vehicles need to be reported to carrier and additional premium may apply).
- (4) \$100,000 Deductible (or 1% whichever is higher) for Windstorm/Hail deductible and \$250,000 Deductible for Flood Zone A.
- (5) Safety National notes: Coverage for Dams via endorsement ; Sexual Abuse under the GL Coverage provided via endorsement .
- (6) Deductible for AST's at Golf Courses \$5,000 / Deductible for UST's at Public Works \$250,000 due to aging tanks now at 32 years old.



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: April 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Appointing Jeffrey R. Jurgens as City Manager and Approving the City Manager Employment Contract, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Resolution and Contract 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 Resolution would approve a three-year employment contract with Jeffrey R. Jurgens as City Manager. Mr. Jurgens would commence employment as the City Manager with the City no later than May 6, 2024, and the agreement would end on May 5, 2027.

Details of the total compensation package can be viewed in the Contract attached to this memo.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2025 Budget for the City Manager position under Administration-Full Time Salaries account (10011110-61100).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Nicole Albertson, Human Resources Director

ATTACHMENTS:

[HR 2B Resolution](#)

[HR 2C Resolution Exhibit A - Contract](#)

RESOLUTION NO. 2024 - _____

A RESOLUTION APPOINTING JEFFREY R. JURGENS AS CITY MANAGER AND APPROVING THE
CITY MANAGER EMPLOYMENT CONTRACT

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter "City") is an Illinois home-rule municipality operating under the City Manager form of government; and

WHEREAS, the City Manager is appointed by the City Council; and

WHEREAS, the City Council desires to appoint Jeffrey R. Jurgens as City Manager, effective May 6, 2024, and desires to approve the Employment Contract attached hereto as Exhibit A.

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

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council hereby appoints Jeffrey R. Jurgens as City Manager, effective May 5, 2024, and hereby approves the Employment Contract attached hereto as Exhibit A. The Mayor is authorized to execute the Employment Contract.

Section 3. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 22nd day of April 2024.

APPROVED this _____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CONTRACT BETWEEN
THE CITY OF
BLOOMINGTON AND
JEFFREY R. JURGENS**

THIS AGREEMENT, made and entered into this 23rd day of April, 2024, by and between the City of Bloomington, Illinois, a municipal corporation, hereinafter sometimes referred to as "the City", and JEFFREY R. JURGENS, hereinafter sometimes referred to as "City Manager" or "the Manager", each of whom understand as follows:

WITNESSETH:

WHEREAS, the City has by referendum a Council-Manager form of government; and

WHEREAS, the City desires to employ the services of JEFFREY R. JURGENS as City Manager of the City of Bloomington as provided by the City Code of the City of Bloomington, 1960, as amended; and Article 5 of Chapter 65 of the Illinois Municipal Code, Illinois Compiled Statutes, 2008, as amended; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for the Manager; and

WHEREAS, it is the desire of the City to (1) retain the services of the Manager and to provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring the Manager's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the manager, and (4) provide a just and equitable means for terminating the Manager's services at such time as he may be unable to discharge his duties for any reason or when the City may desire to otherwise terminate his employment; and

WHEREAS, the Manager desires employment as City Manager of the City of Bloomington.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

Section 1: Duties

The City hereby agrees to employ said JEFFREY R. JURGENS as City Manager of said City to perform the functions and duties specified in said City of Bloomington City Code, 1960, as amended, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign, and as provided by law.

Section 2: Term

- A. This Agreement shall commence on May 6, 2024. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of the Manager at any time, subject only to the provisions set forth in Section Four of this Agreement. This Agreement shall terminate on May 05th, 2027. The City Manager shall commence his duties no later than May 06th, 2024.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the City, subject only to the provisions set forth in Section Four of this Agreement.
- C. The Manager agrees to remain in the exclusive employ of the City until May 05th, 2027, and he shall not accept other employment, including employment by any other City, until said termination date, unless said termination date is affected as hereinafter provided.
- D. The Manager shall not be prohibited from occasional teaching, writing, consulting or self-employment activities not in conflict with the City's interests.

Section 3: Suspension and Termination

The City may suspend, with or without full pay and benefits, or terminate the Manager at any time during the term of this Agreement, but only if:

- A. The Manager and a majority of the Council agree, or
- B. After a public hearing, a majority of the Council votes to suspend or terminate the Manager for just cause; provided, however, that the Manager shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council. Just cause is defined as the commission of any act involving moral turpitude which places the City into disrepute or intentional disobedience to or negligence in following lawful directives of the City Council as expressed in its legislative actions or its annual evaluation of the City Manager.

Section 4: Termination and Severance Pay

- A. The Manager may be terminated by a majority vote of the members of the full governing body at a duly authorized public meeting. Further, if the City acts to amend any provisions of the ordinance pertaining to the role, duties, powers, authority, and responsibilities of the Manager's position that substantially changes the nature of the position and/or the form of government, then the Manager may declare that such amendments constitute a termination.

In the event a termination of the Manager occurs before expiration of the aforesaid term of employment and during such time that the Manager is willing and able to perform his duties under this Agreement, then in that event, the City agrees to pay the Manager a lump sum cash payment equal to six (6) months aggregate salary, allowances, and benefits as

severance pay as defined in this Agreement. The Manager shall also be compensated for all accrued and earned vacation leave at the time of termination. The severance pay or lump sum cash payment equal to six (6) months aggregate salary, allowances, and benefits together with compensation for all accrued and earned vacation leave will also be paid by the City in the event a new employment agreement with similar terms and conditions of employment is not entered into within thirty (30) days of the termination date of this Agreement by the new Mayor and City Council. However, in the event the Manager is terminated because of his conviction of any illegal act involving personal gain to him, or any felony or entering into a plea or other agreement for such an offense, then in that event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

- B. In the event the Manager voluntarily resigns his position, notwithstanding the resignation provisions in paragraph A above, before expiration of the aforesaid term of his employment, then the Manager shall give the City thirty (30) days' written notice in advance, unless the parties otherwise agree, and the Manager shall not be entitled to any severance pay, as provided in Paragraph A of this Section.

Section 5: Disability

If the Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the City shall have the option to terminate this Agreement, subject to the severance pay requirements of Section Four, paragraph A. However, the Manager shall be compensated for any accrued vacation and other applicable benefits.

Section 6: Salary

The City agrees to pay the Manager for services rendered pursuant hereto an annual base salary of Two Hundred Ten Thousand Dollars (\$210,000.00) payable in installments at the same time as other employees of the City are paid. In addition, the Council agrees to increase said salary and/or other benefits of the Manager in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of any initial or annual salary review of said Manager made at the time of the performance evaluation specified in Section Seven. Upon the receipt of satisfactory performance evaluation reviews per Section Seven, the Manager shall be granted merit increases to the Manager's base salary at the discretion of the Council. In the event the City adopts a practice of cost of living increases or economic adjustment increases for non-bargaining unit managers and employees of the City, such increases shall be provided to the Manager's base salary in the same manner as such other managers and employees. In addition, the Council may, at their sole discretion, grant bonuses and/or additional benefits or compensation for performance excellence or meritorious service. The Manager is eligible to participate in any deferred compensation programs offered by the City to its employees.

Section 7: Performance Evaluation

- A. The Council shall review and evaluate the performance of the Manager at least once annually. The Council and the Manager shall, in accordance with specific performance criteria, develop said review and evaluation jointly. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation and agreement with the Manager. The evaluation process may include, but not be limited to, a standardized 360 evaluation process that would also include input from key City Staff members and community stakeholders, based on consensus built between the Council and the Manager.
- B. On or before May 05th of each year, the Council and the Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations, as specified, and the annual operating and capital budgets and appropriations provided.

Section 8: Health, Dental, Vision, Disability and Life Insurance

The City agrees to provide the Manager health, dental, vision, disability and life insurance as provided for all other non-bargaining unit managers of the City.

Section 9: Professional Development

The Manager and the City acknowledge the importance of the continued professional development of the Manager. In this regard, the City agrees to pay for the professional dues associated with the Manager's full participation and membership in the International City/County Management Association (ICMA) and the Illinois City/County Management Association (ILCMA). The City further agrees to pay for reasonable registration and travel expenses associated with the Manager's attendance and participation in the annual conferences of the ICMA and the ILCMA. The City also agrees to pay for reasonable travel and registration costs associated with the Manager's participation in other professional development activities that are deemed appropriate and necessary to foster Manager's professional growth and development. The City shall also pay for the City Manager to maintain and keep any professional licenses currently maintained, including specifically his law license.

Section 10: Indemnification

The City agrees to defend, save harmless, and indemnify the Manager against any liability claim or other legal action arising out of any alleged act or omission occurring in the performance of the Manager's duties as City Manager, provided, however, that such indemnification shall not be extended to any criminal acts or acts involving moral turpitude or any judgment representing an award of punitive or exemplary damages in accordance with state statute.

Section 11: Other Terms and Conditions of Employment

- A. All provisions of the City Code, and regulations and rules of the City relating to sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the Manager as they would to other non-bargaining unit managers of the City, in addition to said benefits enumerated specifically for the benefit of the manager except as herein provided.
- B. The Manager shall receive six (6) weeks of paid vacation annually, effective and commencing on the first day of his employment, until he reaches the point in the vacation schedule for non-bargaining unit managers of the City where he would be eligible for more than six (6) weeks of vacation, in which case he shall accrue at the same rate as other non-bargaining unit managers of the City.
- C. Allowance for use of personal automobile for City business. The Manager shall receive the amount of Six Hundred Fifty Dollars (\$650.00) per month (equal to \$7,800.00 per year) to reimburse him for the use of his personal automobile within fifty (50) miles of the City while on City business. The monthly allowance may be raised annually during, and in the same process, as the Manager's salary increase review. The City also agrees to reimburse the Manager for mileage for out-of-town travel associated with City business, at a rate commensurate with the rates provided to other employees of the City.
- D. General Expenses. The City recognizes that certain expenses incurred by the Manager are of a non-personal and generally job-affiliated nature. Within the governing policies and practices of the City, the City hereby agrees to reimburse or to pay said general expenses, and the Finance Department is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. Within governing policies and practices of the City, the Manager shall be issued a City corporate credit card for use in paying for general and other appropriate expenses and the Manager agrees to abide by any rules, regulations, policies and procedures in effect at the time of issuance, or thereafter amended by the City regarding the use of any corporate credit cards or credit accounts.
- E. The City shall cover all associated costs, including travel, lodging, and meals for the Manager to undergo an annual physical through the Executive Health Program of either the Mayo Clinic or Carle Health Care. If the Manager elects to utilize the Carle Health Care program, the City shall also pay the costs of a Carle Health & Fitness Center Corporate Advantage Membership Program plan, chosen by the Manager, not to exceed \$100 per month.

Section 12: No Reduction of Benefits

The City shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the manager, except to the degree of such a reduction across-the-board for all non-bargaining unit managers of the City.

Section 13: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Bloomington and the City Manager have caused this Agreement to be signed and executed this ____ th day of April 2024.

CITY OF BLOOMINGTON

By: _____
Mboka Mwilambwe , Mayor

Attest: _____
Leslie Yocum, City Clerk

By: _____
Jeffery R. Jurgens

