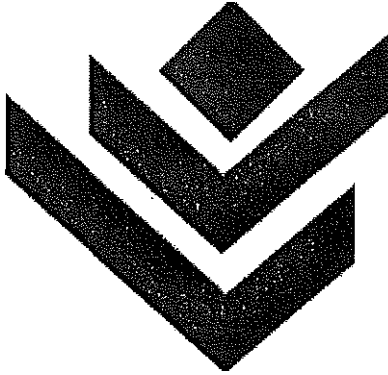




CITY OF
BLOOMINGTON
COUNCIL MEETING
MARCH 12, 2018



City Logo Design Rationale

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

Brief Summary of Five Council Priorities

Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
 - a. It will take inside and outside **resources to vet potential Downtown projects**.
 - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
 - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.



RESOLUTION NO. 2016 -29

***A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE
CITY OF BLOOMINGTON***

WHEREAS, the City of Bloomington ("City") is an Illinois home-rule municipality; and

WHEREAS, the City is known as the "Jewel of the Midwest;" and

WHEREAS, the City is a great place to live, work and play; and

WHEREAS, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

Mission: To lead, serve and uplift the City of Bloomington

Vision: A Jewel of Midwest Cities

Values: Service-centered, results-driven, inclusive.

Section 3. All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON

A handwritten signature in black ink, reading "Tari Renner".

Tari Renner, Mayor

ATTEST

A handwritten signature in black ink, reading "Cherry L. Lawson".

Cherry L. Lawson, City Clerk

AGENDA



**CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, MARCH 12, 2018; 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Appointment of William Gudeman and Adriane Powell to the Bloomington Citizens' Beautification Committee.
 - B. Appointment of Megan McCann to the Planning Commission.
 - C. Reappointment of Bernie Anderson to the Mid Central Community Action Board.
- 6. Public Comment**
- 7. "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 is Item #8.)

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

 - A. Consideration of approving the Minutes of the February 26, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

- B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$6,114,434.39. *(Recommend The Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,114,434.39, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Appointments to Various Boards and Commissions. *(Recommend William Gudeman and Adriane Powell be appointed to the Bloomington Citizens' Beautification Committee, Megan McCann be appointed to the Planning Commission, and Bernie Anderson be reappointed to the Mid Central Community Action Board.)*
- D. Consideration of purchasing a Single Line Stopping System from Hydra-Stop, LLC, as the only bidder at a price of \$31,424.00, through Re-Bid #2018-18, as requested by the Water Department. *(Recommend a Contract with Hydra-Stop, LLC be approved for the purchase of a Single Line Stopping System, in the amount of \$31,424, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of a Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts to establish, define, and coordinate a mutually beneficial relationship as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend a five year automatic renewing Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts be approved, and authorize the Mayor and City Clerk to execute the related documents.)*
- F. Ratification of Contract with Sergeants and Lieutenants as requested by the Police and Human Resources Departments. *(Recommend the Contract be ratified.)*
- G. Consideration of a Professional Services Agreement with Farnsworth Group, Inc. for Professional Engineering Services related to Pipeline Rd – Division E – Pressure Valve Control Stations – Planning, (RFQ 2016-04, Resolution 16-10), as requested by the Water Department. *(Recommend an Agreement with Farnsworth Group, Inc. for Professional Engineering Services related to Pipeline Rd – Division E – Pressure Valve Control Stations – Planning in the amount of \$95,536.65 be approved and authorize the Mayor and City Clerk to execute the necessary documents.)*
- H. Consideration of a Professional Services Agreement with Farnsworth Group, Inc. for Construction Observation related to the Water Main Replacement on Szarek Drive (RFQ 2016-04, Resolution 16-10), not to exceed the amount of \$25,216.48, as requested by the Water Department. *(Recommend a Professional Services Agreement with the Farnsworth Group, Inc. for Professional Engineering Services related to the Construction Observation for the Water Main Replacement on Szarek Drive, not to exceed the amount of \$25,216.48, be approved, and authorize the Interim City Manager and City Clerk to execute the*

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

necessary documents.)

- I. Consideration of a Contract in the amount of \$176,409.00 for the Water Main Replacement on Szarek Drive, City Bid No. 2018-26, as requested by the Water Department. *(Recommend a Contract with George Gildner, Inc. be approved as the low bid for the Water Main Replacement on Szarek Drive in the amount of \$176,409.00, and authorize the Interim City Manager and City Clerk to execute the necessary documents.)*
- J. Consideration of Renewing a Commercial Card Agreement with Commerce Bank as requested by the Finance Department. *(Recommend Authorizing the Renewal Agreement with Commerce Bank and authorize the Interim City Manager and City Clerk to execute agreement and necessary documents.)*
- K. Consideration of a Resolution approving a Change Order to Purchase Order #200180051 with Ferguson Enterprises in the amount of \$70,000.00 for the FY2018 Water Meter Installation Program as requested by the Water Department. *(Recommend a Resolution authorizing a Change Order in the amount of \$70,000.00 to Purchase Order #20180051-00 with Ferguson Enterprises and the purchase of Neptune Water Meters be approved, and authorize the Mayor and City Clerk to execute the Resolution.)*
- L. Consideration of a Resolution authorizing a Change Order in the amount of \$24,500 to the Contract between the City of Bloomington and Houseal Lavigne & Associates (RFP 2017-06, PO #20170270 for \$125,000) for the purpose of a comprehensive evaluation and amendment to the City of Bloomington Sign Ordinance as requested by the Community Development – Planning Division Department. *(Recommend a Resolution authorizing a Change Order in the amount of \$24,500 to the Contract between the City of Bloomington and Houseal Lavigne & Associates be approved, and the Mayor and City Clerk authorized to execute the Resolution.)*
- M. Consideration of a Resolution authorizing the City of Bloomington to submit a re-zoning application for the Lake Bloomington Fill-Site to the McLean County Building and Zoning Department as requested by the Water Department. *(Recommend a Resolution be adopted by the City of Bloomington to submit a Zoning Application to the McLean County Building and Zoning Department to re-zone land west of the spillway at Lake Bloomington from R-1 Single Family Residence District to Agriculture District, and authorize the Mayor and City Clerk be authorized to execute the necessary documents.)*
- N. Consideration of a Resolution authorizing a Change Order in the amount of \$100,000.00 for the FY 2018 Utility Maintenance Contract with George Gildner, Inc., Bid No. 2018-02, for the purpose of funding additional utility maintenance projects at various locations as requested by the Public Works Department. *(Recommend a Resolution authorizing a Change Order in the amount of \$100,000.00 for the FY 2018 Utility Maintenance Contract with*

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

George Gildner, Inc. be approved, and the Mayor and City Clerk be authorized to execute the Resolution.)

- O. Consideration of a Resolution authorizing a Change Order in the amount of \$200,000.00 for the FY 2018 Sewer Rehabilitation Contract with Hoerr Construction, Inc., Bid No. 2018-20, for the purpose of funding additional sewer rehabilitation of failing sewers at various locations, as requested by the Public Works Department. *(Recommend a Resolution authorizing a Change Order in the amount of \$200,000.00 for the FY 2018 Sewer Rehabilitation Contract with Hoerr Construction, Inc. be approved, and the Mayor and City Clerk be authorized to execute the Resolution.)*
- P. Consideration of a Resolution adopting the Official 2017 Zoning Map for the City of Bloomington, incorporating all map amendments from January 1, 2017 through December 31, 2017, as requested by the Community Development Department – Planning Division. *(Recommend a Resolution adopting the Official 2017 Zoning Map for the City of Bloomington, incorporating all map amendments from January 1, 2017 through December 31, 2017 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- Q. Consideration of an Ordinance approving petitions from Parkway Partners – One Inc. and JSM Management, Inc. for the approval of a 15’ water main easement dedication plat for Parkway Village PUD Lots 402 and 403 (located south of Veterans Parkway, east of Mercer Avenue and north of Ireland Grove Road), as requested by Public Works and Water Departments. *(Recommend an Ordinance approving petitions from Parkway Partners – One Inc. and JSM Management, Inc. for the approval of a 15’ water main easement dedication plat for Parkway Village PUD Lots 402 and 403 (located south of Veterans Parkway, east of Mercer Ave. and north of Ireland Grove Rd.) be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- R. Consideration of an Ordinance providing for the Authority to Solicit Tax Exempt Financing for the Frontier Parking Lot Land Acquisition, in the amount not to exceed \$1,000,000, as requested by the Finance Department. *(Recommend an Ordinance providing for the authority to obtain financing for the purchase of Frontier parking lots in the amount not to exceed \$1,000,000 and authorize the Mayor and City Clerk to execute the necessary documents.)*
- S. Consideration of an Amendment to the Community Garden Land Lease, including a four year extension at a lease cost of \$1.00 annually, to continue to allow citizens to rent space to allow them to grow items in their section of the garden this summer, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommend the Land Lease Amendment for Community Gardens, including a four year extension at a lease cost of \$1.00 annually, to continue to allow citizens to rent space to allow them to grow items in their section of the*

NOTE: Action may be taken by the City Council on the agenda’s action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

garden this summer be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)

- T. Consideration of a request by Crawford's Corner Pub located at 610 W. Chestnut Street, Bloomington, to remove the condition on its liquor license requiring the establishment to close at 11:00 P.M. Sunday through Thursday and at midnight Friday and Saturday nights. Removal of the condition would allow the establishment to serve alcohol until 1:00 A.M. Monday through Friday and until 2:00 A.M., Saturday and Sunday. *(Recommend the City Council approve the request by Crawford's Corner Pub located at 610 W. Chestnut Street to remove the condition on its liquor license requiring the establishment to close at 11:00 P.M. Sunday through Thursday and at midnight Friday and Saturday nights. Removal of the condition would allow the establishment to serve alcohol until 1:00 A.M. Monday through Friday and until 2:00 A.M., Saturday and Sunday.)*
- U. Consideration of the request from Timothy Dobson and Hannah Dean to allow moderate consumption of alcohol at their May 19, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington. *(Recommend an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on May 19, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- V. Consideration of the request from Cody Mason and Lindsay Page to allow moderate consumption of alcohol at their March 31, 2018 wedding reception to be held at Miller Park Pavilion. *(Recommend an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on March 31, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. "Public Hearing"

- A. Public Hearing for the FY 2019 Proposed Budget. *(Recommend opening the public hearing to receive comments on this item.) (This Public Hearing is for informational purposes only to allow the public to review and comment on the FY 2019 Proposed Budget.)*

9. "Regular Agenda"

- A. Consideration of a Resolution directing City Staff to include funds in the amount of \$370,000 in the FY 2019 Adopted Budget for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road, as requested by the Public Works Department. *(Recommend a Resolution directing City Staff to Include Funds in the FY 2019 Budget for intersection design, plans, construction documents, right-of-way, utility relocation, and*

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

construction for the intersection of Towanda Barnes Road and Ireland Grove Road be approved, and the Mayor and City Clerk be authorized to execute the Resolution.)

- 9. City Manager's Discussion**
- 10. Mayor's Discussion**
- 11. City Aldermen's Discussion**
- 12. Executive Session – *Cite Section***
- 13. Adjournment**
- 14. Notes**

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

RECOGNITIONS



Council Date: March 12, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Appointment of William Gudeman and Adriane Powell to the Bloomington Citizens' Beautification Committee.
- B. Appointment of Megan McCann to the Planning Commission.
- C. Reappointment of Bernie Anderson to the Mid Central Community Action Board.

CONSENT AGENDA

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: March 12, 2018

SUBJECT: Consideration of approving the Minutes of the February 26, 2018 Regular City Council Meeting.

RECOMMENDATION/MOTION: The reading of minutes be dispensed and approved as printed.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- February 26, 2018 Regular City Council Meeting Minutes

**SUMMEARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, FEBRUARY 26, 2018; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, February 26, 2018.

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Aldermen: Jamie Mathy (Phone), David Sage, Mboka Mwilambwe, Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt, and Mayor Tari Renner.

Staff Present: Steve Rasmussen, Interim City Manager, Jeffrey Jurgens; Corporation Counsel, Cherry Lawson, City Clerk; Patti-Lynn Silva, Finance Director; Greg Scott, Assistant Chief of Police; Brian Mohr, Fire Chief, Scott Sprouls, IS Director; Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; and other City staff were also present.

Mayor Renner asked for a motion to allow Alderman Jamie Mathy to participate in the meeting electronically as he is away on business.

Motion by Alderman Schmidt and seconded by Alderman Sage that Alderman Mathy be permitted to dial in and participate through telephone.

Ayes: Aldermen Sage, Mwilambwe, Buragas, Painter, Schmidt, Black, Hauman, and Bray.

Nays: None

Recuse: Alderman Jamie Mathy

Motion carried

Mayor Renner stated Alderman Schmidt would like to offer a motion on the Council Agenda.

Alderman Schmidt stated in reviewing the Council Agenda, they realized that though Item 8C is on the agenda for action, the item was actually supposed to be discussed on a Work Session or Committee of the Whole Meeting Agenda.

Motion by Alderman Schmidt and seconded by Alderman Painter that Item 8(C), the MOU with the BCPA, on the agenda be moved up for the purpose of tabling it to a future meeting; and

Ayes: Aldermen Sage, Mwilambwe, Buragas, Painter, Schmidt, Black, Hauman, Mathy and Bray.

Nays: None

Motion carried

Motion by Alderman Schmidt and seconded by Alderman Painter that in accordance with a previous motion to have this item tabled to a Work Session or Committee Of The Whole meeting, I move to table the consideration of the MOU with the BCPA to a Work Session to be held on March 12, 2018.

Motion carried. (Viva Voce)

Ayes: Aldermen Sage, Mwilambwe, Buragas, Painter, Schmidt, Black, Hauman, Mathy and Bray.

Nays: None

Motion carried

Recognition/Appointments

- A. Appointment of Gary McGinnis to the Bloomington Human Relations Commission.
- B. Appointment of Robert Garcia to the Property Maintenance Review Board.

Public Comment

William Raw	Jesse Smart
Donna Boelen	Judy Stearns
Scott Stimeley	Doug Schnittker
Robert Bosquez	Glen Ludwig <i>(Did not speak)</i>
Leon Kaeb	Jim Grossman
Sue Feldkamp	Tony Sgarlata
Betty Toland	Gary Lambert
Barbara Gaffron <i>(Time did not allow)</i>	Ron Delaney <i>(Time did not allow)</i>
Renee Nestler <i>(Time did not allow)</i>	Lane Hansen <i>(Time did not allow)</i>
Bruce Meeks <i>(Time did not allow)</i>	Carl Sneed <i>(Time did not allow)</i>

“Consent Agenda”

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

Motion by Alderman Schmidt and seconded by Alderman Sage that the Consent Agenda and Addendum be approved with the exception of 7A and 7I.

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

Ayes: Aldermen Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the February 12, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)* **Item pulled from the Consent Agenda for discussion.**

Alderman Bray, in reviewing the minutes, the last section of the minutes, contained an area which states, Aldermen Comments. As we know, we [Council] participated in some robust comments, and exchanges of ideas. Those are not reflective in the current version of the minutes. And so, my suggestion is that we strike this item from tonight's agenda, for revisions that are more reflective of the exchanges and bring that back at another time.

Mayor Renner said, is that a motion. So you are saying want to approve the minutes with the exception of the summary of the Aldermen Comments.

Alderman Bray, I would like to...the motion is to strike the 7A from the tonight's meeting, and we take a pause and an opportunity to go back and review carefully the minutes from the February 12, Meeting and bring those back at another meeting in the future.

Mayor Renner, are you asking the Alderman to bring it back? I am asking for clarification for our county no, city clerk.

Alderman Bray, I am asking that we have an opportunity to review and give some revisions to the Clerk as well as to the Interim City Manager revisions. In this one particular section are more reflective of the exchanges and perhaps in other areas as well. Alderman Sage seconded that motion.

Mayor Renner asked if there were any comments.

Alderman Buragas, so I just want to make sure that I understand what you are looking for Alderman Bray. So, the minutes as they stand are a general overview of comments, they are not terribly specific which standard practice is. Are you asking that we change our standard practice to be more specific, or do you the current summary is not in any way accurate.

Alderman Bray, thank you for your question Alderman Buragas, the latter.

Mayor Renner, are you okay? It looks as though you have a puzzled look.

Ms. Lawson, Alderman Bray would you like to have the Mayor's Comments as well as the Aldermanic Comments added to the minutes to be more reflective of that meeting?

Alderman Bray I would like for us to step away and study what these Aldermen Comments are supposed represent which would be accurate statements of the exchange. I don't find that they currently do that. So, I would like for them to be pulled from tonight's meeting, and everyone have an opportunity to review them and perhaps submit their own comments of what was exchanged, and that we bring them back at a future meeting.

Motion by Alderman Bray, seconded by Alderman Sage that Council have an opportunity to review and give some revisions to the Clerk as well as to the Interim City Manager revisions. In this one particular section are more reflective of the exchanges and perhaps in other areas as well.

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

Ayes: Aldermen Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.

Nays: None.

Motion carried.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$6,541,844.88. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$6,541,844.88, and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of Approving Appointments to Various Boards and Commissions. *(Recommend Gary McGinnis be appointed to the Bloomington Human Relations Commission and Robert Garcia be appointed to the Property Maintenance Review Board.)*

The following was presented:

Item 7D. Consideration of approving the Revised Schedule for Council Meeting and Council related Boards and Commission Meeting dates for the 2018 Calendar Year to include the Public Safety and Community Relations Board. *(Recommend Council approve the Revised 2018 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.)*

The following was presented:

Item 7E. Consideration of approving an annual software licensing, hosting and maintenance purchase with Kronos, Inc. for Workforce Management Suite and Workforce TeleStaff software subscription in the amount of \$106,950.00, as proposed by the Information Services department. *(Recommend an annual*

renewal for cloud-based software licensing, hosting and maintenance with Kronos, Inc., for Kronos Workforce Management Suite and Workforce TeleStaff in the amount of \$106,950.00 be approved and the Purchasing Agent be authorized to issue a purchase order for the same.)

The following was presented:

Item 7F. Consideration of an Agreement with Central Illinois Regional Broadband Network (CIRBN) to replace current Wide Area Network (WAN) circuits for multiple remote City-owned locations for a total agreement price of \$85,781.76, as requested by the Information Services Department. *(Recommend a sixty (60) month agreement (Alternate 1) with Central Illinois Regional Broadband Network, coordinated by the Information Services Department, to provide Wide Area Network (WAN) circuits for City-owned remote locations at Miller Park Zoo, Highland Park Golf Course, Prairie Vista Golf Course, The Den Golf Course and Market Street Parking Garage be approved in the amount of \$85,781.76, and authorize the Interim City Manager and City Clerk to execute the necessary documents.)*

The following was presented:

Item 7G. Consideration of approving a ground lease with Citizens Equity First Credit Union (CEFCU) in the amount of \$14,400 to install and maintain an automated teller machine (ATM) in the parking lot of the Creativity Center, as requested by the Parks, Recreation & Cultural Arts Department. *(Recommend approving a ground lease with Citizens Equity First Credit Union (CEFCU) in the amount of \$14,400 for the installation and maintenance of an ATM in the parking lot, and authorize the Mayor and City Clerk to execute the necessary documents.)*

The following was presented:

Item 7H. Consideration of approving two lease term extensions included in the Short-Term Farm Leases for the 2018 crop season for Farm Lease Numbers 8827 and 8425, as requested by the Legal, Water, and Parks, Recreation & Cultural Arts Departments. *(Recommend two 2018 Short-Term Farm Lease term extensions be approved for Farm Lease Numbers 8827 and 8425, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7I. Consideration of approving a bid (BID #2018-28) from Coker Family Inc., d/b/a Battery Specialists + Golf Cars and Contract to provide a new fleet of golf carts for Prairie Vista Golf Course in the amount of \$155,753.80 as requested by the Parks, Recreation & Cultural Arts Department. *(Recommend a bid from Coker Family Inc., d/b/a Battery Specialists + Golf Cars in the total of \$155,753.80 for the purchase a fleet of 60 golf carts at Prairie Vista Golf Course be approved, and the Interim City Manager and City Clerk be authorized to execute the Contract for the golf carts.)* **Item pulled from the Consent Agenda for discussion.**

Alderman Bray, stated she has a few questions about the item. On in this initiative, or this recommendation, there is a purchase of some new golf cars and carts for the Prairie Vista, is that correct?

Mr. Tetzloff, yes. Alderwoman Bray, does this represent all of the carts, are we replacing all carts or just a portion of them? Mr. Tetzloff, all of the carts.

Mr. Wingate affirmed stating, all of the carts. Alderman Bray, I believe that in replacing with new, are we going to up fees because we have a new and improved experience, or? Maybe explain a little bit about what fees might look like.

Mr. Wingate, we actually just increased the cart fee just last year to try to start to get some money for this purchase. There's no plan now to increase that for this coming year.

Alderman Bray, is there a plan to sell the old carts? Do they have some residual value, salvage value? Mr. Wingate stated, the carts will be traded into the Coker Family, and they will be giving us an allowance of \$132,764.60 as a trade in.

Alderman Mathy, according to our package, we have an option to replace the batteries in the existing carts for \$51,000, or replace all of them for \$155,000. Is there more to this why we're making the choice to spend that extra \$100,000? He asked for clarification.

Mr. Wingate, the batteries are just part of the equation. The carts themselves right now are six years old, and other components are also starting to fail. With that large amount of money going into those, it really forces us to keep those longer than what we would want to, and we would see other expensive things like controllers, tires, need to be replaced. Other things would really start to add up with that, so that was why the decision was made. The batteries are just a part of it, but other things are starting to go as well.

Alderman Mathy, it looks like we're upgrading from electric carts to gas carts, as part of this move. Are we given to believe then that every six years, or thereabouts, we're going to have the same capital expense recurring?

Mr. Wingate, the plan right now with the gas carts is we could see a longer life expectancy into those, somewhere in the neighborhood, hopefully, of eight to 10 years on those. Without the need to replace the batteries, we could then keep the carts longer.

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

Motion by Alderman Bray, seconded by that a bid from Coker Family Inc., d/b/a Battery Specialists + Golf Cars in the total of \$155,753.80 for the purchase a fleet of 60 golf carts at Prairie Vista Golf Course be approved, and the Interim City Manager and City Clerk be authorized to execute the Contract for the golf carts

Ayes: Aldermen Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.

Nays: None.

Motion carried.

The following was presented:

Item 7J. Consideration of approving a Resolution Waiving the Technical Bidding Requirements and approving a Contract for household refuse services at Lake Bloomington for lake lessees with American

Disposal Services of Illinois, Inc. d/b/a Republic Services of Bloomington as requested by the Water Department. *(Recommend a Resolution be approved Waiving the Technical Bidding Requirements and approving a Contract for household refuse services at Lake Bloomington for lake lessees with American Disposal Services of Illinois, Inc. d/b/a Republic Services of Bloomington in the amount of \$2,084.55 per month for a yearly total of \$25,014.60, and the Mayor and City Clerk be authorized to execute the Resolution, the Interim City Manager and City Clerk be authorized to execute any other necessary documents, and the Purchasing Agent be authorized to issue a Purchase Order for the same.)*

RESOLUTION NO. 2018 – 08

A RESOLUTION WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT FOR REFUSE SERVICES AT LAKE BLOOMINGTON WITH REPUBLIC SERVICES

The following was presented:

Item 7K. Consideration of a Resolution Waiving the Formal bidding process and approving the purchase of paint from Diamond Vogel for White and Yellow Traffic Line Paint and Beads in an amount not to exceed \$75,000 for FY 2019, as requested by Public Works – Street Maintenance Department. *(Recommend that: (1) a Resolution Waiving the Formal Bidding Process be approved and authorize the Mayor and City Clerk to execute the resolution; and (2) the purchase of White and Yellow High Durability Latex Traffic Line Paint and Glass Beads from Diamond Vogel Paint at \$11.50 per gallon of paint and \$.45 cents per pound of beads, not to exceed \$75,000 during Fiscal Year 2019, be approved and the Mayor and City Clerk be authorized to execute the Resolution, the Purchasing Agent be authorized to issue a Purchase Order for same and the Interim City Manager authorized to execute any necessary documentation for the purchase.)*

RESOLUTION NO. 2018 – 09

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF TRAFFIC LINE PAINT AND GLASS BEADS FROM DIAMOND VOGLE PAINT

The following was presented:

Item 7L. Consideration of an Ordinance amending the FY2018 Budget in the amount of \$85,550, and approve a Professional Services Contract with Shive Hattery Architect and Engineering for Professional Architectural, Environmental and Land Surveying Services for Miller Park Additional Parking and Zoo Concessions (RFQ 2016-04) as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend That: (1) the Ordinance amending the FY2018 Budget in the amount of \$85,550, be approved and the Mayor and City Clerk authorized to execute the Ordinance; and (2) the Professional Services Contract with Shive Hattery Architect and Engineering for Professional Architectural, Environmental and Land Surveying Services for Miller Park Additional Parking and Zoo Concessions be approved, and authorize the Interim City Manager and City Clerk to execute the contract and necessary documents.)*

ORDINANCE NO. 2018 - 10

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2018

The following was presented:

Item 7M. Consideration of an Ordinance amending the FY2018 budget in the amount of \$73,400, and approval of the bid from NETServices, LLC to erect barrier netting at Prairie Vista at a height of 60 feet and a length 500 feet to provide increased safety for the homeowners along Hamilton Road, as well as users of the Constitution Trail as requested by the Parks, Recreation & Cultural Arts Department. *(Recommend that: (1) an Ordinance amending the FY2018 Budget be approved in the amount of \$73,400, and the Mayor and City Clerk be authorized to execute same; and (2) the low bid (RE-BID #2018-10) in the amount of \$73,400, from NetServices LLC, be accepted and a Contract awarded to erect barrier netting on Hole #18 at Prairie Vista Golf Course, and further authorize the Interim City Manager and City Clerk to execute the necessary documents.)*

ORDINANCE NO. 2018 - 11

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2018

“Regular Agenda”

The following was presented:

Item 8A. Discussion and action on various proposed ordinances to amend Chapter 21 of the City Code regarding the City’s residential solid waste program, including potential modification to the garbage rates and service levels, as requested at the City Council meeting on February 12, 2018.

(Recommend the City Council make one of the following sample motions:

Sample Motion 1 (Ordinance 1): That the Ordinance amending Chapter 21 of the City Code to enact provisions changing solid waste fees (i.e., a flat fee of \$26 for all solid waste program users beginning May 1, 2018 and continual annual increases of 3% thereafter) and service levels to provide bi-weekly bulk collection and bi-weekly brush collection be approved and that the Mayor and City Clerk be authorized to execute the ordinance.

Sample Motion 2 (Ordinance 2): That the Ordinance amending Chapter 21 of the City Code to enact provisions changing solid waste fees (i.e., a fee increase of \$4 per month for 95 gallon carts, \$4 per month for 65 gallon carts, and \$0 per month for 35 gallon carts and the low-income fee beginning May 1, 2018 and continual annual increases of 3% thereafter) and service levels to provide spring and fall bulk collection and bi-weekly brush collection be approved and that the Mayor and City Clerk be authorized to execute the ordinance.

Sample Motion 3 (Ordinance 3): That the Ordinance amending Chapter 21 of the City Code to enact provisions changing solid waste fees (i.e., a fee increase of \$3 per month for 95 gallon carts, \$3 per month for 65 gallon carts, and \$0 per month for 35 gallon carts and the low-income fee beginning May 1, 2018, and continual annual increases of 3% thereafter) and service levels to provide bulk collection in the spring and fall and bi-weekly brush collection and provide for two shift collection of garbage and

*recycling be approved and that the Mayor and City Clerk be authorized to execute the ordinance.)
(Presentation by Jim Karch, Director of Public Works, 10 minutes, City Council discussion, 15 minutes.)*

~~(1) ORDINANCE NO. 2018—00~~

~~AN ORDINANCE AMENDING CHAPTER 21 OF THE CITY CODE TO ENACT PROVISIONS
CHANGING SOLID WASTE FEES AND SERVICE LEVELS TO PROVIDE BI-WEEKLY
BULK COLLECTION AND BI-WEEKLY BRUSH COLLECTION~~

(2) ORDINANCE NO. 2018 - 12

AN ORDINANCE AMENDING CHAPTER 21 OF THE CITY CODE TO ENACT PROVISIONS
CHANGING SOLID WASTE FEES AND SERVICE LEVELS TO PROVIDE SPRING AND
FALL BULK COLLECTION AND BI-WEEKLY BRUSH COLLECTION

~~(3) ORDINANCE NO. 2018—00~~

~~AN ORDINANCE AMENDING CHAPTER 21 OF THE CITY CODE TO ENACT PROVISIONS
CHANGING SOLID WASTE FEES AND SERVICE LEVELS TO PROVIDE BULK
COLLECTION IN THE SPRING AND FALL AND BI-WEEKLY BRUSH COLLECTION~~

Mr. Karch, at the last Council meeting on Feb 12th, the Council directed staff to bring back multiple hybrid options both including service level changes and fee increases so that we can bridge the \$1.1 million, \$1.2 million General Fund subsidy. Tonight, all three of the options before you do provide for the bridging of that gap of the General Fund subsidy. They have been doing some communication outreach with the assistance of Nora Dukowitz, Communication Manager, along with partnering with Michael Brown, of the Ecology Action Center.

The Department of Public Works is working on the below to aid in how service is delivered to the community.

- Leverage other technology in this next year whenever we have new substitute drivers that might not be used to a route.
- Leverage knuckle booms as a way to, not replace the full fleet in one year, but look for opportunities to add that, to supplement that one person-type collection system for maybe brush might be an effective thing.
- Roll offs is another facet at our drop off. We might be able to leverage some additional efficiencies in that area.
- Restructure and reclassify some of our existing staff so that we can better utilize the cyclical nature of the solid waste industry.
- Low income fee discount.
- Ongoing three (3%) percent increase

We have multiple contracts, our landfill disposal, it increases on an annual basis by three (3%) percent. We have construction and demolition contracts that we will be bring to the Council within 60 days

for renewal. Those are increased three (3%) percent on an annual basis. There are, also, annual labor costs that increase.

The Enterprise Fund has never funded itself. When the Council takes action and we have this General Fund subsidy eliminated, you're just bridging a one year gap. There is no reserve fund. There's no accounting for the future with our equipment. They are leeching equipment best management practices to start building up your reserve once you purchase that to pay for cash, instead of leveraging lease payments. We are trying to make sure we also plan for the future.

Mr. Karch spoke on the need for ordinances to deal with landlords, and that his department was working with Community Development and Legal Department in collaboration on many of these issues. We can also look at other aspects of our program that are more business-related such as trailer courts, mobile home units in the range above four. There are many communities that don't serve those higher units, and there are some operational issues with those. The provided an overview of the ordinances for consideration.

Ordinance 1 is that high service level, high fee increase. It's a flat fee. The flat fee system we've told you before publicly is \$26. That would be for every cart, so every cart would cost would be \$26 across the board. That would mean if the council were to choose this option, there would be absolutely no changes in any of the service level that we currently have. Everything would stay the same as we have right now, bi weekly for bulk brush, and weekly for garbage. So again, nothing would change with the drop off facility as well.

Ordinance 2 is where we do have some changes to our service level, and we also have some fee increases, but not as dramatic in that way. So we're trying to balance that. The reason why we say it is not as drastic with some of the service level changes is we are offering free spring and fall collection of bulk waste with no limit of what you put out. But then the key is in January, it's the spring. It's a very low cost for somebody can't bring it to the drop off for extended hours. At \$25 for a bucket, we're trying to keep the cost significantly below what it would be our actual service charge if we were to do full cost recovery.

There would be no change in brush. We would be looking at the drop off to extend those hours to try to make it more accommodating, and more like longer into the evening, so it's better for people to maybe have that nine to five type job, so they can still take their material there as well. That would be a four dollar increase on the 65 gallon and the 95 gallon next year, with no change in the 35 gallon in the low income fee.

Ordinance 3 is that one where we're having more impact to our services, and we're having less increase in our fees. So this would be the spring and fall pick up with the first bucket free, \$25 for a bucket after that. Outside of that, it is full cost recovery. If we go to your site it'd be on demand, we would charge what it cost the city from a labor, equipment, disposal standpoint.

When you come to a whole tree line of brush, there are times when that job is something beyond what a regular citizen can do. This would have less fee increase of three dollars and three dollars, for both the 65 and 95, again, with no change in the 65 gallon cart, as well as the low income fee. He commented about having a two shift collection for garbage and recycling, called "Split Shift." Then we would also charge for additional recycle carts. Right now we provide, additional recycle carts at no additional charge. We charge for those additional recycle carts, but this would also include that free unlimited drop off.

The Town of Normal are looking at some changes with some of their drop off facilities, but they are currently just evaluating that. They did implement some fee increases.

Motion by Alderman Black to approve Ordinance 2 minus the three (3%) percent per year automatic annual increase.

There was no second. Motion dies for a lack of second.

Alderman Buragas stated she wish to provide an alternative motion for Option 2. She asked whether other members of Council had a preference to the ordinance options. Mayor Renner asked for Alderman Buragas motion. Alderman Buragas stated she would wait until other Council members have commented before initiating a motion.

Alderman Black stated, it's a political decision that Council have to make here. He wished to advocate very strongly for Option 2 for a couple of reasons. Number one, it's a fair compromise piece. It captures some efficiencies. But it also speaks to kind of the cost that we haven't really been able to address over the last few years. Option 2 allows for that 35-gallon, \$16 per month flat fee. In my mind, if you are producing more trash, you should pay more for it. We raised the fee on the water recently, that's going to take effect in May. We start talking about adding \$10 per month to people who have the smallest carts who may not be producing that much garbage. Option 1 is very troubling because it is not a fair way of going about our solid waste program, because you're having people who are producing less waste subsidizing those who are producing more waste.

Alderman Sage is inclined to support, or at least, desire more conversation about the Option 2, but asked for the rationale for the three (3%) percent, the revision of that.

Alderman Black, the reason that the three (3%) percent should be removed it will force Council to look at those efficiencies as the service delivery that staff discussed. Having an automatic increase may appear to the public we're not incentivizing us to find those efficiencies.

Alderman Mwilambwe, expressed concern about complacency in Council and stated he does not want to be critical of the staff, but there is a tendency to think that if the money keeps coming then, everything's going be okay. He asked Mr. Karch what particular number he trying to achieve.

Mr. Karch stated, the direction from Council that Enterprise Fund should have a 15% reserve fee set aside. Even if you approve whatever you approve tonight with the three (3%) percent, the goal for us is to increase efficiency so we can create that reserve fund. It will take us multiple years at that rate. Even if we find multiple efficiencies and we save that money, it will take us a while. The council has full access to that every year on an annual basis. If within the reserve fund you don't see the efficiencies, that is where you have to hold, as a staff, hold me accountable for not coming through on what we're telling you we will do. It allows us to have the ability to fix this from an efficiency standpoint and get those healthy practices in place.

Mr. Karch, explained Ordinance 2 (Option 2). There are people currently who pay for a bulk that is put out at the curb for more than one bucket. For anybody who puts two, multiple buckets of bulk at the curb, they're paying \$25 for every additional bucket. People can then plan accordingly. Maybe for some, this is a way for them to be able to structure how they do their life to be able to even save money from what they would do now. We're just trying to encourage some of those behavior changes, trying to make it

incentivize folks to come to the drop off.

Alderman Buragas asked, is there a significant difference in cost to the City based on cart size? Mr. Karch replied stating the majority of the cost for us is not in the volume at the curb. The actual collection of the cart, it doesn't cost that much more from a plastic standpoint to make a bigger cart. The disposal material of the cart size isn't that much more from a weight standpoint. Alderwoman Buragas asked what year was this made an Enterprise Fund. Mr. Karch stated 2011.

Alderman Buragas expressed concern with the three (3%) percent proposed increase you were talking about cost we have no control over; those efficiencies we cannot capture. The landfill disposal cost, we have no ability to make that process more efficient. Mr. Karch stated that is contractual and is correct.

Motion by Alderman Buragas seconded by Alderman Mathy to adopt Ordinance No. 2 (Option 2) as presented suggest that the three (3%) percent is a necessity at this point time to number one, make sure we aren't back here next year having the same debate.

Alderman Schmidt, shared some comments regarding Ordinance number 2 that people may choose, in fact, to gather things around their yards and garages, you know, to avoid that \$25. You know, as you said, we can't control behavior, but I think that's a concern that, you know...

Mr. Karch stated, the City does have enforcement. In conversations with Bob Mahrt, our Interim Community Development Director, there are some mechanisms in place. I think we do need to bring back to the Council some additional enforcement modifications in our Code.

Alderman Schmidt, she would not going to support an ordinance with an automatic three (3%) percent increase. It seems to me that we shouldn't just assume that we're going build that reserve on the backs of our residents, and that maybe we ought to be making some efforts to build some reserves from our overall structure that includes proposals we have not even had a chance to evaluate yet.

Alderman Bray, when we're looking at the factors that actually make up the cost of our collections, it would be fair to say that it's the labor and the equipment that are driving our cost, not how much I put in a trash bin, would that be a correct? Mr. Karch stated that is true, but it is what we have always done with our program, is we've always tried to do encourage and incentivize whenever we started... We encouraged recycling, and that was one of the reasons for the tiers. So you are correct, that's the main driver.

Alderman Bray, the labor costs are fixed because we have our public works folks on the trucks, going down the streets. Regardless of how much trash is in that bin, they've got to be present, they've got to be paid. Then secondly, the equipment, another big driver, having the trucks and the like. The concept that it's based on volume, I reject that. I really don't think that's the driver for our costs, and I don't see this as a user-fee correlation problem for us to solve. I see it more as a flat fee problem for us to solve, because everyone benefits the same by having their trash collected, and by having a clean community. We should incentivize cleanliness and clean community by encouraging folks to continue to put out the trash and have the trash removed regularly. I've lived in other communities where you did not have bulk included, and unfortunately there were dump sites that began to kind of grow up around the community.

Alderman Painter, she is considering motion one. I think that it is fair for everybody to pay the same amount for our trash pick-up. When we considered privatizing, most everybody that I heard from

loved our garbage service, and they want to have bulk collection every other week.

Alderman Hauman, I'm vacillating between having the three (3%) percent and not approving the automatic three percent (3%) increase. Given the Council's history with wages going up every year 2.5% to 3%, we're going to be coming back asking for at least 3% each year just based on salary increases. She will support Option 2, we just approved Lake Bloomington getting privatized trash collection.

Alderman Black, as we vote on this, I would like to just add a piece that maybe one year from now, we mark at a Committee of the Whole that we discuss how this program is working. Alderwoman Painter reminded Council that the three-tiered system was one of the ways that we all fell apart on our efficiencies the first time we went through this. We have asked the garbage department for efficiencies and not received them. She wants to ensure that they do what they say they've been asked to do.

Alderman Mathy, the ordinance Option No. One there is no incentive for recycling in that particular ordinance at all. If it doesn't matter, if everybody is paying the same rate, why do we even have smaller carts? Why even bother with that? Why make any effort whatsoever to recycle the greater purpose, or the greater portion, of your household waste and try to get that taken care of? While I'm sympathetic to concerns about the \$25 per bucket pickup charge, in past years it was reported that our actual cost per bucket is somewhere in the neighborhood of \$125. Mr. Karch stated that is correct.

Alderman Buragas, Alderman Mathy makes excellent points, so all I will say is I think it's time to get it done. I support the motion I made, but if it fails, I will probably support the next one.

Alderman Sage, I'm willing to support motion two, but I get a little concerned that just adopting the three (3%) percent puts us on some kind of a trajectory right away.

Mayor Renner, well given what Alderman Sage has just said, and I think he kind of actually in many ways summarizes a little bit of the conversation here, although obviously we've got many moving parts, we have a motion on the floor that is as presented, that does include the 3%. If that does not receive five votes before we get rid of Option 2, it seems we've got the other moving part of, actually, Scott's original motion, which was Option 2 without the 3%. And then if that doesn't get five votes, then we can move on.

Motion by Alderman Bray second by Alderman Mathy Council approves the Ordinance amending Chapter 21 of the City Code to enact provisions changing solid waste fees (i.e., a fee increase of \$4 per month for 95 gallon carts, \$4 per month for 65 gallon carts, and \$0 per month for 35 gallon carts and the low-income fee beginning May 1, 2018 and continual annual increases of 3% thereafter) and service levels to provide spring and fall bulk collection and bi-weekly brush collection be approved and that the Mayor and City Clerk be authorized to execute the Ordinance as presented.

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

Ayes: Aldermen Mathy, Mwilambwe, Buragas, Black, Hauman, and Bray.

Nays: Alderman Sage, Painter, and Schmidt.

Motion carried.

The following was presented:

Item 8B. Presentation of Proposed Interim City Manager FY 2019 Budget – for informational purposes only. *(Recommend presentation and discussion only.) (Presentation by Steve Rasmussen, Interim City Manager and Scott Rathbun, Budget Manager, 10 minutes, City Council discussion, 15 minutes.)*

Mr. Rasmussen, asked Council to consider having a Work Session on March 10 to continue discussions on the budget. He asked Council to respond to the doodle poll that was sent by the Administrative Department.

Budget Highlights presented:

Balance Budget: Achieved by a combination of the council targeted items. Those were the items that you suggested that we look at when we had our November 4th Retreat. We were not able to get the entire amount, and so we went back to the individual departments for additional cuts.

Capital Improvements: Nearly \$26 million in capital improvements which are incorporated into that. Each department annually request increased funding. However after reviewing those request, and the current position of the budget, those request were not approved. Much of that is what allows the City to do the capital improvement that are in the budget.

Operating Capital: Those things that we will continue to do as part of the operational budget, which is different from the five-year capital improvement. Those are those big projects that we talked about, and we'll come back to you based on your guidance last week, a in a month or two, and we can talk about the capital improvement plan. These capital items are the ones that are incorporated into the department's operating budgets.

General Fund Balance: Remains a production 15%, which would be \$15.8 million. We keep that for emergencies to make sure that we have a proper bond rating, and that we can also use some of that to make adjustments on one time basis as we go along from month to month, making sure we replenish it to keep it up at 15%.

Closing the 2.9% Gap: In the 2.9% we were able to close that gap. Those Council targeted items are cost recovery, and that has a lot to do with recovering the fees for service that we provide. We have some business registration in there, parking related budget issues that can be adjusted, and the \$1.1 million in solid waste. Vacancy Savings and those departmental operating costs that he discussed amounting to, \$775,000. When we come down to vacancy savings, \$500,000, well, we're going look at every position that we have to come in. Some of these positions we may not need to fill, some of them we will need to fill. But that amounts to only about 30% of the vacancies. We'll fill two thirds of the vacancy, but the HR department and I will look at that. That made up the difference to the \$2.9 million.

Business Registration Program is an issue that is important for identifying economic development trends, it's important for public safety, and so it is not just simply a money grab. It allows the City to recover much of the business that we do already that cost us money. Now, what will happen is we'll come back to that again. Maybe that's \$100 for 2,000 businesses. Maybe we do it every year. Maybe we don't do it every year.

Parking, we came back with \$400,000 the first time. When we implement our new automated parking, if we charge parking 24 hours a day, seven days a week, we could get \$400,000 out of it. Well, there was some reluctance to do that. We cut it back to \$200,000 because we maybe would have free times in times that we want to promote the downtown businesses. When we went back, we did a careful scrub, and I think we came out with \$140,000 and we came back to \$100,000. We can do that because we've got an automated system, so when we put that number in, it's about right.

Assistant Fire Chief Vaughn, Council were gracious enough, during the last budget, to provide us with funds to hire six additional firefighters. That is a program that we are currently working on. When we become full staff, and we're still working towards that in establishing tests and so on and so forth, that will allow us to bring that overtime down. As far as professional development, the Fire Department has reduced a lot of the training that we've been going out to do. We have got a lot of talent within the department that we're going to be using a lot more of. With that is as we hire these individuals, we're really going to take a strong look at the training that they've already been coming in with. If we don't have to send them to a fire academy, and we can do that in-house to get that same certification levels, we're going to attempt to do that the best we can.

Mr. Rasmussen, \$2.9 million doesn't seem like a big deficit if we're talking about a \$200 million budget. Why are we struggling with that? Well, it's interesting, because if you go back and you look at \$200 million budget, if you look at \$100 million in the General Fund, how much of that do we really have any control over? Not much. In fact, it's about 5%, maybe 7%. It's hard to believe that that much money is committed and we don't have much say on it, but we don't, and it's because much of it is committed and we don't have any strength over it.

Mayor Renner, you're not asking for any direction necessarily, just presentation, reaction and questions tonight? Mr. Rasmussen, we would want any comments that you may have, and then we'll come back in the adopted budget and we'll make the necessary adjustments to it.

Mr. Rasmussen commented on a slide that appeared in the newspaper and stated, what happened in the FY2018, last year, we had a \$214 million budget, and this year we only have a \$207 million total budget. So we have an increase of six million dollars. I've been asked where that six million dollars went. Because what we've said is we had a status quo budget. The amount of money we're taking in and the amount of money we're spending out was the same this year as it was last year.

Mayor Renner what are the next steps in the doodle poll. Mr. Rasmussen, we are asking is which dates you would prefer, because we did not get an answer from all of Council.

Mr. Rasmussen presented the slide on total capital funds stating, we have a total of approximately \$26 million that the City has planned on funding for capital projects in the capital budget that is not the budget that is the five-year capital improvement plan. He referred to that fund as the general operational capital projects, which is where those \$26 million... He referenced the State Motor Fuel Tax, \$9.2 million project, which is the Fox Creek Bridge.

Alderman Sage thanked Mr. Rasmussen for the clarification on the Fox Creek Road Project. When you were talking about some of the restrictions that are placed on Motor Fuel Tax, it's almost a derivative of a larger issue. This is one thing that I appreciate Melissa has done exceedingly well with our priority-based budgeting, and it is identifying how much of our expenses are related to mandates, state mandates and federal mandates. He complimented the Fire Department, for their ability to conduct in-house training

as opposed to attending training sessions.

Alderman Black, thanked Mr. Rasmussen and stated he has enjoyed this process of walking Council through the budget process on touch points many, many times, and giving us ample opportunity to provide feedback and also have the public weigh in on some of these things. I feel as though, because we're so engaged in this process, we'll all, I think, come up with a better budget at the end of this process. I hope we can use this as a model for future budget cycles. Perhaps staff could outline some of these mandated state laws that we could ask for support to either rescind, or have the state take a look at. I think people are really surprised when they find out some of the things that we have to do by state law. It always helps when people come to us with things that they are very specific in targeting them, we can do some the leg work for our state legislators to really hone in on things that will save us money in the long term.

In addition, I've had some concerns about the business registration fees in the past, so I'd love to get some, feedback from the Chamber of Commerce, maybe in the form of a letter. I'm reminded of Bill Rouse comments about multi-year budgeting, and how we kind of position ourselves. A couple of years back we talked about doing maybe two-year budgets, three-year budgets, so we're not constantly thinking very short and medium term. Is there a probation on multiyear contracts?

Mr. Rasmussen stated, we had a meeting today where we talked about the energy issues and the long term contracts. There are some things that we have to do on a yearly basis because we only have a one year budget. However, if we have contracts that will last further than that, it has a note in there that says but it's subject to an annual appropriation by the City Council. So we do have to move forward that way.

The following was presented:

Item 8C. Consideration of approving a Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts to establish, define, and coordinate a mutually beneficial relationship as requested by the Bloomington Center for the Performing Arts. *(Recommend the City Council approve a five year automatic renewing Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts, and authorize the Mayor and City Clerk to execute the related documents.) (Presentation by Jay Tetzloff, Director of Parks, Recreation & Cultural Arts, and Jim Waldorf, Friends of the BCPA Board Member, 5 minutes, City Council discussion, 15 minutes.) (Item tabled to a Work Session or Committee of the Whole Meeting.)*

The following was presented:

Item 8D. Consideration of a Resolution adopting the Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois as requested by the Public Works Department. *(Recommend a Resolution adopting the Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Michael Brown, Executive Director for the Ecology Action Center, 5 minutes, City Council discussion, 10 minutes.)*

RESOLUTION NO. 2018 - 10

A RESOLUTION ADOPTING THE TWENTY-YEAR MATERIALS RECOVERY AND RESOURCE MANAGEMENT PLAN FOR MCLEAN COUNTY, BLOOMINGTON, AND NORMAL,

SUMMARY MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS; MONDAY, FEBRUARY 26, 2017; 7:00 P.M

ILLINOIS

Mr. Brown provided an overview of the his presentation of the Ecology Action Center stating, we are a service provider for the city, the town, and the county acting as an environmental agency, nonprofit agency, providing resources such as solid waste planning, among other services. The Solid Waste Plan has been in the works for approximately two years. We have a good amount of data that's been collected and shambled over this past two years that's led us to this proposal. One of the major sources of data and most important variables here is the McLean County landfill, which is reaching capacity. As provided on in the chart that capacity dropping down very close here as we get into 2018. The most recent estimates look at August of this year that McLean County landfill will reach capacity. Recycling has been improving and increasing for decades. In the past year or so, finally reached our community-wide recycling goal of 40%, things have been stagnated. If we look at the past ten years or so, really we've only been hovering in that upper 30% range, and so really to go further, we need to do more. That's what this proposal does.

We can as well look at the actual composition of our waste as it is being landfilled, a lot of this being recoverable material that we are literally right now burying into a hole in the ground, the more detailed analysis of these materials, including these waste terms, including some very specific numbers on how much recoverable material that could provide some economic benefit that we are, again, burying in the ground. Within this new waste plan we have six new priorities to try and identify these gaps, essentially, that are leaving so much recoverable material not recovered, and at the same time, looking at ways that we can bring that to economic benefit instead. Commercial recycling being a big one, construction and demolition recycling, apartment recycling, food waste composting, otherwise known as organics recycling. A permanent household has this waste collection facility to build upon the great success that we've had as a community and has this waste collection. To support this all, it really is going to take more work, more outreach, and more efforts, to make it all happen.

We have gone through a public hearing process, public comment period, which is actually mandated by the State of Illinois for solid waste plants. Very overwhelming response in terms of the volume of responses we received, 48 written public comments. Forty-seven of those in favor of the plan is written, one was an opposition. It drove all public comment at the public hearing all in favor of the plan. A petition was submitted with 2,333 signatures in favor the plan, so overall, we have 2,389 public comments submitted, 99.9% of those in favor of the solid waste plan.

So to address one possible concern or question that may come up, as it has come up elsewhere, the inclusion of ordinances as a possibility within this plan. Keep in mind this plan is a vision. It is a roadmap. This point is not binding on the city, the town, or the county. The ordinances that are included in here merely are suggestions and that are a possibility in order to help, essentially, improve economics in terms of road density and bumps materials to help keep everything cost effective. The landfill is closing this. This solid waste plan is proposal for the next 20 years to help us transition to, essentially, be a post landfill community. This has been developed through a collaborative stakeholder process, looking at the needs for the future, bringing together stakeholders from waste, from recycling, from institutions, from local governments, from businesses, from nonprofits.

Alderman Sage asked for clarification of the conundrum, between the mandates and voluntary participation. How do you see other communities...I mean, there has to be some methodology that they use to try and work through increasing voluntary participation long before they get to the point where the Big Brother steps in and slaps mandates on.

Mr. Brown state, in the plan, if you look at the timeline that's laid out actually in the front of the plan, it gives kind of like five-year segments to the planned quarterly kind of efforts. Within that, it does indicate pilot programs, voluntary efforts, and increasing technical assistance. He spoke of other efforts that EAC is exploring: working with the rental companies in order to help increase that route densification and the volumes materials, working with those companies to help provide services and that middle ground between them; the waste dollars so that we can help deliver services to them in a cost effective way, hopefully, without any mandates.

Alderman Sage asked whether it EAC is some number of years away before there would be consideration given to mandates? We have a lot of other options that we're going to explore, we're going to experiment with before the hand of government comes down on solid waste. Mr. Brown stated that is ultimately up to the Council and the staff here. It's within the plan as an option. Town of Normal, to be fair, is looking at such options right now, and so...

Alderman Mwilambwe ask questions as it relates to energy production. I know we do produce quite a bit of trash, and, you know, I've had conversations with other folks I think who are here in the audience, Dr. Rowe is one of them, you know, talking about the economics of energy production. Is it feasible?

Mr. Brown, waste energy is a really big, broad topic that we could talk about for hours, especially if we got some experts in here. So that covers a spectrum of technologies such as everything from good, old-fashioned incineration to, you know, plasma electrolysis, to anaerobic digestion. There's all sorts of pros and cons all along the way. There's all sorts of, you know, costs or benefits.

Motion by Alderman Schmidt second by Alderman Hauman Council approves a Resolution adopting the Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Mathy, Mwilambwe, Buragas, Black, Hauman, Bray, Sage, Painter, and Schmidt.

Nays: None.

Motion carried.

The following was presented:

Item 8E. Discussion and action on an Ordinance implementing regulations on video gaming terminals and setting a one-year moratorium on the addition of new terminals within the City. *(Recommend an Ordinance amending the City Code to Implement Video Gaming License Provisions and approving a Temporary Moratorium on the Addition of Video Gaming Terminals within the City, be approved and the Mayor and City Clerk authorized to execute the Ordinance.) (Presentation by Jeffrey Jurgens, Corporation Counsel, 5 minutes, City Council discussion, 10 minutes.)*

ORDINANCE NO. 2018 - 13

AN ORDINANCE AMENDING THE CITY CODE TO IMPLEMENT VIDEO GAMING LICENSE PROVISIONS & ENACTING A TEMPORARY MORATORIUM ON THE ADDITION OF VIDEO GAMING TERMINALS WITHIN THE CITY

Mr. Jurgens stated, this is a continuation of our discussion from last week. This is an ordinance that implements licensing regulations on video gaming within the city of Bloomington. That's something new that the City has not done previously. These regulations mirror the Town of Normal, however, they do not include a licensing fee based on the feedback that we received at the last Council Meeting, there's no licensing fee. The penalties for violating the licensing are a little tougher than what the Town of Normal provides. These regulations also provide that there will be a one year moratorium on the issuing of new video gaming licenses. This means that during this one year period City staff will be able to evaluate and come back to the Council with recommendations on whether or not there should be a ultima cap on the number of video gaming machines within the City, as well as whether additional regulations are necessary, and whether there is any type of fee that should be considered by the City Council.

Mayor Renner ask if the Council is divided but it didn't quite pass, I think have to say, I have absolutely no idea. But can the Liquor Commission recommend a license with the stipulation that they cannot have video gaming, or is that not possible once? You've opened the door, you're stuck.

Mr. Jurgens state, once you've opened the door. It's our opinion that we need to have a structure in place within the city, some sort of licensing structure, if we then want to implement any provisions on regulating those licenses. So there are a lot of communities within the state that have implemented these moratoriums where they've seen kind of an explosion of terminals within their communities, and they'll put a stop on that so that they can take a step back and take a look, and see what types of regulations are right for their community. It's our opinion, if you're going to get in the business of saying whether or not somebody can have a video gaming terminal, first, we need to have a license structure so we have some sort of mechanism to do that.

Alderman Painter stated, she is in favor of the proposed ordinance. Although last year the City received about \$750,000 from these gaming terminals, the net wagering activity; the money that was drawn out of our local economy was almost \$16 million.

Mayor Renner, I think that might be for a quarter...my understanding, it was more like around \$50 million a year? Alderman Painter stated, not just for Bloomington, that approximately \$16 million left our economy.

Alderman Buragas stated, more regulation is good, that some concern should raise over the proliferation of these devices within our community. She think that's a wide-spread question that needs to be asked. She asked for clarification on why a moratorium is a desirable path forward right now as it appears abrupt to her. There are many businesses who are in the process of getting up and running, and have a business plan in place where the moratorium may hurt their business. She expressed concern over the length of the moratorium being one year rather than perhaps six months.

Mayor Renner asked Mr. Jurgens whether he had any comment on that from a legal standpoint. Mr. Jurgens replied he did not. However, Council will find that whenever you implement the moratorium, you're going to have people that are in the process, or considering the process. We did work provisions in there that if they had an application with the in with the gaming board, that they could be potentially

grandfathered in as well as along with everybody else that already has existing gaming terminals. The City did take that into account. In terms of the length of the moratorium, that's purely a policy decision on the part of the council.

Alderman Buragas stated, she would be comfortable with a three or six month period with the option to extend it. She asked whether the City has a complete number of the number of video machines are in the community, and is the goal to use the terminal fee to reduce proliferation?

Mr. Jurgens indicated that there was one typo that we would correct in there under Section 122D, where we say this Section 121 shall be automatically repealed in March 1, 2019. Let's just say Section 122, we'll fix that.

Motion by Alderman Painter second by Alderman Schmidt Council approves an Ordinance amending the City Code to Implement Video Gaming License Provisions and approving a Temporary Moratorium on the Addition of Video Gaming Terminals within the City as written, be approved and the Mayor and City Clerk authorized to execute the Ordinance.

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

Ayes: Aldermen Mathy, Mwilambwe, Buragas, Black, Hauman, Bray, Sage, Painter, and Schmidt.

Nays: None.

Motion carried.

The following was presented:

Item 8F. Consideration of an Ordinance approving a petition from Macs Convenience Stores, for the approval of a Final Plat for Circle K Subdivision, (located south of General Electric Road, east of Hershey Road), subject to Tap On Fees being paid and the Mayor and City Clerk to be authorized to execute the necessary documents as requested by Public Works. *(Recommend an Ordinance approving a petition from Macs Convenience Stores, for the approval of a Final Plat for Circle K Subdivision, (located south of General Electric Road, east of Hershey Road), subject to Tap On Fees being paid and the Mayor and City Clerk to be authorized to execute the necessary documents.) (Presentation by Robert Mahrt, Interim Community Development Director, 5 minutes, City Council discussion, 10 minutes.)*

ORDINANCE NO. 2018 -

AN ORDINANCE APPROVING THE FINAL PLAT OF CIRCLE K SUBDIVISION

Mr. Mahrt provided a brief overview of the item and indicated this property is located at the corner of Hershey Road and GE Road, and it's 1611 North Hershey Road. It is a four and a half acre tract at southeast corner of the intersection. Across the street is the Country Financial building and the daycare to the south, and residential neighborhoods to the north.

The zoning for the property was changed in October of 2017 from C2 to B2. The plat is in general conformance with the City engineering standards. Some questions were raised about check back issues on the plat. There are provisions within the City Code subdivision ordinance that does allow the City Council to refer this item back to the Planning Commission for interpretation. That would be a recommendation that City staff.

Alderman Black, if we were to go down the path of sending it back to the Planning Commission, would that like automatically trigger a public hearing process? Mr. Mahrt stated, just the legislative public hearing. Alderman Black stated, residents would be able to provide feedback at the hearing.

Alderman Schmidt asked for clarification as to why the item would be referred back to the Planning Commission. Mr. Mahrt stated, there are some questions regarding the setbacks that were placed on the plat. There was a concern that were raised this afternoon by an Alderman, as well as some interpretation issues. If you look at the way the plat is structured, it clearly says that it's not completed in this one section, regarding the front yard setback along Hershey Road.

Mayor Renner, essentially, our options are to approve it, to not approve it, or to send it back to planning?

Motion by Alderman Painter second by Alderman Buragas recommend this item be sent back to the Planning Commission to refer the Final Plat for a legislative public hearing and require the submission of a Preliminary Plan, which was waived.

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

Ayes: Aldermen Mathy, Mwilambwe, Buragas, Black, Hauman, Bray, Sage, Painter, and Schmidt.

Nays: None.

Motion carried.

City Manager's Discussion

Mr. Rasmussen did not have any further comments to offer.

Mayor's Discussion

Mayor Renner did not have any further comments to offer.

City Aldermen's Discussion

There were no further comments by the Council.

Adjournment

Motion by Alderman Black seconded by Alderman Schmidt adjourning the meeting. Meeting adjourned at 9:18 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: March 12, 2018

SUBJECT: Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$6,114,434.39.

RECOMMENDATION/MOTION: The Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,114,434.39, and orders drawn on the Treasurer for the various amounts as funds are available.

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.

FINANCIAL IMPACT: Total disbursements to be approved \$6,114,434.39 (Payroll total \$2,480,886.27, Accounts Payable total \$2,064,068.66, and Electronic Transfers total \$1,569,479.46).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Patti-Lynn Silva, Finance Director

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen".

Steve Rasmussen,
Interim City Manager

Attachment:

- Bills, Payroll, and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll, and Electronic Transfers

CITY OF BLOOMINGTON FINANCE REPORT					
Council of March 12, 2018					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
2/23/2018	\$ 216,083.71	\$ 77,597.50	\$ 293,681.21		
3/1/2018	\$ 1,455,363.04	\$ 378,341.72	\$ 1,833,704.76		
3/2/2018	\$ 211,251.89	\$ 76,198.85	\$ 287,450.74		
2/26/2018-3/1/2018	\$ 64,988.92	\$ 1,060.64	\$ 66,049.56		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 2,480,886.27		
ACCOUNTS PAYABLE					
Date	Bank	Total		PCARDS	
3/12/2018	AP General	\$ 1,991,853.08		Date Range	Total
3/12/2018	AP Comm Devel	\$ 11,524.92		PCARD GRAND TOTAL	
	AP IHDA				
3/12/2018	AP Library	\$ 29,678.51			
3/12/2018	AP MFT	\$ 9,122.75		WIRES	
	Off Cycle Check Runs			Date Range	Total
2/27/2018-3/5/2018		\$ 21,889.40		2/14/2018-3/1/2018	\$ 1,569,479.46
	AP GRAND TOTAL	\$ 2,064,068.66		WIRE GRAND TOTAL	\$ 1,569,479.46
		TOTAL			\$ 6,114,434.39
			Respectfully,		
				Patti-Lynn Silva	
				Finance Director	



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: March 12, 2018

SUBJECT: Consideration of Approving Appointments to Various Boards and Commissions.

RECOMMENDATION/MOTION: William Gudeman and Adriane Powell be appointed to the Bloomington Citizens' Beautification Committee, Megan McCann be appointed to the Planning Commission, and Bernie Anderson be reappointed to the Mid Central Community Action Board.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4e. Strong partnership with residents and neighborhood associations.

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

Citizens' Beautification Committee. William Gudeman to the Citizens' Beautification Committee. William will be fulfilling the term previously held by Mark Larsen whose term was terminated 8-28-17 and will be expiring 4-30-18. William's term will be effective upon appointment and he will serve until 4-30-18 at which time his term will be extended to expire 4-30-21. Application is on file in the Administration Office.

Adriane Powell to the Citizens' Beautification Committee. Adriane will be fulfilling the term previously held by Tamika Matthews who resigned 7-18-17. Adriane's term will be effective upon appointment and will expire 4-30-19. Application is on file in the Administration Office.

Planning Commission. Megan McCann to the Planning Commission. Megan will be filling one of the two positions that will become vacant when the current member's term expires 4-30-18. Megan's term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

BACKGROUND: The Mayor of the City of Bloomington has nominated and I ask your concurrence in the reappointment of:

Mid Central Community Action Board. Bernie Anderson to the Mid Central Community Action Board. Bernie will serve a four-year term which will be effective upon appointment and will expire 2-28-22. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY
CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- Roster

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	Assigned 6-13-17	Laurel	Schunaberger	04/30/18	2015	05/11/15	9	lms433@yahoo.com	2004 Ebs Lane	Bloomington	61704	287-3360			
x	Chair	Robin	VanDemay	04/30/20	2014	03/27/17	3	vanrk301@yahoo.com	3011 Cadene Dr	Bloomington	61704	682-3716		530-3091	2017-compl 1 3yr term
x		Patricia	Marton	04/30/20	2014	03/27/17	4	pmarton61701@yahoo.com	1114 E Grove St	Bloomington	61701	829-3647			2nd term
x		Holly	Sellers	04/30/19	2018	02/12/18	5	holysellers@gmail.com	222 Ivanhoe Way	Bloomington	61701				
x	to Transportation	Elizabeth	Koober	04/30/19	2017	05/09/17	8	elizabethkoober@gmail.com	5702 Sugarberry Ave	Bloomington	61705				
x		Robert	Bradley	04/30/18	2017	05/22/17	9	rbradlev@iisu.edu	1 Sun Pointe Ct., Apt B	Bloomington	61704				
x		Debbie	Hanchett	04/30/18	2017	06/26/17	4	dhanchett1812@gmail.com	222 Kreitzer Avenue	Bloomington	61701				
x		Ananda	Weissgerber	04/30/19	2016	06/27/16	4	AnandaWeissgerber@yahoo.com	1516 E Grove	Bloomington	61701				
x		Valerie	Dumser	04/30/19	2012	06/13/16	7	pradumravalere@gmail.com	808 W Washington	Bloomington	61701				
x	Resigned 7-18-17	Tamika	Mathews (Powell)	04/30/19	2016	07/11/16	6	tm2323@yahoo.com	810 W Jackson Apt 12	Bloomington	61701				
x		Erica	Larkin	04/30/20	2013	05/22/17	1	ericalarkin@gmail.com	908 Snyder Dr	Bloomington	61701				
x	Terminated 8-28-17	Merk	Larsen (Gudeman)	04/30/18	2015	05/11/15	5	mlars543@yahoo.com	1424 Ridgeport Ave.	Bloomington	61704				
	Ex-Officio	Jan	Lauderman						4 Oxford Ct	Bloomington	61704				
	Ex-Officio	Stan	Cain												
	Staff	Robert	Moews						Parks & Rec				434-2280		
	Staff	David	Lamb						Parks & Rec				434-2280		

Details:

Term: 3 years (4 years prior to 5/1/2014)
Term Limit per City Code: 3 terms/9 years
Members: 12 members, 1 ex-officio member
Number of members the Mayor appoints: 12
Type: Internal
City Code: 1973-32, Chapter 2, Section 72
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 3rd Thursday of each month at 6:00 pm - BPD Osborn Room

Number of Vacancies: 4

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

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes:

Mid Central Community Action Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	First Appt	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	Reappointment
x		Bernie	Anderson	02/28/18	03/24/14	2010	bernie.anderson@aqresources.com	12 Hidden Lake Ct	Bloomington	61704			261-4155	
	Staff/Contact	Laurie	Peterson					1301 W Washington	Bloomington	61701		829-0691		

Details:

Term: 4 years
Term Limit per City Code: external board, no limit
Members:
Number of members the Mayor appoints: 1
Type: Multi Jurisdictional
City Code: No
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings:

Number of Blm Mayoral Vacancies: 1
Number of Expired Board Members (Blm Appointments only): 1

Appointment/Reappointment Notes:

Planning Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt.	Appointment Date	Ward	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	FaxNumber	Reappointment
x	Southeast	Eric	Penn	04/30/18	2016	09/12/16	1	erblin.laborers@frontier.com	1016 McGregor	Bloomington	61701					
x	Southeast	J. Alan	Balmer (McCann)	04/30/18	2011	04/13/15	3	jbalmec@beladigm.com	16 Fountain Lake Court	Bloomington	61704					
X	Southeast	David	Stanczak	04/30/19	2012	03/28/16	8	dls1202@yahoo.com	16 Buckhurst Ct	Bloomington	61704					
x	Southeast	Thomas	Krieger	04/30/20	2017	11/27/17	5	kriescrew@aol.com	2209 Jessamine Road	Bloomington	61704					
x	Southeast	Megan	Headen	04/30/18	2015	04/13/15	1	meechub@gmail.com	1405 Kickapoo Creek Rd	Bloomington	61705					
x	Northeast	Mark	Muehleck	04/30/20	2017	10/23/17	9	mmuehleck1@yahoo.com	1216 Chatham Lane	Bloomington	61704					
x	Chair/Southwest	Justin	Boyd	04/30/19	2016	05/09/16	6	Justin.Boyd@countyfinancial.com	705 W MacArthur	Bloomington	61701					
x	Northeast	Kevin	Suess	04/30/20	2014	03/27/17	4	kevinsuess@gmail.com	113 Kreitzer	Bloomington	61701					
x	Vice Chair/Northeast	John	Protzman	04/30/20	2014	03/13/17	9	jpro23@att.net	2913 Southfork Rd	Bloomington	61704					
x	Northeast	James	Pearson	04/30/18	2011	04/13/15	9	jpear764@aol.com	14 Heartstone Ct	Bloomington	61704					
	Staff	Katie	Simpson					ksimpson@cityblm.org	115 E Washington St	Bloomington	61701					
	Staff	Mary	Sellmeyer						110 E Olive St	Bloomington	61701					

Details:
Term: 3 years (4 years prior to 5/1/2014)
Term Limit per City Code: 3 terms/9 years
Members: 10 members
Number of members the Mayor appoints: 10
Type: Internal
City Code:
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 2nd and 4th Wed of each month at 4:00pm - Council Chambers
Number of Vacancies: 0
Number of Expired Board Members (Elm Appointments only): 4 anticipated
Number of Expired Board Member Eligible for Reappointment: 2
Appointment/Reappointment Notes:



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of purchasing a Single Line Stopping System from Hydra-Stop, LLC, as the only bidder at a price of \$31,424.00, through Re-Bid #2018-18, as requested by the Water Department.

RECOMMENDATION/MOTION: A Contract with Hydra-Stop, LLC be approved for the purchase of a Single Line Stopping System, in the amount of \$31,424, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 2. Upgrade City Infrastructure and Facilities.

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

BACKGROUND: The Water Department is requesting to purchase a Single Line Stopping System to aid staff with water main maintenance and repair efforts. This was a re-bid and Hydra-Stop, LLC was the sole bidder.

A Stopping Line System is a mechanism that taps into a water main and inserts a balloon completely plugging the water main. When used in tandem with the currently owned single line stopping system, the system bars the flow from two sides and efficiently allows staff to repair the broken main, relocate a line, or install a valve without customer disruption. Being able to repair our infrastructure without disturbing the customer's service has become vitally important due to the possibility of disrupting lead particles from services lines and avoiding boil orders.

This purchase will also be beneficial for the Department's overall maintenance operations in the following areas:

- Replace or repair hydrants
- Tie in new lines or services
- Perform pipeline maintenance and repairs
- Change large meters or backflow preventers

Staff recommended and Council recently rejected a previous bid (Bid #2018-18) at the January 8, 2018, Council Meeting for a line stopping system that included a hydraulic cutting system. The Water Department determined that the currently owned hydraulic cutting system would be used

with both the currently owned and proposed line stopping system. The previous bid exceeded the amount budgeted for this item.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The invitation to bid was published on Thursday, January 11, 2018 in The Pantagraph.

FINANCIAL IMPACT: Funds are included in the FY 2018 Budget under the Capital Lease-Capital Outlay Equipment Other than Office account (40110137-72140). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on pages 102 and 108. Even though the total cost of \$31,424.00 exceeds the budgeted amount of \$30,000, other savings within the current capital lease exist to proceed with the purchase.

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

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Property Manager
Brett Lueschen, Superintendent of Distribution

Reviewed by: Robert Yehl, P.E., Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Community Development review by: Bob Mahrt, Interim Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1B - Re-bid #2018-18 Packet
- 1C - Contract
- 1D - Brochure



INVITATION TO BID

RE-BID #2018-18

New Single Line Stopping System with Air Drive Motor

Mailing Address: Office of the City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Contact Person(s): Brett Lueschen
Superintendent of Water Distribution
blueschen@cityblm.org

Carla Murillo
Procurement Manager
cmurillo@cityblm.org
309-434-2277

Bids Due: **Tuesday, January 30, 2018 at 11:00 A.M. Central Time**

CITY TABLE OF CONTENTS

Cover Page	1
Table of Contents	2
Invitation to Bid/Legal Notice	3
Background	4
Bid Identification	4
Definitions	4
Questions	4
Bid Package	4
Rejection of Bids	4
Bid Submission	4
Non-Discrimination	5
Ex Parte Communication	5
No Bid	5
Delivery	5
Full Pricing and Contingencies	5
Payment Terms	5
Bid Evaluation	5
Quality	6
Recourse for Unsatisfactory Materials	6
Investigation	6
Proof of License, Permit, Etc.	6
Bid Form	6
Specification	6
Alternates	6
Brand Name, Model, Scope of Work, etc.	6
Default by Vendor	6
Bid Opening	7
Bid Bond	7
Cancellation	7
Withdrawal of Bid	7
Rejection of Bids, Waivers of Irregularity	7
Protests	7
Local Preference Policy	8
Security	8
Purchase Extension	8
Equal Opportunity Guidelines	8
Indemnification	8
Insurance Requirements	9
Gift Ban Act	10
Vendor Compliance	10
Insurance	10
Local Preference Policy Certification	11
References	12
EEO Statement	13
EEO Letter	14
Contract Compliance Report Forms	15
Scope of Work	19
Variance Form	20
Bid Form	21
Bid Checklist	22
Tentative Bid Schedule	22
Sample Contract	23

**LEGAL NOTICE OF
INVITATION TO BID
CITY OF BLOOMINGTON, ILLINOIS**

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Tuesday, January 30, 2018 at 11:00 A.M. Central time**, at which time they will be publicly opened and read for the following:

**RE-BID #2018-18
New Single Line Stopping System with Air Drive Motor**

Bid documents are to be obtained from the City of Bloomington Procurement Services by sending an email to [**procurement@cityblm.org**](mailto:procurement@cityblm.org). Respondents must provide their complete name, company name, street address, telephone number, fax number and their email address. Bid documents may also be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central time. Only vendors recorded with the City, as a bona fide plan holder, are eligible for the contract award.

The City of Bloomington reserves the right to reject any and all bids and to waive technicalities.

The City of Bloomington requires all vendors and vendors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid.

Carla Murillo, Procurement Manager

Published **Thursday, January 11, 2018** Bloomington, Illinois

TERMS AND CONDITIONS FOR BIDDERS

BACKGROUND: The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis and 64 miles northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The results of the 2010 Census shows the City now has a population of 76,610 citizens. The economic strength of the City of Bloomington metropolitan area is well diversified with no single dominating industry.

BID IDENTIFICATION: Bidders are required to legibly write the bid number, bid name and due date in the lower left corner. Do **not** submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

DEFINITION: "City" shall mean the City of Bloomington, Illinois.

QUESTIONS: Questions regarding bid/proposal procedures shall be directed to Carla Murillo, Procurement Manager, during regular working hours, telephone 309-434-2277.

Questions regarding the technical nature or performance expectations of the equipment, material, or service in the bid shall be submitted in writing to:

Brett Lueschen, Superintendent of Water Distribution, at blueschen@cityblm.org

And

Misty Shafer, Procurement Specialist, at mshafer@cityblm.org or

Fax (309) 434-2874

Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes.

BID PACKAGE: If you have obtained this bid from the City of Bloomington web site or from a source other than directly from Procurement Services or the City Clerk, you are not on record as a plan holder. The Procurement Office takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with the Procurement Office, or with the City Clerk's office prior to submitting your bid to ensure that you have a complete, up-to-date package. The original bid document maintained and on file in the City Clerk's office shall be considered the official "copy". Copies of all addenda shall be attached to the bid document as proof of receipt.

One original and two copies of the complete bid packet should be submitted to:

Bloomington City Clerk's Office
109 E. Olive Street
Bloomington, Illinois 61701

REJECTION OF BIDS: The City of Bloomington reserves the right to reject any and all bids and to waive technicalities and to accept that bid which is to be considered to be in the best interest of the City. Any such decision shall be considered final.

BID SUBMISSION: Submit (1) original and specified number of copies of the entire bid packet.

NON-DISCRIMINATION: The City of Bloomington requires all vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Vendors shall comply with the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102 and constituting of a written EEO policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The vendor must have a written sexual harassment policy, which meets Illinois Compiled State Statutes, 775 ILCS, 15/3.

EX PARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Purchasing Agent or designated contact person only. The Purchasing Agent will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal and repeat offenders may be disqualified from future projects.

NO BID: Vendors who are not able to submit a bid for this service, but wish to receive bid tabulation or to be assured of remaining on the City's bid list for similar services should clearly indicate on the envelope the designation "NO BID". Envelopes so marked will not be considered as a formal bid, but the contents will be responded to in the appropriate manner by City of Bloomington staff. The City will issue a purchase order to the successful vendor.

DELIVERY: F.O.B. Bloomington, IL FREIGHT PREPAID.

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the City Procurement Manager may be considered a breach of faith.

FULL PRICING AND CONTINGENCIES: Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful bidder to the bid pricing. Additional charges for contingencies discovered by the bidder at any time after the date of the opening of this bid may not be considered for payment by the City. All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid. In case of error in the extension of prices, the unit price shall govern.

PAYMENT TERMS: If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

BID EVALUATION: Bids will be evaluated and awarded to the lowest responsible, responsive bidder. The quality of the products, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award. The City will be the sole judge of acceptability of any products offered.

QUALITY: The scope of specification is intended to procure a quality product. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The City will be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments be made.

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, may be returned at the Bidder's risk and expense.

RECOURSE FOR UNSATISFACTORY MATERIALS: Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder at no additional charge.

INVESTIGATION: Bidders must acquaint themselves with the policies of the City, and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the bid submission deadline. It is the Bidder's responsibility to check with City Clerk prior to submitting their bid to ensure that they have received all Addenda issued.

PROOF OF LICENSE, PERMIT, ETC.: Bidders must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., or the ability to obtain any applicable Federal/State/Local permits, licenses, certifications, etc., within a reasonable time after the bid award and prior to the performance of the work. It is the bidder's responsibility to inquire about requirements of performing the job with the requesting department contact person.

BID FORM: This entire package shall be returned complete and intact with all information requested and all questions answered. Failure to do so may be considered grounds for rejection of the bid. The amount of the bid shall be stated on the form(s) provided. Variations from the Specification shall be noted on a separate sheet of paper. If more space is required to furnish a description of the service offered or delivery/start terms, the vendor may attach a letter hereto, which will be made a part of the bid.

SPECIFICATION: The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders whose items, in the opinion of the City, meets or exceeds performance in these areas.

ALTERNATES: Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the City Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

BRAND NAME, MODEL, SCOPE OF WORK: All Bidders shall include with their bid brand names, models, catalog numbers, and complete information about the items they are offering. **Manufacturer's Safety Data Sheets, MSDS, are required for all chemical Bids.** Failure to do so may be considered grounds for rejection of the bid.

DEFAULT BY VENDOR: In the event of default by vendor, the City reserves the right to procure the services from other sources, and hold the vendor liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Vendor in whole or in part without the written consent of the City of Bloomington.

BID OPENING: Telephone/Fax/Verbal Offers Will Not Be Accepted.

Bids shall be publicly opened and read at the time and date set. It is the responsibility of the vendor to see that the bid is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Bids received after the time and date set may be returned unopened to the Vendor. This includes Bids not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the bid opening, sealed bids will be accepted on the next business day of the City, up to the originally scheduled time.

BID BOND: Bids in excess of \$50,000 must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a commonly accepted Bid bond form from a guaranty or surety company. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered complete unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

CANCELLATION: Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will provide a written notice of unsatisfactory performance and the vendor will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory control. If at the end of the stated time to correct, the City may deem that the vendor's performance is still unsatisfactory, the contract may be canceled. The exercise of its right of cancellation shall not limit the City's right to seek any other remedies allowed by law.

WITHDRAWAL OF BID: A vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, will be submitted in writing and will be supported by a written determination made by the Procurement Manager.

REJECTION OF BIDS, WAIVERS OF IRREGULARITY: The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final.

PROTESTS: Any actual or prospective offeror/vendor who is aggrieved in connection with this proposal or award may protest to the City Manager within ten (10) days of the award. The protest must be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts.

LOCAL PREFERENCE POLICY: The City of Bloomington has adopted a Local Preference Purchasing Policy that is applicable in the City's competitive bidding processes, except in situations where external funding sources do not permit local preference purchasing allowances, in situations where the goods or services being purchased are available through a cooperative purchasing program, or where waived by the City. Bidders should complete the Local Preference Purchasing Policy Certificate if bidder qualifies as a local bidder under the Policy. The Policy is in place to address, in part, responsiveness and related concerns of the City. After submission, but prior to award, an offeror claiming local preference will be required to submit evidence demonstrating all the criteria for local preference is met.

SECURITY: The vendor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The vendor further represents and warrants to the City that the vendor and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The vendor hereby agrees to defend, indemnify and hold harmless the City of Bloomington, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

PURCHASE EXTENSION: This contract shall be offered for purchases to be made by other governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the vendor. The City shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

EQUAL OPPORTUNITY GUIDELINES: The City requires all vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non-job-related disabilities. This program was approved by the City Council on May 27, 1974. In accordance with this program the City shall require that the vendor be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309/434-2218.

INDEMNIFICATION: ~~Vendor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Vendor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Vendor's legal counsel unacceptable, then Vendor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Vendor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.~~

CV 11/4/17

CITY OF BLOOMINGTON, IL
GENERAL INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS/BIDS

Prior to the commencement of work governed by any contract between the **CITY** and the vendor, the vendor shall provide the **CITY** satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the **CITY**, its employees and officials as additional named insured's will be required and will also denote the description of the job. **The vendor's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A- VIII Best's Rating. The Vendor's program shall hold the **CITY**, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

General Liability - \$4,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$4,000,000 GL annual aggregate and will include:

- Medical payments - \$5,000
- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

Workers' Compensation and Employer's Liability –

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

Automobile Liability - \$1,000,000 Bodily Injury and Property Damage (CSL)

(Owned, Non-owned and Hired vehicles should be included) and include \$10,000 medical pay per passenger.

Umbrella Liability Coverage - \$1,000,000 each occurrence, \$1,000,000 aggregate

(These limits will be excess over all underlying coverage documents and would be the minimum required).

Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.

All Liability (General Liability/Auto) insurance certificates should include a "blanket additional insured" endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

GIFT BAN ACT: I certify that Hydra-Stop LLC (print company name), its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the "Gift Ban Act"). The Act is available online at: <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000> under.

I further certify that as a bidder, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at <http://www.cityblm.org/code.asp?show=section&id=3450>.

Christopher C. Vazzana 1/26/18
Print Name & Date

[Signature]
Authorized Signature

Vendor Compliance with Public Act 85-1295: The vendor certifies by signing this statement that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Christopher C. Vazzana 1/26/18
Print Name & Date

[Signature]
Authorized Signature

Hydra-Stop LLC
Company Name

Insurance: Vendors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The vendor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee.

Furthermore, the vendor hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's employees or third parties.

Christopher C. Vazzana 1/26/18
Print Name & Date

[Signature]
Authorized Signature

Hydra-Stop LLC
Company Name

LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION

The City of Bloomington has adopted a local preference purchasing policy. Under the terms of the policy local vendors may be granted a pre-determined preference in competitive bidding situations. Bids from qualified local bidders may receive the following adjustment to the submitted bid:

1. 5% up to a maximum of \$2,500 on bids of \$10,000 up to \$50,000;
2. 4% up to a maximum of \$10,000 on bids of up to \$250,000;
3. 3% up to a maximum of \$30,000 on bids of up to \$1,000,000; and
4. \$50,000 on bids of over \$1,000,000.

For purposes of comparison and consideration in awarding contracts the preferential discount will be applied to the low bid of all qualified local bidders when determining the lowest responsible bid. The City Council reserves the right to waive or amend the local preference purchasing policy in connection with any bid, when it deems it in the best interest of the citizens of Bloomington.

A Local Bidder is defined as any business that meets all of the following criteria:

1. The business has established and maintained a physical presence within the County of McLean, via the ownership or lease of a building or a portion of a building for a period of not less than 12 consecutive months; and
2. The business employs a minimum of two full time employees at the McLean County location and those employees spend the majority of their work day and work week at the McLean County location; and
3. The business is legally authorized to conduct business within the State of Illinois and the County of McLean.

The undersigned hereby certifies to the City of Bloomington that it is a Local Bidder as defined above and qualifies for the Local Bidder Preference pursuant to the City of Bloomington Local Preference Purchasing Policy.

Print Name & Date

Authorized Signature

Company Name

REFERENCES:

Three (3) references are **required** with your bid. The references shall be from three different sources where you have provided the minimum specifications as required in this bid. Bidder may use the City of Bloomington as one reference if the Bidder has provided this equipment or service to the City since January 1, 2010

(1.) Company Name: CITY OF BLOOMINGTON

Company address: 109 E. OLIVE ST

City: BLOOMINGTON State: IL Zip: 60527

Company Contact Name or Department: BRETT LUESCHEN

Company Contact Telephone: 309-434-2439 Fax: _____

Company Contact e-mail address: blueschen@cityblm.org

(2.) Company Name: TOWN OF NORMAL

Company address: 100 E PHOENIX

City: NORMAL State: IL Zip: 61761

Company Contact Name or Department: CHAS PIPP

Company Contact Telephone: 309-454-9564 Fax: _____

Company Contact e-mail address: cpipp@normal.org

(3.) Company Name: CITY OF McHENRY

Company address: 1415 INDUSTRIAL DR

City: McHENRY State: IL Zip: 60050

Company Contact Name or Department: STEVE WIRCH

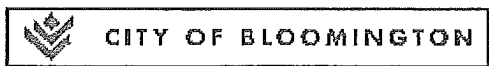
Company Contact Telephone: 815-363-2205 Fax: _____

Company Contact e-mail address: swirch@ci.mchenry.il.us

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the vendor's non-compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), or the City of Bloomington's Contract Compliance Program, the vendor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, including the City of Bloomington, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute, ordinance or regulation. During the performance of this contract, the vendor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this vendor any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the vendor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the vendor in its efforts to comply with such Act and Rules and Regulations, the vendor will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the vendor will not utilize any subcontractor declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.



Community Relations
109 E. Olive St.
Bloomington, IL 61701-3157
(309) 434-2215 (TTY) 829-5115

To Whom It May Concern:

The City of Bloomington's Equal Opportunity in Purchasing Ordinance and the Bloomington Human Relations Ordinance requires that any company doing business with the City in the excess of \$25,000 during one year, must submit an Equal Opportunity Report Form or an Equal Opportunity Plan.

It is my understanding that your company will be or are presently a contractor/vendor for the City of Bloomington. In order for this office to approve your company to continue to conduct business with the City of Bloomington, all of the enclosed forms must be submitted to the Community Relations Division within 14 days after receipt of the requested information. If you are bidding for the opportunity to work for the City of Bloomington, the Contract Compliance Report Form enclosed in the bid packet must be completed, signed and returned in the bid packet.

Please complete the enclosed information in its entirety and return it to the Community Relations Office or with your bid packet. If your company has an approved Equal Opportunity Plan, you may submit it instead of completing the enclosed Contract Compliance Form. You must also include a breakdown of your present workforce by race and gender.

If the information requested is not submitted, your company may not be approved to do business with the City of Bloomington and could subsequently not be placed on the "Approved Vendor List."

If you should have any questions regarding either of the forms, please feel free to contact me at (309) 434-2215.

Sincerely,

HR Representative
Equal Opportunity Associate

CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION

City of Bloomington
Community Relations Division
109 E. Olive Street
Bloomington, IL 61701

(309) 434-2215

(309) 434-2831 (Fax)

Failure to properly complete this form prior to the execution of a contract with the City of Bloomington, or within 7 days after a request for submission of this report, may result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Bloomington.

Section I. Identification

1. Company Name and Address:

Name: Hydra-Stop LLC

D/b/a: _____

Address: 144 Tower Drive SUITE 1A

City/State/Zip: Burr Ridge, IL 60527

Telephone Number(s) Area Code: 630-756-5223

Check one of the following:

Corporation Partnership Individual Proprietorship ☒ Limited Liability Corp.

2. Name and Address of the Company's Principal Office (answer only if not the same as above).

Name: _____

Address: _____

City/State/Zip: _____

3. Major activity of your company (product or service):

Section II. Policies and Practices

Description of EEO Policies and Practices

- A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES X NO _____

- B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.

Name: Amy Van Meter

Title: Chief Financial Officer

Telephone: 630-756-5250

- C. Has the Company developed a written Equal Opportunity Plan? **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES X NO _____

- D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES X NO _____

- E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES X NO _____

- F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES X NO _____

- G. Has the vendor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontractors or purchase orders?

YES X NO _____

H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES _____ NO X

I. Does the Company have collective bargaining agreements with labor organizations?

YES _____ NO X

J. Has the labor organization been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES _____ NO _____

N/A No Labor Organization

Section III. Employment Information

A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.

See attachment

B. Job Classifications (See descriptions attached)

C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location).

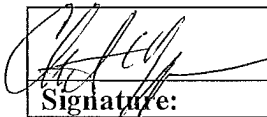
50 miles from Burr Ridge, IL 60527

D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

Not currently under utilized

Section IV. Certification

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

	<i>Christopher C. Vazzana</i> President	630-756-5211	1/26/18
Signature:	Print Name & Title	Telephone Number	Date

**CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION**

**CONTRACT COMPLIANCE
WORKFORCE ANALYSIS**

Job Categories	Overall Totals		White(Not Of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic of Latino		Asian of Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers	5	1	5	1								
Professionals	1	2	1			1		1				
Technicians	10		10									
Office & Clerical												
Craft Workers (skilled)	5		2		1		2					
Operatives (semi-skilled)	14		1				13					
Laborers (unskilled)												
Service Workers												
TOTAL	35	3	19	1	1	1	15	1	0	0	0	0

M= Male, Column B is sum of rows D, F, H, J, and L

F= Female, Column C is sum of Rows E, G, I, K, and M

Date of above: Nov. 13, 2017

Name of person that compiled the above data: Kyle Chase

Specifications for a Single Line Stopping System

Equipment Capability: The equipment shall be capable of the installation, without shutdown, of a single line-stoop, in the range of four (4) inch diameter through twelve (12) inch diameter. Method of pipe entry shall be made using a carbide tipped cutter and a pilot drill with retaining wire to retain the coupon. Reaming or milling of the pipe shall not be acceptable. The equipment shall be rated for line pressures up to 100 psi and have the following capabilities:

- ❖ Expansion to a double set of line stopping equipment.
- ❖ Expansion to sizes 14", 16", 18" & 20" without factory rework.
- ❖ Expansion to be rated to line pressures up to 150 psi or 250 psi.
- ❖ Expansion to side tapping 3"-20" with optional adapter kit.
- ❖ Expansion to valve insertion 4"-12" & 16" with additional adapter kit.

The capabilities specified herein are minimum mandatory requirements that must be met by any equipment offered.

Line Stopping Equipment:

Quantity	Description	Total Pieces of Equipment
1 each	Line Stopper Pump and Ram Assembly	??
1 each	Housing, Stopping (4"-8") and (10"-12")	2
1 each	Temporary Valve (4"-8") and (10"-12")	2
1 each	Plug Inserters (4", 6"-12")	2 <i>Not necessary</i>
1 each	Stopper Rubbers (4", 6", 8", 10", 12")	5

Accessories:

Quantity	Description
1 Lot	Necessary gaskets, wrenches and FDA approved lubricants to operate Tapping and Stopping systems equipment.
1 Lot	Wooden Storage Containers (4"-8") and (10"-12")

Equipment: The size and weights of each (4"-12") Line-Stop Tapping Machine or Line-Stopper Unit shall be such that two (2) workmen/women can assemble the machinery and manually transport it over a fairly level construction site without the use of hoisting equipment. Once lowered into an excavation, two (2) workmen/women can mount the machinery onto the line-stop fitting without further hoisting assistance. All requirements expressed as mandatory in this paragraph and all requirements expressed as mandatory in all of the subparagraphs of this section, i.e., as requirements that "shall" be met, are minimum mandatory requirements that must be met by any equipment offered.

Delivery: Delivery is required within 30 days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive. ~~Freight allowed.~~ F.O.B. Bloomington, IL FREIGHT PREPAID. Freight must be included in the total bid amount.

Warranty: The manufacturer shall supply a one year warranty on defective materials. Cutters, pilot drills and stopper rubbers shall be excluded from this warranty.

Training: A qualified representative of the manufacturer shall provide eight (8) hours of demonstration and training in the use of the equipment specified. All costs for this training will be included in the priced bid for the equipment.

PLEASE USE THIS FORM TO PROVIDE THE VARIANCE FOR ANY ITEMS IN THE SPECIFICATION: (form may be duplicated)

[illegible]

BID FORM

RE-BID #2018-18

New Single Line Stopping System with Air Drive Motor

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

DESCRIPTION

AMOUNT

Total Lump Sum

\$ 31,424.00

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

Hydra-Stop LLC
Firm


Authorized Signature

144 Tower Drive, Suite A
Address

Burr Ridge IL 60527
City State Zip

630-756-5217
Phone Number

1/26/18
Date

Email Address: C. Mazzara @ Hydra-stop.com
D Spratt @ Hydra-stop.com

BID CHECKLIST:

1. Return the entire packet – not just your response
2. Sign and Attach all addenda if any were issued
3. Sign and date all required forms
4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.
5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due
6. Your (1) original and (2) required copies
7. Anything relative to this bid

TENTATIVE BID SCHEDULE:

A. The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the bid process.

Action	Due Date	Due Time
BID Released	Thursday, January 11, 2018	N/A
Questions Due to City	Thursday, January 18, 2018	3:00 P.M. Central Time
Response from City	Tuesday, January 23, 2018	4:00 P.M. Central Time
BIDS Due	Tuesday, January 30, 2018	11:00 A.M. Central Time
Anticipated Award Date	Monday, February 26, 2018	N/A

B. Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes. Submit questions regarding the bid in writing to Brett Lueschen, Superintendent of Water Distribution, at blueschen@cityblm.org and Misty Shafer, Procurement Specialist, at mshafer@cityblm.org no later than 3:00 P.M., Central Time, on Thursday, January 18, 2018.

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

New Single Line Stopping System

THIS AGREEMENT, dated this _____ day of _____, 2017, is between the City of Bloomington (hereinafter "CITY") and _____ (hereinafter "CONTRACTOR").

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. Incorporation of Bid/RFP/RFQ & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
RE-BID #2018-18 New Single Line Stopping System (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- ☐ A flat fee of \$ _____ as set forth in the Procurement Documents.
- ☐ Fees as set forth in the Procurement Documents.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. 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, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney 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 attorneys' fees.

Section 13. 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 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2017

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

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

PRODUCER ALPER SERVICES LLC 410 N. Michigan Avenue Chicago IL 60611		CONTACT NAME: Sabina Pietka PHONE (A/C, No, Ext): (312) 642-1000 E-MAIL ADDRESS: SPietka@AlperServices.com FAX (A/C, No): (312) 944-7000	
INSURED Hydra-Stop LLC 144 Tower Drive Suite A Burr Ridge IL 60527		INSURER(S) AFFORDING COVERAGE INSURER A: Great American E&S Insurance INSURER B: Starr Indemnity & Liability Co. INSURER C: Commerce and Industry Insurance Co. INSURER D: INSURER E: INSURER F:	
		NAIC # 37532 38313 19410	

COVERAGES**CERTIFICATE NUMBER:** Hydra-Stop GL, Auto, UmWC**REVISION NUMBER:**

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

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		PL 49558044-02	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			1000198784171	11/30/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
	☒ Comp: \$1,000	☒ Coll: \$1,000	\$				
C	☒ UMBRELLA LIAB	☒ OCCUR		BE 034237802	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 25,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE \$ 25,000,000				
	DED ☒ RETENTION \$ 10,000		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001197	11/30/2017	11/30/2018	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N/A	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

Re: Bid #2018-18, New single Line Stopping System with Air Drive Motor

City of Bloomington, its employees and officials are named as Additional Insureds as respects to General Liability by written contract as required by the policy. General Liability is Primary and Non-Contributory in favor of Additional Insured by written contract as required by the policy. Umbrella liability follows primary policy forms. 30 days written notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington
Office of the City Clerk
109 E Olive St
Bloomington, IL 61701

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

AUTHORIZED REPRESENTATIVE

Bobette Puckett/RE

© 1988-2014 ACORD CORPORATION. All rights reserved.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 6000 ph

AES 3020 (Ed. 05/01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

CG2010 (Ed. 10.01)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that Insured.
- B. With respect to the insurance afforded to these Additional Insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the site of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations of a principal as a part of the same project.

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Hydra-Stop LLC

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

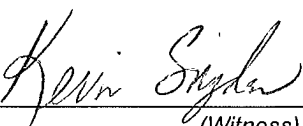
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Bloomington, IL

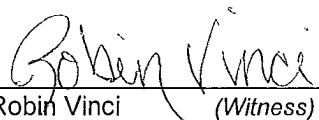
as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid Dollars (\$5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for New Single Line Stopping System with Air Drive Motor Bid #2018-18.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

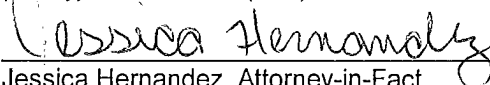
Signed and sealed this 17th day of November, 2017.


(Witness)


Robin Vinci (Witness)

Hydra-Stop LLC
(Principal)

(Title)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Jessica Hernandez, Attorney-in-Fact_ (Title)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

232163

Certificate No. 007225913

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Lawrence, Ann Mulder, Launa Reidenbach, Mary D. Thomas, Amber Derkson, Dan Hasson, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, Emily Swatkowski, Renee D. Davis, Tiffany Uribe, Kyle Pollock, Patrick J Brennan, Jr., and Erik Harms

of the City of Chicago/Naperville, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 11th day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

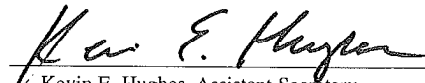
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of November, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

New Single Line Stopping System

THIS AGREEMENT, dated this 12th day of March, 2018, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

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. Incorporation of Bid/RFP/RFO & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
RE-BID #2018-18 New Single Line Stopping System (hereinafter "Request")
Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____

Provide all necessary equipment to fulfill all requirements and equipment as set forth in
RE-BID #208-18.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☒ A flat fee of \$ 31,424.00 as set forth in the Procurement Documents.

☐ Fees as set forth in the Procurement Documents up to the Contract amount of \$ _____.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. 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, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney 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 attorneys' fees.

Section 13. 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 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

Hydra-Stop, LLC.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

Hydra-Stopper

Hydra-Stop® Hydra-Stopper™

Hydra-Stop®'s low-cost Hydra-Stopper can isolate for repair, maintenance, or replacement of valves and hydrants in minutes on any commonly used pipe - steel, cast iron, ductile iron, asbestos cement, concrete, and PVC - with accuracy and reliability.

Hydra Stop's innovative **Hydra-Stopper** provides new solutions to old distribution system problems. Hydra-Stop equipment is economically designed to be completely modular so additional capabilities can be incorporated with the Hydra-Stop Expansion Kits. When you purchase a piece of Hydra-Stop equipment you own the beginnings of an integrated system that allows you to expand your capabilities, giving you pipeline maintenance flexibility.

Conventional methods of system shutdown can be time consuming and costly, not only from repair man-hour costs, but also from lost revenues. Simply stated, when water flow stops, revenue stops.

Guaranteed 24-hour water service is important to everyone. The Hydra-Stop System, as an integral part of your maintenance plan, can make it an inexpensive reality.



Hydra-Stopper Features

The Hydra-Stopper Line Stopping Machine:

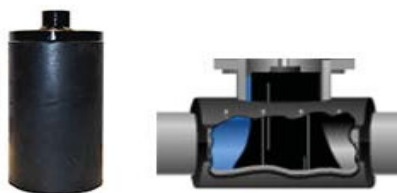
- Proven "stopper" technology including cylindrical and bullet shapes (See page 2)
- Up to 250 psi (17 bar) capabilities depending on model
- 95% to 100% water stops achieved at the point of repair
- Eliminates system shutdown
- Rugged, fast, accurate and easy to operate line stopping
- Equipment that's available in 4" (100mm) through 20" (500mm)
- Optional by-pass feature

Benefits of Hydra-Stopping

- No customers out of service
- No loss of revenue
- No loss of treated water
- Prevents backflow
- Prevents contamination and discharge
- Creates safer working conditions

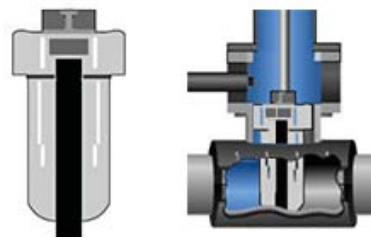
The Hydra-Stopper Stopping Technology

Rubber Technology



Rated to 100 psi (7 bar). For use on cast and ductile iron, PVC, asbestos cement and steel pipe. Size range: 4" through 12" (100mm through 300mm).

Bullet Technology



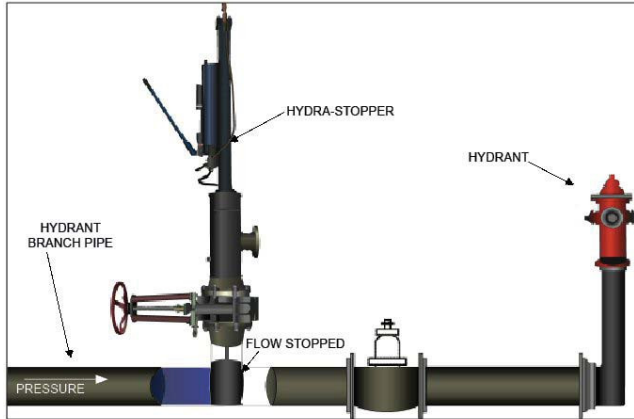
Rated to 250 psi (17 bar). For use in asbestos cement, cast and ductile iron, PVC open bracket C900 and IPS-PVC, and steel pipe. Size ranges: 4" through 20" (100mm through 500mm).

HYDRA-STOP®
Line Stopping • Line Tapping • Valve Insertion • Training and Support

Description of the Hydra-Stop Technique

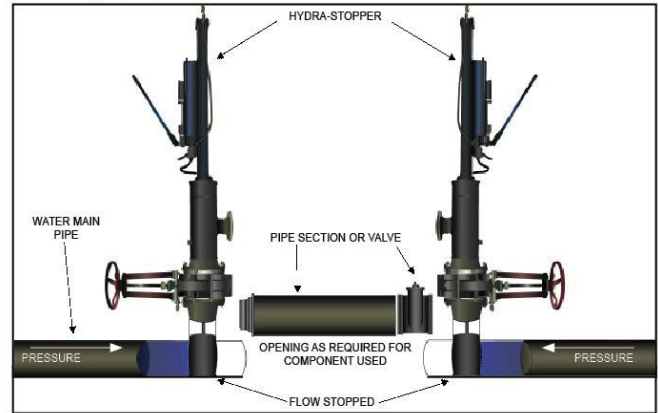
The line-stopping technique utilized in the Hydra-Stop System is a means of temporarily plugging a pressurized pipe without disrupting pressure or service upstream of the stop. A pressure tap is first made into the main, allowing insertion of the Hydra-Stopper plugging device into the main under pressure through a Hydra-Stop Linestop fitting. After repairs or maintenance is complete, the stopping head is retracted and system pressure is restored.

SINGLE LINE STOP



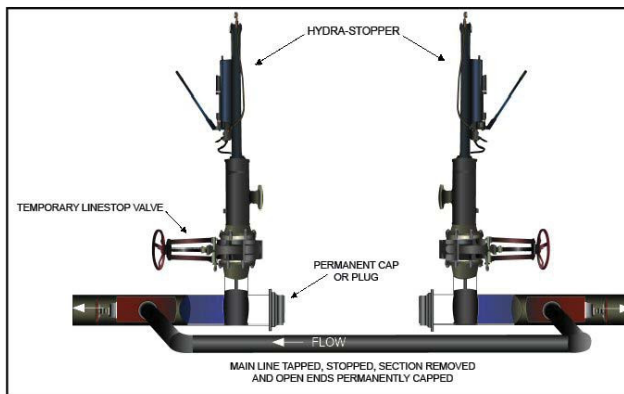
Single line stop with water pressure from one side.
(EXAMPLE: Hydrant Valve Installation)

DOUBLE LINE STOP



Double line stop with water pressure from two sides -
looped wall circuit. (EXAMPLE: Damaged pipe section
replaced or main valve installed; bypass option available)

DOUBLE LINE STOP WITH BYPASS OPTION



With the double line stop bypass option, whether it is 5 feet or 5 miles, you can permanently relocate a line or cut in a valve on a transmission line or service line without customer disruption.

Hydra-Stopper Applications

Hydra-Stop's technique is efficiency in motion. The Hydra-Stop System significantly reduces maintenance labor, often eliminating overtime premiums and cutting repair and maintenance costs.

- Replacing or repairing hydrants
- Tying in new lines or services
- Performing pipeline maintenance and repairs
- Changing large meters or backflow preventers
- Abandoning wells or storage

HYDRA-STOP®

144 Tower Drive, Burr Ridge, IL 60527
Phone: 708-389-5111 / Fax: 708-389-5125
Toll Free: 1-800-538-7867

Visit us on the Web at www.hydra-stop.com

Prices and Specifications subject to change without notice.



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Parks, Recreation, and Cultural Arts

SUBJECT: Consideration of a Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts to establish, define, and coordinate a mutually beneficial relationship as requested by the Parks, Recreation, and Cultural Arts Department.

RECOMMENDATION/MOTION: A five year automatic renewing Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts be approved, and authorize the Mayor and City Clerk to execute the related documents.

STRATEGIC PLAN LINK: Goal 5: Great Place – Livable, Sustainable City; Goal 6: Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 5d: Appropriate leisure and recreational opportunities responding to the needs of residents; Objective 6c: Downtown becoming a community and regional destination

BACKGROUND: The City owns and operates the Bloomington Center for Performing Arts (BCPA) as a division of the Parks, Recreation, and Cultural Arts Department for offering performing, visual arts, arts education, recreation and community outreach. The City provides for the operating, capital improvement and revenue authority and budgets of the BCPA through the City General Operating Budget, Capital Improvement Budget and other special budgets. The City maintains all operating authority of the BCPA.

The Friends of the BCPA (“Friends”) is an independent nonprofit 501(c)(3) organization governed by a Board of Directors (“Board”) whose purpose is to enrich life in Bloomington, Illinois and surrounding communities through the support of the arts. Friends and Board promotion and support includes BCPA, Creativity Center and Lincoln Park (LP) (collectively, “BCPA Facilities”) programming in performing and visual arts, arts education, recreation, community outreach, and to provide private sector support, both financial and otherwise, for the BCPA Facilities, operation and capital improvements. The Friends are responsible for the Friends of the BCPA membership program and maintain independent authority for the acquisition and disposition of its funds. The Friends are not responsible for the day-to-day operation or budget of the BCPA Facilities, and works solely in a supportive capacity as determined by its Board. Board members are considered volunteers of the BCPA Facilities, subject to all rights and responsibilities associated with volunteer status, with no benefits and/or pay status at the City.

The City and the Friends desire to enter into a Memorandum of Understanding (“MOU”) to establish, define, and coordinate a mutually beneficial relationship to ensure the above purposes.

The proposed MOU has a 5-year term with an automatic renewal on an annual basis thereafter. The MOU addresses in detail Friends' fundraising, sponsorships, use of BCPA Facilities, financial assistance, financial contributions to the Development Manager position, as well as, rules, goals, and purposes of the Friends and City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Friends of the BCPA

FINANCIAL IMPACT: Financial impacts related to new activities outlined in this MOU have not been reflected in any existing or proposed City budgets. Please see the attached Memorandum of Understanding for the related financial details.

COMMUNITY DEVELOPMENT IMPACT: N/A

Link to Comprehensive Plan/Downtown Plan Goals: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, Contract Administrator

Reviewed by: Jay Tetzloff, Director of Parks, Recreation & Cultural Arts

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Angela Fyans Jiminez, Deputy Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1B EXHIBIT Friends of the BCPA MOU

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) made this 8th day of January, 2018 (the “Effective Date”), by and between the CITY OF BLOOMINGTON, a municipal corporation (the “CITY”), and the FRIENDS OF THE BLOOMINGTON CENTER FOR THE PERFORMING ARTS (BCPA), an Illinois 501(c)(3) non-profit organization (the “FRIENDS”).

WHEREAS, the CITY owns and operates the BCPA as a division of the Parks, Recreation, and Cultural Arts Department, for offering performing, visual arts, arts education, recreation and community outreach. The CITY provides for the operating, capital improvement and revenue authority and budgets of the BCPA through the CITY General Operating Budget, Capital Improvement Budget and other special budgets. As such, the CITY shall maintain all operating authority of the BCPA;

WHEREAS, the FRIENDS is an independent nonprofit 501(c)(3) organization governed by a Board of Directors (the “BOARD”) whose purpose is to enrich life in Bloomington, Illinois and surrounding communities through the support of the arts. FRIENDS and BOARD promotion and support includes BCPA, CC and Lincoln Park (LP) (collectively the “BCPA FACILITIES”) programming in performing and visual arts, arts education, recreation, community outreach, and to provide private sector support, both financial and otherwise, for the BCPA FACILITIES, operation and capital improvements. The FRIENDS are responsible for the Friends of the BCPA membership program and maintain independent authority for the acquisition and disposition of its funds. The FRIENDS are not responsible for the day-to-day operation or budget of the BCPA FACILITIES, and works solely in a supportive capacity as determined by its BOARD. BOARD members shall be considered volunteers of the BCPA FACILITIES, subject to all rights and responsibilities associated with volunteer status, with no benefits and/or pay status at the City. Moreover, said volunteers will have an application process and fees generally associated with becoming a BCPA FACILITIES volunteer; and

WHEREAS, the CITY and the FRIENDS desire to enter into this MOU to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

I. AUTHORITY OF THE PERFORMING ARTS MANAGER

The Performing Arts Manager (MANAGER), and/or Director of Parks, Recreation, and Cultural Arts (DIRECTOR), and/or Assistant Director of Parks, Recreation, and Cultural Arts (ASST. DIRECTOR) shall liaise between the BCPA FACILITIES and the FRIENDS. The MANAGER,

by FRIENDS by-laws, serves as an ex-officio member of the BOARD. Ex-officio members are members of the BOARD but do not have voting privileges. The MANAGER, as an ex-officio member of FRIENDS, will assist in the oversight of all BCPA FACILITIES employees utilized for FRIENDS business as outlined in this MOU. If the FRIENDS authorize The DIRECTOR, MANAGER, OR ASST. DIRECTOR to sign FRIENDS checks, a FRIENDS officer must make up the second signature for all checks to provide additional checks and balances.

It is understood and mutually agreed that, except as may be provided in this MOU, on all matters affecting the BCPA FACILITIES, the CITY Council shall determine the ultimate course of any action. The MANAGER is responsible for running and managing the BCPA FACILITIES, and the DIRECTOR and/or ASST. DIRECTOR and/or MANAGER shall be the arbiter of disputes which may arise between CITY staff at the BCPA FACILITIES and the FRIENDS, provided, however, that the authority to address contractual disputes between the CITY and FRIENDS shall belong to the CITY Council and the FRIENDS.

II. FUNDRAISING – FRIENDS OF THE BCPA (FORMERLY ARTS PARTNERS)

The CITY hereby grants the FRIENDS, for the terms of this MOU, the ability to operate the Friends of the BCPA (formerly Arts Partners) with the primary purpose of fundraising for BCPA FACILITIES. The Friends of the BCPA program will be a function of the Development Manager position cited in Article III D. The Friends of the BCPA will operate in a similar structure as Arts Partners and should the Friends of the BCPA structure need to be changed, it will require joint approval by BOARD, MANAGER, and DIRECTOR. Money raised from the FRIENDS efforts will be kept by the FRIENDS, except as otherwise stated in this MOU, and used to support the BCPA FACILITIES and further its mission.

III. FRIENDS USE OF BCPA FACILITIES

The CITY has the exclusive right and obligation to operate and maintain all aspects of the BCPA FACILITIES in accordance with the policies and directives established by the Bloomington City Council and Bloomington City Manager.

During the term of this MOU, the CITY will grant use of BCPA FACILITIES to the FRIENDS, as outlined below:

A) INVITATIONAL EVENTS

During the term of this MOU, the FRIENDS may be permitted reasonable use of the BCPA FACILITIES for the benefit or support of FRIENDS activities (hereinafter referred to as an “INVITATIONAL EVENT”). During such INVITATIONAL EVENTS, the BCPA FACILITIES will be closed to the general public, normal entry fees will be suspended, and a special entry fee for attendees will be in place. The MANAGER will work with the FRIENDS to provide adequate staffing of the event, including technical staff, volunteers, educational

personnel, and concession personnel, as necessary. Net profit from any INVITATIONAL EVENT shall be retained by the FRIENDS with records maintained as outlined in Article VI. These funds may be utilized as outlined in Article V.

Approval of the FRIENDS use of the BCPA FACILITIES, activities, dates, times, and staff costs, must be obtained in writing from the DIRECTOR and/or his designee at least 30 days in advance of any event. The FRIENDS shall be responsible for all other direct costs of any such events.

B) COMMUNITY OUTREACH EVENTS

During the term of this MOU, the FRIENDS may also be permitted reasonable use of the BCPA FACILITIES for the purpose of community outreach events designed to educate the general public on the BCPA FACILITIES and FRIENDS and their respective missions to incentivize the general public to attend events at the BCPA FACILITIES and increase public awareness of the BCPA FACILITIES and FRIENDS. The MANAGER will work with the FRIENDS to provide adequate staffing of the event, including technical staff, volunteers, educational personnel, and concession personnel, as necessary.

Approval of the FRIENDS use of the BCPA FACILITIES, activities, date and times must be obtained in writing from the DIRECTOR and/or his designee at least 30 days in advance of any event. The FRIENDS shall be responsible for all direct costs.

C) CONCESSIONS AND MERCHANDISE

The CITY agrees that if the FRIENDS want to sell items out of the BCPA FACILITIES, the MANAGER agrees to work with the FRIENDS to sell and market merchandise supplied by the FRIENDS. The MANAGER has the discretion as to whether to purchase items from the FRIENDS and if items are purchased, the CITY will buy the items from the FRIENDS at a mutually agreed upon price and any items that are unable to be sold, the FRIENDS will buy back from the CITY at the same price the CITY paid for them.

D) DEVELOPMENT MANAGER, FRIENDS EMPLOYEES & OTHER KEY PERSONNEL

The FRIENDS and CITY agree in the MOU to hire a Development Manager who will be a City employee with all of the benefits as such and supervised by the MANAGER or designee. The Development Manager will be housed at the BCPA FACILITIES. The CITY will provide the Development Manager with a desk and/or office as space permits, internet and phone access, access to printer, fax, copy and other office machines subject to the continuing approval of the DIRECTOR and/or his designee. The FRIENDS agree to pay the CITY the following amount as a contribution for the salary and benefits paid to the Development Manager:

- \$20,000 by April 30, 2020

- \$40,000 by April 30, 2021
- \$60,000 by April 30, 2022
- \$80,000 by April 30, 2023
- \$100,000 by April 30, 2024 and future years

Should a vacancy of the Development Manager last longer than six (6) months in a single fiscal year, no payment is due from FRIENDS for that fiscal year.

During the term of this MOU, the FRIENDS may house their employee(s), key personnel and other volunteers at the BCPA FACILITIES. All office space needed by FRIENDS must be pre-approved by DIRECTOR and/or his designee and shall be limited to a maximum of two (2) offices, including the office provided to the Development Manager. The CITY shall provide support as deemed necessary by the MANAGER and FRIENDS, as long as the accommodations are agreed upon and appropriate.

E) FRIENDS MEETINGS

During the term of this MOU, the FRIENDS may hold its monthly meetings at the BCPA FACILITIES at no cost to FRIENDS. Said meeting shall be open to the general public. The MANAGER will act as an Ex Officio Member of the BOARD and will be present at the meetings, as available.

F) SPONSORSHIPS

The BCPA FACILITIES hereby grants the FRIENDS, for the terms of this MOU, the ability to offer sponsorships. The sponsorship must be approved by the DIRECTOR and/or his designee and the FRIENDS. Money raised from the FRIENDS efforts will be kept by the FRIENDS, except as otherwise stated in this MOU.

As the fundraising arm of the BCPA FACILITIES, the FRIENDS primary role is fundraising for operating and capital support; all funds generated through fundraising, memberships and other activities are to be used to support the BCPA FACILITIES and further its mission. The MANAGER serves in a key role of the fundraising team of the FRIENDS board. The FRIENDS and the MANAGER are to work jointly in fundraising efforts for the BCPA FACILITIES.

G) CARE AND USE OF CITY PROPERTY BY THE FRIENDS

The FRIENDS agree that it will be responsible for the proper custody and care of any CITY owned property furnished to the FRIENDS for any use outlined within the provisions of this MOU, and will reimburse the CITY for any loss or damage incurred while it's under the direction of the FRIENDS.

IV. CONSIDERATIONS

In consideration for FRIENDS members, and the right to use BCPA FACILITIES, the FRIENDS agree as follows:

A) The FRIENDS shall use revenues acquired for the betterment of the BCPA FACILITIES and consistent with this MOU.

B) The FRIENDS shall coordinate all FRIENDS activities that directly support, involve, or impact the BCPA FACILITIES staff and programs with the DIRECTOR and/or his designee. The MANAGER shall be authorized to use BCPA FACILITIES staff and resources in support of such activities consistent with BCPA FACILITIES operational needs per the terms of this MOU.

C) The FRIENDS shall assist the CITY in financing capital improvements.

D) The FRIENDS shall reasonably assist the BCPA FACILITIES in its community outreach, education programs, and related promotions.

E) The FRIENDS shall account for all funds solicited and collected for specific BCPA FACILITIES, Cultural District, and/or Creativity Center projects per industry standard nonprofit accounting procedures which may be reviewed and approved by the CITY'S FINANCE DIRECTOR.

F) The FRIENDS and its employee(s) and/or volunteers shall coordinate and obtain approval of the DIRECTOR and/or his designee prior to any promotions involving the BCPA and use of the BCPA FACILITIES and/or CITY logos.

G) The FRIENDS shall carry liability insurance, which shall cover all of its employees, volunteers, and FRIENDS attending/working activities or events. The City will not be responsible to provide insurance for FRIENDS, FRIENDS employees, volunteers and/or FRIENDS agents attending/working activities or events.

H) The FRIENDS shall not utilize the BCPA FACILITIES or its events for religious or political purposes.

I) The FRIENDS shall perform any and all other duties and responsibilities as mutually agreed upon by the DIRECTOR, MANAGER, CITY Manager, and/or CITY Council and the FRIENDS in writing during the term of this MOU.

V. FINANCIAL ASSISTANCE

The financial assistance provided to the BCPA FACILITIES by the FRIENDS under this MOU shall be derived from monies acquired for the use of BCPA FACILITIES projects, Friends of the BCPA memberships, goods and services, FRIENDS sponsored events, fundraising activities, bequests, donations, and grants from public and private entities.

The financial assistance acquired by the FRIENDS for a specific BCPA FACILITIES' development activity, campaign or project shall be maintained, managed and designated by the

FRIENDS for the specific activity, campaign or project. Restricted funds raised by the FRIENDS from grants made by public and private entities and not used for their designated purpose shall be handled in accordance with the terms of the respective grant agreements. Undesignated financial assistance acquired for the BCPA FACILITIES by the FRIENDS shall be maintained, managed and designated by the FRIENDS in a similar manner as stated above. Acceptance of donations designated for a specific purpose must be in accordance with the FRIENDS Mission and the BCPA FACILITIES Mission and approved by the DIRECTOR and/or ASST. DIRECTOR and/or MANAGER and FRIENDS. This MOU shall not restrict the FRIENDS from raising funds to support FRIENDS activities. All solicitation of funds shall identify the purpose. The FRIENDS and CITY will explore alternative options for capital funding.

VI. FINANCIAL RECORDS

The FRIENDS will be solely responsible for the payment of any and all federal, state, and local taxes or charges imposed by law and/or regulation upon the FRIENDS as an employer or as a not-for-profit corporation. The CITY will not be liable or responsible in any manner for any such taxes, charges, and/or debts.

The FRIENDS shall maintain its books and records in accordance with generally accepted accounting principles. If gross contributions exceed \$300,000 in a fiscal year, the FRIENDS shall have its books and records audited by an independent certified public accountant. The FRIENDS policy or the BOARD may cause the books and records to be audited more frequently. Upon the completion of any such audit, a copy of the audited financial statements and any written summaries of the auditor shall be delivered to the CITY no later than August 31 after the end of the FRIENDS fiscal year.

The CITY is hereby authorized to access the books and records of the FRIENDS during normal business hours, upon reasonable notice to the FRIENDS, when such data as may be needed to determine the FRIENDS compliance with the terms of this MOU. The CITY shall not exercise this right more than one time in a given fiscal year. At all times, the identity of the donors to the FRIENDS who desire to remain anonymous shall be protected. FRIENDS understands the CITY'S responsibility under the Freedom of Information Act (FOIA) and agree that documentation provided to the CITY may be subject to release via FOIA.

VII. HOLD HARMLESS

The CITY will hold the FRIENDS and its officers, agents, volunteers and employees harmless from all suits, claims or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the activities or omissions of the CITY, its agents or its employees, or on account of any unpaid wages or other remuneration due for services; and, if suit in respect to the above be filed, the CITY will appear and defend the FRIENDS at its own costs and expense; and if judgment be rendered or

settlement made requiring payment of damages by the FRIENDS, which damages were caused by the activities or omissions of the CITY, its agent or its employees, the CITY will indemnify the FRIENDS.

The CITY will not be held liable or responsible for any claim, demand, loss or liability arising out of the conduct, or criminal activity; willful or wanton acts or conduct of the FRIENDS.

In return, FRIENDS will hold the CITY and its agents and employees harmless from all suits, claims or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the activities or omissions of the FRIENDS, its agents or its employees, or on account of any unpaid wages or other remuneration due for services; and, if suit in respect to the above be filed, the FRIENDS will appear and defend the CITY at its own costs and expense; and if judgment be rendered or settlement made requiring payment of damages by the CITY, which damages were caused by the activities or omissions of FRIENDS, its agent or its employees, FRIENDS will indemnify the CITY.

The FRIENDS will not be held liable or responsible for any claim, demand, loss or liability arising out of the negligence of the CITY, except as outlined above, or when the CITY is acting at the direction of, as agent of, or on behalf of the FRIENDS.

VIII. ASSIGNABILITY

Neither party shall assign or transfer any interest in this MOU, whether by assignment or novation, without the prior written consent of the other party.

IX. TERM

The term of this MOU shall be for a period of a 5-year term from the Effective Date, unless otherwise terminated by either party as provided herein. This MOU will remain in effect and automatically renew on an annual basis thereafter, with the parties allowed to make modifications, as desired. Further modification or amendment to this MOU must also be done through written instrument signed by both parties and upon formal review of CITY Council if material changes are made.

X. TERMINATION

This MOU shall automatically terminate, without further action, upon the dissolution of the BCPA FACILITIES or the FRIENDS, or when either ceases to exist for the above mentioned purposes. Additionally, this Agreement can be terminated by either party, with or without cause, upon a one hundred and twenty (120) day written notice to the other party. Upon termination, any funds raised for BCPA FACILITIES shall be turned over to CITY Parks, Recreation and Cultural Arts Department.

XI. COMPLIANCE WITH LAWS

The FRIENDS will abide by all city, county, state and federal laws governing charitable organizations.

The CITY will abide by all city, county, state and federal laws governing municipalities, government agencies, and cultural district affiliations.

XII. NON-DISCRIMINATION

Neither party shall discriminate against any person or group of persons on account of sex, marital status, race, color, religion, sexual orientation, national origin, ancestry, or physical or mental disability in the renting, use, occupancy, or enjoyment of the BCPA FACILITIES. Nor shall either party, or any person claiming under or through the parties, establish or permit any such practice or practices of discrimination with reference to the selection, location, number, use or occupancy of the BCPA FACILITIES.

XIII. ILLEGALITY

If any provisions of this MOU are found by any court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this MOU shall remain in full force and effect, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as part of this MOU a similar provision that is legal, valid and enforceable.

XIV. ENTIRETY

This MOU is intended to capture the spirit of cooperation and collaboration between the CITY and FRIENDS. There may be existing agreements, written or oral, that are not expressly covered in this MOU. These may be added to the MOU through written instrument signed by both parties. Further modification or amendment to this MOU must also be done through written instrument signed by both parties.

XV. LAW GOVERNING MOU

This MOU is entered into in the City of Bloomington, County of McLean, and State of Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

In WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the Effective Date first written above.

Adopted this 12th day of March, 2018.

CITY OF BLOOMINGTON

Tari Renner, Mayor

Director of Parks, Recreation, and Cultural Arts

Performing Arts Manager
Bloomington Center for the Performing Arts

**FRIENDS OF THE BLOOMINGTON CENTER FOR
THE PERFORMING ARTS**

President

Secretary



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENTS: Police / Human Resources Department

SUBJECT: Ratification of Contract with Sergeants and Lieutenants as requested by the Police and Human Resources Departments.

RECOMMENDATION/MOTION: The Contract be ratified.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective: d. City services delivery in the most cost-effective, efficient manner.
 e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On January 30, 2018, Sergeant and Lieutenants and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expired on April 30, 2017. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties were able to reach Tentative Agreements on the following issues and the Union ratified the Tentative Agreements:

Wages

Term of Agreement. 3 year agreement

Wages. General wage increases with retroactive pay as follows:

5/1/2017	2.5%
5/1/2018	2.5%
5/1/2019	2.5%

Group Insurance – Updated language on Group Health Insurance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FINANCIAL IMPACT:

The financial impact of the tentative agreements includes:

- Estimated labor cost of these wage increases during the term of the contract for full-time employees is approximately \$ 241,888.
 - FY 2018 additional costs of \$80K were not included in the total Police Full Time Salary Budget of \$12.8M located in account 10015110-61100. Stakeholders can locate this budget in the FY 2018 Budget Book titled “Adopted General Fund Budget” on page 268. However, Police vacancies have resulted in FY 2018 full time salary trends being approximately 7% under budget as of January 2018. It is therefore anticipated that vacancy savings will offset this increase.
 - FY 2019 additional costs of \$82K have been captured in the pending FY 2019 Proposed Budget.
 - FY 2020 additional costs of \$80K will be captured in the pending FY 2019 – 2023 Budget to be adopted by April 30, 2018.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Asst. Human Resources Manager

Reviewed by: Brendan Heffner, Police Chief
Nicole Albertson, Human Resources Director

Financial & budgetary review by: Scott Rathbun, Sr. Budget Manager

Legal review by: Lisa Callaway, Engler Callaway Baasten and Sraga, LLC.

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1B – Contract Draft Sergeants and Lieutenants

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

And

**POLICE BENEVOLENT AND PROTECTIVE
ASSOCIATION**

MAY 1, 20~~17~~¹⁴ - APRIL 30, 20~~17~~¹⁴

DRAFT

AGREEMENT	1
ARTICLE 1 RECOGNITION	2
Section 1.1 Representation and Bargaining Unit.	2
Section 1.2 Seniority.	2
ARTICLE 2 UNION SECURITY	3
Section 2.1 Dues Check Off.	3
Section 2.2 Fair Share.	4
Section 2.3 Indemnification.	5
Section 2.4 Duty to Defend.	5
ARTICLE 3 GRIEVANCE PROCEDURE	7
Section 3.1 Time Limit for Filing.	7
Section 3.2 Definition and Procedure.	8
Section 3.3 Arbitration.	8
Section 3.4 Authority of Arbitrator.	9
Section 3.5 Expenses of Arbitration.	10
Section 3.6 Employee Rights.	10
ARTICLE 4 NO STRIKE AND NO LOCKOUT	11
Section 4.1 No Strike.	11
Section 4.2 No Lockout.	11
ARTICLE 5 DISCIPLINE	11
Section 5.1 Standards of Discipline.	11
Section 5.2 Grievance Procedure.	12
Section 5.3 Authority of Chief of Police.	13
Section 5.4 Conduct of Investigations.	13
Section 5.5 Limitation on Use of File Material.	16
Section 5.6 Administrative Reassignment.	16
Section 5.7 Administrative Leave for Critical Incidents.	17
Section 5.8 Photo Dissemination.	17
Section 5.9 Polygraph or Chemical Tests.	17
Section 5.10 Compulsion of Testimony.	18
Section 5.11 Disclosure.	18
Section 5.12 Subpoena Notification.	18
Section 5.13 FOIA Notification.	19
Section 5.14 Fraternization with Subordinates.	19

Section 5.15 Alcohol and/or Illegal Drug Policy-Prohibitions. ...	19
Section 5.16 Drug and Alcohol Testing Permitted.	20
Section 5.17 Order to Submit to Testing.	21
Section 5.18 Tests to be Conducted.	22
Section 5.19 Right to Contest.	24
Section 5.20 Voluntary Requests for Assistance.	25
Section 5.21 Discipline.	25
Section 5.22 Fitness for Duty.	27
Section 5.23 Confidentiality of Employee Assistance Program.	28
Section 5.24 Felony Indictment.	28
ARTICLE 6 HOURS OF WORK AND OVERTIME	30
Section 6.1 Regular Workday and Workweek.	30
Section 6.2 Shift Assignments.	31
Section 6.3 Breaks.	32
Section 6.4 Overtime.	33
Section 6.5 Call Back.	35
Section 6.6 No Pyramiding.	35
Section 6.7 Training Time.	35
Section 6.8 Acting Pay.	38
Section 6.9 Volunteers.	39
Section 6.10 Court Time Overtime.	39
Section 6.11 Temporary or Emergency Situations.	40
Section 6.12 Outside Employment.	40
Section 6.13 Field Training Supervisor.	42
Section 6.14 New Positions.	42
ARTICLE 7 WAGES	42
Section 7.1 Wages.	42
Section 7.2 Payment in Lieu of Holiday Pay.	44
ARTICLE 8 VACATION	44
ARTICLE 9 LEAVES	45
Section 9.1 Emergency Leave.	45
Section 9.2 Personal Convenience Days.	45
Section 9.3 Sick Leave.	46
Section 9.4 Jury Duty.	50
Section 9.5 Court Days.	51

Section 9.6 Disciplinary Leave.....	51
Section 9.7 Convention Leave.....	52
Section 9.8 Other Leaves of Absence.....	52
ARTICLE 10 UNIFORMS AND CLOTHING.....	52
Section 10.1 Uniforms.....	52
Section 10.2 Clothing Allowance.....	53
ARTICLE 11 FRINGE BENEFITS.....	53
Section 11.1 Physical Fitness Incentive.....	53
Section 11.2 Group Health Insurance.....	54
Section 11.3 Health Insurance Committee.....	56
Section 11.4 Tuition Reimbursement.....	56
Section 11.5 Damaged Personal Property.....	58
Section 11.6 Survivor's Benefit.....	58
Section 11.7 Mileage Reimbursement.....	58
Section 11.8 Professional Fees and Subscriptions.....	59
Section 11.9 ICMA Retirement Corporation.....	59
Section 11.10 Transfer of Firearm Upon Retirement.....	59
Section 11.11 Other Fringe Benefits.....	60
ARTICLE 12 MEETINGS BETWEEN THE PARTIES.....	60
ARTICLE 13 MANAGEMENT RIGHTS.....	60
ARTICLE 14 ASSOCIATION RIGHTS.....	61
Section 14.1 Union Security.....	61
Section 14.2 Retaliatory Actions Prohibited.....	61
Section 14.3 Notice of Policy Change.....	61
Section 14.4 Right to Data.....	62
ARTICLE 15 EMPLOYEE SAFETY.....	62
Section 15.1 Unsafe Equipment.....	62
Section 15.2 Parking Lot Safety.....	63
Section 15.3 HIV.....	63
Section 15.4 Violence Prevention Initiative.....	63
Section 15.5 Safety Equipment.....	63
Section 15.6 Inoculations.....	64
Section 15.7 Decontamination.....	64
ARTICLE 16 LIEUTENANT PROMOTIONAL PROCESS.....	65
Section 16.1 Jurisdiction.....	65

Section 16.2 Eligibility.	65
Section 16.3 Promotional List.	65
Section 16.4 Process.	65
Section 16.5 Command Preference Points.	66
Section 16.6 Test Material.	67
Section 16.7 Time Line for Promotional Procedure.	67
Section 16.8 Emergency Situations.	68
Section 16.9 Assessment Exercises.	69
Section 16.10 Overtime for Testing.	69
Section 16.11 Monitors for Exams.	69
Section 16.12 Rule of Three.	69
ARTICLE 17 SAVINGS/CONFLICTS	70
Section 17.1 Savings.	70
Section 17.2 Conflicts.	70
ARTICLE 18 TERM OF AGREEMENT	70
ARTICLE 19 DROP PLAN	71
ARTICLE 20 MANAGED COMPETITION	71
ARTICLE 21 ENTIRE AGREEMENT	72
APPENDIX A - Re: Parking	75
APPENDIX B - Re: Administrative Lieutenant	76
APPENDIX C - Re: Professional Standards Lieutenant	77
APPENDIX D - Re: Court Sergeant	78
APPENDIX E - Re: Straight Time	79
APPENDIX F – Wage Table Effective May 1, 2014	83
APPENDIX G – Wage Table Effective November 1, 2014	84
APPENDIX H – Wage Table Effective May 1, 2015	85
APPENDIX I – Wage Table Effective November 1, 2015 .. Error!	
Bookmark not defined.	
APPENDIX J – Wage Table Effective May 1, 2016	Error!
Bookmark not defined.	
APPENDIX K – Wage Table Effective November 1, 2016. Error!	
Bookmark not defined.	
GLOSSARY	87

DRAFT

AGREEMENT

This Agreement is made and entered into between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward the economical and sufficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievance; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitutions

and laws of the State of Illinois, and Ordinances of the City of Bloomington.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1 Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all employees employed by the City in the rank of Sergeant or Lieutenant.

Section 1.2 Seniority.

The City shall maintain a seniority list noting the date of promotion and current classification for each bargaining unit employee. The Union shall be provided a new list upon request. Any objection or change to be made to the seniority roster shall be made in writing to the other party within fifteen (15) days of the date of deliverance of the seniority roster or the roster shall stand approved as delivered.

Seniority shall be computed from the date of promotion within the Department. In the event that more than one (1) person is promoted on the same day, the person occupying the higher position on the original promotional list shall have the seniority.

Any employees laid off shall be laid off in inverse order of seniority in the Department. Employees so laid off shall be recalled in order of seniority.

The seniority list shall also be utilized in reverse order when an employee is forced to fill a supervisory vacancy within the department.

ARTICLE 2 UNION SECURITY

Section 2.1 Dues Check Off.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee in the manner and amount set forth in the authorization card set forth below.

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by the Policemen's Benevolent Labor Committee.

I authorize and direct you to deduct one-half of said membership dues from each of my bi-weekly paychecks each month after the date this assignment is delivered to you and to remit same to the Treasurer of Unit No. 21.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing at any time.

Name _____ Date _____

Section 2.2 Fair Share.

Employees who are not members of the Union shall be required to pay in lieu of dues their proportionate fair share, in accordance with Section 3(g) of the Illinois Public Labor Relations Act, of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Association members. Employees who are members of the Association who later become non-members of the Association shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of employee's fair share will be handled in a

manner which complies with relevant constitutional procedures set out in Hudson v Chicago Teachers Union, Local 1.

Section 2.3 Indemnification.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City as they relate specifically to this Article, Section 2.1 Dues Check Off and Section 2.2 Fair Share.

Section 2.4 Duty to Defend.

The parties agree to abide by the requirements of 65 ILCS 5/1-4-6. When an employee is served with process or otherwise receives legal notice that he is being sued for actions and/or omissions taken by the employee in the course of his employment, the employee shall give notice to the City of the lawsuit as set forth in such statute. The City shall furnish legal counsel to defend the employee and shall pay the costs and fees of such counsel. Employees that have retired, resigned, taken a leave of absence, are on light duty, medical leave, are on suspension or administrative leave shall enjoy this benefit with functionality equal to an active City employee.

In cases where there is the probability of a judgment rendered against the employee which would be in excess of the indemnification limits of Section 5/1-4-6 or of any applicable

insurance policies covering such employee, or in cases where there is the probability of a judgment of punitive damages against the employee, the employee shall be entitled to choose counsel from a list of attorneys competent in the area of tort or civil rights defense law. The attorneys on such list shall have been mutually agreed to by the Union and the City.

In all other cases (that is, in cases where the probability of a judgment against the employee in excess of the statutory or insurance policy limits is low or in cases where the probability of judgment of punitive damages against the employee is low), the City or the agent of the City shall furnish counsel of the City's choosing or of the City's agent's choosing. If the City and the employee do not agree on the probability of a judgment against the employee in excess of the statutory or insurance policy limits or on the probability of a punitive judgment against the employee, the employee and the City shall select a mutually agreeable third party who shall decide the appropriateness of the choice of counsel as soon as reasonably practicable. During the pendency of such decision, the City shall be under a duty to provide counsel to take appropriate actions in court to prevent the entry of a default judgment against the employee.

Counsel shall be provided to the employee through all stages of litigation as set forth above, up to and including the

conclusion of a single appeal. The City will not be obligated to provide counsel after the conclusion of a single appeal, unless the appeal results in a remand which requires a new trial, in which case counsel shall continue to be furnished during the pendency of the new trial and any single appeal following the second trial.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1 Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) days after the occurrence of the event giving rise to the grievance or within ten (10) days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step.

Section 3.2 Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employees against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any employee, who has a grievance, shall submit it in writing to the Chief of Police or his designee. The Chief of Police shall give his written answer within five (5) days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the employee desires to appeal, it shall be referred by the elected representatives of the bargaining unit in writing to the Human Resources Director within five (5) days after the Chief of Police's answer in Step 1. A meeting between the Human Resources Director, the Chief of Police and the elected representatives of the Union shall be held within five (5) days. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director and the Union's elected representatives. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Union's elected representatives within five (5) days following the meeting.

Section 3.3 Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to

arbitration within five (5) days after receipt of the City's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to alternately strike two (2) names from the panel one (1) at a time. The party requesting arbitration shall make the first strike. The remaining person shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The party that rejects the panel in its entirety will be responsible for the cost of obtaining the new panel. The parties agree that an arbitrator shall be chosen, or a list rejected, within 30 days of receiving the list from the FMCS. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the arbitration meeting, subject to the availability of the City and Union representatives.

Section 3.4 Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to

him in writing by the City and the Union's elected representatives and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 3.5 Expenses of Arbitration.

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union, provided however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 3.6 Employee Rights.

Nothing in this Agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Union; provided that the Union is afforded the opportunity to be present at such

conferences and that any settlement made shall not be inconsistent with the terms of an Agreement in effect between the City and the Union. Nothing herein shall be construed to limit the Union's right to exercise its discretion to refuse to process employee grievances which it believes not to be meritorious.

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1 No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be disciplined by the City up to and including discharge.

Section 4.2 No Lockout.

The City will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 DISCIPLINE

Section 5.1 Standards of Discipline.

a) All disciplinary action against employees shall be carried out in accordance with department rules, regulations,

orders, policies, procedures, City ordinances or State laws governing the investigation and discipline of peace officers.

b) The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination/demotion, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable or unrelated to the needs of the service. A termination/demotion will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as good cause for his no longer holding the position. No non-probationary employee shall be disciplined without just cause.

Section 5.2 Grievance Procedure.

a) Disciplinary charges seeking an employee's termination/demotion or suspension shall be subject to the jurisdiction of the grievance procedure hereof. Disciplinary grievances shall be filed at Step 2 of Article 3, Section 3.2 of this Agreement.

b) An employee shall have ten (10) days from written service of charges upon an officer to file a grievance.

Section 5.3 Authority of Chief of Police.

The Chief of Police shall have the exclusive authority to suspend officers for a period of up to thirty (30) days. The Chief of Police shall have the authority to suspend in excess of thirty (30) days or to terminate/demote, subject to review by the arbitrator selected pursuant to Article 3, Section 3.3 hereof. The parties to this Agreement will mutually agree on expedited procedures for the selection of an arbitrator in cases of suspensions in excess of thirty (30) days or termination/demotion when the officer subject to suspension or termination/demotion chooses to use the arbitration process. The Chief of Police may suspend an employee with or without pay pending the imposition of a suspension in excess of thirty (30) days or termination/demotion by the arbitrator. Nothing in this Article shall be interpreted as prohibiting the grievance arbitrator from terminating/demoting an employee even though the recommendation of the Chief is for suspension only.

Section 5.4 Conduct of Investigations.

Investigations shall be conducted in accordance with the provisions of the Uniform Peace Officers Disciplinary Act. Employees shall be informed in writing of their rights under said Act and of their constitutional rights as dictated by current decisions of the U. S. Supreme Court prior to any interrogation.

From the date an employee is notified of an investigation the department will, every thirty (30) days, give a written status report to the employee.

a) The City shall determine that an investigation will not be conducted if an investigation was previously conducted based on identical allegations and when there is no reasonable likelihood that new information is available regarding the allegations.

b) Anonymous complaints shall not normally be made the subject of a formal inquiry or internal investigation.

c) Unless specifically authorized in writing by the City Manager, no complaint of misconduct or allegation of any misconduct concerning any incident or event which occurred five (5) years prior to the date the complaint or allegation became known to the department shall be made the subject of an investigation or informal inquiry.

d) Any internal investigation or informal inquiry shall be completed in a reasonable period of time. The parties herein agree a reasonable period of time shall be deemed to be no longer than 180 days after the receipt of the complaint. Mutual agreements for extensions will be allowed if the City can show due diligence in the processing of the investigation. Nothing in this section shall apply to any investigation of allegations of criminal wrongdoing by an employee.

e) At least seventy two (72) hours prior to the interrogation of an employee, the employee shall be informed, in writing, of the name of the person conducting the investigation.

f) Disciplinary action based on the complaint shall be commenced no later than forty-five (45) days after completion of the investigation.

g) The employee shall be notified, in writing, of the findings of the investigation or informal inquiry within fifteen (15) days after the completion of the investigation.

h) The provisions of 50 ILCS 725/1 et. seq. shall apply to all disciplinary investigations of conduct of an employee except to the extent to which the provisions of this Agreement provide specifically to the contrary.

i) Nothing in this section shall apply to questions from a superior officer in the course of performing his normal day-to-day supervisory duties.

j) Employees may conduct an investigation into other members of the bargaining unit, however, an employee who is asked to conduct such an investigation may be excused from such duty assignment upon showing reasonable cause.

k) Employees shall be notified of all exculpatory evidence known to the City within a reasonable time of its discovery by the person conducting the investigation on behalf on the City.

l) The City shall notify the Union of any books, papers, documents, charts, logs, handwritten logs, memoranda, photographs, or tangible objects which the City or its agents intends to use in any disciplinary hearing upon appropriate request by the employee or the employee's representative.

m) There shall be no off-the-record questions asked of the member during a formal interrogation.

Section 5.5 Limitation on Use of File Material.

Any record of reprimand may be used for a period of time not to exceed three (3) years (five (5) in the case of vehicle use violations) from the date the discipline is entered in the employee's permanent record and shall thereafter not be used to support or as evidence of adverse employment action, contingent on the employee having no other disciplinary actions during that period of time. If an employee is subjected to discipline within such period, all records of discipline in the employee's file shall be permitted to be used to support or as evidence of adverse employment action an additional five (5) years.

Section 5.6 Administrative Reassignment.

The City and the PBPALC recognize that the City has the right to place an employee on forced administrative reassignment under Bloomington Police Department SOP 4.11 Administrative Reassignment.

Section 5.7 Administrative Leave for Critical Incidents.

An officer involved in any incident in which the officer causes serious bodily injury or death, or is involved in any other serious incident as determined by the Chief to be of like or similar nature may, at the discretion of the Chief of Police, be placed on paid administrative leave with no diminution of benefits.

Section 5.8 Photo Dissemination.

Subject to the Illinois Freedom of Information Act, no photograph of an employee shall be made available to the media without the express written consent from said employee.

Section 5.9 Polygraph or Chemical Tests.

No employee shall be disciplined for refusing to submit to a polygraph test, or any other test questioning by means of chemical substance. Any polygraph or chemical test that an employee does submit to shall be completely voluntary. The results of the polygraph exam or chemical exam voluntarily submitted to by an employee shall not be admissible as evidence in proceedings before the BFPC or an arbitrator, unless written consent is obtained from the Union's legal counsel. The preceding sentence shall not be interpreted as prohibiting the admission of statements made by the employee to a polygraph examiner during the course of an examination. The accused officer and/or

the Union's legal counsel will be provided with a copy of any test results at no expense.

Section 5.10 Compulsion of Testimony.

The City shall not compel a bargaining unit employee to speak or testify before, or to be questioned by a citizen review board or similar entity relating to any matter or issue.

Section 5.11 Disclosure.

Employees shall not be required to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household), except for Ethics Statements legally required to be filed and formal investigations under the Police Officers' Disciplinary Act. The parties agree that disclosure of such personal information known to the Department via any means shall not be made available for public inspection or disclosure. The parties agree that such disclosure would be an unwarranted invasion of the personal privacy of employees otherwise intended to be exempt from any state or local freedom of information statute, ordinance or executive order.

Section 5.12 Subpoena Notification.

In the event the City or the Department receives a subpoena requiring the inspection, tender or submission of personnel, training, evaluative, disciplinary or investigative records and/or

files (other than Grand Jury subpoena which would specifically preclude disclosure) the City will notify the affected employee within forty eight (48) hours of the presence of the subpoena. The City further agrees to provide the affected employee with a copy of said subpoena upon initial notification.

Section 5.13 FOIA Notification.

In the event the City receives a Freedom of Information request (FOIA) on a specific employee the City will notify the affected employee, within five (5) business days. Such notification shall apply if requests are made for the employee's personnel file, training records or investigative records or files. In addition, notification will be required if emails, phone logs or audio/video recording are requested for an extended period of time for a specific employee.

Section 5.14 Fraternization with Subordinates.

Fraternization with patrol officers on or off duty shall not, in and of itself, be grounds for disciplinary action.

Section 5.15 Alcohol and/or Illegal Drug Policy-Prohibitions.

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City has the right to expect their employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as to not violate any

established rights of employees. Employees shall be prohibited from:

- a) Consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, unless such consumption or possession of alcohol is performed in the course of his official duties;
- b) illegally possessing, selling, purchasing, consuming or delivering any illegal drug at any time, provided that employees may purchase, possess, or deliver illegal drugs in the course of their official duties;
- c) being under the influence of alcohol or having a concentration of alcohol greater than .00 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- d) being under the influence of alcohol or having a concentration of alcohol of .04 or more based upon the grams of alcohol per 100 milliliters of blood when recalled or ordered into work;
- e) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 5.16 Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs or has alcohol or illegal drugs in their bloodstream during the course

of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. A supervisor must document his reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 5.20 below.

Section 5.17 Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with a written notice of the order, setting forth objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted the opportunity to consult with a representative of the Union at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have. In cases where an employee is recalled or ordered into work, and he believes there is a possibility that his blood alcohol content is in excess of the

permissible levels he may request to take a breath test without any repercussions.

Section 5.18 Tests to be Conducted.

In conducting the testing authorized by this Agreement, the City shall:

- a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) insure that the laboratory or facility selected conforms to all NIDA standards;
- c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e) collect samples in such a manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;

- f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
- g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director within seventy-two (72) hours of receiving the results of the tests and provides a written copy of the subsequent test results to the Human Resources Director;
- h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests;
- i) require that with regard to alcohol testing, test results that show an alcohol concentration of .01 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (applies in situations covered by Section 5.14 (c); in cases covered by Section 5.14 (d), test results

that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive);

- j) provide documentation of a positive test result to the officer including a copy of all information and reports received by the City in connection with the testing and the results;
- k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 5.19 Right to Contest.

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

Section 5.20 Voluntary Requests for Assistance.

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the City may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The City shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the City shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 5.21 Discipline.

Employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City by reason of seeking such assistance. Employees ordered to submit to drug or alcohol testing under this article who test positive on both the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including discharge. If such employee is not discharged, his continued employment is conditioned upon:

- a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b) the employee discontinues his use of illegal drugs or abuse of alcohol;
- c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. When an employee voluntarily submits to treatment for alcohol or drug abuse, any

discipline imposed upon such officer shall not be increased or imposed solely due to the employee's submission to such treatment. Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

Section 5.22 Fitness for Duty.

No employee shall be requested or required to undergo physiological, psychiatric or psychological testing unless the Chief of Police has reasonable cause to believe the employee is unfit for duty. The basis for reasonable cause shall be set forth in writing to the employee at the time the employee is ordered to undergo such testing. Employees shall have the right to Union representation when being informed of the need for testing, and shall have the right to secure similar testing, at their own expense, from licensed psychiatrists, psychologists or physicians of their own choosing. The City recognizes the employee's right to privacy and agrees that any information obtained pursuant to this section shall be maintained in the strictest of confidence. Any and all information, reports and opinions that are provided to the City as a result of such tests shall be provided, in full, to the employee.

Section 5.23 Confidentiality of Employee Assistance Program.

The City agrees that any communication whether verbal, written, electronic or otherwise, made by an employee to any counselor or employee of the EAP, peer counselor or PATH counselor, shall be confidential and privileged. Such communications shall be protected from disclosure unless disclosure of communication regarding eminent danger is legally required. Information about an employee participating in the EAP program will not be disclosed to anyone without written permission from the employee. The employee's job security and promotional opportunities will not be jeopardized solely by participating in the EAP program or programs referred to by the EAP program.

Section 5.24 Felony Indictment.

When an employee is arrested for or charged with a criminal offense or when a domestic violence order of protection that includes a firearms prohibition is issued against an employee, the employee will be immediately placed on administrative leave with pay unless the employee has been formally charged in court with a felony, in which case the administrative leave shall be without pay.

When a domestic violence order of protection that includes a firearm prohibition is issued against an employee as a result of an

emergency or interim hearing and the employee has not been formally charged in court with felony, the employee will be immediately placed on administrative leave with pay, or at the Chief's discretion, on restricted duty with police powers suspended for a period of up to ninety (90) calendar days pending a plenary hearing or the dismissal of the order of protection, whichever occurs first.

When an officer is formally charged with a felony and such charge results in anything other than a finding of guilty, the City shall make the officer whole for any regular wages, accrued benefits and seniority forfeited between the time the officer was placed on Administrative leave without pay and the time of the ruling and/or decision by the court or the State's Attorney. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance or the decision of the labor arbitrator.

The City shall promptly investigate the incident consistent with the City's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or in the event a domestic violence order of protection that includes a firearms prohibition is entered or

continued after a plenary hearing at which the employee had the opportunity to appear, the employee will be carried on administrative leave without pay, (1) pending resolution of the criminal charge; (2) a determination by the City that, because of the nature of the charges, the employee may be returned to full or restricted duty during the pendency of the charges; or (3) termination of an order of protection that includes a firearms prohibition.

Time on such administrative leave without pay shall not be considered discipline, but the City shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 6.1 Regular Workday and Workweek.

Definition. The regular workday shall be eight (8) hours of work within a twenty-four (24) hour period and shall commence when an employee is scheduled to start work. The regular workweek shall be forty (40) hours per week and shall commence with the employee's first regular workday commencing on or after Sunday of each week.

Section 6.2 Shift Assignments.

- (a) Annual Scheduling. For a period of fifteen (15) days, beginning November 10th of each calendar year, the Chief of Police shall post a list of shift assignments available to the Sergeants of the Patrol Division and a separate list for Lieutenants of the Patrol Division. Said assignments shall be chosen by seniority in rank during said fifteen (15) day period. The new schedule shall be implemented beginning the last week of the current year and the first week of the coming calendar year. During such two (2) week period (which is a transition period), Sergeants or Lieutenants may be assigned different days off from those bid. In no event shall a Sergeant or Lieutenant work more than five (5) consecutive days without payment of overtime. Sergeants and Lieutenants are not guaranteed of two (2) consecutive days off during the transition period.
- (b) Vacancies. In the event of a vacancy in the patrol division during the year, in a reasonable period of time, the Chief of Police will post the vacancy for a period of ten (10) days. During the period of time which the vacancy is posted, employees may bid for the vacancy based on seniority in rank. The Chief of Police shall attempt to give notice of the vacancy to any member of the bargaining unit not scheduled to work during such ten (10) day period. Notice may be given by making in person contact via the telephone with the employee or by mailing a copy of the notice of vacancy by first class mail to the employee at his residence according to departmental records.
- (c) Training Assignments. There shall be no probationary period preceding permanent appointment to either the rank of Sergeant or Lieutenant. However, for training and evaluation

purposes a candidate for promotion to the rank of sergeant will receive on-the-job training in the capacity of an acting sergeant for a period of not more than six months. At the end of the training period the Chief of Police shall determine whether to recommend to the Board of Fire and Police Commissioners that the candidate be permanently appointed to the position of sergeant or to recommend another candidate.

- (d) Special Assignments. The parties agree that a Sergeant or Lieutenant, based on specific articulable talents, may be temporarily reassigned to a special project by the Chief of Police. Reasonable efforts to minimize hardship(s) created by the reassignment shall be made whenever possible. No other employee shall be involuntarily reassigned as a result of the special project employee's shift change. The assignment of an employee to a special project shall not be done for punitive reasons or to circumvent the bidding process.

Section 6.3 Breaks.

All on-duty breaks must be taken within the corporate limits of the City of Bloomington, except that an employee on second shift living within the corporate limits of the Town of Normal, or on a lot which is adjacent to and contiguous with the corporate limits of the City of Bloomington, or on a lot which is unincorporated but inside the corporate limits of the City of Bloomington, shall be allowed to take his main meal break at his residence. For any employee who moves from his current residence as of May 1,

1999, all on-duty breaks must be taken within the corporate limits of the City of Bloomington.

Section 6.4 Overtime.

- (a) The term "authorized overtime" shall be defined as any hours worked by an employee in excess of eight (8) hours a day, or in excess of forty (40) hours in a workweek as defined in Section 6.1 Regular Workday and Workweek where said employee is assigned or directed to perform such work by a supervisor.
- (b) All authorized overtime worked by an employee shall either be paid at one and one-half (1-1/2) times the straight-time hourly rate for each overtime hour worked or be placed in the employee's compensatory time off bank as described below. All overtime will automatically be paid each pay period unless the officer notifies the Police Department that they would like to bank all or a specific portion of their overtime. Time placed in an employee's compensatory time off bank shall be calculated at one and one-half (1-1/2) times the overtime hours worked, and placed in their bank at straight-time hours to a maximum bank of one hundred twenty (120) straight time hours. Any overtime over the 120 hour straight time hour maximum on the last day of the

month shall be sold first from the City overtime bank and then from the non-City entity bank, it will be paid out at their straight-time rate of pay. If an employee's time is sold from their compensatory time off bank, it will be paid out at their straight-time rate of pay. Officers are only allowed to utilize as compensatory time off up to forty (40) straight-time hours of compensatory time earned from hire-back work for a non-City entity (e.g., Wal-mart; Bloomington High School) per calendar year; the remaining hours earned from hire-back work for a non-City entity shall be paid to the employee. In no case will an officer be allowed to utilize compensatory time off from any source in excess of one hundred twenty (120) hours per calendar year.

- (c) No employee covered by this agreement will be permitted to work any job in excess of sixteen (16) hours in any twenty-four (24) hour period or more than sixty-four (64) hours during any week unless authorized by the Chief of Police or his designee. However, court time, police emergencies, or major criminal investigations shall not count in the computation of these overtime caps.
- (d) Should any provision of the Agreement be found by the United States Department of Labor, or a court of competent

jurisdiction, to violate the provisions of the FLSA concerning the use of compensatory time off, then the provision(s) found to be violative of the FLSA relating to the use of compensatory time off in lieu of pay shall immediately sunset and thereafter be subject to renegotiation upon the request of either party.

Section 6.5 Call Back.

Employees who have completed their scheduled work period and who, after having left work, are called back to work on that day as authorized by the Chief of Police, or his designee, shall receive a minimum of two (2) hours work or two (2) hours pay at the appropriate rate.

Section 6.6 No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 6.7 Training Time.

1. Assigned by Supervisor:
 - (a) If a Sergeant or Lieutenant is assigned by a supervisor to attend training on his/her regular allowed leave day, he will be compensated as overtime in the manner provided in Section 6.4 Overtime.
 - (b) If training occurs on a Sergeant's or Lieutenant's regularly scheduled workday, the supervisor has the option of making the training assignment the Sergeant's regular work assignment for that day or to require the

Sergeant to work his regularly scheduled assignment in addition to attending training.

- (c) If a Sergeant or Lieutenant attends training as his regular duty assignment and is also required to work his regular duty assignment on the same day, he will be compensated as overtime in the manner provided in Section 6.4 Overtime.

2. Voluntarily Attended With Supervisor Approval:

If training is voluntarily attended with approval of the Sergeant's supervisor, it will be compensated as "Training Allowed Leave" (TAL) time and is to be taken during the pay period in which the training occurred. The Training Allowed Leave benefit time will be "mutually agreed upon" by the Sergeant and his/her supervisor. In order to arrive at a "mutually agreed upon" TAL, the supervisor will determine which dates during the pay period are sufficiently staffed to permit the Sergeant to take time off. The supervisor will provide the Sergeant those dates and allow the Sergeant to select his TAL. Once granted, the TAL is treated as a benefit day and will not be canceled except under emergency conditions. If there are days available within the pay period and the Sergeant fails to schedule a TAL, the TAL may be assigned by the supervisor. If there are no days available during the pay period, any training attended in excess of the officer's eight (8) hour work day or forty (40) hour work week will be

compensated as overtime in the manner provided in Section 6.4 Overtime.

If a Lieutenant voluntarily attends training with approval of his supervisor, it will be compensated as "Training Allowed Leave" (TAL) time and is to be taken at the Lieutenant's discretion during the pay period in which the training occurred.

If more than one staff officer from the same shift or division is scheduled for training on the same day, rank and seniority will determine who will be offered the choice of Training Allowed Leave time in lieu of working the regular duty assignment that day.

3. Voluntarily Attended Without Supervisor Approval:

If a Sergeant or Lieutenant attends training without supervisor approval no overtime will be paid, nor will a Training Allowed Leave (TAL) day be owed.

4. Special Supervisory Training:

The Chief of Police has the right to require employees to attend specialized supervisory training. In recognition of the exceptional hardships and time incurred while attending a two-week supervision and/or management school, and/or up to a twelve week Police Supervision School, the City and the Union agree to the following:

The City shall allow those who attend a two week Police Supervision School, two (2) additional paid leave days off before the school begins and two (2) additional paid leave days off immediately after the school ends as compensation for homework, research, travel time, etc.

The City shall allow, those who attend a ten to twelve week supervision school, three (3) additional paid leave days off before the school begins and five (5) additional paid leave days immediately after the school ends as compensation for homework, research, travel time, etc.

In the event, an employee requires additional time for homework or research such request will be made to the Chief prior to incurring such time. If additional time was required for travel this should be reported prior to the end of the pay period.

Section 6.8 Acting Pay.

When an employee covered by this Agreement is designated by the Chief of Police or the Chief's representative to perform the duties of a superior officer for a full shift or longer on a temporary or acting basis, he shall receive one (1) hour of overtime per working day in addition to any other authorized overtime to which he is entitled. This section shall apply to extended illness, disability, training or other extended absences in excess of ten (10) working days. This section shall not apply to vacations.

Section 6.9 Volunteers.

The use of volunteers, including Explorers and other civilians, will not result in a circumvention of, or reduction in, supervisory overtime slots available to employees covered by this agreement while working in a supervisory position.

Section 6.10 Court Time Overtime.

An employee shall receive a minimum of two (2) hours of compensation at his appropriate overtime rate for appearances in court or at the State's Attorney's Office when such appearances occur outside of the employee's regular duty hours and such appearances are in the employee's official capacity as a City of Bloomington Police Officer.

If, at the expiration of the two hour period referred to in the previous paragraph, the employee is still in court or at the State's Attorney's Office, the employee shall receive overtime compensation for any additional time actually spent by the employee in court or at the State's Attorney's Office.

If at any time after the expiration of the original two (2) hour period referred to in the first paragraph of this Section, the employee is released from attendance in court or the State's Attorney's Office but is required to make a subsequent appearance that same day outside of the employee's regular duty hours, the employee shall receive a new minimum of two (2)

hours overtime compensation for such subsequent appearance. Overtime in excess of the two (2) hour minimum for the subsequent appearance shall be calculated in the same manner as for overtime in excess of the original two (2) hour minimum.

Section 6.11 Temporary or Emergency Situations.

Whenever it is determined by the Chief of Police that an emergency exists or the efficiency of the Department requires the assigning of an employee to duties without regard to seniority, he may do so for a period not to exceed thirty (30) calendar days in any calendar year. Assignment shall not be made for punitive reasons or in an effort to circumvent the bidding process.

Section 6.12 Outside Employment.

All outside employment situations involving the use of general police powers shall be assigned by the Department. The employee shall be considered on duty with the Department. The City shall enter into a contract with the non-City entity desiring police services. No employee shall engage in outside employment involving the exercise of general police powers absent assignment by the Department and a contract with the non-City entity. Assignments shall first be made on the basis of seniority in the Department. Once an employee declines an assignment or serves an assignment, his name shall be placed at the bottom of the seniority list. Nothing herein prohibits an employee from

utilizing compensatory time due to the employee to obtain an excused absence from his regularly assigned duties and then accepting a currently posted outside employment assignment, provided, the employee would otherwise be permitted to use compensatory time.

Employees shall have the option to select compensatory time in lieu of pay, as outlined in Section 6.4 (b) Overtime, for outside work, unless the terms of a grant which is used to compensate employees prohibit the use of compensatory time in lieu of overtime.

The City agrees that if it increases the rate charged for hire back work beyond \$70 per hour, except as provided below, then the Union may elect to have the language of the prior contract, May 1, 2007-April 30, 2011, on the issue of Compensatory time off supersede the current language of Section 6.4 (b) Overtime of this contract on the same subject. Beginning May 1, 2012 and beginning May 1 of each succeeding year, the hourly rate sufficient to trigger the reversion to the prior contract language shall be adjusted upward by the amount of the percentage wage increase, if any, received by bargaining unit members in the previous year.

Section 6.13 Field Training Supervisor.

Prohibitions against pyramiding shall not apply to any part of this section. An employee designated and trained as a Field Training Sergeant shall receive $\frac{3}{4}$ hour of overtime per day, per probationary patrol officer, when working as a Field Training Sergeant in Phase II (until the officer is certified for solo patrol) of the Field Training Process, or its equivalent. The Field Training Lieutenant shall receive $\frac{3}{4}$ of an hour of overtime per day while there are trainees Phase II (until the officer is certified for solo patrol) of the Field Training process, or its equivalent, except when performing the duties of a Field Training Sergeant, at such time he shall receive the same benefits as a Field Training Sergeant in addition to his pay as the Field Training Lieutenant.

Section 6.14 New Positions.

If any new specialized Sergeant or Lieutenant positions are created, and filled, the parties agree to negotiate regarding terms and conditions of employment not already governed by this agreement.

ARTICLE 7 WAGES

Section 7.1 Wages.

- a) Effective May 1, 20~~17~~¹⁴, the rates of pay for all officers covered by this Agreement will be increased by ~~2~~²¹.50% over

the rates of pay in effect November 1, 2016~~13~~, except as otherwise provided in Appendix "F" of the previous contract.

- (b) ~~Effective November 1, 2014, the rates of pay for all officers covered by this Agreement will be increased by 1.50% over the rates of pay in effect on May 1, 2014 except as otherwise provided in Appendix "G".~~
- (c) Effective May 1, 2018~~15~~, the rates of pay for all officers covered by this Agreement will be increased by ~~21.50%~~ over the rates of pay in effect ~~May 1, 2017~~November 1, 2014, except as otherwise provided in Appendix "~~H~~G".
- (d) ~~Effective November 1, 2015, the rates of pay for all officers covered by this Agreement will be increased by 1.00% over the rates of pay in effect May 1, 2015,, except as otherwise provided in Appendix "I".~~
- (e) Effective May 1, 2019~~16~~, the rates of pay for all officers covered by this Agreement will be increased by ~~21.50%~~ over the rates of pay in effect November 1, 2015, except as otherwise provided in Appendix "~~H~~J".
- (f) ~~Effective November 1, 2016, the rates of pay for all officers covered by this Agreement will be increased by 1.00% over the rates of pay in effect May 1, 2016, except as otherwise provided in Appendix "K".~~

~~*As consideration for a change in sick leave buyback for new hires, on November 1, 2015, the City will add a 0.5% equity adjustment to base wages. As further consideration for a change in sick leave buyback for new hires, on November 1, 2016, the City will add a 0.5% equity adjustment to base wages.~~

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the ~~Finance~~ Human Resources Department.

Section 7.2 Payment in Lieu of Holiday Pay.

Effective May 1, 2003 Sergeants and Lieutenants shall be paid in lieu of Holiday pay an amount equivalent to one hundred and thirty-nine (139) hours at their regular rate. This additional pay shall be prorated among all said employees and shall be included in the basic bi-weekly salary set forth in the Appendixes to this Agreement.

ARTICLE 8 VACATION

Vacation leave is accrued upon the occasion of the anniversary of an employee's original date of hire according to the following schedule:

Years of
Continuous Service

Length of
Vacation

3 years, but less than 8 years

2 weeks

8 years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

Fifty percent (50%) of any accumulated unused vacation time may be carried over from year to year. The City has the right to require one (1) employee to be scheduled per shift which does not require the payment of overtime to an employee.

ARTICLE 9 LEAVES

Section 9.1 Emergency Leave.

When there is an emergency situation and/or serious illness or other serious extenuating circumstance at the home of an employee, said employee may be granted time off duty, at the discretion of the Lieutenant, to make arrangements to alleviate the emergency situation. An employee on Emergency Leave under this Section shall utilize accrued paid time off (except sick leave) in order to remain in a paid status during the period of such emergency leave.

Section 9.2 Personal Convenience Days.

Each employee shall be granted two (2) Personal Convenience Days. Such Personal Convenience Days may be taken in increments of full or half days at the convenience of the employee subject to the discretion of the Department Head.

Personal Convenience Days may not be accumulated from one fiscal year to another.

Section 9.3 Sick Leave.

Sick Leave Accrual. Officers will accrue sick leave at a rate of twenty (20) hours each month of completed service for the first twelve (12) months of employment, after which it shall accrue at a rate of eight (8) hours for each month of completed service up to a maximum of one thousand four hundred forty (1440) hours which will be paid at full pay during the time of illness. Officers hired (not promoted) after February 8, 2016 shall accrue up to a maximum of six hundred and seven (607) hours which will be paid at full pay during the time of illness.

Officers hired (not promoted) on or after February 8, 2016 shall thereafter have 1.33 hours deducted monthly from their sick leave accrual converted to cash at the officers month's ending hourly rate of pay and contributed by the Employer directly into the Officers Retirement Health Savings (RHS) account.

Sick Leave Usage. Sick leave is intended for officer illnesses or injuries which are non-duty related. Officers may also use sick leave for doctors visits and illnesses within the officer's immediate family (defined as spouse, child, step child). It is expected that an officer utilizing sick leave will be at their residence during their hours of work unless they are seeking medical treatment,

obtaining medication related to the illness or otherwise engaged in activity consistent with the use of sick leave.

Officers calling in sick should contact the Shift Commander as soon as possible, but at least one (1) hour prior to the assigned reporting time. They should notify the Shift Commander if they are using sick leave for themselves or an immediate family member. When an employee has used sick or injury leave for a period of three (3) full consecutive scheduled work days or longer, excluding regularly scheduled days off, it will be that employee's responsibility prior to his first day returning to work to provide a signed return to work release from his health care provider.

Rapid Accrual. Whenever an officer with at least 160 hours of sick leave uses 160 hours of sick time or more by reason of a serious health condition, defined as an illness, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a health care provider, and depletes all but eighty (80) hours or less of sick leave by reason of such serious health condition, the officer upon return to full-time work shall accrue sick leave at the rate of twenty (20) hours per month, less any time used during accrual, until his sick leave returns to the level maintained before the serious health condition.

Sick Leave Abuse. Abuse of paid sick leave is prohibited. Without limiting the City's ability to monitor, investigate and

discipline sick leave abuse, the following situations are examples of potential sick leave abuse:

- 1 A pattern of sick leave usage, such as repeated use of one or two days of sick leave in conjunction with regular days off, holidays, vacations or other days off, or repeated use of sick leave on a particular day of the week
- 2 Use of sick leave and being seen engaged in activities that indicate an ability to work.

Concerns regarding sick leave abuse will be addressed with the officer involved as follows:

If the Officer (or his immediate family member) is experiencing an on-going medical situation the employer will provide the officer with the opportunity to provide information regarding the medical need for the officer to be absent from work from the treating physician. If the officer does not provide information which verifies the medical need for use of sick leave the employer may investigate and, if appropriate, discipline the officer. In situations where sick leave abuse is confirmed, the officer involved may be required to provide medical verification of absences for any future sick leave occurrences for a period of six months.

Sick Maximum/RHS. Officers who reach the 1440 hour maximum will be eligible for eight (8) hours of the previous month's accrued but unused hours of sick time to be placed in the

Retirement Health Savings account at the employee's month ending hourly rate. To be effective at time of ratification by the bargaining unit.

For Officers hired (not promoted) after February 8, 2016 all sick leave hours accumulated by an officer over 607 hours shall be compensated at seventy (70%) of the officer's month ending hourly rate of pay and paid by the City into the officer's RHS account on a monthly basis in any month when an officers sick leave accrual exceeds 607 hours.

Sick Leave Buy Back.

Officers who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with 20 or more years of service as recognized by the Police Pension Board as a sworn police officer, shall convert accrued sick leave to a Retirement Health Savings (RHS) account. The eligible conversion is up to a maximum of one thousand four hundred forty (1440) hours of accumulated unused sick leave at the officer's final hourly rate.

Officer hired (not promoted) after February 8, 2016 may accumulate up to 607 hours for buy back purposes. Payment for unused sick leave hours up to the maximum allowed shall be made to Officers who retire or leave the employment of the City under honorable circumstances (defined as any separation of

service other than termination), with 20 or more years of service as recognized by the Police Pension Board as a sworn police officer, in accordance with the following schedule:

1-125 hours	20%
126-255 hours	40%
256-380 hours	60%
381-607 hours	80%

All hours accumulated by an officer shall be paid by the City at the officer's final hourly rate of pay into the officer's RHS account. If an officer is eligible for an 80% buyback then all accrued hours from 1 to the officer's accrual shall be paid at 80%. If an officer is eligible for a 60% buyback then all hours from 1 to the officer's accrual shall be paid at 60% and so on.

If an officer dies while employed with the City and would have been eligible to receive payment of accumulated sick leave, said payment shall be paid to the RHS pursuant to the RHS plan document. The RHS plan document will be administered pursuant to the document in effect as of May 2008.

Section 9.4 Jury Duty.

Upon submission of official notification from the Jury Commission, an employee called to jury duty shall be released as provided in this Section. If the jury service occurs during the

employee's shift, the employee shall be released without loss of pay; if the service occurs on the same day as an employee's duty, but not on his shift, the employee shall be given release time with full pay in an amount equal to the length of jury service but not to exceed eight (8) hours. An employee released under this Section shall pay the City all amounts received for jury service for the period of time the employee is released.

Section 9.5 Court Days.

In recognition of the inconvenience endured by employees in preparation for criminal trials which result in continuances or pleas of guilty which make the officer's appearance in court unnecessary, employees are granted thirty-two (32) hours paid leave per year. This is in addition to all other paid leaves granted by this Contract, and shall be referred to as "Court Days". These days are to be used for paid leave purposes only, and are not subject to overtime, compensatory time off, or carryover.

Section 9.6 Disciplinary Leave.

The parties agree that when a disciplinary suspension is assessed, an employee may elect to work those suspension days and forfeit an equivalent amount of vacation, PC, CE, earned time or straight time in lieu of serving the suspension without pay and without impact to his seniority. However, for purposes of progressive discipline, the official record and employment

personnel file shall show that the disciplinary suspension was given and served.

Section 9.7 Convention Leave.

Executive Board members and/or delegates shall be allowed up to 48 hours paid release time annually in aggregate to attend the Policemen's Benevolent and Protective Association of Illinois State Convention. The president or his designee shall give notice to the Police Chief or his designee and all effected supervisors of the names of the delegates attending the convention and the period to be covered under this section. Notice should be given not less than 14 calendar days prior to the leave.

Section 9.8 Other Leaves of Absence.

Leaves of absence as defined by Bloomington City Policy, insofar as they are applicable to the Department and not contained or otherwise provided for in this Agreement, are hereby incorporated into this Agreement.

ARTICLE 10 UNIFORMS AND CLOTHING

Section 10.1 Uniforms.

The City agrees to furnish employees with equipment pursuant to Department rules and regulations in effect on May 1, 1999. Such equipment not maliciously damaged by the employee

in the line of duty will be repaired or replaced at the City's expense.

Section 10.2 Clothing Allowance.

Effective May 1, 2002, non-uniformed employees shall be furnished an allowance of One Thousand Dollars (\$1,000.00) per year if they are assigned to duties requiring plainclothes on January 1 of any calendar year. Payment shall be made to such eligible employee by January 15 of said calendar year. If an employee enters a plainclothes assignment after January 1, the employee shall receive \$83.00 per remaining calendar month. The allowance shall be paid in lump sum.

ARTICLE 11 FRINGE BENEFITS

Section 11.1 Physical Fitness Incentive.

The City will pay seventy-five dollars (\$75.00) toward the annual dues at any physical fitness center designated by the City for any employee covered by this Agreement who desires to receive such contribution. Any employee desiring to participate, as a condition of participation, shall agree to the use of facilities of the centers so designated on an average of not less than twice per week over the course of the membership year or to refund the seventy-five dollars (\$75.00) to the City for any year in which his attendance averages less than twice per week.

Section 11.2 Group Health Insurance.

(a) The City will enroll all officers covered by this Agreement in one of the components of the City of Bloomington Employee Group ~~Wellness Health Benefit~~ Health Care Plans, unless an officer has elected Union Health Insurance coverage. The City agrees that an officer may select the ~~Association~~ Union Health Plan for himself, or for himself and his dependents in lieu of coverage under the City's Group Health Benefit Plan. If the officer makes such election, the City shall pay a portion of the monthly premium as outlined in subsection b.

(b) The City agrees to pay seventy-five percent (75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for ~~Employee +1 and Family~~ dependent tiers for group health insurance under the City of Bloomington Employee Health Care Plan or ~~Association~~ Union Health Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 75% equals City share; full family coverage premium X 25% equals employees share.)

c) In any year in which the total amount of medical benefits paid is more than 150% of the average amount paid out over the past five (5) years, the City shall have the right to

negotiate the type of benefits available under the City of Bloomington Employee Health Benefit Plan.

d) The City will pay 50% of the premium for dental insurance for the employee and their dependents.

e) The City will pay 50% of the premium for vision insurance for the employee and their dependents.

f) On or before December 1, 1999, employees shall in writing (assuming proof of insurability and other insurance prerequisites are met), elect coverage under either the City's group health benefit plan or under the ~~Association Union Health~~ ~~p~~Plan. An employee once electing coverage under the City's group health benefit plan or the ~~Association Union Health~~ ~~p~~Plan may not thereafter change to coverage under the other plan except through mutual agreement of the parties, unless the employee can show substantially changed and unanticipated family circumstances (such as divorce or retirement) unrelated to the health of the individual or his dependents.

g) The Union waives the right to grieve or bargain over City changes and amendments to the City of Bloomington Group Health Benefit(s) plans, or the effects of same. This waiver shall continue until the parties mutually agree otherwise.

h) Life Insurance. The City will carry in effect a group life insurance policy for covered employees which pays \$50,000 to a

beneficiary designated by the employee in the event of the employee's death (double that amount for accidental death and dismemberment). The City will pay the premiums for such policy.

Section 11.3 Health Insurance Committee.

The Union agrees to participate in a health insurance committee to monitor and study changes and issues related to health insurance plans offered by the City. Said committee may meet from time to time and make recommendations regarding the health insurance plans. Participation in the committee shall not waive either parties collective bargaining rights or obligations and committee recommendations shall not be binding on either party. Bargaining unit members who participate in committee meetings shall either (1) attend meetings as part of their regular duty day or (2) in the event a meeting takes place outside their regular duty day, be credited time spent at the meeting (at their regular rate of pay).

Section 11.4 Tuition Reimbursement.

1) The City will reimburse an employee for the cost of tuition, fees and any required books for a college course under the following conditions:

- a) The employee notifies the Chief of Police prior to registration of his intent to claim tuition reimbursement for the course.

- b) The course is required or part of a required sequence leading to a Bachelor's or Master's Degree in Labor Relations, Criminal Justice, Public Administration, Police Science, Traffic and Safety Management or other course deemed by the Chief of Police or City Manager in his discretion to be of benefit to the Department.
- c) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the employee for tuition, fees and required books according to the following schedule:

100% for a grade of A
100% for a grade of B
75% for a grade of C
(includes pass in a pass/fail option)

2) An employee who leaves the Department within one (1) year of receiving reimbursement for a BA/BS degree will refund City the amount reimbursed for the previous twelve (12) months. This sum may be withheld from the final paycheck.

An employee who leaves the Department within one (1) year of receiving reimbursement for a MA/MS degree will refund to the City the amount reimbursed for the previous thirty (30) months. This sum may be withheld from the final paycheck.

In the event an employee dies or becomes disabled and no longer able to function in the capacity as a police officer, and the

aforesaid time limitations have not expired, no fee or cost whatsoever shall be assessed to the employee or the employee's estate.

Section 11.5 Damaged Personal Property.

The City agrees to replace or repair at no cost to the employee personal items lost, damaged or stolen in the course of duty up to \$200.00 per item. Personal items shall be defined to include such things as an employee's wristwatch, gloves, flashlight or other items deemed appropriate by the City for replacement. Employees must exhaust all other reimbursement options prior to receiving reimbursement from the City.

Section 11.6 Survivor's Benefit.

The City agrees that upon the death of an employee, the employee's estate shall receive full financial compensation for all unused Vacation time, Personal Convenience time, Court Exchange time, Wellness time and accumulated Earned time. The value of said time will be calculated at the deceased employee's hourly rate of pay and multiplied by the amount of unused time as defined above.

Section 11.7 Mileage Reimbursement.

Employees required to use their private automobiles for pre-approved Department business shall be compensated at a rate set forth in applicable IRS regulations.

Section 11.8 Professional Fees and Subscriptions.

If, as a condition of employment, the City requires an employee to become a member of a professional organization, or if the City requires an employee to subscribe to a professional journal, the City agrees to pay such fees or subscriptions. This includes, but is not limited to, fees associated with becoming and maintaining “Notary of the Public” status and SPSC alumni membership dues.

Section 11.9 ICMA Retirement Corporation.

The City agrees to give the PBPALC sixty (60) days written notice prior to implementation of any substantial changes to the benefits afforded to employees via the ICMA Retirement Corporation. The purpose of the notice provided herein is to permit input from the Union regarding the change(s).

to the

Section 11.10 Transfer of Firearm Upon Retirement.

Sworn Police Officers retiring in good standing or leaving on disability with a minimum of twenty years of uninterrupted service with the Bloomington Police Department will be issued their BPD service weapon and one ammunition clip on their last day of actual work.

Section 11.11 Other Fringe Benefits.

All other existing fringe benefits, in effect immediately prior to the execution of this Agreement shall remain the same during the term of this Agreement.

ARTICLE 12 MEETINGS BETWEEN THE PARTIES

At least once each three (3) months the employee representatives shall meet with the Chief of Police at a mutually agreeable time and place to exchange views and discuss matters of mutual concern.

ARTICLE 13 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of

any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 14 ASSOCIATION RIGHTS

Section 14.1 Union Security.

The City agrees that it will not replace employees or allow employees other than union employees to perform work which is recognized and has historically been performed by Union employees, except during limited training or in cases of emergency (i.e. natural or manmade disasters).

Section 14.2 Retaliatory Actions Prohibited.

No employee shall suffer adverse employment action or otherwise be discriminated against in regard to his employment or threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted under this Agreement.

Section 14.3 Notice of Policy Change.

In an effort to encourage trust and communication, the City agrees to give the existing Union President fifteen (15) days notice prior to implementation of any changes to the written policies or work rules of either the police department or City involving conditions of employment. The purpose of the notice provided herein is to solicit input from the Union regarding the written policy change. This provision shall not be construed to

limit or discourage efforts of either the Union and/or police department administration to discuss additional matters of mutual concern.

Section 14.4 Right to Data.

The Union has the right to be furnished, upon request, and to the extent not prohibited by law, data and other information maintained by the City which is available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining. Denials of requests shall be in writing articulating the reason(s) for the refusal to provide said information. Denials of requests shall be grievable to Step 2 of the grievance procedure which shall not preclude or in any way limit the Union's right to challenge a denial in Circuit Court or at the Illinois State Labor Relations Board.

ARTICLE 15 EMPLOYEE SAFETY

Section 15.1 Unsafe Equipment.

Ordinarily, no employee shall be required to use any equipment that is unsafe or not in proper working order for the use that said equipment is intended.

Section 15.2 Parking Lot Safety.

Recognizing the need for adequate security for all employees in parking areas, the City will take reasonable steps to safeguard employee security.

Section 15.3 HIV.

The parties understand that HIV is a highly communicable disease that could be life threatening if proper safety procedures are not followed. Facilities and employees will have available to them, at no cost, high quality HIV germicidals available for immediate use.

Section 15.4 Violence Prevention Initiative.

The parties agree that the safety of employees is of paramount importance. Therefore, the parties agree that the City shall, in a manner that is not arbitrary or capricious, abide by the Bloomington Police Department SOP 6.22 titled "Threats Against Police Officers" as it is updated from time to time

Section 15.5 Safety Equipment.

The City may require employees to wear certain protective equipment. The City shall furnish any required safety clothing, at no cost to the employee. This may include, but is not limited to, bullet resistant vests, reflective vests, safety shoes, helmets, gloves, etc. The City shall provide necessary training for the use of safety equipment. The department shall replace the safety

equipment in accordance with the manufacture's guidelines. No expired bullet resistant vest shall be issued to an employee without the employee's knowledge and consent.

Section 15.6 Inoculations.

The City of Bloomington agrees to pay all expenses for reasonable inoculations or immunization shots for a Sergeant or Lieutenant and/or members of the Sergeant's or Lieutenant's family or household member when such becomes medically necessary as a result of said Sergeant's or Lieutenant's exposure to a contagious disease, as defined by the United States Center for Disease Control, hazardous material, poison, poison gas, toxic materials or substances, radioactive material, biological weapon or similar calamity in the line of duty.

Section 15.7 Decontamination.

The City of Bloomington agrees to pay all expenses for reasonable decontamination or sterilization of the personal property of a Sergeant or Lieutenant and/or members of the Sergeant's or Lieutenant's family or household when such becomes necessary as a result of said Sergeant's or Lieutenant's exposure to anthrax, other biological weapon(s) or similar calamities, poison gas exposure such as to sarin, toxic materials or substances, or radioactive exposure. The exposure(s) to such

hazard(s) must be suffered by the Sergeant or Lieutenant while in the line of duty.

ARTICLE 16 LIEUTENANT PROMOTIONAL PROCESS

Section 16.1 Jurisdiction.

The Board of Fire and Police Commissioners shall retain jurisdiction over the Lieutenant promotional process pursuant to the following rules.

Section 16.2 Eligibility.

All Sergeants are eligible to take the exam. However, Sergeants must have served a minimum of 18 months in the rank of Sergeant to be eligible to be promoted to Lieutenant.

Section 16.3 Promotional List.

A new promotional procedure will be initiated every three (3) years. The promotional list generated by the procedure herein will be good for three (3) years. The Department shall be required to maintain a current promotional list at all times.

Section 16.4 Process.

The promotional process shall consist of the following components and their corresponding weights. All points shall be rounded to the nearest one hundredth of a point (two ((2)) decimal points). Two (2) education points will be granted for a Bachelor degree from an accredited college or university that is recognized

and approved by the U.S. Department of Education and four (4) educational points (not cumulative with the Bachelors) shall be granted for a Masters degree from an accredited college or university that is recognized and approved by the U.S. Department of Education. Education points will be awarded on the first day of the written exam. Seniority points will be awarded with a ½ point for each completed year of seniority as a Sergeant up to a max of four (4) points, with such computation beginning on the first day the employee is promoted to Sergeant and ending on the first day of the written test.

1. Written Examination	50 points
2. Assessment Exercise(s)	40 points
3. Command Preference Points	10 points
4. Education Points	4 points (max)
5. Seniority Points	4 points (max)
Total	108 points possible

Section 16.5 Command Preference Points.

The Chief of Police may give up to ten (10) points. Said points shall be determined in the following manner. Current Lieutenants and the Assistant Chiefs shall rank individually the candidates, giving a maximum of 10 points for each candidate. The points received by each candidate from the Lieutenants and

Assistant Chiefs shall be averaged. The Chief of Police shall not deviate from the points so assigned by more than three (3) points.

Section 16.6 Test Material.

The City shall provide, at no cost to the employee, all relevant study material. The material, in its entirety, shall be prepared for the employee. The material shall be provided in accordance to the time restrictions as set forth in this article. Any candidate not taking the test shall reimburse the City for the actual cost of test materials provided to the candidate and for the actual cost of the tests administration. The Chief of Police may, at his option, elect to waive the reimbursement to any candidate who did not take the test if the candidate can show good reason (sickness, activated for military service, death in family, etc.) for his inability to take the test.

Section 16.7 Time Line for Promotional Procedure.

1. A minimum of 150 days prior to the scheduled testing date, the Department will post notice of the upcoming test. If the written test is to be given on a separate day than the assessment exercise(s), then the dates of said tests shall clearly be posted.

2. A minimum of 135 days prior to the scheduled testing date, all candidates wishing to participate in the promotional process shall declare their intent.

3. A minimum of 120 days prior to the scheduled testing date, the Department will furnish each candidate with all the study materials required for the testing process.

4. A minimum of 30 days prior to the scheduled testing date, the department will furnish each candidate with their Command Preference Points.

5. Test results for the written examination shall be provided to the candidates as soon as practicable after the written examination has concluded.

Section 16.8 Emergency Situations.

In situations where the Department has an emergency, the Department may postpone the written or assessment test(s). In the event one and/or more of the candidates has an emergency situation, the Union may request the Department to postpone the written and/or assessment tests. The parties will meet within twelve (12) hours from the postponement of the tests by the Department to discuss the rescheduling of the test. The parties will meet within the twelve (12) hours of the request of the Union for a postponement to discuss whether to postpone the process and the possible rescheduling of said promotional process. The decision whether to postpone the tests shall not be arbitrary and capricious. Only those candidates having previously declared their intent to take the original test, as defined in Section 16.7 Time

Line for Promotional Procedure shall be allowed to take the promotional exam on the newly scheduled date.

Section 16.9 Assessment Exercises.

Reasonable efforts will be made to administer assessment exercises fairly. Employees taking assessment exercises shall not be allowed to have other people assist them with the completion of the test.

Section 16.10 Overtime for Testing.

No overtime will be paid to candidates for participating in the promotional process. However, candidates participating in the process may do so while on duty status without diminution of benefits.

Section 16.11 Monitors for Exams.

The Union shall be allowed a maximum of two (2) monitors on any day that any part of the exam is being administered. The monitors shall be chosen solely by the Union. The monitors shall be employees holding the rank of Lieutenant. No monitor shall be used that is an acting Lieutenant or Sergeant. Monitors shall be allowed to double check the accuracy of all mathematic calculations.

Section 16.12 Rule of Three.

All promotions to the rank of Lieutenant shall be made by the Chief from the three (3) candidates having the highest rating on

the promotional eligibility register at the time of such promotion. Where there are less than three (3) names on such register, as originally posted, or remaining thereon after appointments have been made therefrom, appointments to fill existing vacancies shall be made from those names or name remaining on the promotional register.

ARTICLE 17 SAVINGS/CONFLICTS

Section 17.1 Savings.

If any provision in this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois Compiled Statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 17.2 Conflicts.

Ordinances, rules and regulations of the City in conflict with the provisions of this Agreement are superseded as provided in Section 15(b) of the Illinois Public Labor Relations Act.

ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be effective retroactive to May 1, 2014, and shall remain in full force and effect until the 30th day of April, 2017. The parties agree that the term of this Agreement shall not be precedential, it shall be automatically renewed from month to

month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE 19 DROP PLAN

In the event an Illinois Statue applicable to members of the bargaining unit is revised to authorize a Deferred Retirement Option Plan, the parties agree to bargain over the terms and conditions of implementation thereof. In the event the parties reach impasse, either party may invoke the impasse resolution provisions of Section 14 of the Illinois Public Labor Relations Act.

ARTICLE 20 MANAGED COMPETITION

The City agrees that it will not replace officers or allow officers other than bargaining unit members to perform traditional core

police functions such as patrol and investigations as has historically been performed by bargaining unit members, except during limited training or in cases of emergency (i.e. natural or man-made disasters). The City may, however, assign the following work to other than bargaining unit members, including volunteers, where such assignment of work does not result in the layoff or replacement of any full-time bargaining unit member(s) in violation of Section 14.1 Union Security: grant writing, fleet maintenance or other activities which historically have not been performed by bargaining unit members. The parties further agree that the supervision of crossing guards and parking attendants is not a core police function and these duties can be reassigned within the City and/or services contracted out without violating any provision of this agreement.

ARTICLE 21 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

IN WITNESS WHEREOF, the parties hereto have set their hands
this ____ day of ~~March, 2018~~ ~~October, 2016~~.

**POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION
LABOR COMMITTEE**

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

CITY OF BLOOMINGTON, ILLINOIS

/s/ _____

/s/ _____

/s/ _____

/s/ _____

APPENDIX A - Re: Parking

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC**

The parties hereby agree to the following benefit:

The City shall provide, at no cost to the employee, two (2) parking stickers for the parking lot directly east of the Department.

APPENDIX B - Re: Administrative Lieutenant

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC**

It is understood and agreed between the parties that the creation of a bargaining unit position of one Administrative Lieutenant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Lieutenant selected to fill the position of Administrative Lieutenant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Administrative Lieutenant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

**APPENDIX C - Re: Professional Standards Lieutenant
SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC**

It is understood and agreed between the parties that the creation of a bargaining unit position of one Professional Standards Lieutenant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Lieutenant selected to fill the position of Professional Standards Lieutenant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Professional Standards Lieutenant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

APPENDIX D - Re: Court Sergeant

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE PBPALC

It is understood and agreed between the parties that the creation of a bargaining unit position of one Court Sergeant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Sergeant selected to fill the position of Court Sergeant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Court Sergeant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

APPENDIX E - Re: Straight Time

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE PBPALC

It is understood and agreed between the parties that the custom of Straight Time is a historical practice that has been in effect for many years and is hereby mutually consented to. It is also understood and agreed upon by the parties that the process of earning, accumulating and the use of Straight Time is a benefit that shall not be altered except via the collective bargaining process once this memorandum is signed by all parties. It is also understood and agreed between the parties that the provisions of this memorandum shall constitute a voluntary change, instituted by both parties, to modify specific portions of the historical practice and thereby promulgate a new modified practice.

It is understood and agreed between the parties that Straight Time shall be earned at a rate of one half hour per actual day worked by every Sergeant and Lieutenant assigned to the patrol division and proactive division. It is understood and agreed between the parties that the one half hour per day worked is primarily intended for, but not necessarily specifically limited to,

time used for preparation and miscellaneous duties conducted by patrol supervisors and proactive supervisor(s) prior to the Sergeant(s) and Lieutenant(s) actual tour of duty. It is understood and agreed between the parties that the earning of Straight Time is not predicated upon the number of Sergeant(s) or Lieutenant(s) working a shift on any given day.

It is also understood and agreed between the parties that earning straight time is not automatic, nor based upon a Sergeant or Lieutenant simply being on duty. It is understood and agreed the earning of straight time is contingent upon actually being engaged in some sort of shift preparation work or other miscellaneous duty that exceeds the Sergeant or Lieutenant's regular shift.

It is understood and agreed between the parties that Straight Time shall be available to Sergeants and Lieutenants of all divisions. However, the earning of this Straight Time shall not be connected to the preparation of shift briefings for specialized divisions. Straight Time can be accumulated, at the discretion of said supervisor of any division, subject to good judgment and documentation. It is understood and agreed between the parties that this provision constitutes no change in the past practice.

It is understood and agreed between the parties that up to a maximum of twenty four (24) hours of Straight Time can be

banked by any supervisor assigned to the patrol division or specialized division. All Straight Time in excess of twenty four (24) hours shall be forfeited. It is understood and agreed between the parties that any Sergeant or Lieutenant with over 24 hours of accumulated Straight Time, at the time this agreement is signed by all parties, shall have until December 31, 2001 to comply with this provision.

It is understood and agreed between the parties that Straight Time may be taken in any increment. This includes the ability of a Sergeant or Lieutenant to use Straight Time to take an entire day off if the Sergeant or Lieutenant so desires.

It is understood and agreed between the parties that the *earning* of straight time shall be time for time. It is also understood and agreed between the parties that the *use* of straight time shall be time for time. An example of this would be as follows: One half (1/2) hour of banked straight time entitles the employee to one half (1/2) hour of time off. Eight hours of banked straight time entitles the employee to eight hours off. Nothing herein suggests that the Sergeant or Lieutenant must use the straight time in any specific increment. The aforesaid is proffered for the purpose of clarity only.

It is understood and agreed between the parties that a Sergeant or Lieutenant shall not be ordered to accumulate

Straight Time in order to avoid earning overtime. It is understood and agreed between the parties that this Memorandum of Understanding is not meant to conflict with other provisions of the Collective Bargaining Agreement and, as such, no other terms or conditions of employment are intended to be modified as a result of the parties promulgating the conditions set forth herein. It is understood and agreed between the parties that no other special considerations nor exclusions from the current collective bargaining agreement, not specifically outlined herein, have been authorized.

APPENDIX F – Wage Table Effective May 1, 2017

Note: Payroll calculations will be based upon the employee's hourly rate. Other figures are for informational purposes only.

APPENDIX G – Wage Table Effective May 1, 2018

APPENDIX H – Wage Table Effective May 1, 2019

GLOSSARY

Please infer the following definitions when reading this contract:

Chief of Police includes the appropriate designee in the Chiefs absence.

City Manager includes the appropriate designee in the Manager's absence.

Human Resource Director includes the appropriate designee in the Director's absence.

His/He/Him includes both male and female officers.

Union President includes the appropriate designee in the President's absence.

City means the City of Bloomington, Illinois.

Union means the Policemen's Benevolent Labor Committee.

Employee means any Sergeant or Lieutenant employed by the City excluding the Chief of Police and Assistant Chiefs of Police.



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Professional Services Agreement with Farnsworth Group, Inc. for Professional Engineering Services related to Pipeline Rd – Division E – Pressure Valve Control Stations – Planning, (RFQ 2016-04, Resolution 16-10), as requested by the Water Department.

RECOMMENDATION/MOTION: An Agreement with Farnsworth Group, Inc. for Professional Engineering Services related to Pipeline Rd – Division E – Pressure Valve Control Stations – Planning in the amount of \$95,536.65 be approved and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 – Upgrade City Infrastructure and Facilities; Goal 5 – Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 2.B – Quality water for the long term; and Objective 5.A – Well-planned City with necessary services and infrastructure

BACKGROUND: Beginning around 1998 the City of Bloomington began work on upgrading the primary water transmission infrastructure that delivers treated water from the City of Bloomington Water Treatment Plant (WTP) at Lake Bloomington to the ground storage tanks and pumping facilities at the Ft. Jesse and Division Street stations (see attached map). The work is necessary to address aged infrastructure and to meet regulatory requirements concerning minimum water pressure in certain points of the transmission mains.

The work was planned per the July 8, 1998 Design Report prepared by the Water Department. The project improvements thus far, have been implemented and constructed in several stages. Several of the planned construction improvements remain uncompleted to meet the final project goals. The most recent construction improvement related to this project was completed in 2006, involving site piping interconnection at the Lake Bloomington WTP.

2018 Bloomington Water Department Transmission System Goals:

1. Operate at the minimum regulatory 20 psi pressure at all points within the transmission route.
2. Allow the existing 400,000 gallon I-55 Northeast Elevated Tank to be fully utilized in daily operations.
3. Maintain adequate pressure and flow to services along the transmission pipeline route while minimizing the amount of municipal infrastructure and resources dedicated solely to supporting those services.
4. Protect existing Ft. Jesse and Division St. storage and pressure boosting pump stations from excessive pressure surges.

5. Analyze opportunities for energy recapture at the ground storage facilities to determine feasibility and evaluate costs and benefits.
6. Eliminate pumping back to Hudson and Towanda water supplies from Ft. Jesse Pump Station.

Through Resolution 2016-10, the City Council approved a list of prequalified vendors for Engineering, Architectural, and Land Surveying services. Resolution 16-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the four firms under the utility category, which is the key design service of the service project as described above, and determined Farnsworth Group, Inc. to be the most qualified firm to do the work.

Based on Farnsworth Group's selection under RFQ 2016-04 and their vast experience with the previous phases of this project, along with their knowledge of Bloomington's water transmission system, Farnsworth Group was asked to submit a proposal for assistance with the planning of the Pipeline Road – Division E – Pressure Valve Control Stations and analyzing the criticality of remaining phases to finish the project. Farnsworth Group's proposed Scope of Services and Professional Services Agreement fee of \$95,636.65 is a not to exceed total. For this specific project, as outlined above, Farnsworth Group was deemed to be the most qualified and best fit for the work out of the pre-qualified Engineering firms.

The schedule for the project is to begin the design within thirty days of receipt of a signed Professional Services Agreement. The result of this planning phase will be the Consultant's Final Preliminary Design Report, which will have recommendations that will be used for completing the Pipeline Road project by order of importance, logistics and feasibility. It will have a system schematic, preliminary written sequence of operation, relevant background information and calculations / design basis, budgetary cost estimates, and estimated project timelines and recommended phases. The plan is to then negotiate a detailed design scope and agreement in FY 2019 for the most critical phase(s) of the Pipeline Road project as determined by this Planning phase of the project. The construction of the most critical phase(s) will be bid in FY 2020.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016.

FINANCIAL IMPACT: Funds totaling \$200,000 are included in the FY 2018 Budget for this project. The payment for these services are budgeted under the Water Transmission & Distribution –Architectural and Engineering Services for Capital account (50100120-70051). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on pages 135, 293, 330, 339 and 340.

COMMUNITY DEVELOPMENT IMPACT:

UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY

CONSTRUCTION: Unknown total at this time. There will be electric costs associated with raising the hydraulic grade line and operating additional valves.

Respectfully submitted for Council consideration.

Prepared by: Scott Hobart, PE, Project Manager

Reviewed by: Robert Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Community Development review by: Bob Mahrt, Interim Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with the first name "Steve" and last name "Rasmussen" clearly distinguishable.

Steve Rasmussen
Interim City Manager

Attachments:

- 4B – Contract -Professional Services with Farnsworth Group, Inc.
- 4C – Existing pump station location map.



AGREEMENT FOR PROFESSIONAL SERVICES COST PLUS FIXED FEE

This Agreement is effective this _____ day of March in the year 2018, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, Illinois, and the City of Bloomington, hereinafter referred to as CLIENT, of McLean County, Illinois.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "Water Transmission Pipeline Division E Planning", hereinafter referred to as PROJECT.

Background:

Beginning around 1998 the City of Bloomington began work on upgrading the primary water transmission infrastructure that delivers treated water from the City of Bloomington WTP at Lake Bloomington to the ground storage tanks and pumping facilities at the Ft. Jesse and Division Street stations. The work was necessary to address aged infrastructure and to meet regulatory requirements concerning minimum water pressure in certain points of the transmission mains.

The work was planned per the July 8, 1998 Design Report prepared by the Water Department. The project improvements thus far, have been implemented and constructed in several Divisions. Several the planned construction improvements remain uncompleted to allow the CLIENT to meet the final project goals. The most recent construction improvement related to this project was completed in 2006, involving necessary site piping interconnection at the Lake Bloomington WTP.

2017 Bloomington Water Department Goals:

1. Operate at the minimum regulatory 20 psi pressure at all points within the transmission route.
2. Allow the existing 400,000 gallon I-55 Elevated Tank to be fully utilized in daily operations.
3. Maintain adequate pressure and flow to services along the transmission pipeline route while minimizing the amount of municipal infrastructure and resources dedicated solely to supporting those services.
4. Protect existing Ft. Jesse and Division St. storage and pressure boosting pump stations from excessive pressure surges.

5. Analyze opportunities for energy recapture at the ground storage facilities to determine feasibility and evaluate costs and benefits.
6. Evaluate Options to eliminate pumping back to Hudson and Towanda water supplies from Ft. Jesse Pump Station.
7. Allow for capacity of reasonable growth in municipal water demand/usage. Capacity goals shall be provided by CLIENT, based on output from Infrastructure Master Plan currently being developed by others.

By this Agreement:

- A. The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:

TASK 1: SCOPE & DATA VALIDATION

1. Conduct CLIENT project kick-off meeting.
2. Gather and review existing data, maps, plans and other information pertaining to the PROJECT in FARNSWORTH GROUP's files from previous design efforts. Cross check information with CLIENT files related to PROJECT to insure all available design information is considered.
3. Utilize population and demand projections provided by CLIENT'S Infrastructure Master Plan currently being developed by others.
4. Analysis of capacity of existing transmission mains from the Water Treatment Plant to Ft. Jesse ground storage tank and from Ft. Jesse ground storage tank to Division St. ground storage tank with demand capacity requirements generated by Infrastructure Master Plan currently being developed by others.
5. Verify the existing water transmission infrastructure and normal operating valve configurations.
6. Coordinate with current Water Department Staff to document any other operational concerns in the water transmission infrastructure which should be concurrently addressed.
7. Assess each of the remaining Divisions from the original project planning to determine its current validity under current and expected water demands and expected Goals.
 - a. "Division D – Phase II "– Aged cast iron piping replacement near the WTP and Lake Bloomington Area.
 - b. "Division E" – pressure and flow regulating control valves and SCADA (coordinating with current SCADA Master Planning project (by others)) at Ft. Jesse ground storage tank and Division St. ground storage tank, including a scenario of building Division E, but not turning the valve regulation all the way up to fully increase pressures until other transmission mains can be upgraded as necessary.
 - c. "Division G" – Rehabilitation/Replacement of the 24" CI transmission main from Ft. Jesse GST to Division Street GST.

8. Conduct a Progress Meeting with CLIENT to discuss SCOPE & DATA VALIDATION efforts prior to commencement of Preliminary Design Phase.

TASK 2: PRELIMINARY DESIGN

1. Develop a single sheet schematic of the proposed transmission system, valve configuration, storage and pump configuration integrating all project infrastructure elements completed to date for a comprehensive current representation of the system components and operations architecture.
2. Review and preliminary hydraulic analysis of the flow and pressure control valve array and design basis validation needed at Ft. Jesse and Division Street stations.
3. Evaluation of combination pressure and flow control valve arrays to allow operations flexibility and operator control of pressure and flow delivery to the existing Ft. Jesse and Division St. ground storage reservoirs.
4. Assess the impacts to Towanda and Hudson services and determine least cost remediation/resolution if and as required (New Division H). Evaluation of alternatives for local pump stations as means to meet system pressure requirements for specific municipal services and areas.
5. Evaluation of remaining original 1929 pipe segments as necessary to maintain minimum pressure goal.
6. Coordinate with the current water system SCADA Master Plan (by others) on design/implementation to confirm control components are adequate or adaptable/expandable to accommodate the PROJECT operational needs.
7. Coordinate with the current water system SCADA Master Plan (by others) and submit recommendations on potential SCADA upgrades to enhance pressure, flow, and demand storage monitoring and control where feasible and logical for efficient, effective and safe operation.
8. Analysis of existing WTP High Service pump hydraulics and performance to maintain pressures in the finished water transmission system under different scenarios, using pump curves to be provided by Owner from the pump field tests being conducted as part of the Infrastructure Master Plan (by others).
9. Report of our findings to the water department outlining our findings which will include:
 - a. List of recommended projects in order of importance, logistics and feasibility.
 - b. System Schematic.
 - c. Preliminary written sequence of operation.
 - d. Relevant background information and calculations/design basis.
 - e. Budgetary cost estimates.
 - f. Estimated project timelines and recommended phases.
10. Surveying Services. As necessary, conduct topographic survey of the PROJECT location to validate constructability.

- a. Determine locations of surface utility features from field observations of existing surface features.
 - b. As necessary, validate Right-of-Ways, existing easements and create new easement plats.
 - c. Complete an engineering JULIE utility location request for existing utility location information. FARNSWORTH GROUP shall incorporate utility information from CLIENT, JULIE provided utility maps, and field surface observations for incorporation into the project plans.
11. Hydraulic modelling input, criteria, and guidance for CLIENT to conduct in-house model run and validations on designated pressure/flow scenarios.
 12. Support CLIENT in presentations of recommendations and findings. Conduct up to two (2) CLIENT coordination, discussion and update meetings.
 13. Coordinate with the Water Department Staff to determine next steps which would likely include design to IEPA permit level of the highest priority project(s).
 14. Coordinate Preliminary Design recommendations into a chapter of the Infrastructure Master Plan being completed by others
- B. PROJECT deliverables and estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:
1. TASK 1: Kick-Off Meeting: Within 30 days of Agreement Execution.
 2. TASK 1: Progress Meeting: Within 60 days after Kick-Off Meeting.
 3. TASK 2: Submittal of 95% Complete Preliminary Design Report: Within 90 days of TASK 1 Progress Meeting.
 4. TASK 2: Submittal of Final Preliminary Design Report: Within 30 days of receiving CLIENT comments on 95% Submittal.
- C. CLIENT agrees to compensate FARNSWORTH GROUP for providing the above scope of services and expenses as follows:
1. Method of Compensation: Cost Plus Fixed Fee
- Total Compensation = DL+IHDC+(OH)(DL)+FF+ODC+SBO
- Where: FF = Fixed Fee calculated based on 15.0%[DL+R(DL)+OH(DL)+IHDC]
- Where: DL = Direct Labor
 IHDC = In-House Direct Costs
 OH = FARNSWORTH GROUP's Actual Overhead Factor
 R = Complexity Factor
 ODC = Outside Direct Costs
 SBO = Services by Others

2. An amount equal to Direct Labor Costs plus overhead for the services of FARNSWORTH GROUP's personnel engaged directly on the PROJECT of \$81,359.16, plus Reimbursable Expenses of \$2,431.00, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of \$0, plus a Fixed Fee of \$11,746.49. The total compensation for services shall be a Maximum Not-to-Exceed amount of \$95,536.65 based on the Cost Estimate and Man-Hour Breakdown attached as Appendix 1.
3. FARNSWORTH GROUP's Reimbursable Expenses Schedule is attached as Appendix 2.
4. FARNSWORTH GROUP may alter the distribution of compensation between the individual tasks of the work noted to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved by the CLIENT.
5. The total compensation for FARNSWORTH GROUP's services incorporates all labor, overhead, fixed fees, reimbursable expenses, and FARNSWORTH GROUP's Consultant's charges.
6. The portion of the amounts billed for FARNSWORTH GROUP's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the PROJECT during the billing period by FARNSWORTH GROUP's employees plus overhead, Reimbursable Expenses, FARNSWORTH GROUP's Consultant's charges, and the proportionate portion of the Fixed Fee.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed Fee is the lump sum amount paid to FARNSWORTH GROUP by the CLIENT as a margin or profit and will only be adjusted by an amendment to this agreement.
9. Direct Labor Costs and Overhead applied to Direct Labor Costs along with the Maximum Not-to-Exceed Fee will be adjusted annually (as of April 2nd) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
10. Compensation for Reimbursable Expenses
 - a. CLIENT shall pay FARNSWORTH GROUP for all Reimbursable Expenses at rates set forth in Appendix 2.

- b. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required in Paragraph A for the scope of services above. In addition, if authorized in advance by the CLIENT, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- c. The amounts payable to FARNSWORTH GROUP for Reimbursable Expenses will be the PROJECT-related internal expenses actually incurred or allocated by FARNSWORTH GROUP, plus all invoiced external Reimbursable Expenses allocable to the PROJECT, the latter multiplied by a factor of 1.10.
- d. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.

11. Other Provisions Concerning Payment

- a. Whenever FARNSWORTH GROUP is entitled to compensation for the charges of FARNSWORTH GROUP's Sub-Consultants, those charges shall be the amounts billed by Sub-Consultants to FARNSWORTH GROUP times a factor of 1.10.
- b. Factors: The external Reimbursable Expenses and FARNSWORTH GROUP's Sub-Consultant's factors include FARNSWORTH GROUP's overhead and profit associated with FARNSWORTH GROUP's responsibility for the administration of such services and costs.
- c. Compensation Amounts:
 - i. FARNSWORTH GROUP's fee amounts that will become payable for specified services are only estimates for planning purposes for establishment of the not-to-exceed maximum fee amount under the Agreement.
 - ii. When compensation amounts have been stated herein and it subsequently becomes apparent to FARNSWORTH GROUP that the total compensation amount thus estimated will be exceeded, FARNSWORTH GROUP shall give the CLIENT notice thereof, allowing the CLIENT to consider its options, including suspension or termination of FARNSWORTH GROUP's services for CLIENT's convenience. Upon notice, the CLIENT and FARNSWORTH GROUP promptly shall review the matter of services remaining to be performed and compensation for such services. The CLIENT shall either exercise its right to suspend or terminate FARNSWORTH GROUP's services for the CLIENT's convenience, agree to such compensation exceeding said maximum fee amount, or agree to a reduction in the remaining

services to be rendered by FARNSWORTH GROUP, so that total compensation for such services will not exceed said maximum fee amount when such services are completed. If the CLIENT decides not to suspend FARNSWORTH GROUP's services during negotiations and FARNSWORTH GROUP exceeds the maximum fee amount before the CLIENT and FARNSWORTH GROUP have agreed to an increase in the compensation due FARNSWORTH GROUP or a reduction in the remaining services, then FARNSWORTH GROUP shall be paid for all services rendered hereunder.

- d. To the extent necessary to verify FARNSWORTH GROUP's charges and upon the CLIENT's timely request, FARNSWORTH GROUP shall make copies of such records available to the CLIENT at cost.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.
FARNSWORTH GROUP


Signature

Robert Kohlhasse
Typed Name

Principal
Title

2/22/18
Date


Witness Signature (if required)

Steve Myers, PE
Typed Name

Principal
Title

2/22/18
Date

Shawn Maurer
Principal Contact Typed Name

smaurer@f-w.com, (309) 663-8435
Contact Information (e-mail, phone, etc.)

City of Bloomington
CLIENT

Signature

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)



GENERAL CONDITIONS
As modified for City of Bloomington Contracts per July 27, 2015
Communication with City Corporate Counsel Jeff Jurgens

Date: December 2017
Client: City of Bloomington

Project: Water Transmission Main Division E
Planning

riots, war, fire, acts of God, injunction, 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.

Standard of Care: Services performed by FARNSWORTH GROUP under this 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 this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this 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 or limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions 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.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 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 this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this 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 this 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

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this 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. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

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 this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this 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 this 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 this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

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 lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement 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,

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 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, **except for cause**, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this 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 PROJECT or the 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 this 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, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

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 this 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 confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential 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 confidential 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.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this 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 and/or any subcontractor 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 CLIENTS'S right to use the documents for municipal purpose, including but not limited to the CLINET'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 consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this 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. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance **in an amount not less than \$1,000,000 per occurrence**, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. **CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage 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 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.

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, **but in no case less than \$2,000,000 per occurrence.** Certificates of insurance shall be provided to CLIENT upon request in writing. **CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage 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 professional acts by FARNSWORTH GROUP and errors or omissions 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 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 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 limits of FARNSWORTH GROUP'S applicable insurance limits—fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("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) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this 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.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement 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. Such fees in the initial year of this 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 this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. 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 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than ~~30~~ 45 days. 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.

Opinions of Cost: 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's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but 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.

~~**Contingency Fund:** CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.~~

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the

services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor 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 this Agreement.

Utilities: CLIENT shall be responsible for designating the location of ~~all~~ **any of CLIENT'S** utility lines and subterranean structures within the property line of PROJECT. CLIENT agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor 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 subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor'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.

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 subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

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 subcontractor 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 subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor 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 subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such **reasonable** measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor 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 subcontractor for any time spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor 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 subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the 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 Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor 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 Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor 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 warrants that the Construction Contractor and Construction Subcontractor shall be made aware 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 subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, 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.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: 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 subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. 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 be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be 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 the 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 the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME PRIME/SUPPLEMENT	Farnsworth Group, Inc. Prime	DATE PTB NO.	12/01/17 NA
CONTRACT TERM START DATE RAISE DATE	8 1/1/2018 4/1/2018	MONTHS	
		OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	177.05% 0 3.50%

ESCALATION PER YEAR

1/1/2018 - 4/1/2018	4/2/2018 - 9/1/2018		
3	5		
8	8		
= 37.50%	64.69%		
= 1.0219			

The total escalation for this project would be:

2.19%

PAYROLL RATES**FIRM NAME**Farnsworth Group, Inc. **DATE**12/01/17**PRIME/SUPPLEMENT**Prime**PSB NO.**NA**ESCALATION FACTOR****2.19%**

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Vice President	\$78.42	\$80.14
Senior Engineering Manager/Senior Land Surveying Manager	\$59.75	\$61.06
Senior Technical Manager	\$55.96	\$57.18
Engineering Manager/Land Surveying Manager	\$51.30	\$52.42
Technical Manager	\$49.74	\$50.83
Design Manager/Government Affairs Manager	\$46.29	\$47.30
Senior Project Engineer/Senior Project Land Surveyor	\$44.69	\$45.67
Senior Project Designer/Systems Integration Manager	\$44.82	\$45.80
Project Engineer/Project Land Surveyor	\$39.00	\$39.85
Project Designer/Project Technician	\$36.49	\$37.29
Senior Engineer/Senior Land Surveyor	\$36.52	\$37.32
Senior Designer	\$33.97	\$34.71
Engineer/Land Surveyor	\$32.11	\$32.81
Designer/Computer Specialist/Lead Technician	\$31.58	\$32.27
Engineering Intern II	\$30.72	\$31.39
Chief Technician	\$27.94	\$28.55
Engineering Intern I	\$26.54	\$27.12
Administrative Support	\$26.37	\$26.95
Senior Technician	\$23.90	\$24.42
Technician II	\$20.46	\$20.91
Technician I	\$16.01	\$16.36
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME Farnsworth Group, Inc.
 PRIME/SUPPLEMENT Prime
 PSB NO. NA

DATE 12/01/17

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	0.00	0.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM	DATE
Farnsworth Group, Inc.	

PSB	NA	OVERHEAD RATE	1.7705
PRIME/SUPPLEMENT	Prime	COMPLEXITY FACTOR	0

[illegible]

DBE

Task 1: Scope & Data Validation
Task 2: Preliminary Design

AVERAGE HOURLY PROJECT RATES

APPENDIX 1

FIRM
PSB
PRIME/SUPPLEMENT

Farnsworth Group, Inc.
NA
Prime

DATE 12/01/17

SHEET 1 OF 1

PAYROLL			TOTAL PROJECT RATES										Task 1			Task 2			Task 3			Task 4			Task 5		
CLASSIFICATION			AVG HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal/Vice President			80.14	56	8.38%	6.72	32	10.29%	8.25	24	6.72%	5.39															
Senior Engineering Manager/Senior Land Surveying Manager			61.06	84	12.57%	7.68	42	13.50%	8.25	42	11.76%	7.18															
Senior Technical Manager			57.18	0																							
Engineering Manager/Land Surveying Manager			52.42	0																							
Technical Manager			50.83	16	2.40%	1.22				16	4.48%	2.28															
Design Manager/Government Affairs Manager			47.30	0																							
Senior Project Engineer/Senior Project Land Surveyor			45.67	0																							
Senior Project Designer/Systems Integration Manager			45.80	0																							
Project Engineer/Project Land Surveyor			39.85	290	43.41%	17.30	135	43.41%	17.30	155	43.42%	17.30															
Project Designer/Project Technician			37.29	0																							
Senior Engineer/Senior Land Surveyor			37.32	70	10.48%	3.91	35	11.25%	4.20	35	9.80%	3.66															
Senior Designer			34.71	0																							
Engineer/Land Surveyor			32.81	0																							
Designer/Computer Specialist/Lead Technician			32.27	120	17.96%	5.80	65	20.90%	6.74	55	15.41%	4.97															
Engineering Intern II			31.39	0																							
Chief Technician			28.55	20	2.99%	0.85				20	5.60%	1.60															
Engineering Intern I			27.12	0																							
Administrative Support			26.95	12	1.80%	0.48	2	0.64%	0.17	10	2.80%	0.75															
Senior Technician			24.42	0																							
Technician II			20.91	0																							
Technician I			16.36	0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0				</																			

COMPANY NAME: Farnsworth Group, Inc.

 PTB NUMBER: City of Bloomington, Fleetwood Water Main

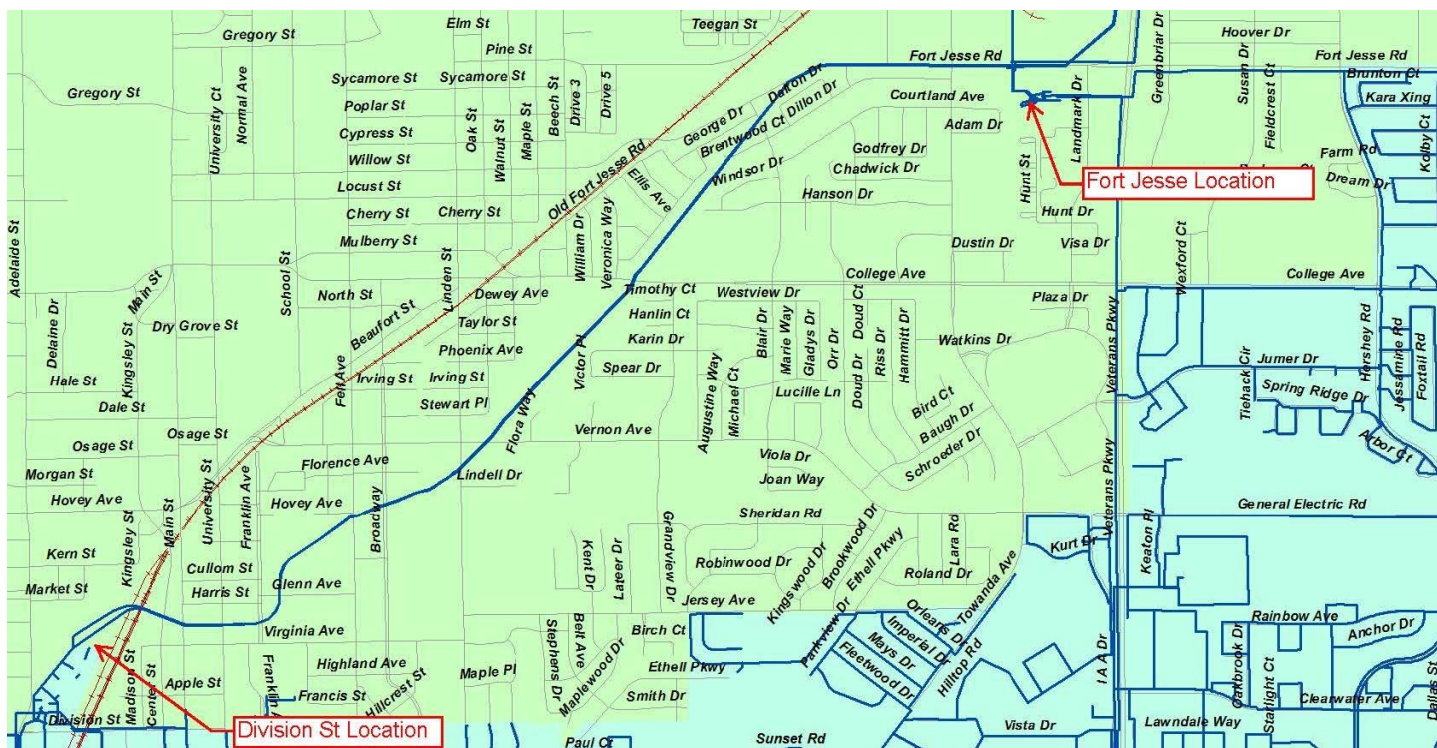
 TODAY'S DATE: 11/15/2016

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	X	15	\$65.00	\$975.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)	X	25	\$15.00	\$375.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Robotic Total Station	\$22/hr/Unit	X	40	\$22.00	\$880.00
GPS Equipment	\$22/hr/Unit	X	8	\$22.00	\$176.00
Misc. Expenses	Lump Sum	X	25	\$1.00	\$25.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$2,431.00

**If other allowable costs are needed and not listed, please add in the above spaces provided.*
LEGEND

W.O. = Work Order

J.S. = Job Specific





CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Professional Services Agreement with Farnsworth Group, Inc. for Construction Observation related to the Water Main Replacement on Szarek Drive (RFQ 2016-04, Resolution 16-10), not to exceed the amount of \$25,216.48, as requested by the Water Department.

RECOMMENDATION/MOTION: A Professional Services Agreement with the Farnsworth Group, Inc. for Professional Engineering Services related to the Construction Observation for the Water Main Replacement on Szarek Drive, not to exceed the amount of \$25,216.48, be approved, and authorize the Interim City Manager and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Objective 2b Quality Water for the Long Term. Objective 2e Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: Through a separate Council item on the March 12, 2018, agenda, the Water Department is requesting approval for construction of the Szarek Drive water main replacement capital project. The Water Department requested that Farnsworth Group Inc. provide a proposal for construction observation services for the project.

The Water Department is not currently staffed adequately to provide construction observation for this project. Therefore, conditional to the construction approval of the water main replacement capital project, staff is requesting approval for Farnsworth Group Inc. to provide the construction observation. Consultant Construction Administration services for construction projects within the FY 2018 budget have been budgeted under the Water Department's Capital Improvement Plan.

Through Resolution 16-10, the City Council approved a list of pre-qualified vendors for engineering, architectural and land surveying services. Resolution 16-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the four firms under the utility category and determined Farnsworth Group, Inc. to be the most qualified firm to do the work.

Based on Farnsworth Group's selection under RFQ 2016-04 and their experience in the design and construction of improvements of distribution systems, Farnsworth Group Inc. was asked to submit

a proposal for Construction Observation for the Szarek Drive water main replacement project. Farnsworth Group Inc. proposed Scope of Services and Professional Services Contract fee of \$25,216.48 is a not to exceed total. For this specific project, as outlined above, Farnsworth Group Inc. was deemed to be the most qualified and best fit for the work out of the pre-qualified Engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016.

FINANCIAL IMPACT: The payment for these services are budgeted under the Water Administration—Architectural & Engineering Services for Capital Projects account (50100110-70051). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on pages 129.

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

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Superintendent of Water Distribution

Reviewed by: Robert Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Community Development review by: Bob Mahrt, Interim Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 5B - Farnsworth Group Inc. Agreement
- 5C - Szarek Drive Location Map



AGREEMENT FOR PROFESSIONAL SERVICES COST PLUS FIXED FEE

This Agreement is effective this _____ day of March in the year 2018, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, IL 61704, and the of City of Bloomington, hereinafter referred to as CLIENT, of 109 East Olive, Bloomington, IL 61701.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with **"City of Bloomington Szarek Drive Water Main Replacement Project Construction Observation"** hereinafter referred to as PROJECT.

The scope of construction for this project is generally described as the following:

1. Replacement of approximately 1,250 feet of six-inch water main on Szarek Drive.
2. Replacement of existing associated valves, fittings, fire hydrants, and other appurtenances.
3. Connection of service lines to new water main and curb stops.
4. Tie-in to existing water mains at two locations on Six Points Road.
5. All associated pavement removal, excavation, backfilling, compaction, surface restoration, pavement patching, and testing in accordance with City Standards.

By this Agreement:

- A. The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. Engineer shall have authority to act on behalf of Owner in dealings with Contactor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 3. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contact

Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
4. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
5. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
6. Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
7. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such

reviews and approvals or other action will not extend to means, methods, techniques, sequences, quantities, or procedures of construction or to safety precautions and programs incident thereto.

8. Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
9. Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
10. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes

of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

11. Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other approved data, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
12. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete.
13. Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables:
 - a. Preparation of Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
14. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
15. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Subject to the provisions of this agreement, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
16. Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

- B. PROJECT deliverables and estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:
1. Services to be provided from the start of the Pre-Construction Conference through the Final Acceptance of the PROJECT and delivery of the PROJECT record drawings.
 2. Delivery of PROJECT record drawings within 60 days of Final Acceptance of the PROJECT.
- C. CLIENT agrees to compensate FARNSWORTH GROUP for providing the above scope of services and expenses as follows:
1. Method of Compensation: Cost Plus Fixed Fee

Total Compensation = DL+IHDC+(OH)(DL)+FF+ODC+SBO

Where: FF = Fixed Fee calculated based on 15.0%[DL+R(DL)+OH(DL)+IHDC]

Where: DL = Direct Labor
 IHDC = In-House Direct Costs
 OH = FARNSWORTH GROUP's Actual Overhead Factor
 R = Complexity Factor
 ODC = Outside Direct Costs
 SBO = Services by Others
 2. An amount equal to Direct Labor Costs plus overhead for the services of FARNSWORTH GROUP's personnel engaged directly on the PROJECT of \$20,899.10 plus Reimbursable Expenses of \$1,300.00, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of \$0, plus a Fixed Fee of \$3,017.38. The total compensation for services shall be a Maximum Not-to-Exceed amount of \$25,216.48 based on the Cost Estimate and Man-Hour Breakdown attached as Appendix 1.
 3. FARNSWORTH GROUP's Reimbursable Expenses Schedule is attached as Appendix 2.
 4. FARNSWORTH GROUP may alter the distribution of compensation between the individual tasks of the work noted to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved by the CLIENT.
 5. The total compensation for FARNSWORTH GROUP's services incorporates all labor, overhead, fixed fees, reimbursable expenses, and FARNSWORTH GROUP's Consultant's charges.
 6. The portion of the amounts billed for FARNSWORTH GROUP's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the PROJECT during the billing period by FARNSWORTH GROUP's employees

plus overhead, Reimbursable Expenses, FARNSWORTH GROUP's Consultant's charges, and the proportionate portion of the Fixed Fee.

7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed Fee is the lump sum amount paid to FARNSWORTH GROUP by the CLIENT as a margin or profit and will only be adjusted by an amendment to this agreement.
9. Direct Labor Costs and Overhead applied to Direct Labor Costs along with the Maximum Not-to-Exceed Fee will be adjusted annually (as of April 2nd) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
10. Compensation for Reimbursable Expenses
 - a. CLIENT shall pay FARNSWORTH GROUP for all Reimbursable Expenses at rates set forth in Appendix 2.
 - b. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required in Paragraph A for the scope of services above. In addition, if authorized in advance by the CLIENT, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - c. The amounts payable to FARNSWORTH GROUP for Reimbursable Expenses will be the PROJECT-related internal expenses actually incurred or allocated by FARNSWORTH GROUP, plus all invoiced external Reimbursable Expenses allocable to the PROJECT, the latter multiplied by a factor of **1.10**.
 - d. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
11. Other Provisions Concerning Payment
 - a. Whenever FARNSWORTH GROUP is entitled to compensation for the charges of FARNSWORTH GROUP's Sub-Consultants, those charges

shall be the amounts billed by Sub-Consultants to FARNSWORTH GROUP times a factor of 1.10.

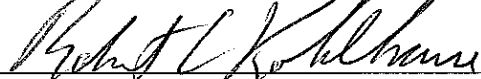
- b. Factors: The external Reimbursable Expenses and FARNSWORTH GROUP's Sub-Consultant's factors include FARNSWORTH GROUP's overhead and profit associated with FARNSWORTH GROUP's responsibility for the administration of such services and costs.
- c. Compensation Amounts:
 - i. FARNSWORTH GROUP's fee amounts that will become payable for specified services are only estimates for planning purposes for establishment of the not-to-exceed maximum fee amount under the Agreement.
 - ii. When compensation amounts have been stated herein and it subsequently becomes apparent to FARNSWORTH GROUP that the total compensation amount thus estimated will be exceeded, FARNSWORTH GROUP shall give the CLIENT notice thereof, allowing the CLIENT to consider its options, including suspension or termination of FARNSWORTH GROUP's services for CLIENT's convenience. Upon notice, the CLIENT and FARNSWORTH GROUP promptly shall review the matter of services remaining to be performed and compensation for such services. The CLIENT shall either exercise its right to suspend or terminate FARNSWORTH GROUP's services for the CLIENT's convenience, agree to such compensation exceeding said maximum fee amount, or agree to a reduction in the remaining services to be rendered by FARNSWORTH GROUP, so that total compensation for such services will not exceed said maximum fee amount when such services are completed. If the CLIENT decides not to suspend FARNSWORTH GROUP's services during negotiations and FARNSWORTH GROUP exceeds the maximum fee amount before the CLIENT and FARNSWORTH GROUP have agreed to an increase in the compensation due FARNSWORTH GROUP or a reduction in the remaining services, then FARNSWORTH GROUP shall be paid for all services rendered hereunder.
- d. To the extent necessary to verify FARNSWORTH GROUP's charges and upon the CLIENT's timely request, FARNSWORTH GROUP shall make copies of such records available to the CLIENT at cost.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.

FARNSWORTH GROUP



Signature

Robert Kohlhasse

Typed Name

Principal

Title

2/9/18

Date

City of Bloomington

CLIENT

Signature

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Shawn Maurer

Principal Contact Typed Name

smaurer@f-w.com, (309) 663-8435

Contact Information (e-mail, phone, etc.)

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)

FIRM NAME
PRIME/SUPPLEMENT

Farnsworth Group, Inc.
Prime

PAYROLL ESCALATION TABLE
FIXED RAISES

DATE 02/12/18
PTB NO. NA

CONTRACT TERM
START DATE 6 MONTHS
RAISE DATE 4/1/2018 4/1/2018

OVERHEAD RATE 177.05%
COMPLEXITY FACTOR 0
% OF RAISE 3.50%

ESCALATION PER YEAR

4/1/2018 - 4/1/2018

0 6

= 0.00%
= 1.0350

4/2/2018 - 10/1/2018

6 6

103.50%

The total escalation for this project would be:

3.50%

PAYROLL RATES

FIRM NAME

Farnsworth Group, Inc. DATE

02/12/18

PRIME/SUPPLEMENT

Prime

PSB NO.

NA

ESCALATION FACTOR

3.50%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Vice President	\$78.73	\$81.49
Senior Engineering Manager/Senior Land Surveying Manager	\$58.87	\$60.93
Senior Technical Manager	\$55.96	\$57.92
Engineering Manager/Land Surveying Manager	\$51.40	\$53.20
Technical Manager	\$49.74	\$51.48
Design Manager/Government Affairs Manager	\$46.13	\$47.74
Senior Project Engineer/Senior Project Land Surveyor	\$44.81	\$46.38
Senior Project Designer/Systems Integration Manager	\$44.63	\$46.19
Project Engineer/Project Land Surveyor	\$39.23	\$40.60
Project Designer/Project Technician	\$36.72	\$38.01
Senior Engineer/Senior Land Surveyor	\$36.46	\$37.74
Senior Designer	\$33.86	\$35.05
Engineer/Land Surveyor	\$32.83	\$33.98
Designer/Computer Specialist/Lead Technician	\$31.56	\$32.66
Engineering Intern II	\$30.81	\$31.89
Chief Technician	\$27.89	\$28.87
Engineering Intern I	\$26.32	\$27.24
Administrative Support	\$26.16	\$27.08
Senior Technician	\$23.65	\$24.48
Technician II	\$20.46	\$21.18
Technician I	\$17.23	\$17.83

Subconsultants

FIRM NAME Farnsworth Group, Inc.
PRIME/SUPPLEMENT Prime
PSB NO. NA

DATE 02/12/18

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------

0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00

Total 0.00 0.00

FIRM	Farnsworth Group, Inc.	DATE	02/12/18
PSB	NA	OVERHEAD RATE	1.7705
PRIME/SUPPLEMENT	Prime	COMPLEXITY FACTOR	0

DBE 0.00%

Task 1: Pre-Construction Conference
Task 2: Shop Drawing Review
Task 3: On-Site Construction Observation
Task 4: Payment Application Processing
Task 5: Record Drawings

COMPANY NAME: Farnsworth Group, Inc.
PTB NUMBER: City of Bloomington, Fleetwood Water Main Observation
TODAY'S DATE: 2/8/2018

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	X	20	\$65.00	\$1,300.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)	X		\$15.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Robotic Total Station	\$22/hr/Unit	X		\$22.00	\$0.00
GPS Equipment	\$22/hr/Unit	X		\$22.00	\$0.00
Misc. Expenses	Lump Sum	X		\$1.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$1,300.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific



GENERAL CONDITIONS
As modified for City of Bloomington Contracts per July 27, 2015
Communication with City Corporate Counsel Jeff Jurgens

Date: February 2018

Client: City of Bloomington

Project: Szarek Drive Water Main Construction
Observation

riots, war, fire, acts of God, injunction, 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.

Standard of Care: Services performed by FARNSWORTH GROUP under this 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 this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this 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 or limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions 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.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 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 this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this 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 this 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

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this 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. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

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 this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this 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 this 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 this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

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 lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement 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,

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 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, **except for cause**, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this 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 PROJECT or the 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 this 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, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

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 this 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 confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential 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 confidential 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.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this 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 and/or any subcontractor 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 CLIENTS'S right to use the documents for municipal purpose, including but not limited to the CLINET'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 consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this 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. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance **in an amount not less than \$1,000,000 per occurrence**, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. **CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage 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 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.

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, **but in no case less than \$2,000,000 per occurrence.** Certificates of insurance shall be provided to CLIENT upon request in writing. **CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage 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 professional acts by FARNSWORTH GROUP and errors or omissions 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 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 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 limits of FARNSWORTH GROUP'S applicable insurance limits—fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("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) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this 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.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement 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. Such fees in the initial year of this 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 this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. 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 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than ~~30~~ 45 days. 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.

Opinions of Cost: 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's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but 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.

~~**Contingency Fund:** CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.~~

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the

services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor 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 this Agreement.

Utilities: CLIENT shall be responsible for designating the location of ~~all~~ **any of CLIENT'S** utility lines and subterranean structures within the property line of PROJECT. CLIENT agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor 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 subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor'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.

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 subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

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 subcontractor 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 subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor 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 subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such **reasonable** measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor 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 subcontractor for any time spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor 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 subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the 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 Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor 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 Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor 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 warrants that the Construction Contractor and Construction Subcontractor shall be made aware 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 subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, 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.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: 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 subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. 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 be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be 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 the 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 the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.





CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Contract in the amount of \$176,409.00 for the Water Main Replacement on Szarek Drive, City Bid No. 2018-26, as requested by the Water Department.

RECOMMENDATION/MOTION: A Contract with George Gildner, Inc. be approved as the low bid for the Water Main Replacement on Szarek Drive in the amount of \$176,409.00, and authorize the Interim City Manager and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Objective 2b. Quality Water for the Long Term. Objective 2e. Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: To maintain the City's complex water system, the water main replacement program prioritizes those mains that are most likely to require attention. The Department performs a risk assessment for water mains that includes various likelihood and consequence of failure factors. These factors, which determine relative risk, are used to determine capital water main projects included in the Department's capital plan. The Water Department analysis indicates that the water main on Szarek Drive needs to be replaced. The Water Department hired Farnsworth Group, Inc., through Council approval on Monday, January 23, 2017 (RFQ 2016-04, Resolution 1610) to prepare the design documents for the water main replacement.

The Water Department budgeted to replace the water main on Szarek Drive with a new 8" ductile iron water main in FY 2018.

Request for bids for the above-mentioned project were advertised and 13 plan sets were picked up by interested contractors. Five sealed bids for the project were opened at 2:00 p.m., February 8, 2018. The following is the summary of the bids received, listed from the lowest to the highest. The bid tabulation is attached.

Engineer's Estimate	\$191,321.00
<i>Bidders Name</i>	<i>Base Bid Amount</i>
*George Gildner, Inc.	\$176,409.00
Opperman Construction	\$194,862.00

Stark Excavating	\$201,267.00
Hoerr Construction	\$247,398.00
GA Rich and Sons Inc.	\$279,512.00

*Recommended, responsible low bidder.

Staff and the design engineering firm, Farnsworth Group Inc., have analyzed the bids and recommend the acceptance of the lowest bid from George Gildner, Inc. in the amount of \$176,409.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The invitation to bid was published on Thursday, January 4, 2018, in the Pantagraph.

FINANCIAL IMPACT: Funds totaling \$330,000 are included in the FY 2018 Budget for this project. The payment for these services are budgeted under the Water Transmission & Distribution–Water Main Construction account (50100120-72540). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on pages 136, 293, 331, 345 and 346.

COMMUNITY DEVELOPMENT IMPACT:

UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Superintendent of Water Distribution

Reviewed by: Robert Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Community Development review by: Bob Mahrt, Interim Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with the first name "Steve" written in a larger, more prominent script than the last name "Rasmussen".

Steve Rasmussen
Interim City Manager

Attachments:

- 2B - Szarek Drive Contract
- 2C - Szarek Drive Bid Tabulation
- 2D - Szarek Drive Bid 2018-26 Packet
- 2E - Szarek Drive Location Map

CITY OF BLOOMINGTON
CONTRACT WITH
George Gildner, Inc.
FOR

Szarek Drive Water Main Replacement

THIS AGREEMENT, dated this 12 day of March, 2018, is between the City of Bloomington (hereinafter "CITY") and George Gildner, Inc. (hereinafter "CONTRACTOR").

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. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY: 2018-26 (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Water Main Replacement

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☒ A flat fee of \$ 176,409.00 as set forth in the Procurement Documents.

☐ Fees as set forth in the Procurement Documents up to the Contract amount of \$ _____.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. 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, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney 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 attorneys' fees.

Section 13. 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 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

George Gildner, Inc.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CITY CLERK
109 EAST OLIVE STREET
BLOOMINGTON, IL 61702-3157
309.434.2240 tel
309.434.2802 fax

RECORD OF BID OPENING FOR:

BID #2018-26
Szarek Drive Water Main Replacement

DATE: February 8, 2018

TIME: 2:00 p.m.

Rec'd Date/Time & Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Addendum #1	Addendum #2	TOTAL BID
2/8 dM 1:15PM	GA Rich and Sons Inc.	Deer Creek, IL	✓	✓	✓	✓		\$ 279,512.00
2/8 dL 1:40PM	Stark Excavating	Bloomington, IL	✓	✓	✓	✓	✓	\$ 201,267.00
2/8 AL 1:41PM	Hoerr Construction	Goodfield, IL	✓	✓	✓	✓	✓	\$ 247,398.00
2/8 dM 1:44PM	George Gibner, Inc	Bloomington, IL	✓	✓	✓	✓	✓	\$ 176,409.00
2/8 dM 1:53PM	OPPERMAN Construction	Pontiac, IL		✓	✓	✓	✓	\$ 194,862.00

WITNESSES:

[Signature: Brenda Alder]
[Signature: Bill R. Alder]
[Signature: Carol Alder]

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

City of Bloomington

Bid #2018-26

Szarek Drive Water Main Replacement

December 2017

Project Manual

**LEGAL NOTICE OF
INVITATION TO BID
CITY OF BLOOMINGTON, ILLINOIS**

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Tuesday, January 30, 2018 at 2:00 P.M. Central Time**, at which time they will be publicly opened and read for the following:

**BID #2018-26
Szarek Drive Water Main Replacement**

A pre-bid meeting/site visit will be held on Thursday, January 11, 2018 at 11:00 a.m. central time, at the Water Department located at 603 W. Division Street, Bloomington, Illinois, 61701. It is highly suggested that interested parties attend. Immediately following the Pre-Bid meeting there will be a site visit. This is the only time scheduled for a site visit.

Bid documents are to be obtained from the City of Bloomington Procurement Services by sending an email to procurement@cityblm.org. Respondents must provide their complete name, company name, street address, telephone number, fax number and their email address. Bid documents may also be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central time. Only contractors recorded with the City, as a bona fide plan holder, are eligible for the contract award.

The City of Bloomington reserves the right to reject any and all bids and to waive technicalities.

The City of Bloomington requires all contractors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award.

Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

Carla Murillo, Procurement Manager

Published **Thursday, January 4, 2018** Bloomington, Illinois

**CITY OF BLOOMINGTON
SZAREK DRIVE WATER MAIN REPLACEMENT**

Table of Contents

BIDDING DOCUMENTS	<u>PAGE</u>
Section 00020 - Notice of Advertisement for Bids.....	00020 – 1-2
EJCDC C-200 - Instructions for Bidders	C-200-1-12
EJCDC C-410 – Bid Form.....	C-410– 1-7
EJCDC C-430 - Bid Bond (Penal Sum Form)	C-430 – 1-2
City of Bloomington Invitation to Bid.....	1-32
EJCDC C-510 – Notice of Award	C-510 – 1
 CONTRACT DOCUMENTS	
EJCDC C-520 – Agreement.....	C-520 – 1-8
EJCDC C-550 – Notice to Proceed.....	C-550 – 1
EJCDC C-610 - Performance Bond.....	C-610 -1-3
EJCDC C-615A – Payment Bond.....	C-615A – 1-3
 CONTRACT ADMINISTRATION FORMS	
EJCDC C-620 - Contractors Application for Payment.....	C-620– 1-4
EJCDC C-625 - Certificate of Substantial Completion	C-625 – 1-2
EJCDC C-700 – General Conditions	C-700 – 1-62
EJCDC C-800 – Supplementary Conditions.....	C-800 – 1-9
EJCDC C-940 - Work Change Directive.....	C-940 – 1
EJCDC C-941 - Change Order	C-941– 1-2
EJCDC C-942 – Field Order.....	C-942 – 1
 SPECIFICATIONS	
Section 01100 – General.....	01100 – 1-2
Section 01300 – Submittals	01300 – 1-6
Section 01600 – Unit Price Work	01600 – 1-14

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

SUGGESTED INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
Article 1 – Defined Terms	1
Article 2 – Copies of Bidding Documents	1
Article 3 – Qualifications of Bidders	1
Article 4 – Examination of Bidding Documents, Other Related Data, and Site	1-4
Article 5 – Pre-Bid Conference	4
Article 6 – Site and Other Areas.....	4
Article 7 – Interpretations and Addenda	5
Article 8 – Bid Security	5
Article 9 – Contract Times	5
Article 10 – Liquidated Damages.....	5
Article 11 – Substitute and “Or-Equal” Items.....	5-6
Article 12 – Subcontractors, Suppliers and Others	6
Article 13 – Preparation of Bid	6-7
Article 14 – Basis of Bid; Comparison of Bids	7-8
Article 15 – Submittal of Bid	8
Article 16 – Modification and Withdrawal of Bid.....	8
Article 17 – Opening of Bids.....	9
Article 18 – Bids to Remain Subject to Acceptance.....	9
Article 19 – Evaluation of Bids and Award of Contract.....	9
Article 20 – Contract Security and Insurance	10
Article 21 – Signing of Agreement	10
Article 22 – Sales and Use Taxes.....	10
Article 23 – Retainage	10
Article 24 – Contracts to be Assigned.....	10
Article 25 – Partnering.....	10

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the ~~deposit~~ sum, if any, stated in the advertisement or invitation to bid must be obtained from the City of Bloomington Procurement Services by sending an email to procurement@cityblm.org or from the office of the City Clerk. ~~The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.~~

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within ten (10) days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, and present commitments, and such other data deemed necessary by Owner or Engineer.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

- 4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as

utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- J. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-Bid conference will be held at the time and place as indicated on the Advertisement For Bids. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions..
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal”

item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Engineer, Farnsworth Group, Inc.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each unit price item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.12 Bids will only be received from bidders who have obtained the project documents, including bid forms, directly from the Owner or Engineer. Bids submitted on forms obtained from other sources will not be accepted.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:
 - A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.”

A mailed Bid shall be addressed to:

Bloomington City Clerk’s Office
109 E Olive Street
Bloomington, Illinois 61701

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from IL state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – CONTRACTS TO BE ASSIGNED – NOT APPLICABLE

- 24.01 Owner as "Buyer" ~~[has executed] [will execute]~~ a contract with _____ as "Seller" for the procurement of goods and special services for _____. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "Seller," who will become a Supplier to Contractor.
- 24.02 Bidders may examine the contract documents used by the Owner for the procurement of goods and special services for _____ at _____.

ARTICLE 25 – PARTNERING – NOT APPLICABLE

- 25.01 Owner intends to participate in a partnering process with Contractor. The process is intended to help develop better and more effective communication and mutual understanding of common goals. The objectives of the process will be to achieve effective and efficient performance of the Work and completion of the Work within the Contract Price and Contract Times, all in accordance with the Contract Documents.

- ~~25.02 Participation in the partnering process will be voluntary. To initiate the process, within ____ days after the Notice to Proceed the key personnel of Owner, Engineer, Contractor, and Contractor's major Subcontractors will be invited to attend a one-day seminar followed by a one-day team building workshop to develop a partnering statement. The seminar and the workshop will be conducted by a neutral facilitator at a time and location agreed to by Owner and Contractor in the general vicinity of the Site.~~
- ~~25.03 The facilitator will be selected by Owner, subject to approval by Contractor. Costs of the facilitator and facilities for the initial seminar and workshop will be paid by Owner. Thereafter, all facilitator related and facilities costs will be shared equally by Owner and Contractor with no change in the Contract Price. Each party will pay all costs associated with the participation of its own personnel.~~
- ~~25.04 It is intended that the initial seminar and workshop sessions be followed by periodic half-day evaluation sessions approximately every 90 days as agreed to by Owner and Contractor.~~
- ~~25.05 A primary objective of the partnering process is to maximize the potential for resolution of disputes in a timely and non-adversarial manner. The use of alternative dispute resolution (ADR) methods will be encouraged in order to promote and maintain amicable working relationships among the parties. In the event that ADR procedures are unsuccessful, the dispute resolution provisions set forth in the Contract Documents will be employed.~~
- ~~25.06 These provisions express the intent and spirit of the partnering process, and nothing stated herein or in the partnering statement shall change in any way the rights, responsibilities, and obligations of the parties as set forth in the Contract Documents. The partnering statement will not be a part of the Contract Documents and will not modify any defense, claim, obligation, or right that otherwise exists.~~

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

BID FORM

City of Bloomington

SZAREK DRIVE WATER MAIN REPLACEMENT

TABLE OF CONTENTS

Page

Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid	4
Article 6 – Time of Completion	5
Article 7 – Attachments to This Bid.....	5
Article 8 – Defined Terms	5
Article 9 – Bid Submittal.....	6

BID FOR:

CITY OF BLOOMINGTON
SZAREK DRIVE WATER MAIN REPLACEMENT

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Bloomington City Clerk's Office
109 E. Olive Street
Bloomington, Illinois 61701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Base Bid Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	BASE BID				
	ITEM	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
1	CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT	LF	10		
2	DRIVEWAY REMOVAL & REPLACEMENT, TYPE A	SQ YD	15		
3	DRIVEWAY REMOVAL & REPLACEMENT, TYPE C	SQ YD	75		
4	DI WM FITTINGS, 8X8 INCH TEE	EACH	1		
5	DI WM FITTINGS, 8X6 INCH TEE	EACH	3		
6	DI WM FITTINGS, 45 DEG BEND - 8 INCH	EACH	6		
7	EROSION CONTROL	LUMP SUM	1		
8	HYDRANT ASSEMBLY, 6 INCH	EACH	2		
9	MOBILIZATION	LUMP SUM	1		
10	PAVEMENT REMOVAL & REPLACEMENT, TYPE A	SQ YD	552		
11	PAVEMENT REMOVAL & REPLACEMENT, TYPE B	SQ YD	15		
12	PAVEMENT REMOVAL & REPLACEMENT, TYPE C	SQ YD	4		
13	PRE-CONSTRUCTION VIDEO	LUMP SUM	1		
14	RESILIENT WEDGE GATE VALVE, 8 INCH	EACH	3		
15	RESILIENT WEDGE GATE VALVE, 6 INCH	EACH	2		
16	SEEDING & RESTORATION	LUMP SUM	1		
17	STORM SEWER WMQ 12 INCH – CONTINGENCY ITEM	LF	50		
18	TAPPING VALVE & SLEEVE, 8 INCH	EACH	2		
19	TAPPING VALVE & SLEEVE, 6 INCH	EACH	1		
20	TILE REPAIR 8 IN DIA OR LESS - CONTINGENCY ITEM	LF	50		
21	TILE REPAIR 8 IN DIA TO 14 IN DIA - CONTINGENCY ITEM	LF	50		
22	TRAFFIC CONTROL	LUMP SUM	1		
23	TRENCH BACKFILL	CU YD	560		

24	WATER MAIN, DI CL 52, 8 INCH	LF	1121		
25	WATER MAIN, DI CL 52, 6 INCH	LF	19		
26	WATER MAIN ENCASEMENT – CONTINGENCY ITEM	LF	100		
27	WATER SERVICE, SHORT SIDE 1"	EACH	7		
28	WATER SERVICE, LONG SIDE 1"	EACH	6		
	TOTAL BASE BID PRICE (USE FIGURES):				

TOTAL BASE BID PRICE (USE WORDS):

DOLLARS

5.02 Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of 5% of Bidder's maximum Bid price;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. City of Bloomington Invitation to Bid

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Illinois is ____ / ____ / ____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

BID

Bid Due Date:

Description (*Project Name and Include Location*):

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



INVITATION TO BID

BID #2018-26 Szarek Drive Water Main Replacement

Mailing Address: Office of the City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Contact Person(s): Brett Lueschen
Superintendent of Water Distribution
blueschen@cityblm.org

Carla Murillo
Procurement Manager
cmurillo@cityblm.org
309-434-2277

Bids Due: **Tuesday, January 30, 2018 at 2:00 P.M. Central Time**

CITY REQUIREMENTS TABLE OF CONTENTS

Cover Page	1
Table of Contents	2
Invitation to Bid/Legal Notice	3
Background	4
Bid Identification	4
Definitions	4
Questions	4
Bid Package	4
Rejection of Bids	4
Bid Submission	4
Non-Discrimination	5
Ex Parte Communication	5
No Bid	5
Delivery	5
Full Pricing and Contingencies	5
Payment Terms	5
Bid Evaluation	5
Quality	6
Recourse for Unsatisfactory Materials	6
Investigation	6
Proof of License, Permit, Etc.	6
Bid Form	6
Specification	6
Alternates	6
Brand Name, Model, Scope of Work, etc.	6
Default by Contractor	6
Bid Opening	7
Performance & Payment Bonds	7
Bid Bond	7
Cancellation	7
Withdrawal of Bid	7
Rejection of Bids, Waivers of Irregularity	7
Protests	8
Prevailing Wage	8
Certified Payroll Requirements	8
Substance Abuse Prevention	8
OSHA Requirements	8
Local Preference Policy	9
Security	9
Equal Opportunity Guidelines	9
Indemnification	9
Insurance Requirements	10
Gift Ban Act	11
Vendor Compliance	11
Insurance	11
Local Preference Policy Certification	12
References	13
EEO Statement	14
EEO Letter	15
Contract Compliance Report Forms	16
Prevailing Wage Resolution	20
Prevailing Wage Rates	22
Variance Form	25
Bid Form	26
Bid Checklist	27
Tentative Bid Schedule	27

**LEGAL NOTICE OF
INVITATION TO BID
CITY OF BLOOMINGTON, ILLINOIS**

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Tuesday, January 30, 2018 at 2:00 P.M. Central Time**, at which time they will be publicly opened and read for the following:

**BID #2018-26
Szarek Drive Water Main Replacement**

A pre-bid meeting/site visit will be held on Thursday, January 11, 2018 at 11:00 a.m. central time, at the Water Department located at 603 W. Division Street, Bloomington, Illinois, 61701. It is highly suggested that interested parties attend. Immediately following the Pre-Bid meeting there will be a site visit. This is the only time scheduled for a site visit.

Bid documents are to be obtained from the City of Bloomington Procurement Services by sending an email to procurement@cityblm.org. Respondents must provide their complete name, company name, street address, telephone number, fax number and their email address. Bid documents may also be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central time. Only contractors recorded with the City, as a bona fide plan holder, are eligible for the contract award.

The City of Bloomington reserves the right to reject any and all bids and to waive technicalities.

The City of Bloomington requires all contractors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award.

Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

Carla Murillo, Procurement Manager

Published **Thursday, January 4, 2018** Bloomington, Illinois

TERMS AND CONDITIONS FOR BIDDERS

BACKGROUND: The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis and 64 miles northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The results of the 2010 Census shows the City now has a population of 76,610 citizens. The economic strength of the City of Bloomington metropolitan area is well diversified with no single dominating industry.

BID IDENTIFICATION: Bidders are required to legibly write the bid number, bid name and due date in the lower left corner. Do **not** submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

DEFINITION: "City" shall mean the City of Bloomington, Illinois.

QUESTIONS: Questions regarding bid/proposal procedures shall be directed to Carla Murillo, Procurement Manager, during regular working hours, telephone 309-434-2277.

Questions regarding the technical nature or performance expectations of the equipment, material, or service in the bid shall be submitted in writing to:

Brett Lueschen, Superintendent of Water Distribution, at blueschen@cityblm.org

And

**Misty Shafer, Procurement Specialist, at mshafer@cityblm.org or
Fax (309) 434-2874**

Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes.

BID PACKAGE: If you have obtained this bid from the City of Bloomington web site or from a source other than directly from Procurement Services or the City Clerk, you are not on record as a plan holder. The Procurement Office takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with the Procurement Office, or with the City Clerk's office prior to submitting your bid to ensure that you have a complete, up-to-date package. The original bid document maintained and on file in the City Clerk's office shall be considered the official "copy". Copies of all addenda shall be attached to the bid document as proof of receipt.

One original and three copies of the complete bid packet should be submitted to:

Bloomington City Clerk's Office
109 E. Olive Street
Bloomington, Illinois 61701

REJECTION OF BIDS: The City of Bloomington reserves the right to reject any and all bids and to waive technicalities and to accept that bid which is to be considered to be in the best interest of the City. Any such decision shall be considered final.

BID SUBMISSION: Submit (1) original and (3) copies of the entire bid packet

NON-DISCRIMINATION: The City of Bloomington requires all contractors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Contractors shall comply with the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102 and constituting of a written EEO policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The contractor must have a written sexual harassment policy, which meets Illinois Compiled State Statutes, 775 ILCS, 15/3.

EX PARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Purchasing Agent or designated contact person only. The Purchasing Agent will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal and repeat offenders may be disqualified from future projects.

NO BID: Contractors who are not able to submit a bid for this service, but wish to receive bid tabulation or to be assured of remaining on the City's bid list for similar services should clearly indicate on the envelope the designation “NO BID”. Envelopes so marked will not be considered as a formal bid, but the contents will be responded to in the appropriate manner by City of Bloomington staff. The City will issue a purchase order to the successful Contractor.

DELIVERY: F.O.B. Bloomington, IL FREIGHT PREPAID.

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the City Procurement Manager may be considered a breach of faith.

FULL PRICING AND CONTINGENCIES: Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful bidder to the bid pricing. Additional charges for contingencies discovered by the bidder at any time after the date of the opening of this bid may not be considered for payment by the City. All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid. In case of error in the extension of prices, the unit price shall govern.

PAYMENT TERMS: If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

BID EVALUATION: Bids will be evaluated and awarded to the lowest responsible, responsive bidder. The quality of the products/services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award. The City will be the sole judge of acceptability of any products offered.

QUALITY: The scope of work or specification is intended to procure a quality product or service. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The City will be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments be made.

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, may be returned at the Bidder's risk and expense.

RECOURSE FOR UNSATISFACTORY MATERIALS: Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder at no additional charge.

INVESTIGATION: Bidders must acquaint themselves with the policies of the City, and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the bid submission deadline. It is the Bidder's responsibility to check with City Clerk prior to submitting their bid to ensure that they have received all Addenda issued.

PROOF OF LICENSE, PERMIT, ETC.: Bidders must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., or the ability to obtain any applicable Federal/State/Local permits, licenses, certifications, etc., within a reasonable time after the bid award and prior to the performance of the work. It is the bidder's responsibility to inquire about requirements of performing the job with the requesting department contact person.

BID FORM: This entire package shall be returned complete and intact with all information requested and all questions answered. Failure to do so may be considered grounds for rejection of the bid. The amount of the bid shall be stated on the form(s) provided. Variations from the Specification shall be noted on a separate sheet of paper. If more space is required to furnish a description of the service offered or delivery/start terms, the contractor may attach a letter hereto, which will be made a part of the bid.

SPECIFICATION: The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders whose items, in the opinion of the City, meets or exceeds performance in these areas.

ALTERNATES: Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the City Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

BRAND NAME, MODEL, SCOPE OF WORK: All Bidders shall include with their bid brand names, models, catalog numbers, and complete information about the items they are offering. **Manufacturer's Safety Data Sheets, MSDS, are required for all chemical Bids.** Failure to do so may be considered grounds for rejection of the bid-

DEFAULT BY CONTRACTOR: In the event of default by contractor, the City reserves the right to procure the services from other sources, and hold the contractor liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Bloomington.

BID OPENING: Telephone/Fax/Verbal Offers Will Not Be Accepted.

Bids shall be publicly opened and read at the time and date set. It is the responsibility of the contractor to see that the bid is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Bids received after the time and date set may be returned unopened to the Contractor. This includes Bids not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the bid opening, sealed bids will be accepted on the next business day of the City, up to the originally scheduled time.

PERFORMANCE BOND & PAYMENT BONDS: The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award. The Performance Bond and Payment Bond shall be duly authorized by a company licensed to do business in the State of Illinois.

BID BOND: Bids in excess of \$50,000 must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a commonly accepted Bid bond form from a guaranty or surety company. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered complete unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

CANCELLATION: Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will provide a written notice of unsatisfactory performance and the contractor will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory control. If at the end of the stated time to correct, the City may deem that the contractor performance is still unsatisfactory, the contract may be canceled. The exercise of its right of cancellation shall not limit the City's right to seek any other remedies allowed by law.

WITHDRAWAL OF BID: A contractor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, will be submitted in writing and will be supported by a written determination made by the Procurement Manager.

REJECTION OF BIDS, WAIVERS OF IRREGULARITY: The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final.

PROTESTS: Any actual or prospective contractor who is aggrieved in connection with this proposal or award may protest to the City Manager within ten (10) days of the award. The protest must be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts.

PREVAILING WAGE: The State of Illinois requires under public works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with the Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the most current monthly prevailing wage rates by County is posted on the Illinois Department of Labor website at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/2016-Rates.aspx>. Note that the Prevailing Wage rates change monthly and it is the contractor's responsibility to ensure the correct wage is paid.

As a prerequisite of awarding construction contracts in excess of \$100,000.00, contractor(s) will provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515): Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate for that County and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor. The certified payroll records must include for every worker employed on the public works project, the name, address, telephone number, social security number, job classification, hourly wages paid in each period, number of hours worked each day, and starting and ending time of each work day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT: The successful bidder must be in compliance with the State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed in a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

OSHA REQUIREMENTS: The Occupational Safety and Health Act of 1970 (OSHA), "guarantees workers the right to a safe and healthful workplace." Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to its employees."

There are times when the City must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the City must perform their duties in a manner that is compliant with all State and Federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all State and Federal health and safety laws,

regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency and the Department of Transportation.

LOCAL PREFERENCE POLICY: The City of Bloomington has adopted a Local Preference Purchasing Policy that is applicable in the City's competitive bidding processes, except in situations where external funding sources do not permit local preference purchasing allowances, in situations where the goods or services being purchased are available through a cooperative purchasing program, or where waived by the City. Bidders should complete the Local Preference Purchasing Policy Certificate if bidder qualifies as a local bidder under the Policy. The Policy is in place to address, in part, responsiveness and related concerns of the City. After submission, but prior to award, an offeror claiming local preference will be required to submit evidence demonstrating all the criteria for local preference is met.

SECURITY: The contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The contractor further represents and warrants to the City that the contractor and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The contractor hereby agrees to defend, indemnify and hold harmless the City of Bloomington, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

EQUAL OPPORTUNITY GUIDELINES: The City requires all contractors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non-job-related disabilities. This program was approved by the City Council on May 27, 1974. In accordance with this program the City shall require that the contractor be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309/434-2218.

INDEMNIFICATION: Contractor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

CITY OF BLOOMINGTON, IL
GENERAL INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS/BIDS

Prior to the commencement of work governed by any contract between the **CITY** and the contractor, the contractor shall provide the **CITY** satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the **CITY**, its employees and officials as additional named insured's will be required and will also denote the description of the job. **The contractor's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A- VIII Best's Rating. The Contractor's program shall hold the **CITY**, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

General Liability - \$4,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$2,000,000 GL annual aggregate and will include:

- Medical payments - \$5,000
- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

Workers' Compensation and Employer's Liability –

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

Automobile Liability - \$1,000,000 Bodily Injury and Property Damage (CSL)

(Owned, Non-owned and Hired vehicles should be included) and include \$10,000 medical pay per passenger.

Umbrella Liability Coverage - \$3,000,000 each occurrence, \$3,000,000 aggregate

(These limits will be excess over all underlying coverage documents and would be the minimum required).

Increased limits may be required on “larger contracts” and would be at the discretion, and approval of the, CITY’S legal counsel.

All Liability (General Liability/Auto) insurance certificates should include a “blanket additional insured” endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

GIFT BAN ACT: I certify that _____ (print company name), its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the “Gift Ban Act”). The Act is available online at: <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000> under.

I further certify that as a bidder, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at <http://www.cityblm.org/code.asp?show=section&id=3450>.

Print Name & Date

Authorized Signature

Vendor Compliance with Public Act 85-1295: The vendor certifies by signing this statement that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Print Name & Date

Authorized Signature

Company Name

Insurance: Vendors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The vendor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee.

Furthermore, the vendor hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's employees or third parties.

Print Name & Date

Authorized Signature

Company Name

LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION

The City of Bloomington has adopted a local preference purchasing policy. Under the terms of the policy local contractors may be granted a pre-determined preference in competitive bidding situations. Bids from qualified local bidders may receive the following adjustment to the submitted bid:

1. 5% up to a maximum of \$2,500 on bids of \$10,000 up to \$50,000;
2. 4% up to a maximum of \$10,000 on bids of up to \$250,000;
3. 3% up to a maximum of \$30,000 on bids of up to \$1,000,000; and
4. \$50,000 on bids of over \$1,000,000.

For purposes of comparison and consideration in awarding contracts the preferential discount will be applied to the low bid of all qualified local bidders when determining the lowest responsible bid. The City Council reserves the right to waive or amend the local preference purchasing policy in connection with any bid, when it deems it in the best interest of the citizens of Bloomington.

A Local Bidder is defined as any business that meets all of the following criteria:

1. The business has established and maintained a physical presence within the County of McLean, via the ownership or lease of a building or a portion of a building for a period of not less than 12 consecutive months; and
2. The business employs a minimum of two full time employees at the McLean County location and those employees spend the majority of their work day and work week at the McLean County location; and
3. The business is legally authorized to conduct business within the State of Illinois and the County of McLean.

The undersigned hereby certifies to the City of Bloomington that it is a Local Bidder as defined above and qualifies for the Local Bidder Preference pursuant to the City of Bloomington Local Preference Purchasing Policy.

Print Name & Date

Authorized Signature

Company Name

REFERENCES:

Three (3) references are **required** with your bid. The references shall be from three different sources where you have provided the minimum specifications as required in this bid. Bidder may use the City of Bloomington as one reference if the Bidder has provided this equipment or service to the City since January 1, 2010

(1.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

(2.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

(3.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), or the City of Bloomington's Contract Compliance Program, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, including the City of Bloomington, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute, ordinance or regulation. During the performance of this contract, the contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission or Human Relations Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.



Community Relations
109 E. Olive St.
Bloomington, IL 61701-3157
(309) 434-2215 (TTY) 829-5115

To Whom It May Concern:

The City of Bloomington's Equal Opportunity in Purchasing Ordinance and the Bloomington Human Relations Ordinance requires that any company doing business with the City in the excess of \$25,000 during one year, must submit an Equal Opportunity Report Form or an Equal Opportunity Plan.

It is my understanding that your company will be or are presently a contractor for the City of Bloomington. In order for this office to approve your company to continue to conduct business with the City of Bloomington, all of the enclosed forms must be submitted to the Community Relations Division within 14 days after receipt of the requested information. If you are bidding for the opportunity to work for the City of Bloomington, the Contract Compliance Report Form enclosed in the bid packet must be completed, signed and returned in the bid packet.

Please complete the enclosed information in its entirety and return it to the Community Relations Office or with your bid packet. If your company has an approved Equal Opportunity Plan, you may submit it instead of completing the enclosed Contract Compliance Form. You must also include a breakdown of your present workforce by race and gender.

If the information requested is not submitted, your company may not be approved to do business with the City of Bloomington and could subsequently not be placed on the "Approved Contractor List."

If you should have any questions regarding either of the forms, please feel free to contact me at (309) 434-2215.

Sincerely,

HR Representative
Equal Opportunity Associate

**CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION**

**City of Bloomington
Community Relations Division
109 E. Olive Street
Bloomington, IL 61701**

(309) 434-2215

(309) 434-2831 (Fax)

Failure to properly complete this form prior to the execution of a contract with the City of Bloomington, or within 7 days after a request for submission of this report, may result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Bloomington.

Section I. Identification

1. Company Name and Address:

Name: _____

D/b/a: _____

Address: _____

City/State/Zip: _____

Telephone Number(s) Area Code: _____

Check one of the following:

Corporation Partnership Individual Proprietorship Limited Liability Corp.

2. Name and Address of the Company's Principal Office (answer only if not the same as above).

Name: _____

Address: _____

City/State/Zip: _____

3. Major activity of your company (product or service):

Section II. Policies and Practices

Description of EEO Policies and Practices

- A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES _____ NO _____

- B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.

Name: _____

Title: _____

Telephone: _____

- C. Has the Company developed a written Equal Opportunity Plan? **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES _____ NO _____

- D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES _____ NO _____

- E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES _____ NO _____

- F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES _____ NO _____

- G. Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontractors or purchase orders?

YES _____ NO _____

H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES _____ NO _____

I. Does the Company have collective bargaining agreements with labor organizations?

YES _____ NO _____

J. Has the labor organization been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES _____ NO _____

Section III. Employment Information

A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.

B. Job Classifications (See descriptions attached)

C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location).

D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

Section IV. Certification

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

Signature:	Print Name & Title	Telephone Number	Date

**CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION**

**CONTRACT COMPLIANCE
WORKFORCE ANALYSIS**

Job Categories	Overall Totals		White(Not Of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic of Latino		Asian of Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers												
Professionals												
Technicians												
Office & Clerical												
Craft Workers (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
TOTAL												

M= Male, Column B is sum of rows D, F, H, J, and L

F= Female, Column C is sum of Rows E, G, I, K, and M

Date of above: _____

Name of person that compiled the above data: _____

ORDINANCE NO. 2017 - 51

AN ORDINANCE OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS WITH THE CITY OF BLOOMINGTON

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT ORDAINED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, last determined and as show on the attached McLean County Prevailing Wage Rates for June 2017, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT ORDAINED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are

not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT ORDAINED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Ordinance; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT ORDAINED that the City Clerk shall mail a copy of this Ordinance to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT ORDAINED that the City Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois; and

BE IT ORDAINED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Ordinance and that it is the effective prevailing wage determination of this public body.

ADOPTED this 26th day of June, 2017

APPROVED this 27th day of June, 2017

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

Prevailing Wage rates for McLean County effective Sept. 1, 2017																				
Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training								
ASBESTOS ABT-GEN	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80								
ASBESTOS ABT-GEN	ALL	HWY		33.04	33.59	1.5	1.5	2	7.80	14.20	0.00	0.80								
ASBESTOS ABT-MEC	ALL	BLD		32.78	35.28	1.5	1.5	2	12.12	11.70	0.00	0.72								
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40								
BRICK MASON	ALL	BLD		30.57	32.07	1.5	1.5	2	9.40	13.02	0.00	0.79								
CARPENTER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55								
CARPENTER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52								
CEMENT MASON	ALL	ALL		32.12	33.12	1.5	1.5	2	6.30	15.32	0.00	0.60								
CERAMIC TILE FNSHER	ALL	BLD		30.86	30.86	1.5	1.5	2	9.40	10.57	0.00	0.77								
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44								
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30								
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49								
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31								
ELECTRICIAN	ALL	BLD		36.00	39.60	1.5	1.5	2	7.06	10.79	0.00	1.00								
ELECTRONIC SYS TECH	ALL	BLD		30.97	32.97	1.5	1.5	2	6.95	8.63	0.00	0.40								
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60								
FENCE ERECTOR	E	ALL		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64								
GLAZIER	ALL	BLD		34.87	34.87	1.5	1.5	1.5	10.50	7.70	0.00	1.25								
HT/FROST INSULATOR	ALL	BLD		43.70	46.20	1.5	1.5	2	12.12	12.96	0.00	0.72								
IRON WORKER	E	ALL		32.61	34.51	1.5	1.5	2	10.64	11.67	0.00	0.90								
IRON WORKER	W	BLD		32.41	34.31	1.5	1.5	2	10.66	15.47	0.00	0.54								
IRON WORKER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64								
LABORER	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80								
LABORER	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80								
LABORER, SKILLED	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80								

LABORER, SKILLED	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LATHER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
MACHINERY MOVER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
MARBLE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
MILLWRIGHT	ALL	BLD		31.74	33.99	1.5	1.5	2	8.45	17.79	0.00	0.54
MILLWRIGHT	ALL	HWY		33.59	35.33	1.5	1.5	2	8.20	16.95	0.00	0.52
OPERATING ENGINEER	ALL	BLD	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
PAINTER	ALL	ALL		35.35	37.35	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	BLD		33.00	35.25	1.5	1.5	2	8.45	17.10	0.00	0.54
PILEDRIIVER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
PIPEFITTER	ALL	BLD		41.85	45.89	1.5	1.5	2	7.10	12.15	0.00	1.55
PLASTERER	ALL	BLD		30.00	32.00	1.5	1.5	2	8.40	17.74	0.00	0.80
PLUMBER	ALL	BLD		41.85	46.04	1.5	1.5	2	7.10	12.15	0.00	1.55
ROOFER	ALL	BLD		31.00	32.55	1.5	1.5	2	9.00	9.20	0.00	0.30
SHEETMETAL WORKER	ALL	BLD		32.75	34.39	1.5	1.5	2	9.37	16.46	0.00	0.80
SIGN HANGER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STEEL ERECTOR	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
TERRAZZO FINISHER	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
TERRAZZO MASON	ALL	BLD		32.61	32.61	1.5	1.5	2	9.40	10.57	0.00	0.78
TILE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
TRUCK DRIVER	ALL	O&C	1	28.02	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	2	28.43	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25

TRUCK DRIVER	ALL	O&C	3	28.62	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	28.88	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	29.64	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	N	ALL	1	37.91	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	2	38.06	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	3	38.26	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	4	38.46	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	S	ALL	1	36.15	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	2	36.67	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	3	36.91	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	4	37.25	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	5	38.23	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which

PLEASE USE THIS FORM TO PROVIDE THE VARIANCE FOR ANY ITEMS IN THE SPECIFICATION: (form may be duplicated)

[illegible]

CITY OF BLOOMINGTON BID FORM ACKNOWLEDGEMENT

BID #2018-26 Szarek Drive Water Main Replacement

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity and/or services as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2017-51 is acknowledged.

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

Firm

Authorized Signature

Address

City

State

Zip

Phone Number

Date

Email Address: _____

BID CHECKLIST:

1. Return the entire packet – not just your response
2. Sign and Attach all addenda if any were issued
3. Sign and date all required forms
4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.
5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due
6. Your (1) original and (3) required copies
7. Bid Bond
8. Anything relative to this bid

TENTATIVE BID SCHEDULE:

A. The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the bid process.

Action	Due Date	Due Time
BID Released	Thursday, January 4, 2018	N/A
Pre-Bid / Site Visit	Thursday, January 11, 2018	11:00 A.M. Central Time
Questions Due to City	Tuesday, January 16, 2018	3:00 P.M. Central Time
Response from City	Tuesday, January 23, 2018	4:00 P.M. Central Time
BIDS Due	Tuesday, January 30, 2018	2:00 P.M. Central Time
Anticipated Award Date	Monday, February 26, 2018	N/A

B. Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes. Submit questions regarding the bid in writing to Brett Lueschen, Superintendent of Water Distribution, at blueschen@cityblm.org and Misty Shafer, Procurement Specialist, at mshafer@cityblm.org **no later than 3:00 P.M., Central Time, on Tuesday, January 16, 2018.**

Notice of Award

Date: _____

Project:

Owner: City of Bloomington

Owner's Contract No.:

Contract:

Engineer's Project No.:

Bidder:

Bidder's Address:

You are notified that your Base Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____.

The Contract Price of your Contract is _____ Dollars (\$_____).

5 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

5 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 5 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

By: _____

Title

Copy to Engineer

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Bloomington (“Owner”) and
____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. Installation of new water main and other necessary appurtenances.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

A. CITY OF BLOOMINGTON – SZAREK DRIVE WATER MAIN REPLACEMENT

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Farnsworth Group, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01 A. below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. Established unit prices shall be per the attached SCHEDULE OF PRICES.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 2nd Monday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General

Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less such amounts as Engineer shall determine in accordance with Paragraph 14.02B.5. of the General Conditions.~~

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at 1.0% per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 8, inclusive).
 2. Performance bond (pages C610 - 1 to C610 - 3, inclusive).
 3. Payment bond (pages C615A - 1 to C615A - 3, inclusive).
 4. Bid bond (pages C430-1 to C430-2, inclusive).
 5. General Conditions (pages C700 - 1 to C700 - 62, inclusive).

6. Special Provisions (pages C800 – 1 to C800 - 9, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 8 sheets with each sheet bearing the following general title: CITY OF BLOOMINGTON, SZAREK DRIVE WATER MAIN REPLACEMENT.
9. Addenda (numbers X to 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Schedule of Prices.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: City of Bloomington

CONTRACTOR

By: _____
Title: _____

By: _____
Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

SCHEDULE OF PRICES

Notice to Proceed

Date: _____

Project:

Owner: City of Bloomington

Owner's Contract No.:

Contract:

Engineer's Project No.:

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is 90, and the number of days to achieve readiness for final payment is 120.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

1. Provide a Progress Schedule
2. Attend a Preconstruction Conference

Owner: City of Bloomington

Given by:

Authorized Signature

Title

Date

Copy to Engineer

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Bloomington

109 E. Olive

Bloomington, IL 61701

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Bloomington
109 E. Olive
Bloomington, IL 61701

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other*):

Contractor's Application for Payment No. _____

Application Period:		Application Date:
To (Owner) City of Bloomington	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
Number		
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$
2. Net change by Change Orders.....	\$
3. Current Contract Price (Line 1 ± 2).....	\$
4. TOTAL COMPLETED AND STORED TO DATE	
(Column F on Progress Estimate).....	\$
5. RETAINAGE:	
a. ☒ Work Completed.....	\$
b. ☒ Stored Material.....	\$
c. Total Retainage (Line 5a + Line 5b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
8. AMOUNT DUE THIS APPLICATION.....	\$
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G on Progress Estimate + Line 5 above).....	\$

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
-----	-------

Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
is recommended by:		(Engineer) (Date)
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
is approved by:		(Owner) (Date)
Approved by:		Funding Agency (if applicable) (Date)

Certificate of Substantial Completion

Project:

Owner: City of Bloomington

Owner's Contract No.:

Contract:

Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents:

The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities

Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed.....	6
2.04 Starting the Work.....	7
2.05 Before Starting Construction	7
2.06 Preconstruction Conference; Designation of Authorized Representatives.....	7
2.07 Initial Acceptance of Schedules.....	7
Article 3 – Contract Documents: Intent, Amending, Reuse	8
3.01 Intent.....	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies.....	9
3.04 Amending and Supplementing Contract Documents	9
3.05 Reuse of Documents	10
3.06 Electronic Data	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points.....	11
4.01 Availability of Lands.....	11
4.02 Subsurface and Physical Conditions.....	11
4.03 Differing Subsurface or Physical Conditions	12
4.04 Underground Facilities.....	13
4.05 Reference Points.....	14
4.06 Hazardous Environmental Condition at Site	14
Article 5 – Bonds and Insurance.....	16
5.01 Performance, Payment, and Other Bonds.....	16
5.02 Licensed Sureties and Insurers.....	16
5.03 Certificates of Insurance	17
5.04 Contractor’s Insurance	17
5.05 Owner’s Liability Insurance.....	19
5.06 Property Insurance.....	19
5.07 Waiver of Rights	20
5.08 Receipt and Application of Insurance Proceeds	21

5.09	Acceptance of Bonds and Insurance; Option to Replace	21
5.10	Partial Utilization, Acknowledgment of Property Insurer.....	22
Article 6 – Contractor’s Responsibilities		22
6.01	Supervision and Superintendence.....	22
6.02	Labor; Working Hours	22
6.03	Services, Materials, and Equipment	22
6.04	Progress Schedule	23
6.05	Substitutes and “Or-Equals”	23
6.06	Concerning Subcontractors, Suppliers, and Others.....	25
6.07	Patent Fees and Royalties	27
6.08	Permits.....	27
6.09	Laws and Regulations	28
6.10	Taxes	28
6.11	Use of Site and Other Areas.....	28
6.12	Record Documents.....	29
6.13	Safety and Protection	29
6.14	Safety Representative.....	30
6.15	Hazard Communication Programs.....	30
6.16	Emergencies	30
6.17	Shop Drawings and Samples	31
6.18	Continuing the Work.....	32
6.19	Contractor’s General Warranty and Guarantee	33
6.20	Indemnification	33
6.21	Delegation of Professional Design Services.....	34
Article 7 – Other Work at the Site		35
7.01	Related Work at Site	35
7.02	Coordination.....	35
7.03	Legal Relationships.....	36
Article 8 – Owner’s Responsibilities.....		36
8.01	Communications to Contractor.....	36
8.02	Replacement of Engineer.....	36
8.03	Furnish Data	36
8.04	Pay When Due.....	36
8.05	Lands and Easements; Reports and Tests.....	36
8.06	Insurance.....	36
8.07	Change Orders.....	37
8.08	Inspections, Tests, and Approvals	37
8.09	Limitations on Owner’s Responsibilities	37
8.10	Undisclosed Hazardous Environmental Condition	37
8.11	Evidence of Financial Arrangements.....	37
8.12	Compliance with Safety Program.....	37
Article 9 – Engineer’s Status During Construction.....		37
9.01	Owner’s Representative	37

9.02	Visits to Site	37
9.03	Project Representative.....	38
9.04	Authorized Variations in Work	38
9.05	Rejecting Defective Work.....	38
9.06	Shop Drawings, Change Orders and Payments.....	39
9.07	Determinations for Unit Price Work	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	39
9.09	Limitations on Engineer's Authority and Responsibilities	39
9.10	Compliance with Safety Program.....	40
Article 10 –	Changes in the Work; Claims	40
10.01	Authorized Changes in the Work	40
10.02	Unauthorized Changes in the Work.....	41
10.03	Execution of Change Orders.....	41
10.04	Notification to Surety.....	41
10.05	Claims.....	41
Article 11 –	Cost of the Work; Allowances; Unit Price Work	42
11.01	Cost of the Work	42
11.02	Allowances	45
11.03	Unit Price Work	45
Article 12 –	Change of Contract Price; Change of Contract Times	46
12.01	Change of Contract Price	46
12.02	Change of Contract Times	47
12.03	Delays	47
Article 13 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	48
13.01	Notice of Defects.....	48
13.02	Access to Work	48
13.03	Tests and Inspections	49
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work	50
13.06	Correction or Removal of Defective Work	50
13.07	Correction Period	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work	52
Article 14 –	Payments to Contractor and Completion	52
14.01	Schedule of Values.....	52
14.02	Progress Payments	52
14.03	Contractor's Warranty of Title.....	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization	56
14.06	Final Inspection	57
14.07	Final Payment.....	57
14.08	Final Completion Delayed	58

14.09 Waiver of Claims	58
Article 15 – Suspension of Work and Termination	59
15.01 Owner May Suspend Work.....	59
15.02 Owner May Terminate for Cause	59
15.03 Owner May Terminate For Convenience	60
15.04 Contractor May Stop Work or Terminate.....	60
Article 16 – Dispute Resolution	61
16.01 Methods and Procedures	61
Article 17 – Miscellaneous	61
17.01 Giving Notice	61
17.02 Computation of Times	62
17.03 Cumulative Remedies	62
17.04 Survival of Obligations	62
17.05 Controlling Law	62
17.06 Headings	62

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
- 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and
 - 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments:

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to five (5) printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.04 *Contractor's Liability Insurance*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- A. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

CITY OF BLOOMINGTON, IL GENERAL INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS/BIDS

Prior to the commencement of work governed by any contract between the **CITY** and the contractor, the contractor shall provide the **CITY** satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the **CITY**, its employees and officials as additional named insured's will be required and will also denote the description of the job. **The contractor's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A- VIII Best's Rating. The Contractor's program shall hold the **CITY**, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

General Liability - \$4,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$2,000,000 GL annual aggregate and will include:

Medical payments - \$5,000

Premises Operations

Products and Completed Operations

Blanket Contractual Liability

Personal Injury Liability

Expanded Definition of Property Damage

Workers' Compensation and Employer's Liability –

\$500,000 Bodily Injury by Accident

\$500,000 Bodily Injury by Disease, policy limits

\$500,000 Bodily Injury by Disease, each employee

Automobile Liability - \$1,000,000 Bodily Injury and Property Damage (CSL)

(Owned, Non-owned and Hired vehicles should be included) and include \$10,000 medical pay per passenger.

Umbrella Liability Coverage - \$3,000,000 each occurrence, \$3,000,000 aggregate

(These limits will be excess over all underlying coverage documents and would be the minimum required).

Increased limits may be required on “larger contracts” and would be at the discretion, and approval of the, CITY'S legal counsel.

All Liability (General Liability/Auto) insurance certificates should include a “blanket additional insured” endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

SC-6.10 *Taxes*

SC-6.10 **Add a new paragraph immediately after Paragraph 6.10.A:**

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-6.17 *Shop Drawings and Samples*

SC-6.17 **Add the following new paragraphs immediately after Paragraph 6.17.E:**

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-9.03 *Project Representative*

SC-9.03 **Add the following new paragraphs immediately after Paragraph 9.03.A:**

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be

through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Liaison:*

- a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

2. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

3. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

4. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

5. *Inspections, Tests, and System Startups:*

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

6. *Records:*

- a. Maintain records for use in preparing Project documentation.

7. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
8. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
9. *Completion:*
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

SC-11.01 *Cost of the Work*

SC-11.01.A.5.c **Delete Paragraph 11.01.A.5.c in its entirety and insert the following in its place:**

- c. *Construction Equipment and Machinery:*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the latest edition of the *Equipment Watch Rental Rate Blue Book*. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-11.03 *Unit Price Work*

SC-11.03.D **Delete Paragraph 11.03.D in its entirety and insert the following in its place:**

- D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 1. if the Bid price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than twenty-five (25) percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed; and
4. if the item of Work is not a contingency item as listed in the Agreement.

SC-12.01 *Change of Contract Price*

SC-12.01.C *Contractor's Fee.* Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

SC-14.02 *Progress Payments*

SC-14.02.A.4 Add the following new paragraphs immediately after Paragraph 14.02.A.3.

5. Payments for stored materials and equipment shall be based only upon the actual cost to Contractor of the materials and equipment and shall not include any overhead or profit. Partial payments will only be made for materials or equipment which have been delivered to the site and properly stored and protected.
6. Only the following materials shall be considered for payment as stored materials:
 - a. Pipe.
7. Contingency items as identified by the Agreement shall not be eligible for stored materials payments.

SC-16.01 *Methods and Procedure*

SC-16.01 **Delete Paragraphs 16.01.A, 16.01.B, and 16.01.C in their entirety and insert the following in its place:**

- A. Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding after 30 days unless within that time period, Owner or Contractor:
 - 1. agrees with the other party to submit the Claim to a dispute resolution process; or
 - 2. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

SC-17.07 *Certified Payroll Requirements*

SC-17.07 **Add the following new paragraphs immediately after Paragraph 17.06:**

SC-17.07 Certified Payroll Requirements

- A. Contractor and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body (office of the City Clerk and a copy to the Procurement Manager) in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.
- B. The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number.

SC-17.08 Prevailing Wage Determinations

- A. Not less than the prevailing rates of wages, as established by the Illinois Department of Labor for prevailing wages, effective as of the date of bid opening, or such prevailing wage rate of wages as may thereafter be established by the Illinois Department of labor for the county where the

Work is performed shall be paid to all laborers, workers and mechanics performing Work under this contract, including any subcontract, and all bonds required hereunder shall include a provision to guarantee the faithful performance of such prevailing wage obligations.

SC-17.09 Illinois Acts

- A. Contractor and subcontractors shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.), the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Illinois Preference Act for the duration of the Contract.

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner: City of Bloomington	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner: City of Bloomington	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner: City of Bloomington	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

Attachments:

	Engineer:
--	-----------

Receipt Acknowledged by Contractor:	Date:
-------------------------------------	-------

Copy to Owner

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

SECTION 01100 - SUMMARY OF WORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions, and other Division 1 Specification Sections, apply to this Section.

1.2 DIVISION DESCRIPTION

- A. This Project consists of the installation of water main piping, services, valves, abandonment of existing water mains, sidewalk and surface restoration, seeding and grading, and miscellaneous associated items.

1.3 WORK UNDER OTHER CONTRACTS

- A. No concurrent contracts are proceeding at this time.

1.4 WORK SEQUENCE

- A. The work will be conducted to provide the least possible interference to the activities of the Owner and the Owner's utilities.
- B. Contractor shall coordinate Work and schedule with Owner.
- C. Contractor shall minimize disruptions with local schools and organizations.

1.5 CONSTRUCTION STAKING

- A. Contractor shall be responsible for layout of the Work utilizing the information provided on the plans.

1.6 MATERIALS AND FIELD TESTING

- A. Unless specifically called out otherwise, the Contractor shall be responsible for all materials and field testing called for by the Plans and Specifications. This includes but is not limited to:
 - 1. Concrete testing.
 - 2. Soil compaction testing.
 - 3. Pavement compaction testing.
 - 4. Water main pressure and bacteriological testing.
- B. Testing shall be performed by an independent construction materials testing company that has been approved by the Engineer or Owner. All testing and retesting required to demonstrate compliance with the Contract requirements shall be at the Contractor's expense.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

- C. Provide copies of all testing reports to Owner and Engineer within 48 hours of availability. Correct and retest all work not meeting specifications at the direction of the Owner or Engineer.

1.7 CONTRACTOR USE OF PREMISES

- A. General: The Contractor shall confine his operations to the project site and right-of-way shown on the plan drawings and as restricted by permits. The Contractor shall be responsible for any damages caused by the Contractor's activities to surrounding areas.
- B. Temporary Fencing: A temporary construction fence shall be installed by Contractor around the perimeter of open excavations left unattended. This work consists of furnishing and erecting temporary fencing in accordance with Section 201.05 of the Standard Specifications for Road and Bridge Construction in Illinois, latest edition, as detailed in the plans and as directed by the Engineer.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01100

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

SECTION 01300 - SUBMITTALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Special Provisions, and Specification sections, apply to work of this section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

- 1. Contractor's construction schedule.
- 2. Shop Drawings.
- 3. Product Data.
- 4. Samples.
- 5. Quality assurance submittals.
- 6. O&M Manuals
- 7. Warranties

- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

- 1. Applications for Payment.
- 2. Performance and payment bonds.
- 3. Insurance certificates.
- 4. List of subcontractors.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Engineer.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.
 1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 30 days after the date established for "Commencement of the Work."
 1. Secure time commitments for performing critical elements of the Work from

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.

- B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner affect the sequence of Work.
- C. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Schedule Updating: Revise the schedule monthly where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project shall not be acceptable.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2-in. x 11-in. (215 mm x 280 mm) but no larger than 36-in. x 48-in. (890 mm x 1220 mm).
 - 7. Do not use Shop Drawings without an appropriate final stamp indicating action taken from Engineer.
 - 8. Submit a minimum of five (5) copies of shop drawings to the Architect/Engineer. After shop drawing review by the architect/engineer, the Contractor shall distribute copies of the stamped materials as required to properly conduct the work; including

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

requirements of the operating manual. After shop drawing review, two prints shall be retained by the Architect/Engineer and one by the General Contractor. Shop drawings shall be submitted for all items on the drawings or in the specifications.

9. Shop drawings shall show general arrangements, dimensions and details for construction. Review of shop drawings, however, shall cover general design and arrangement only. Shop drawing review by the Architect/Engineer is not for quantity. Such review shall neither relieve this Contractor from his responsibility for proper construction or accuracy of measurements, nor from the necessity of furnishing the proper quantity and the labor and material required by the original drawings, but not shown on said drawing when approved. The Contractor and his Subcontractor(s), the Supplier and Manufacturer shall have reviewed and approved the shop drawings before items are ordered or fabricated for the project. Work shall not proceed on site without shop drawings reviewed and coordinated with all applicable trades.
10. Shop drawings shall be submitted in sufficient time to prevent construction delay; the Contractor shall examine all shop drawings before submittal to the Architect/Engineer and shall certify that they are in accordance with his interpretation of the project.
11. Contractor shall include the following statement on all shop drawings prior to submittal:

“This document has been checked for accuracy of content and for compliance with the contract documents and is hereby approved for submittal. The information contained herein has been coordinated with all involved contractors.”

1.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

1.7 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with all specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
 - 2. Guarantee: A guarantee to make any necessary revisions or replace the equipment if it is determined after initial start up that the equipment or ancillary components will not meet the detailed requirements and intent of the Specifications.
- C. If a submittal item is not in complete compliance with the requirements of the specifications, a list of exceptions should be included with the submittal indicating the differences or deviation from the specification. If enclosing deviations or differences from the specification, the submittal should still be certified as in compliance with the specifications with the noted exceptions.

1.8 OPERATIONS AND MAINTENANCE (O&M) MANUALS

- A. The Contractor and his Equipment Supplier/Manufacturer shall provide complete Operations and Maintenance Manuals where identified in the individual specification sections.
- B. O&M Manuals shall be provided after final approval of the shop drawings but prior to on-site delivery of the equipment. O&M Manuals shall be submitted to the Engineer and Owner for review and comment.
- C. O&M Manuals shall have been reviewed and corrected and provided to the Owner in final approved form a minimum of 60 working days prior to scheduled startup testing of the equipment on site.
- D. The final approved O&M Manuals shall be the basis for the scheduled Operator training after startup and shall be presented and reviewed for the benefit of the Owner's operating staff at the time of equipment startup.
- E. O&M Manuals shall be submitted in four copies in three-ring binder form and be titled, indexed and sectioned by component item.
- F. An electronic copy (CD-Diskette) of the approved final O&M Manual shall be provided for

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

inclusion into the Owner's Electronic Service Manual.

G. The O&M Manuals shall include the following as a minimum:

1. Complete nameplate data, tabulated by component, for all components supplied.
2. Serial numbers for all components.
3. Startup data and copies of startup inspection test certificates.
4. Startup setpoints, control/operation parameters, and ranges as applicable.
5. Milestone dates (manufacture, delivery, commissioning).
6. Technical data sheets edited to the equipment supplied.
7. Clean/legible sheets (original) that can be scanned.
8. Any generic data sheets, literature, information shall be edited and specific to the exact equipment supplied.
9. Information and maintenance manuals/documentation shall be supplied for all components on an applicable equipment supply.
10. Lubrication materials, suppliers, alternates, and sources.
11. Part sources, parts lists, alternate sources.
12. General product literature.
13. All points of contact (address, name, phone, fax, e-mail, website) for the contractor, manufacturer, supplier, vendor, parts sources, sub-manufacturer(s), sub-supplier(s).
14. Suitable and complete excerpts of the final approved shop drawings (layouts, equipment details, component drawings, equipment lists, design and performance criteria, section/elevation drawings, schematics).
15. Warranty information.

1.9 WARRANTIES

- A. Provide warranties as specified. Start date of all warranties shall be no earlier than the substantial completion date of the Project unless otherwise expressly stated in the Project Manual.

END OF SECTION 01300

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

SECTION 01600 – UNIT PRICE WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. General Specifications and Standards.
 - 2. Pay Item descriptions.

1.2 GENERAL SPECIFICATIONS

- A. All Work shall be in general compliance with latest edition of the following Standard Specifications:
 - 1. City of Bloomington Manual of Practice
 - 2. Standard Specifications for Water and Sewer Construction in Illinois
 - 3. Standard Specifications for Road and Bridge Construction by the Illinois Department of Transportation
 - 4. Illinois Plumbing Code
- B. Additional specifications as provided in this Project Manual supplement the above listed Standard Specifications. In case of conflict with any part of said Standard Specification, the specifications provided herein shall take precedent and shall govern.
- C. The Work shall consist of furnishing all labor, equipment, materials, transportation, supervision, and the performing of all Work necessary to install and construct the improvements shown and described in the Plans, Project Manual and Scope of Work.
- D. It is the intent of the Plans and Scope of Work that all Work required to complete the project as shown and described in the Plans, Scope of Work and Project Manual is included in the Unit Prices and that any Work or materials necessary to complete the Project whether specified or not is included in one or more of the Unit Prices as provided in the Agreement.
- E. Contingency work items have been provided as part of this Project. In general, these items are not shown on the plans. These items are only to be used at the direction of the Owner or Engineer. Quantities provided for these items are not guaranteed. For Contingency work items, Contractor will only be paid for units properly installed and approved by the Owner or Engineer and unit price adjustment provisions of the General Conditions shall not apply.
- F. All water main materials shall be manufactured in countries signatory to the North American Free Trade Agreement and shall meet or exceed AWWA specifications.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

PART 2 - UNIT PRICE DESCRIPTIONS

2.1 The Work shall be performed and paid for according to the following Unit Prices:

A. CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT

1. This Work shall include but not be limited to all material, equipment, labor and transportation necessary for the removal, disposal and reconstruction of concrete curb and gutter.
2. All materials shall be IDOT approved materials.
3. Proposed section shall match the existing adjacent section profile. Provide positive drainage along gutter flow line.
4. Dowel into adjacent sections and provide expansion joint. Provide depressed curb in driveway sections.
5. Provide additional aggregate materials as necessary for subgrade preparation.
6. All work shall be in general conformance with the Standard Specifications for Road and Bridge Work in Illinois, City of Bloomington Manual of Practice and details as shown on the Plans.
7. Payment and Measurement:
 - a. This work will be measured for payment by the linear foot as measured along the face of the curb.
 - b. This work will be paid for at the contract unit price per linear foot for CURB & GUTTER REMOVAL AND REPLACEMENT.

B. CONNECTION TO EXISTING WATER MAIN

1. This Work shall include but not be limited to all material, excavation, equipment, labor and transportation necessary to make connections to existing water mains in accordance with the requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois.
2. Connections made with tapping valves and sleeves are not included in this item. Those items are to be measured and paid for separately.
3. This Work shall include but not be limited to:
 - a. All material, equipment, labor and transportation necessary to make the connection in the general locations as shown on the Plans.
 - b. Provide exploratory excavation to determine exact configuration of existing piping to determine the best way to connect to the existing mains. Verify all existing piping dimensions and depths as necessary to make the connection.
 - c. Provide all piping materials, accessories, plugs, caps, adapters and couplings, bends, fittings, and other appurtenances as required for a complete installation. All materials shall be as specified for the Project.
 - d. Provide precast concrete thrust blocking as necessary to support the work. Poured in place blocking shall not be allowed unless authorized by the Owner in writing.
 - e. Perform all testing and disinfection as required by Standard Specifications and State Health Laws.
 - f. Provide staging plan for completing the work which minimizes water main shut down times. Coordinate and schedule all shut downs with Owner.
4. Contractor shall conduct necessary exploratory excavation necessary to determine the depths of all utility crossings and adjust the grade of the water main as necessary to avoid additional fittings. Elevations and locations of existing utilities are only approximate and shall be subject to verification by the Contractor prior to installation of any water main.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

5. Properly abandon existing mains as noted on the Plans. All abandonment/connection work on the existing distribution system shall be done with the system energized. **No shut downs of the existing distribution system shall be allowed.** Provide hydrastop (or equal) type insertion plugs for use while abandoning existing mains as needed. Remove hydrastop at the completion of the work and properly cap and abandon hydrastop fitting. Provide and install caps, plugs and fittings as necessary to complete the abandonment. Remove abandoned valve boxes, hydrants, and curb stops.
6. Disinfection shall be in strict accordance with the Standard Specifications for Water and Sewer Construction in Illinois, latest edition. Contractor shall be responsible for all sampling and testing of their work. Provide sample taps as required. Properly abandon sample taps below grade when main has passed all testing.
7. Pressure testing shall be 150 PSI for 2 to 6 hours as directed by the Owner. Allowable leakage shall be per the Standard Specifications. All testing shall be conducted in the presence of the Owner's Representative. Give Owner 48 hours notice of any testing.
8. Submittals:
 - a. Hydrastop system information.
9. Payment and Measurement:
 - a. Connection to existing main:
 - 1) This work shall be measured per each connection made.
 - 2) This work will be paid for at the unit price per EACH for CONNECTION TO EXISTING WATER MAIN.

C. DRIVEWAY REMOVAL AND REPLACEMENT

1. This Work shall include but not be limited to all material, equipment, labor and transportation necessary for the removal, disposal and reconstruction of driveway pavements and base materials.
2. All work shall be in general conformance with the Standard Specifications for Road and Bridge Work in Illinois, City of Bloomington Manual of Practice and details as shown on the Plans.
3. Demolition materials and debris shall be disposed of legally at sites to be arranged for by the Contractor. Provide saw cuts at all edges.
4. Width of patch for payment purposes shall be limited to 5 feet plus the outside diameter of the proposed pipes. Additional pavement patching required outside of these limits shall be considered incidental to the contract.
5. Provide and maintain adequate temporary driving surfaces for all vehicular traffic during none work hours.
6. Patching Types
 - a. Type A – Existing concrete driveways shall be replaced with a minimum of 6 inches of CL PV concrete.
 - b. Type B – Existing asphalt driveways shall be replaced with a minimum of 2 inches of CL I bituminous asphalt surface material on a minimum of 8 inches aggregate base course.
 - c. Type C – Existing crushed stone driveways shall be replaced with a minimum of 8 inches of crushed aggregate surface with the top 4 inches being the same material as the existing driveway.
7. Provide third party testing of materials for compaction, strength, air and temperature. Do not place materials which are out of specification tolerances. Remove and replace materials which do not obtain required compressive strength or exhibit excessive cracking.
8. Payment and Measurement:

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

- a. This work will be measured for payment by the square yard.
- b. This work will be paid for at the contract unit price per square yard for DRIVEWAY REMOVAL AND REPLACEMENT of the specified type.

D. DUCTILE IRON WATER MAIN FITTINGS

1. This Work shall include but not be limited to all material, excavation, equipment, labor and transportation necessary to furnish and install water main fittings with the requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois.
2. This Work shall include but not be limited to
 - a. Furnish and install bends, fitting, and other appurtenances as required for a complete installation.
3. Fittings shall be ductile iron (DI) in accordance with AWWA C110/A21.10. All fitting shall utilize restrained joint connections and thrust blocking. Restrained joint devices for mechanical joint fittings and appurtenances shall conform to AWWA C111, EBAA Megalug or approved equal.
4. Contractor shall conduct necessary exploratory excavation necessary to determine the depths of all utility crossings and adjust the grade of the water main as necessary to avoid additional fittings.
5. Provide additional restrained joints on all water main pipe joints per water main restrained joint table as shown on Plans for all water mains at water main fittings. Cost of additional restrained water main pipe joints for the required distances shown on the restrained joint table in the Plans shall be considered incidental to the cost of the water main fittings and no additional compensation shall be allowed.
6. Payment and Measurement:
 - a. Ductile iron fittings:
 - 1) This work shall be measured per each unit installed.
 - 2) This work will be paid for at the unit price per each for DI FITTINGS of the type and size specified.

E. EROSION CONTROL

1. This Work shall include but not be limited to all material, excavation, equipment, labor and transportation necessary to furnish and install erosion control as required to prevent soil erosion.
2. Erosion control measures shall be provided in accordance with the "Illinois Urban Manual", latest edition.
3. Comply with reporting, maintenance and execution requirements of any National Pollutant Discharge Elimination System (NPDES) permits, and local erosion control permits.
4. Maintain erosion control measures until permanent surface restoration and vegetation has been established.
5. Payment and Measurement:
 - a. This work will be paid for at the lump sum price for EROSION CONTROL.

F. HYDRANT ASSEMBLY

1. This Work shall include but not be limited to all material, excavation, equipment, labor and transportation necessary to furnish and install hydrants.
2. Hydrants shall be per AWWA C502 Dry Barrel with except as follows:
 - a. 250 psi working pressure rating with a static test pressure of 500 psi.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

- b. Hydrant furnished with 6-inch mechanical joint shoe and installed with a ductile iron rated restraining kit.
 - c. Nozzle section, upper and lower stand pipes, and hydrant base shall be ductile iron.
 - d. Depth of Bury: 5-foot minimum
 - e. Operating Nut: 1½-inch pentagon national standard
 - f. Nozzle Caps: 1½-inch pentagon national standard
 - g. Direction of Opening: open left (counterclockwise)
 - h. Main valve opening: minimum 5¼-inch
 - i. Hydrant designed to allow removal of all working parts without excavating.
 - j. Hydrant operating threads to be factory lubricated, and be O-ring sealed from water, moisture and foreign matter.
 - k. Hydrant furnished with a bronze seat that shall thread into mating bronze threads to create a bronze to bronze connection for easy field repair.
 - l. Main valve assembly shall be compression type, opening against the pressure and closing with the pressure.
 - m. Hydrant shall be 3-way design with (2) 2½-inch national standard hose nozzles, and (1) 4½-inch national standard pumper nozzle.
 - n. Hydrant shall be "traffic-model" design, allowing for quick and economical repair of damage resulting from vehicular impacts.
 - o. Hydrant shall be designed with 360° rotation in the upper barrel, for proper nozzle placement in the field.
 - p. Bonnet assembly shall provide an oil reservoir and lubrication system that automatically circulates lubricant to all stem threads and bearing surfaces each time the hydrant is operated.
 - q. Oil reservoir shall be factory filled with a low viscosity, FDA approved non-toxic oil lubricant.
 - r. Hydrant shall be furnished with all bronze drain valves which drain the hydrant barrel when the hydrant is closed and seal shut when the hydrant is opened.
 - s. Hydrant must have an internal travel stop nut located in the top housing of the hydrant.
 - t. Hydrant shall be furnished with field replaceable hose and pumper nozzles.
 - u. Hydrant body and bonnet sections shall be painted in a high gloss red finish.
 - v. All below grade nut and bolts shall be 304 stainless steel.
3. Hydrant materials:
- a. Clow #2500
 - b. Mueller Modern Centurion
 - c. Waterous Pacer by American Flow Control
 - d. Kennedy Gaurdian
 - e. Approved equal.
4. Hydrant valves:
- a. See RW GATE VALVES.
 - b. Hydrant valves shall be paid for separately.
5. Hydrant Piping:
- a. See WATER MAIN.
 - b. Piping between hydrant and hydrant valve shall be ductile iron swivel by swivel type. All joints shall be restrained.
6. Breakaway barrel shall be set 2 inches above finished grade elevation. Set each hydrant on a concrete block and not less than ½ cubic yard of clean coarse aggregate shall be provided at the base for drainage.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

7. Brace hydrants with concrete thrust block extending from the hydrant to the wall of excavation, and placed to permit the removal of the hydrant. All joints from the main to the hydrant shall be restrained.
8. Exact location of valve and hydrant shall be dictated by the Owner at the time of construction.
9. Provide extensions required to meet finished grade.
10. Payment and Measurement:
 - a. This work shall be measured by each unit installed.
 - b. This work will be paid for at the unit price per each for HYDRANT ASSEMBLY of the type and size specified.

G. MOBILIZATION

1. This Work shall include but not be limited to all preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for all other work or operations which must be performed or costs incurred when beginning work on the Project.
2. Only initial mobilization will be paid for. Subsequent mobilizations for any reason shall not be paid for but shall be considered incidental to the contract.
3. The total amount which the Contractor will receive payment for this item will be limited to six percent of the original total contract amount. Should the bid for this work exceed six percent, the amount exceeding six percent will not be paid until the work is substantially complete.
4. Payment:
 - a. This work will be paid for at the contract lump sum price for MOBILIZATION.

H. PAVEMENT REMOVAL AND REPLACEMENT

1. This Work shall include but not be limited to all material, equipment, labor and transportation necessary for the removal, disposal and reconstruction of concrete pavements, curbs and gutters, and base materials.
2. All work shall be in general conformance with the Standard Specifications for Road and Bridge Work in Illinois, City of Bloomington Manual of Practice and details as shown on the Plans.
3. Demolition materials and debris shall be disposed of legally at sites to be arranged for by the Contractor. Provide saw cuts at all edges.
4. Width of patch for payment purposes shall be limited to 5 feet plus the outside diameter of the proposed pipes. Additional pavement patching required outside of these limits shall be considered incidental to the contract.
5. Provide and maintain adequate temporary driving surfaces for all vehicular traffic during none work hours.
6. Patching Types
 - a. Type A – Bituminous concrete surface course CL I (minimum 3 inches) on aggregate base course type B (minimum 10 inches).
 - 1) Minimum patch width shall be 3.0 ft.
 - b. Type B – Bituminous concrete surface course CL I (minimum 3 inches) on PC Concrete base course (minimum 7 inches or match existing adjacent pavement depth, whichever is greater).
 - 1) Minimum patch width shall be 5.0 ft.
 - 2) CL PV concrete.
 - c. Type C – PC Concrete (minimum 7 inches or match existing adjacent pavement depth, whichever is greater).

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

- 1) Minimum patch width shall be 5.0 ft.
 - 2) Class PV concrete.
 - 3) Provide steel reinforcement if indicated on Plans.
 - 4) Provide No. 6 tie bars, 24 inches long, embedded 8 inches at 24 inch centers at existing pavement edges.
 - 5) Provide third party testing of concrete materials for strength, air and temperature. Do not place concrete which is out of specification tolerances. Remove and replace concrete patches which do not obtain required compressive strength or exhibit excessive cracking.
 - d. Type D – Brick pavement on PC Concrete (minimum 7 inches or match existing adjacent pavement depth, whichever is greater).
 - 1) Minimum patch width shall be 6.0 ft.
 - 2) Salvage existing excavated bricks for reuse in the replacement brick surface course. Submit samples of any new bricks to be used in surface for approval of Engineer.
 - 3) Place bricks on a ½ inch sand bed after PC concrete base has cured. Fill voids between bricks with fine aggregate sand.
 - 4) Class PV concrete.
 - 5) Provide steel reinforcement if indicated on Plans.
 - 6) Provide No. 6 tie bars, 24 inches long, embedded 8 inches at 24 inch centers at existing pavement edges.
 7. Provide third party testing of materials for compaction, strength, air and temperature. Do not place materials which are out of specification tolerances. Remove and replace materials which do not obtain required compressive strength or exhibit excessive cracking.
 8. Payment and Measurement:
 - a. This work will be measured for payment by the square yard.
 - b. This work will be paid for at the contract unit price per square yard for PAVEMENT REMOVAL AND REPLACEMENT of the specified type.
- I. PCC SIDEWALK REMOVAL AND REPLACEMENT
1. This Work shall include but not be limited to all material, equipment, labor and transportation necessary for the removal, disposal and reconstruction of concrete sidewalks.
 2. All materials shall be IDOT approved materials.
 3. Sidewalks approaches crossed by the proposed piping between the existing sidewalk and edge of pavement shall be replaced in their entirety.
 4. All work shall be in general conformance with the Standard Specifications for Road and Bridge Work in Illinois and details as shown on the Plans.
 5. Detectable warnings shall not be paid for separately and shall be considered incidental to the sidewalk removal and replacement. Detectable warnings shall be per the Owner's requirements.
 6. Sidewalks shall be a minimum of 6 inches thick at driveway crossings. All other areas shall be a minimum of 4 inches thick.
 7. Payment and Measurement:
 - a. This work will be measured for payment by the square foot.
 - b. This work will be paid for at the contract unit price per square foot for PCC SIDEWALK REMOVAL AND REPLACEMENT.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

J. PRE-CONSTRUCTION VIDEO

1. This Work shall include but not be limited to all material, equipment, labor, transportation, necessary to provide a video of all existing conditions of the roads, right-of-way, yards, etc. that may be disturbed during construction operations. This includes all roads used for material and equipment deliveries within the limits of the City.
2. Video shall be submitted in DVD format prior to other work on site.
3. Submit two (2) copies of DVD to the Engineer.
4. No payment applications will be considered for payment by the Owner until the pre-construction video has been submitted, reviewed, and accepted by the Engineer.
5. Payment and Measurement:
 - a. This work will be paid for at the lump sum contract unit price for PRE-CONSTRUCTION VIDEO.

K. RESILIENT WEDGE GATE VALVE

1. This Work shall include but not be limited to all material, excavation, equipment, labor and transportation necessary to furnish and install resilient wedge gate valves in accordance with the requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois.
2. Acceptable manufacturers:
 - a. American Flow Control
 - b. Mueller Company
 - c. Clow Valves Company
3. Valves shall be resilient seated gate valves, of the non-rising type and conforming to the requirements of AWWA C509. Valve bodies, bonnets and gates are to be ductile iron per ASTM A536 and are to close in a clockwise direction.
4. Valve boxes shall be Tyler Pipe screw type 6850 series with "WATER" marked on lid. Provide all extensions of the valve box and shaft necessary to reach the ground elevation.
5. Install valve box with rubber insert in the base of the valve box. This rubber insert shall be the Valve Box Adaptor II of West Allis, Wisconsin, or approved equal. Valve boxes are to be furnished with lids marked "WATER". Adjust all new valve boxes to be flush with the proposed finished surface or as directed by the Engineer.
6. ~~Provide a minimum of one valve key per 10 valves installed to the Owner. Key should be sized to reach the tallest buried valve.~~
7. Hydrant valves shall be provided with hydrant assemblies and not measured separately for payment.
8. Payment and Measurement:
 - a. This work shall be measured by each unit installed.
 - b. This work will be paid for at the unit price per each for RW GATE VALVE of the type and size specified.

L. SEEDING & RESTORATION

1. This Work shall include but not be limited to all material, equipment, labor and transportation necessary to grade, seed, fertilize and mulch all areas disturbed by construction not otherwise restored.
2. Replacement of topsoil backfill, rough and finish grading of all excavated areas and all disturbed areas.
3. Replace all landscaping, plants, stone, etc. which have been disturbed by the Work to a condition similar to the pre-construction condition.
4. Reinstall all signs, mailboxes, etc. in sound condition.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

5. Furnish and install fertilizer, seeding and mulch as specified in the Standard Specifications for Road and Bridge Construction.
 - a. Fertilizer shall be ready mixed with a ratio of 1:1:1, applied at the rate of 270 pounds of actual nutrients per acre.
 - b. Seeding shall be Class 2 along roadways and waterways.
 - c. Seeding shall be Class 1 within yards.
 - d. Mulch shall be Method 2.
6. Maintain all disturbed areas until final completion of the Project.
7. Provide and install erosion control blanket for all slopes 4:1 or greater and at the end of culvert pipes.
8. All work shall be in general conformance with the Standard Specifications for Road and Bridge Work in Illinois.
9. Payment and Measurement:
 - a. This work shall be a Lump Sum item for SEEDING & RESTORATION.

M. STORM/SANITARY SEWER – WATER MAIN QUALITY

1. This Work shall include but not be limited to:
 - a. All material, equipment, labor and transportation necessary to install sewer piping and end sections as shown on the Plans.
 - b. Furnish and install pipe bedding of the type and class shown on the Plans.
 - c. Furnish and install plugs, caps, adapters and couplings as required.
 - d. Perform all testing as required by Standard Specifications.
 - e. Connections to existing structures or pipes.
2. Sewer Pipe shall be:
 - a. Ductile Iron pipe, class 150 AWWA C151, cement lined and seal coated per AWWA C104, joints per AWWA C111.
3. Flexible Couplings shall be Fernco Flexible Couplings with stainless steel bands and hardware and stainless steel shear rings or approved equal.
4. All work shall be in general conformance with the Standard Specifications for Road and Bridge Construction.
5. Provide trench dewatering as needed to complete the work.
6. Install temporary driving surfaces as required for traffic.
7. Provide dust control and temporary clean-up as required.
8. Submittals:
 - a. Pipe specifications.
 - b. Flexible couplings.
9. Payment and Measurement:
 - a. This work shall be measured by the linear foot of pipe replaced.
 - b. This work will be paid for at the unit price per foot for STORM or SANITARY SEWER WMQ of the size and type specified.

N. TAPPING VALVE AND SLEEVE

1. This Work shall include but not be limited to all material, excavation, equipment, labor and transportation necessary to furnish and install tapping valves and sleeves and wet taps in accordance with the requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois.
2. The OWNER shall make physically make the tap. Give notice to OWNER of scheduling for side-taps a minimum of three (3) working days. Provide all excavation required for

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

- side-tapping mains. Provide 8 ft. by 4 ft. hole, oriented with the 4 ft. dimension along the water main to be side-tapped, from one foot behind the tap location to 7 ft. perpendicular to the existing water main along the alignment of the future water main. The depth of the excavation shall be one foot below the existing water main. The Contractor shall insure that the excavation is in compliance with OSHA regulations for safety.
3. Contractor shall field verify location, size, depth and orientation of the existing pipe to be tapped. Underground utilities shown on the Plans (including existing water mains and services) are based on the "best available information" and are only intended to be approximate. The Contractor is responsible for determining exact locations, sizes, and types of pipe of any underground utilities (including water mains and services) which may affect his work.
 4. Tapping sleeve shall be stainless steel and conform to AWWA C223. All bolts and hardware shall be stainless 18-8 stainless steel. Assembly seals shall be testing according with AWWA C223 at a pressure of no less than 75 PSI. Tapping sleeves up to and including eight-inch nominal diameter shall be Cascade CST-SL, Ford FAST, or approved equal. Tapping sleeves larger than eight-inch nominal diameter shall be Cascade CST-EX or approved equal.
 5. The tapping valve shall be resilient seat type with body and bonnet made of ductile iron for 250 psig working pressure. The mating valve flange to the tapping sleeve outlet must have a raised male face, conforming to MSS SP-60, to ensure true alignment of valve and tapping machine. The outlet end of the valve shall have the desired joint connection for the intended pipe. All interior and exterior ferrous surfaces shall be protected against corrosion by fusion bonded epoxy coating. Coating shall be applied prior to assembly to assure coverage of all exposed areas, including bolt holes. All joints shall be restrained.
 6. Coordinate tapping of existing mains with utility owner.
 7. Sizes listed on Plans correspond to tapping valve size. Contractor shall verify size and dimensions of existing main to be tapped.
 8. Payment and Measurement:
 - a. This work shall be measured per each tapping valve and sleeve installed.
 - b. This work will be paid for at the unit price per each for TAPPING VALVE AND SLEEVE of the specified valve size.

O. TILE REPAIR

1. This Work shall include, but not be limited to, field locating existing utilities, sewers, water mains, etc.
2. All work shall be in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois and the Illinois Plumbing Code.
3. This is a contingency item that is only to be used at the direction of the Engineer or Owner. No specific locations are shown on the Plans.
4. Furnish, excavate, remove and install new portions of existing drainage tiles as encountered during construction operations that conflict with proposed piping. Provide three foot (3 ft) virgin earth shelf at each end of the repair for support. Manually compact select fill under drain tile to protect against settlement.
 - a. Repair pipe shall be:
 - 1) PVC ASTM D3034 SDR 35 pipe; bell and spigot for elastomeric gasket joints, minimum cell class 12454 B or C, OR APPROVED EQUAL.
 - a) Joints shall be per ASTM D3212.
 - b) Gaskets shall be per ASTM F477 flexible elastomeric.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

- c) Fittings shall be same as pipe.
 - b. Flexible Couplings shall be Fernco Flexible Couplings with stainless steel bands and hardware and stainless steel shear rings or approved equal.
 - c. Bedding materials shall be as required for flexible pipe per the Illinois Standard Water and Sewer Specifications.
5. Submittals:
- a. Pipe specifications
6. Measurement and Payment:
- a. This work will be measured for payment in place in LINEAL FOOT. The length measured will include couplings and fittings.
 - b. This work will be paid for at the contract unit price per LINEAL FOOT for TILE REPAIR, 8 IN DIAMETER OR LESS or TILE REPAIR, 10 IN TO 14 IN DIAMETER.
 - c. For sewers greater than 14 inches in diameter, payment will be made on a time and materials basis for the actual work done as covered in the general conditions of the contract.

P. TRAFFIC CONTROL

- 1. This Work shall include but not be limited to all material, equipment, labor, transportation, permitting, signs, barricades, flaggers, steel plates, etc., necessary to provide detours and traffic control in accordance with the Manual on Uniform Traffic Control Devices for Streets & Highways, the Standard Specifications for Road and Bridge Work in Illinois, and as required by Illinois Department of Transportation Highway Standards.
- 2. Contractor shall be responsible for complying with applicable IDOT standards and coordinating all work within the IDOT right-of-way with IDOT and local jurisdictions.
- 3. Contractor shall submit a staging plan to the Owner and Engineer for approval prior to any work within the right-of-way. Coordinate all road closures and detours with Owner's staff and local authorities.
- 4. Maintain all traffic control for the duration of the project and immediately remedy any deficiencies.
- 5. Payment and Measurement:
 - a. This work shall be a Lump Sum item for TRAFFIC CONTROL.

Q. TRENCH BACKFILL

- 1. This Work shall include but not be limited to:
 - a. All material, equipment, labor and transportation necessary to install trench backfill (select granular backfill) in all trenches made in the subgrade under and within 2 feet of proposed pavement, curb, gutter, driveway, or sidewalk.
 - b. All compaction as required by the Standard Specifications for Road and Bridge Construction.
 - 1) Jetting (Method 3) is permitted and water for jetting shall be provided by Owner from hydrants along construction area. Contractor to coordinate water usage with Owner.
- 2. Materials shall be per the Standard Specifications for Road and Bridge Construction for "Trench Backfill".
- 3. Trench backfill (select granular backfill) is required across the full width of the trench.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

4. Maximum trench width shall be 4 feet for proposed pipes 12-inch nominal diameter and under. Maximum trench width shall be 3 feet plus the nominal outside diameter of the pipe for proposed pipes over 12-inch nominal diameter. Select granular backfill required due to trench widths in excess of the maximum width shall be considered incidental to the Contract and no additional payment will be made for this work.
5. Depth for payment purposes:
 - a. Rigid pipes: Depth shall be measured from the top of the proposed pipe to the bottom elevation of the proposed final surface restoration.
 - b. Flexible pipes: Depth shall be the final backfill per the Standard Specifications for Water and Sewer Construction in Illinois and be measured from one foot above of the pipe to the bottom elevation of the proposed final surface restoration.
6. Payment and Measurement:
 - a. This work shall be measured by the cubic yard.
 - b. This work will be paid for at the unit price per cubic yard for TRENCH BACKFILL.

R. WATER MAIN

1. This Work shall include but not be limited to all material, excavation, equipment, labor and transportation necessary to furnish and install water main in accordance with the requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois.
2. This Work shall include but not be limited to:
 - a. All material, equipment, labor and transportation necessary to install water main as shown on the Plans.
 - b. Furnish and install select granular pipe bedding, haunching, and initial backfill of the type and class shown on the Plans or specifications to the top of the pipe. For flexible pipe, furnish and install select granular material for the initial backfill to one foot above the top of the pipe.
 - c. Furnish and install plugs, caps, adapters and couplings as required to complete the work.
 - d. Furnish and install bends, fitting, taps, and other appurtenances as required for a complete installation.
 - e. Perform all testing and disinfection as required by Standard Specifications and State Health Laws.
 - f. Provide trench dewatering as needed to complete the work.
 - g. Pot hole or otherwise locate existing utilities and services ahead of pipe laying operations and adjust water main depth and location as necessary to avoid and minimize conflicts with utilities.
 - h. Make connections to existing systems using necessary adapters, fittings, couplings, etc. as needed.
 - i. Provide all temporary sheeting, temporary driving surfaces, detours, etc. as required for the installation of the water main.
 - j. Provide staging plan for completing the work which minimizes water main shut down times. Coordinate and schedule all shut downs with Owner.
3. Pipe materials:
 - a. Ductile Iron pipe, class 52 AWWA C151, cement lined and seal coated per AWWA C104, joints per AWWA C111. Joints at fittings shall be restrained joints via mechanical connections. Pipe to pipe joints where indicated on the plans to be restrained joint pipe shall be internal joint restraint systems or mechanical bell connections.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

4. Contractor shall conduct necessary exploratory excavation necessary to determine the depths of all utility crossings and adjust the grade of the water main as necessary to avoid additional fittings. Elevations and locations of existing utilities are only approximate and shall be subject to verification by the Contractor prior to installation of any water main.
5. Furnish and install polyethylene encasement on all ductile iron pipe and fittings per AWWA C105 and AWWA C600. Minimum 8 mil film meeting or exceeding the requirements of AWWA C105-10, ANSI A21.5-10, ASTM D4976 and NT4112-10.
6. Properly abandon existing mains as noted on the Plans. All abandonment/connection work on the existing distribution system shall be done with the system energized. **No shut downs of the existing distribution system shall be allowed.** Provide hydrastop (or equal) type insertion plugs for use while abandoning existing mains as needed. Remove hydrastop at the completion of the work and properly cap and abandon hydrastop fitting. Provide and install caps, plugs and fittings as necessary to complete the abandonment. Remove abandoned valve boxes, hydrants, and curb stops.
7. Disinfection shall be in strict accordance with the Standard Specifications for Water and Sewer Construction in Illinois, latest edition. Contractor shall be responsible for all sampling and testing of their work. Provide sample taps at distances not to exceed 1200 linear feet apart for testing and sampling. Properly abandon sample taps below grade when main has passed all testing.
8. Pressure testing shall be 150 PSI for 2 to 6 hours as directed by the Owner. Allowable leakage shall be per the Standard Specifications. All testing shall be conducted in the presence of the Owner's Representative. Give Owner 48 hours notice of any testing.
9. Submittals:
 - a. Water main materials.
 - b. Staging plan for water main work with scheduled shut downs.
 - c. Couplings for connection to existing piping.
10. Payment and Measurement:
 - a. Water main:
 - 1) This work shall be measured by the linear foot through fittings.
 - 2) This work will be paid for at the unit price per foot for WATER MAIN of the type and size specified.

S. WATER MAIN ENCASEMENT

1. This Work shall include but not be limited to all material, excavation, equipment, labor and transportation necessary to furnish and install the casing pipe as required by the separation requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois.
2. The encasement pipe shall be of the same material and pressure class as the encased pipe, and of sufficiently larger diameter to allow installation without damage to either pipe.
3. Where the new water main is to be installed under an existing storm or sanitary sewer, the new water main shall be encased in a conduit of water main quality material for a distance of ten (10) feet on each side of the storm or sanitary sewer.
4. The ends of the encasement pipe shall be sealed with a non-shrink grout.
5. The encased pipe shall be properly supported to prevent excessive deflection.
6. Locations of encasement pipe may not be shown on the Plans. This is a contingency item.
7. Payment and Measurement:
 - a. This work shall be measured by the linear foot.

CITY OF BLOOMINGTON
WATER MAIN REPLACEMENTS
SZAREK DRIVE

- b. This work will be paid for at the unit price per foot for WATER MAIN ENCASEMENT.

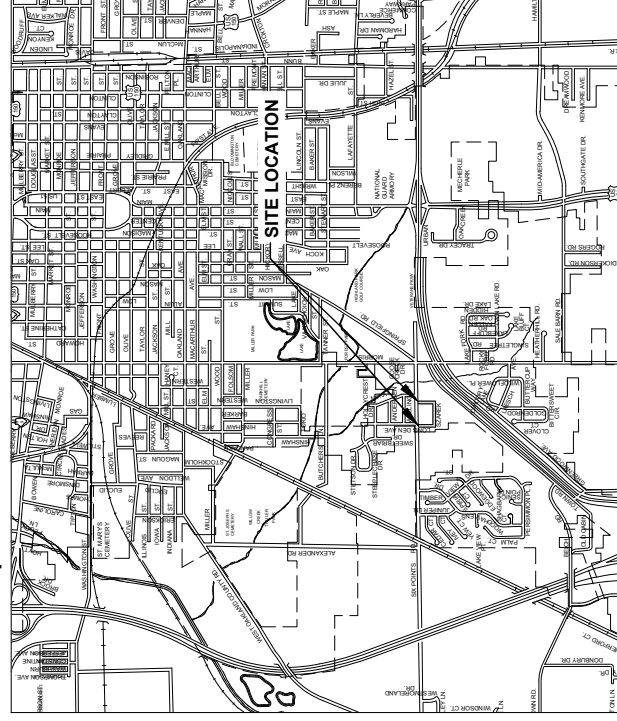
T. WATER SERVICES

1. This Work shall include but not be limited to all material, excavation, equipment, labor and transportation necessary to furnish and install water main services as shown on the Plans.
2. This Work shall include but not be limited to:
 - a. Installation of a double band bronze tapping saddle as manufactured by Mueller or equal on PVC and HDPE mains.
 - b. Installation of a corporation stop, Mueller #H-15000 or equal on the water main.
 - c. Installation of a curb stop, Mueller H-15200 or AY McDonald 4713, or equal, with curb box Mueller H-10314 or AY McDonald 5601 with lid, or equal.
 - d. Installation of NSF approved water service line (with tracer wire for HDPE installations) via open cut or boring methods.
 - e. Tapping the water main, connecting the existing home water service to the new curb stop with appropriate adapters and fittings as necessary.
 - f. Removing the old curb box & restore any disturbed surfaces or structures.
3. Water services shall be a minimum of 1" copper type "K" per ASTM B88 and ASTM B251. Fittings, valves and taps shall all be the same nominal diameter.
4. All new services shall be the specified diameter from the main to the curb stop. When necessary, provide and install adapters to connect to the home side of the curb stop. Provide sufficient weaving to allow not less than one foot extra length in its entire length.
5. Services should be run perpendicular to the water main whenever possible.
6. Short side services are services which do not require crossing the center line of the roadway. Unless otherwise noted on the Plans, short side services shall be trenched in accordance with the Specifications or bored or tunneled. Tunneling under curbs shall be allowed.
7. Long side services are services which require where the property to be served is on the opposite side of the roadway center line from the water main. Unless otherwise noted on the Plans, long side services shall be directionally drilled. While installing service line follow guidelines provided by the equipment manufacturer including making a proper size hole to launch and receive the unit. When directionally drilling, take appropriate precautions to avoid damaging other utilities and disturbing the unexcavated surface.
8. Exact locations of water service lines and taps are not shown on the Plans. Contractor shall field verify all existing curb stop locations via exploratory digging and coordination with Owner.
9. No separate measurement of pavement and surface restoration, cur
10. Payment and Measurement:
 - a. This work shall be measured per each unit installed.
 - b. This work will be paid for at the unit price per EACH for WATER SERVICE, SHORT SIDE or WATER SERVICE, LONG SIDE.

END OF SECTION 01600



Date: 15-AUGUST-2017



G0.1	COVER SHEET
G1.1	GENERAL NOTES & LOCATION PLAN
G1.2	WATER MAIN DETAILS
G1.3	DETAILS
G1.4	IDOT HIGHWAY STANDARDS
C1.1-C1.3	SZAREK DRIVE PLAN & PROFILES

I HEREBY CERTIFY THAT THE PERSONS OF THE UNDERSIGNED HAVE BEEN EXAMINED AND THAT THE SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION.

I AM A SALE LICENSED ARCHITECT/ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

SIGNATURE: _____

NAME: _____

DATED: _____

LICENSE RENEWAL DATE: _____

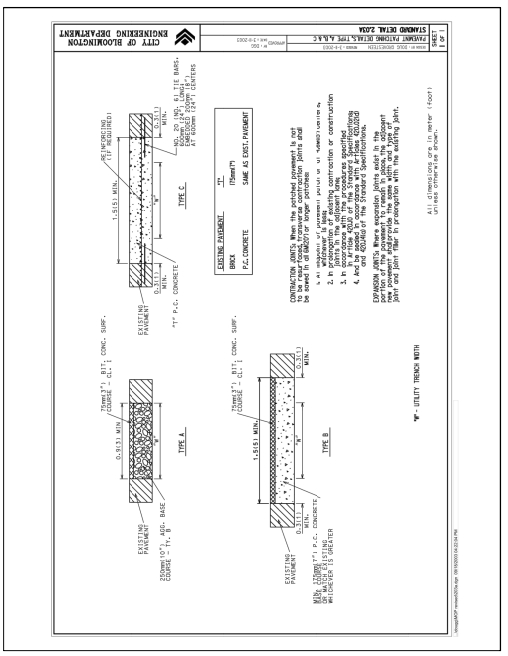
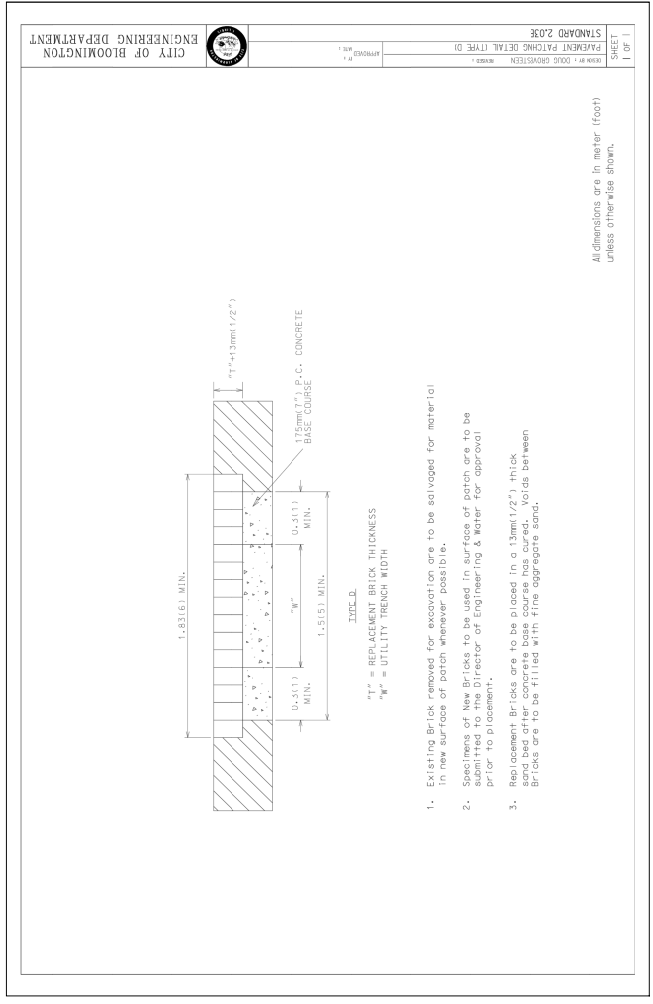
PHASE OF BUSINESS COVERED BY THIS CERTIFICATION: _____

STATE OF ILLINOIS
R. MAURER
 062.081702
 LICENSED
 PROFESSIONAL
 ENGINEER
SIGNATURE
STATE OF ILLINOIS

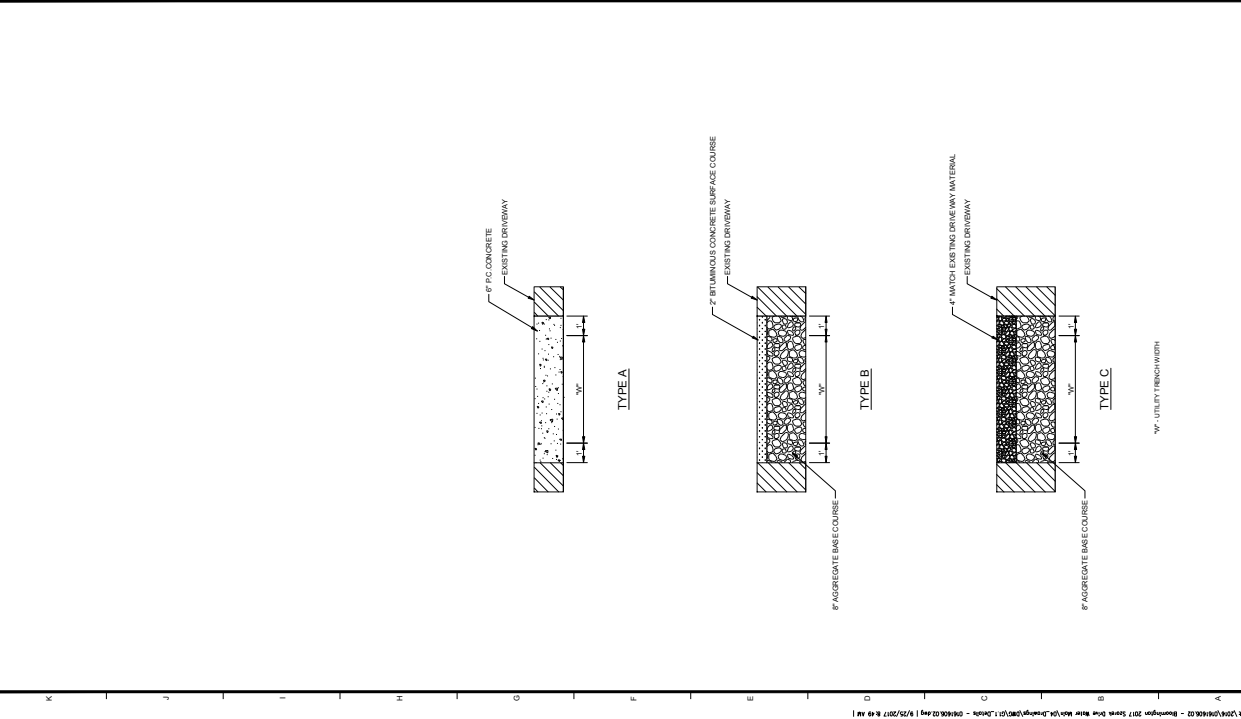
1. CITY OF BLOMINGTON MANUAL OF PRACTICE
2. STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS
3. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION THE ILLINOIS DEPARTMENT OF TRANSPORTATION
4. ILLINOIS PLUMBING CODE

CITY OF BLOOMINGTON WATER	309-434-2439
BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT	309-427-4386
CORN BELT ENERGY	309-662-5330
COMCAST	224-229-5662
FRONTIER	815-596-1515
LEVEL 3 COMMUNICATIONS	877-366-8344
NICOR GAS	630-398-2362

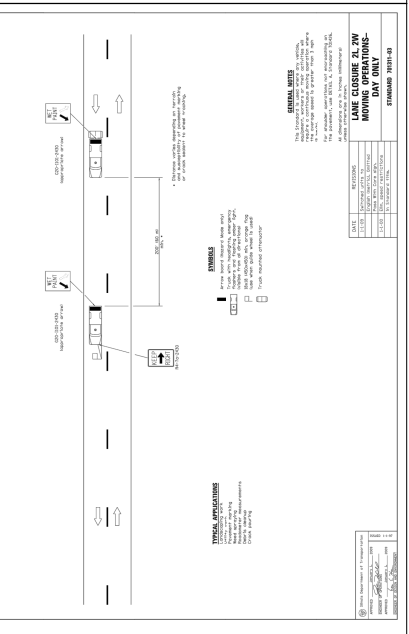
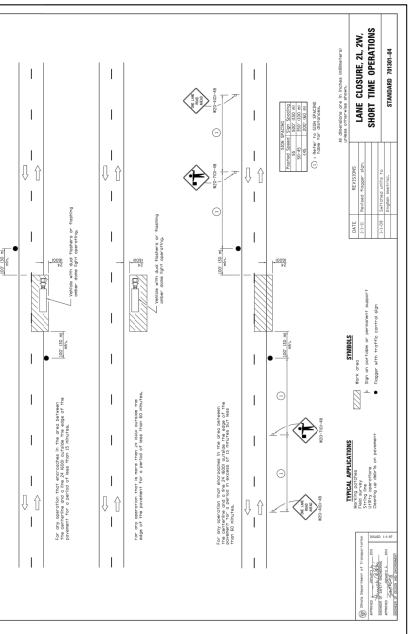
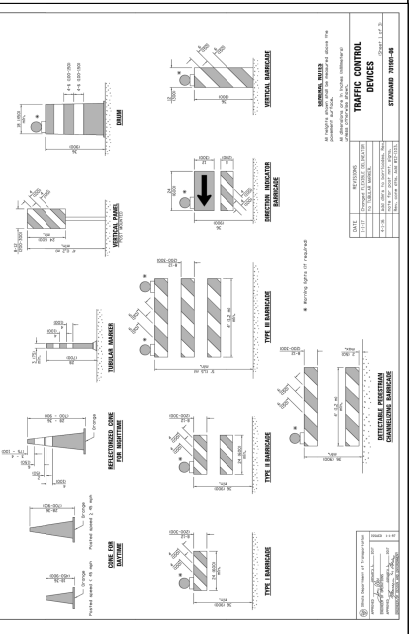
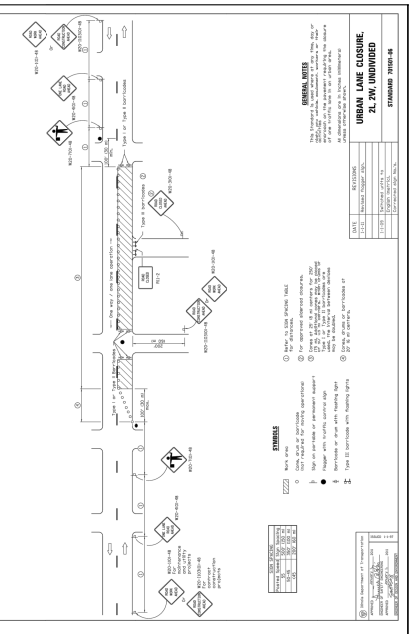
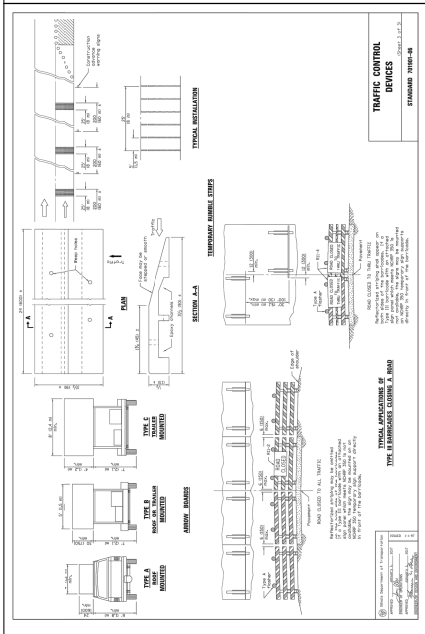
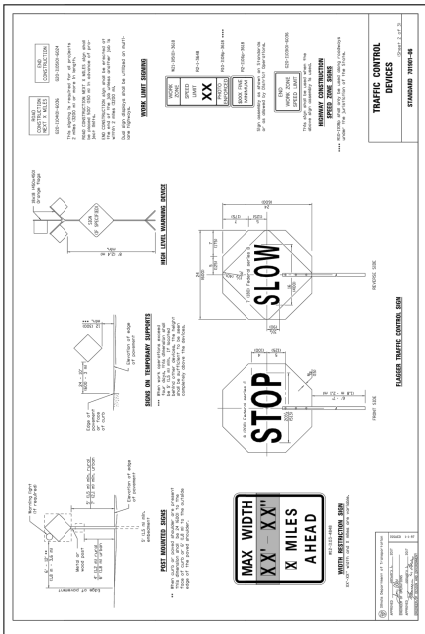
2709 McGraw Drive - Bloomington, Illinois 61704 - Phone: (309) 663-8435 / info@f-w.com



1 STANDARD PAVEMENT PATCHING DETAILS
 Scale: NTS



2 STANDARD DRIVEWAY PATCHING DETAILS
 Scale: NTS





2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@e4w.com

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

PROJECT: City Of Bloomington, Illinois

Szarek Drive Water Main Replacement

Date:	08/15/2017
Design/Drawn:	SRM/DRR
Reviewed:	SRM
Field Book No.:	3219

SSZAREK DRIVE PLAN
& PROFILE
STA 10+00 TO 14+50

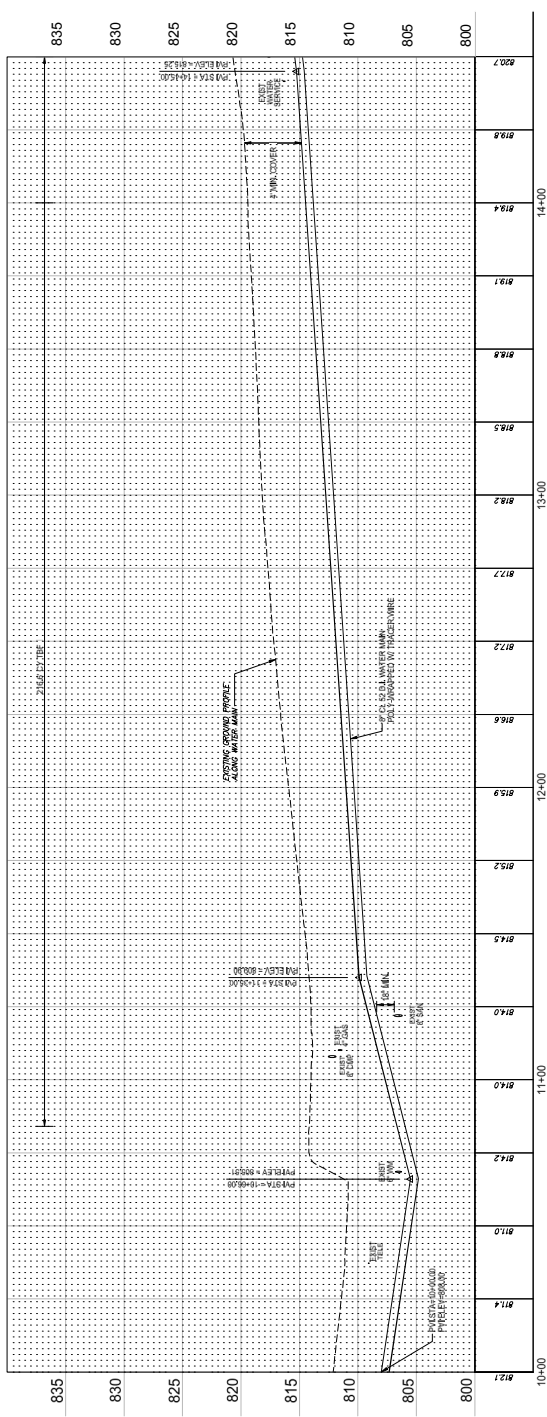
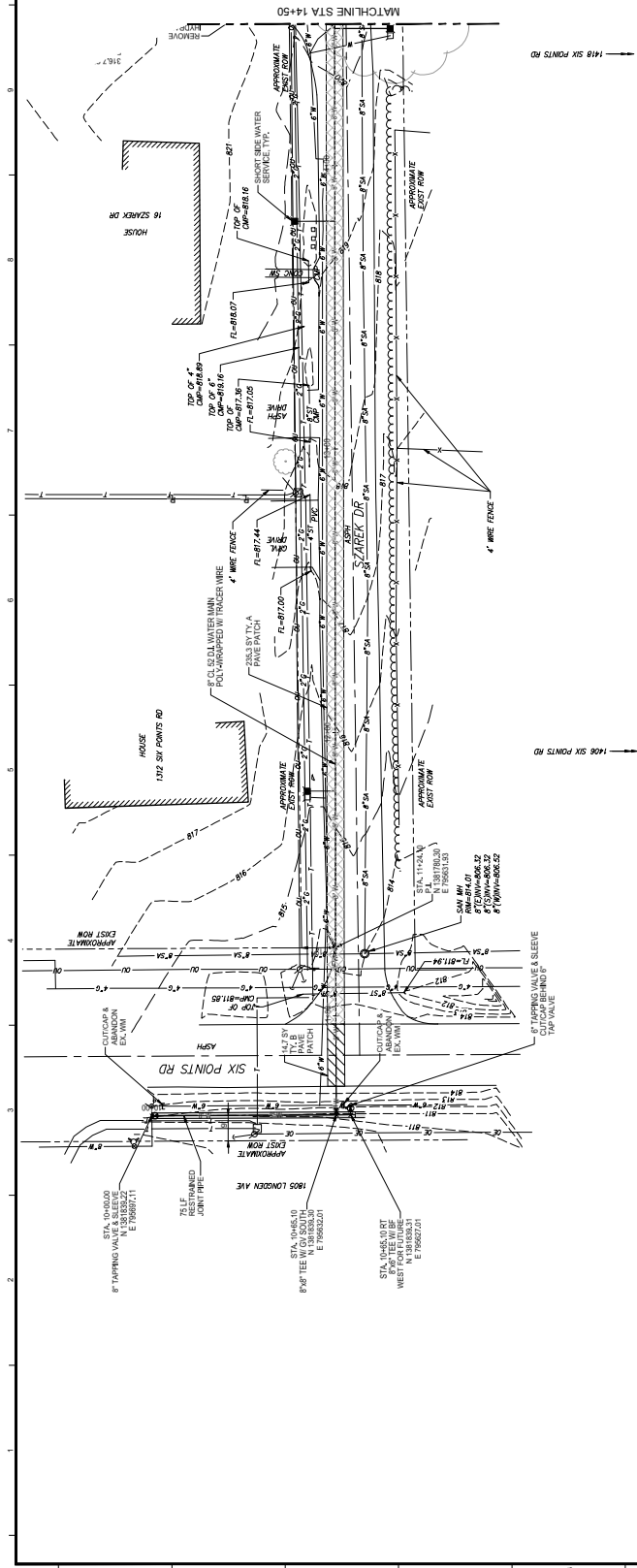
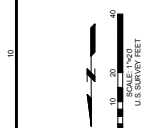
DE ET AL.

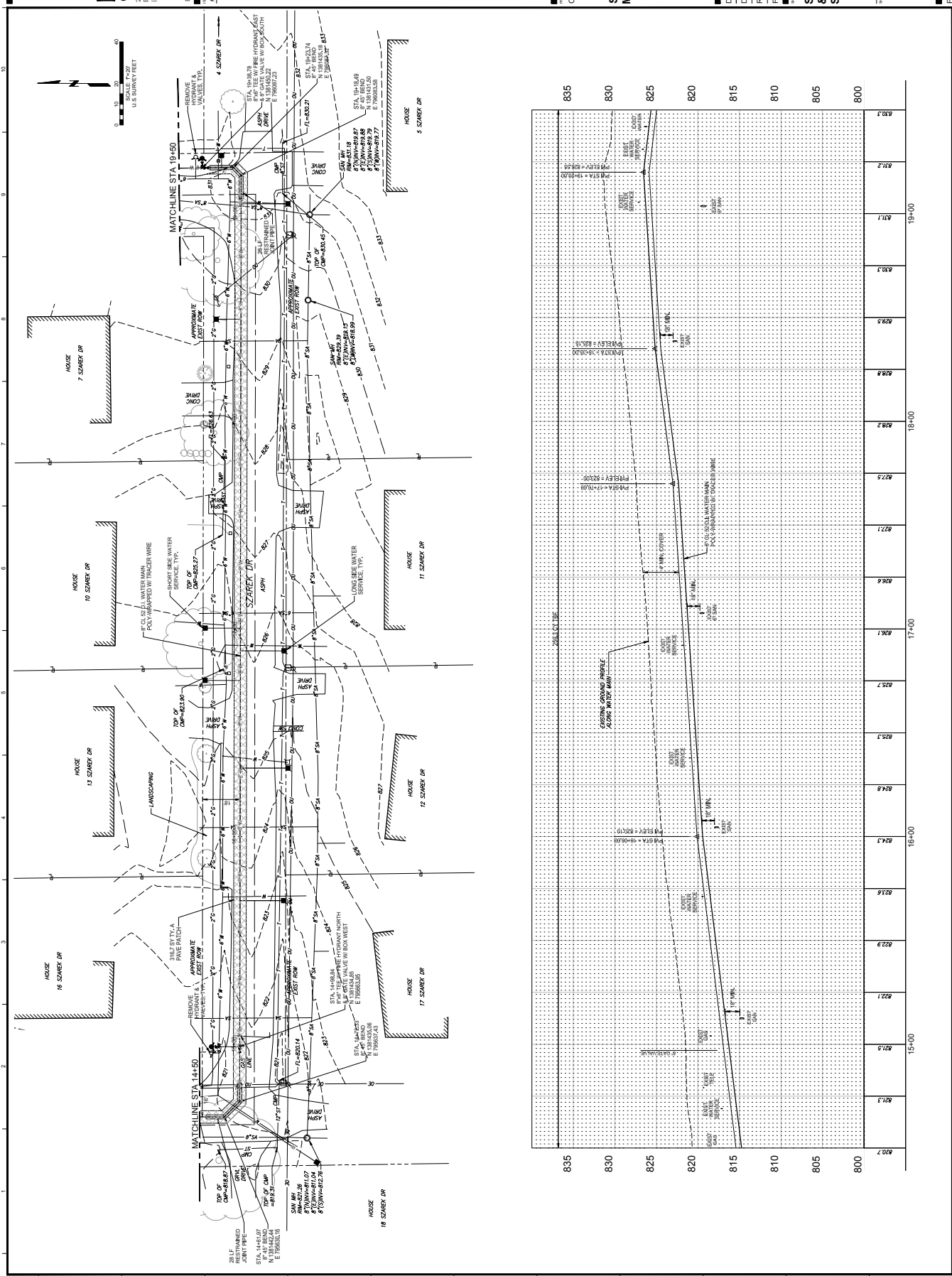
C1.1

6 OF 8

Project No.:

600







2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@e-w.com

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

PROJECT: City Of Bloomington, Illinois

Szarek Drive Water Main Replacement

Date:	08/15/2017
Design/Drawn:	SRM/DRR
Reviewed:	SRM
Field Book No.:	3219

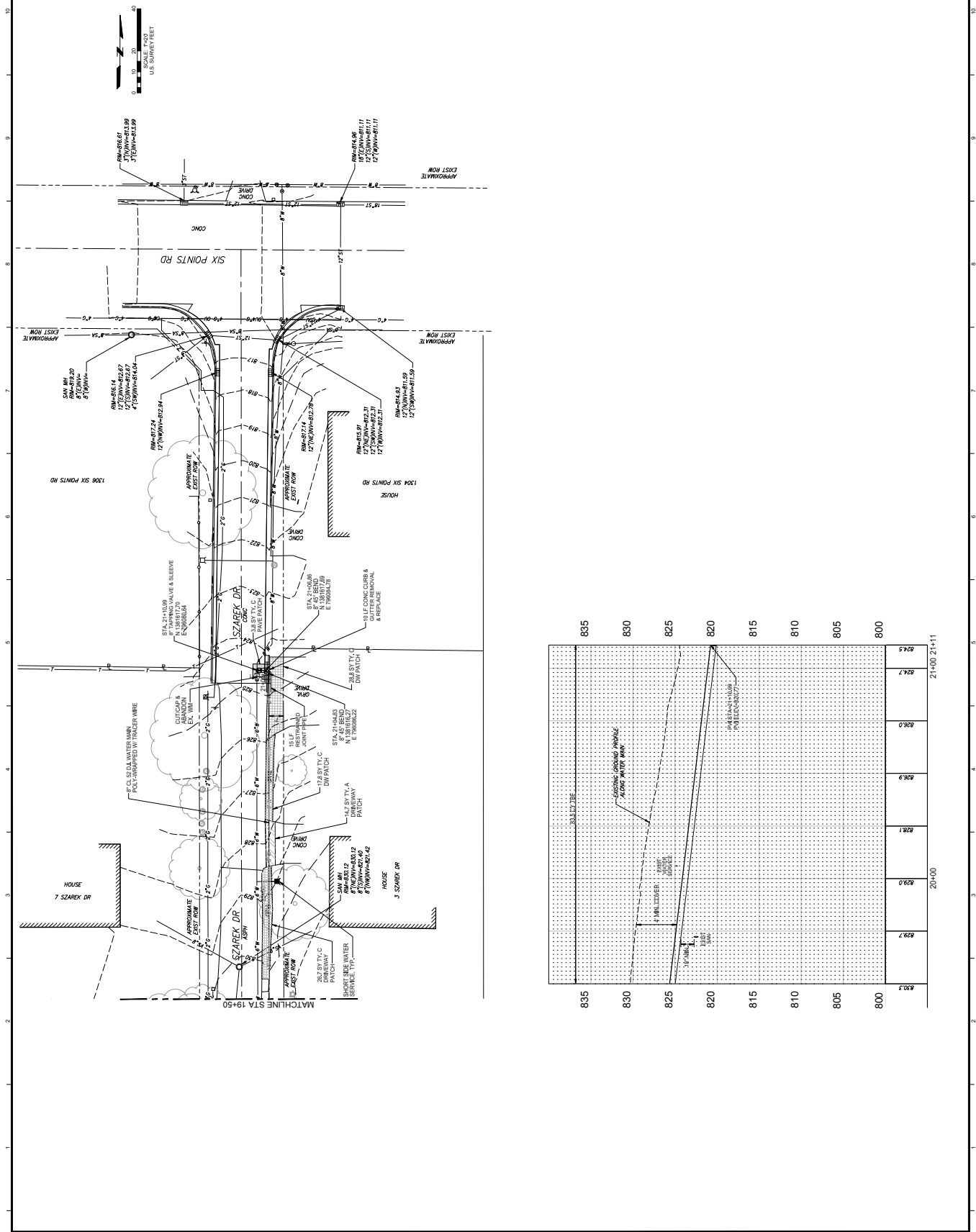
SZAREK DRIVE PLAN
& PROFILE
STA 19+50 TO 21+11

SHEET NUMBER

C1.3

Project No.:

1606.02



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2156
Fax: 309-434-2833



SZAREK DRIVE - WATER MAIN REPLACEMENT

0 137.5 275
Feet
Date: 2/16/2018





CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Finance Department

SUBJECT: Consideration of Renewing a Commercial Card Agreement with Commerce Bank as requested by the Finance Department.

RECOMMENDATION/MOTION: Authorizing the Renewal Agreement with Commerce Bank and authorize the Interim City Manager and City Clerk to execute agreement and necessary documents.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE: 1. A. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The City is operating under an expired commercial card agreement. This agreement was entered into with Commerce Bank to begin a revenue sharing program when transacting business through a commercial card. The two ways the City uses commercial credit cards are the purchasing card program which allows for the City to complete efficient and discounted purchases i.e. travel, online orders. Also, an accounts payable program which allows the City to pay applicable vendors through a commercial card program rather than by ACH, EFT or other method whereby earning revenues for the City. In addition to revenue sharing, an additional benefit of these programs is the ability to earn yield on cash flows outstanding while the commercial card bill is not yet due. A thirty to forty-five day cash flow advantage in times of increasing interest rates will add to revenues. Revenue sharing for the purchasing program is about \$1,000 per quarter since this program has been greatly scaled back. Although the City was under contract the accounts payable program was never implemented. Based on an analysis of our current vendors, the City could earn \$50,000 to \$70,000 per year in revenue sharing for the accounts payable program. This new revenue stream not factored into the FY2019 budget can help defray staff costs related to these programs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Finance has worked with Commerce Bank to negotiate an increased revenue share and updated legal terms. The impact of these programs could result in increased annual revenue of up to \$70,000 in FY 2019 which is not currently factored into the proposed budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY
CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Finance Director

Legal review by: Gregory E. Moredock, Sorling Northrup

Recommended by:

A handwritten signature in dark ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments: N/A



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Resolution approving a Change Order to Purchase Order #200180051 with Ferguson Enterprises in the amount of \$70,000.00 for the FY2018 Water Meter Installation Program as requested by the Water Department.

RECOMMENDATION/MOTION: A Resolution authorizing a Change Order in the amount of \$70,000.00 to Purchase Order #20180051-00 with Ferguson Enterprises and the purchase of Neptune Water Meters be approved, and authorize the Mayor and City Clerk to execute the Resolution.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services, and Goal 2. Upgraded City infrastructure.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and levels of services. Objective 2b. Quality water for the long term.

BACKGROUND: This change order will add \$70,000.00 to the FY2018 Water Meter Replacement Program to Purchase Order #200180051-00 with Ferguson Enterprises. Included in FY 2018, \$875,500.00 is budgeted for Meters. The purchase order for Ferguson Enterprises was approved for \$800,000 by Council on May 27, 2017 (this can be found in attached Council Meeting Agenda Item 7F). While changing out the remaining non radio meters during FY 2018, staff began a water meter change out program to remove older meters that still have lead in the meter body. It is anticipated the encumbered \$800,000 will be exhausted in mid-March 2018. The additional \$70,000.00 will be used for the purchase of additional water meters for residential installation through Purchase Order #2001800501.

Currently, water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software makes it extremely difficult and not cost productive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another. Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. That is what the City has done for at least 20 years choosing Neptune as the manufacturer of water meters used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system.

As part of the original purchase, the Water Department requested waiving the formal bidding process due to its limited source, as well as the authorization of the purchase of Neptune Water

meters and the related accessories listed in the attached price list from Ferguson Enterprises for the FY2018 water meter program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are available in the Water Meters Services-Meters account (50100150-71730). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on page 148.

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

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Nick O'Donoghue, Superintendent of Water Meter Service

Reviewed by: Robert Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Community Development review by: Bob Mahrt, Interim Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 6B - Resolution
- 6C - Limited Source Letter
- 6D - Price List for FY18
- 6E - PO #200180051-000
- 6F - May 27, 2017 Council Meeting Agenda Item 7F

RESOLUTION NO. 2018 –

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF
\$70,000.00 TO PURCHASE ORDER #20180051-00 WITH FERGUSON ENTERPRISES
AND THE PURCHASE OF NEPTUNE WATER METERS**

WHEREAS, the City of Bloomington has previously authorized a contract with Ferguson Enterprises via Purchase Order #20180051-00, in the amount of \$800,000, for the purchase of water meters; and

WHEREAS, the original contract amount is nearly depleted and the additional \$70,000 will be used for the purchase of additional water meters for residential installation; and

WHEREAS, the City Council originally approved a bid waiver for the purchase of the specialized water meters from Ferguson Enterprises, which waiver continues in effect for the additional purchase; and

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

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

That a change order in the amount of \$70,000.00 to Purchase Order #20180051-00 with Ferguson Enterprises in the amount of \$70,000.00 for the purchase of additional water meters, as a limited source without bid, is hereby approved and the City Manager is authorized to execute any necessary documents to effectuate the purchase.

ADOPTED this 12th day of March, 2018.

APPROVED this ____ day of March, 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

May 3, 2017

Nick O'Donoghue

City Of Bloomington
603 West Division St.
Bloomington, IL 61701



Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units and parts.

Ferguson is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson representative T. J. Rodebaugh at 815-341-4772, your local Neptune representative Pat Prasifka, at 334-391-6128, or Neptune's bid department at 334-283-6555.

Sincerely,

Lawrence M. Russo
VP, Finance

LMR/jsk



FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2617

Phone: 815-756-2800
Fax: 815-756-2877

Deliver To:

From: Ryan Raupp

Comments:

11:09:51 MAY 02 2017

Page 1 of 2

FERGUSON WATERWORKS #2516

Price Quotation

Phone: 815-756-2800

Fax: 815-756-2877

Bid No: B083105
Bid Date: 05/02/17
Quoted By: RDR

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

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

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

Cust PO#:

Job Name: 2017 METERS

Item	Description	Quantity	Net Price	UM	Total
NED2A11RDF3	LF 5/8 T10 MTR V4 R900I CF	1	225.610	EA	225.61
NED2C11RDF3	LF 3/4 T10 MTR V4 R900I CF	1	291.870	EA	291.87
NED2D11RDF3	LF 3/4 SL T10 MTR V4 R900I CF	1	291.870	EA	291.87
NED2F11RDF3	LF 1 T10 MTR V4 R900I CF	1	366.260	EA	366.26
NED2H11RDF3	LF 1-1/2 T10 MTR V4 R900I CF	1	670.870	EA	670.87
NED2J11RDF3	LF 2 T10 MTR V4 R900I CF	1	784.550	EA	784.55

COMPOUNDS					

NEC2ARWF3	2 HP T/F CMPD MTR V4 R900I CF PIT	1	1946.020	EA	1946.02
NEC3BRWF3	3 T/F CMPD MTR V4 R900I CF PIT	1	3001.650	EA	3001.65
NEC3CRWF3	4 T/F CMPD MTR V4 R900I CF PIT	1	3814.880	EA	3814.88
NEC3DRWF3	6 T/F CMPD MTR V4 R900I CF PIT	1	6238.020	EA	6238.02

NRD2F13	REG 5/8 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F23	REG 3/4 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F33	REG 1 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F43	REG 1-1/2 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F53	REG 2 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRW2F13	REG 5/8 T10 V4 R900I CF	1	207.080	EA	207.08
NRW2F23	REG 3/4 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F33	REG 1 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F43	REG 1-1/2 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F53	REG 2 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW5F13	REG 1-1/2&2 HPT V4 R900I CF PIT	1	207.080	EA	207.08

HPT METERS					

NET4ARWF3	2 HP TURBINE MTR V4 R900I CF PIT	1	971.900	EA	971.90
NET4BRWF3	3 HP TURBINE MTR V4 R900I CF PIT	1	1593.500	EA	1593.50
NET4CRWF3	4 HP TURBINE MTR V4 R900I CF PIT	1	1798.370	EA	1798.37



FERGUSON WATERWORKS #2516
Price Quotation

Fax: 815-756-2877

11:09:51 MAY 02 2017

Reference No: B083105

SP-NEP7D1RWF3	6 SS V4 CF PROTECTUS W/ T10 BYPASS	1	12970.865	EA	12970.87
---------------	------------------------------------	---	-----------	----	----------

Net Total:	\$37159.92
Tax:	\$0.00
Freight:	\$0.00
Total:	\$37159.92

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

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

Purchase Order # **20180051-00**

Delivery must be made within
doors of specified destination.

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

FERGUSON ENTERPRISES INC
12500 JEFFERSON AVENUE
NEWPORT NEWS VA 23602
UNITED STATES

WATER DEPARTMENT
603 WEST DIVISION
BLOOMINGTON IL 61701

309-434-2426

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
			55			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
05/31/2017	1227				WATER METER SERVICE	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
	METERS AND WATER MAINS					
1	Meters, Water and Accessories PURCHASE OF NEPTUNE WATER METERS AND ACCESSORIES FOR THE ON GOING WATER METER INSTALLATION PROGRAM FROM FERGUSON WATERWORKS THE AUTHORIZED NEPTUNE WATER METER SUPPLIER FOR THIS AREA. TERMS OF THIS PO ARE 5/1/17 TO 4/30/18 THIS PO IN NO WAY LIMITS OR GUARANTEES QUALITIES OR DOLLARS TO BE SPENT.		1.0	each	\$800,000.000	\$800,000.00
***** GL SUMMARY *****						
50100150 - 71730		800,000.00				

WTL 4-2-17

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

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

CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

James Johnston
Procurement Manager

PO Total \$800,000.00



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of approving a Resolution Waiving the Formal Bid Process to Purchase through limited source Ferguson Waterworks for Neptune Water Meters and related accessories for the Water Department FY 2018 Water Meter Installation Program.

RECOMMENDATION/MOTION: That Council approve a Resolution Waiving the Formal Bid Process authorizing the purchase of water meters and related accessories as a limited source, from Ferguson Waterworks as the authorized Neptune water meter supplier for this area, at the purchase prices listed on the attached price list up to a total maximum of \$800,000, authorize the Mayor and City Clerk to execute the Resolution, and the Procurement Manager be authorized to execute a purchase order.

STRATEGIC PLAN LINK: Objective 4 – City Services delivered in the most cost-effective, efficient manner.

STRATEGIC PLAN SIGNIFICANCE: Goal 1 – Financially Sound City Providing Quality Basic Services, and Goal 2. Upgraded City infrastructure.

BACKGROUND: Currently, water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software makes it extremely difficult and not cost productive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another. Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. That is what the City has done for at least 20 years. The City cannot competitively bid water meters of different brands and integrate them into the existing system.

The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters and the resultant efficiencies of reduced personnel needed for meter reading through City Council action on February 28, 2005, specifically identifying **Neptune** as the manufacturer of water meters to be used by the City. The Water Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 97% deployed (approximately 30,500 RF units installed on 32,000 total water meters since 2012). The City has reduced its meter reading force by two employees over that time.

The Water Department is requesting waiving the formal bidding process due to its limited source, and the authorization of the purchase of Neptune Water meters and the related accessories listed in the attached price list, up to a total maximum of \$800,000, for its FY 2018 water meter program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: The FY 2018 Budget includes \$875,500 budgeted under Water Meter Services-Meters account (50100150-71730). Stakeholders can locate this in the FY 2018 Proposed Budget titled “Proposed Other Funds Budget” on page 118.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable.

Link to Comprehensive Plan/Downtown Plan Goals: Not Applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Nick O’Donoghue, Superintendent of Water Meter Service

Reviewed by: Robert Yehl, PE, Water Director
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution
- Limited Source Letter
- Price List for FY18

RESOLUTION NO. 2017-__

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF NEPTUNE WATER METERS AND RELATED
ACCESSORIES FROM FERGUSON WATERWORKS FOR THE WATER
DEPARTMENT FY2018 WATER METER INSTALLATION PROGRAM PURCHASE
PRICE NOT TO EXCEED \$800,000.**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a specific water meter and related accessories from Ferguson Waterworks is the authorized Neptune water meter supplier for this area, at the purchase prices listed on the attached price list, up to a total maximum of \$800,000.

ADOPTED this 22nd day of May, 2017.

APPROVED this day of May, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

May 3, 2017

Nick O'Donoghue

City Of Bloomington
603 West Division St.
Bloomington, IL 61701



Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units and parts.

Ferguson is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson representative T. J. Rodebaugh at 815-341-4772, your local Neptune representative Pat Prasifka, at 334-391-6128, or Neptune's bid department at 334-283-6555.

Sincerely,

Lawrence M. Russo
VP, Finance

LMR/jsk



FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2617

Phone: 815-756-2800
Fax: 815-756-2877

Deliver To:

From: Ryan Raupp

Comments:

11:09:51 MAY 02 2017

Page 1 of 2

FERGUSON WATERWORKS #2516

Price Quotation

Phone: 815-756-2800

Fax: 815-756-2877

Bid No: B083105
Bid Date: 05/02/17
Quoted By: RDR

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

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

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

Cust PO#:

Job Name: 2017 METERS

Item	Description	Quantity	Net Price	UM	Total
NED2A11RDF3	LF 5/8 T10 MTR V4 R900I CF	1	225.610	EA	225.61
NED2C11RDF3	LF 3/4 T10 MTR V4 R900I CF	1	291.870	EA	291.87
NED2D11RDF3	LF 3/4 SL T10 MTR V4 R900I CF	1	291.870	EA	291.87
NED2F11RDF3	LF 1 T10 MTR V4 R900I CF	1	366.260	EA	366.26
NED2H11RDF3	LF 1-1/2 T10 MTR V4 R900I CF	1	670.870	EA	670.87
NED2J11RDF3	LF 2 T10 MTR V4 R900I CF	1	784.550	EA	784.55

COMPOUNDS					

NEC2ARWF3	2 HP T/F CMPD MTR V4 R900I CF PIT	1	1946.020	EA	1946.02
NEC3BRWF3	3 T/F CMPD MTR V4 R900I CF PIT	1	3001.650	EA	3001.65
NEC3CRWF3	4 T/F CMPD MTR V4 R900I CF PIT	1	3814.880	EA	3814.88
NEC3DRWF3	6 T/F CMPD MTR V4 R900I CF PIT	1	6238.020	EA	6238.02

NRD2F13	REG 5/8 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F23	REG 3/4 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F33	REG 1 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F43	REG 1-1/2 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F53	REG 2 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRW2F13	REG 5/8 T10 V4 R900I CF	1	207.080	EA	207.08
NRW2F23	REG 3/4 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F33	REG 1 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F43	REG 1-1/2 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F53	REG 2 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW5F13	REG 1-1/2&2 HPT V4 R900I CF PIT	1	207.080	EA	207.08

HPT METERS					

NET4ARWF3	2 HP TURBINE MTR V4 R900I CF PIT	1	971.900	EA	971.90
NET4BRWF3	3 HP TURBINE MTR V4 R900I CF PIT	1	1593.500	EA	1593.50
NET4CRWF3	4 HP TURBINE MTR V4 R900I CF PIT	1	1798.370	EA	1798.37



FERGUSON WATERWORKS #2516
Price Quotation

Fax: 815-756-2877

11:09:51 MAY 02 2017

Reference No: B083105

SP-NEP7D1RWF3	6 SS V4 CF PROTECTUS W/ T10 BYPASS	1	12970.865	EA	12970.87
---------------	------------------------------------	---	-----------	----	----------

Net Total:	\$37159.92
Tax:	\$0.00
Freight:	\$0.00
Total:	\$37159.92

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Community Development Department – Planning Division

SUBJECT: Consideration of a Resolution authorizing a Change Order in the amount of \$24,500 to the Contract between the City of Bloomington and Houseal Lavigne & Associates (RFP 2017-06, PO #20170270 for \$125,000) for the purpose of a comprehensive evaluation and amendment to the City of Bloomington Sign Ordinance as requested by the Community Development – Planning Division Department.

RECOMMENDATION/MOTION: A Resolution authorizing a Change Order in the amount of \$24,500 to the Contract between the City of Bloomington and Houseal Lavigne & Associates be approved, and the Mayor and City Clerk authorized to execute the Resolution.

STRATEGIC PLAN LINK: Great Places—Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: 5a. Well-planned City with necessary services and infrastructure; 5b. City decisions consistent with plans and policies; 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND: In August 2015, the City of Bloomington adopted a new Comprehensive Plan. The award-winning plan contains a myriad of recommendations for updating city ordinances, particularly land development and zoning ordinance. In July 2016, the City published RFP 2017-06 requesting proposals for a comprehensive review and rewrite of the City of Bloomington Zoning Ordinance, and on August 22, 2016, the City of Bloomington entered into a contract with Houseal Lavigne & Associates for the aforementioned work.

The Advertising Sign Code, Chapter 3 of the City Code, regulates a variety of signs with the intention of protecting public safety and investment, property rights, and the local economy. The ordinance addresses the size and location of new signs, billboards, banners, temporary signs, and contains mechanisms for removing abandoned and dangerous signs. Regulations are directly linked to the property's zoning, and the Zoning Board of Appeals handles the administrative procedures related to the sign code. While Bloomington's code is a stand-alone chapter in the City Code, it is logical, and typical, for sign regulations to be located within the zoning ordinance. The most recent, comprehensive revision to the City of Bloomington Advertising Sign Code, Chapter 3 of the City Code, occurred in 1998, consequentially, the current code might be fragmented, use inconsistent language, provide irrelevant and incorrect cross references, as well as, redundant and/or contradictory policies. An unclear ordinance creates difficulty for Code Enforcement and Sign Administrators, and can lead to a proliferation of signs and visual clutter in the community. Additionally, the Code does not adequately address new technologies, such as LED signs and electronic message boards, and needs revisions to reflect recent Supreme Court rulings and

changes in federal regulations. The scope of work is too great for staff to complete in-house, and requires the time and expertise of professional consultants versed in the most-recent regulation and best practices. On-going work with Houseal, Lavigne & Associates on the Zoning Ordinance provides an appropriate basis to continue with work with them on the new Sign Ordinance. Houseal, Lavigne & Associates provided a scope of work and quote for amending the sign ordinance, attached to this memo. The cost of the project will not exceed \$24,500, and the proposed change order will allow the sign code revision to occur concurrently with the zoning ordinance update resulting in clear and consistent regulations and procedures.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: *Not applicable at this time.* If the change order is approved and a draft Sign Ordinance is prepared, staff and the consultants will hold meetings with the Planning Commission/Zoning Board of Appeals, as well as a public hearing and presentation to City Council. There will be opportunities for public input on the Sign Ordinance revision.

FINANCIAL IMPACT: The City budgeted for consulting services to evaluate and update Chapter 3 of the City Code, the City of Bloomington Advertising Sign Code in the Planning-Other Purchased Services account (10015420-70690); the cost of the project will not exceed \$24,500.00. Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted General Fund Budget” on page 317. The comprehensive update to the sign ordinance is completed more efficiently and effectively when completed concurrent with the zoning ordinance amendments. It is in the City’s best interest to ensure codes and ordinances are relevant and reflect recent legislation and technology. Investing in updating the Sign Ordinance will allow the City to adapt to advertising trends, effectively enforce the ordinance, and promote Bloomington as a safe, clean place, reducing clutter associated with a proliferation of signs.

COMMUNITY DEVELOPMENT IMPACT: D-2.4 Develop and adopt a downtown signage code appropriate to the area. D-2.3b Adopt code to encourage signs visible to pedestrians and bicyclists as well as auto traffic. D-2.3c Adopt code to discourage sign placements and sizes that detract from the Downtown character, while offering options to businesses.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Bob Mahrt, Interim Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- 2B - Resolution authorizing a Change Order in the amount of \$24,500 to the contract between the City of Bloomington and Houseal, Lavigne & Associates (RFP-2017-06).
- 2C - Scope of Work

RESOLUTION NO. 2018 -

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR \$24,500 TO THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND HOUSEAL LAVIGNE & ASSOCIATES (RFP 2017-06) FOR THE PURPOSES OF A COMPREHENSIVE EVALUATION AND AMENDMENT TO THE CITY OF BLOOMINGTON SIGN ORDINANCE.

WHEREAS, the City of Bloomington's Comprehensive Plan 2035, adopted by City Council in August 2015, recommends updating the City of Bloomington ordinances as necessary action for achieving the community's twenty year vision.

WHEREAS, the City of Bloomington previously authorized a contract with Houseal, Lavigne & Associates for a comprehensive update to the City of Bloomington Zoning Ordinance, Chapter 44 of the City Code (RFP 2017-06); and,

WHEREAS, Chapter 3 of the City Code, the City of Bloomington Advertising Sign Code, inadequately addresses modern technologies, recent Supreme Court rulings, and changes in federal regulations, and contains a number of incorrect cross references, inconsistent language, and redundancies; and,

WHEREAS, the City budgeted for consulting services to evaluate and update Chapter 3 of the City Code, the City of Bloomington Advertising Sign Code in the Community Development Department FY2018 Budget (10015420-70690); and,

WHEREAS, a direct relationship between sign regulations and procedures, and zoning regulations and procedures exists, and ongoing work with Houseal, Lavigne & Associates on the Zoning Ordinance provides an appropriate basis for completing an update to the Sign Ordinance; and,

WHEREAS, the City Council finds that the decision to approve the change order is in the best interest of the City of Bloomington and is germane to the original contract.

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

That a change order in the amount of \$24,500 for the contract between the City of Bloomington and Houseal, Lavigne & Associates is approved and may be executed by the City Manager.

PASSED this 12th day of March 2018

APPROVED this _____ day of March 2018

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry Lawson, C.M.C., City Clerk

Bloomington, IL Sign Ordinance Update Proposal

Scope of Work

1. Meeting with City Staff

An initial meeting will be conducted with City staff to review the existing sign ordinance, with the intent of identifying and discussing areas of concern relating to existing sign regulations.

2. Assessment of Existing Signs and City Sign Regulations

This step includes a detailed review and assessment of the City's existing Sign Regulations and an assessment of the existing signage throughout the City. Several different types of signage will be assessed, including: building, wayfinding, temporary, off-site, on-site, changeable copy/reader board, and more. Strengths and weaknesses of the existing Sign Ordinance will be identified.

3. Research and Assessment of Sign Ordinances

This Step includes research of other sign ordinances and best practices. This research and assessment phase will include on-line research, phone calls and discussions with communities regarding the strengths and weaknesses of their codes, assessment of recent regulatory trends, and other assessment and evaluation research methods. The purpose of this step will be to determine the best regulatory practices that may have applicability to Bloomington.

4. Draft Sign Ordinance

This step will include the preparation of reports, transmittals, and draft text amendment language for a new Sign Ordinance. This deliverable will include illustrations and other components necessary to create clear, concise, and easy to understand sign regulations.

5. City Staff Review

The draft sign ordinance will be provided to City staff for review.

6. Meeting with Plan Commission/Zoning Board of Appeals:

A meeting will be conducted with the Plan Commission/Zoning Board of Appeals to review, discuss, and reach preliminary consensus regarding the draft sign ordinance.

7. Revised Draft Sign Ordinance

Based on all previous steps in the process and feedback from the various groups, a revised draft Sign Ordinance will be prepared for review and discussion.

Public Hearing

Houseal Lavigne Associates will attend public hearing meetings to present and discuss the Draft Sign Ordinance to the public. Based on revisions from the designated public hearing body, a Draft will be prepared for recommendation to the City Council.

Final Zoning Ordinance to City Council

The Revised Sign Ordinance will be presented to City Council for consideration and adoption. Appropriate changes will be made based on City Council direction.

Schedule

We proposed the completion of the update sign ordinance will take approximately three (3) months to complete.

Cost

We propose a “not to exceed amount” of **\$24,500**, including all directly related job expenses.



CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Resolution authorizing the City of Bloomington to submit a re-zoning application for the Lake Bloomington Fill-Site to the McLean County Building and Zoning Department as requested by the Water Department.

RECOMMENDATION/MOTION: A Resolution be adopted by the City of Bloomington to submit a Zoning Application to the McLean County Building and Zoning Department to re-zone land west of the spillway at Lake Bloomington from R-1 Single Family Residence District to Agriculture District, and authorize the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long run.

BACKGROUND: For many years, the City utilized the area downstream of the dam at Lake Bloomington as a spoil site for excess clean fill. Clean fill stockpiling operations at the site were discontinued when the City received an open dumping violation notice from the Illinois Environmental Protection Agency (IEPA) and a violation notice from the McLean County Building and Zoning Department that the site was not zoned for disposal of fill material. At the council meeting of April 13, 2015, the IEPA violation was cleared when Council approved a Compliance Commitment Agreement (CCA) with the IEPA whereby the City agreed to prohibit dumping and fence off the site. Since that time, the area has been fenced and not been utilized by the City.

An agreement was also reached with the McLean County Building and Zoning Department for the City to re-grade the fill material slopes to a sustainable configuration and plant grass on the slopes. In June of 2017, staff removed the stored items and Stark Excavating (Bid #2017-43) completed re-grading the fill material slopes and planted the required vegetation.

The Water Department is requesting the re-zoning in order to store materials as part of the Emergency Action Plan should one of the City's dams begin to fail. As part of the Agriculture District, a provision entitled Government Services permits the Department to utilize the area for government purposes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Building and Zoning.

FINANCIAL IMPACT: N/A

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

Link to Comprehensive Plan/Downtown Plan Goals UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Minimal

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Property Manager

Reviewed by: Robert Yehl, P.E. Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Community Development review by: Bob Mahrt, Interim Community Development Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 3B - Resolution
- 3C - McLean County Building and Zoning Application
- 3D - Legal Description
- 3E - Zoning Maps
- 3F - Location Map
- 3G - Selected portion of Emergency Action Plans

RESOLUTION NO. 2018 -

A RESOLUTION AUTHORIZING THE CITY OF BLOOMINGTON TO SUBMIT A ZONING PERMIT APPLICATION TO THE MCLEAN COUNTY BUILDING AND ZONING DEPARTMENT TO RE-ZONE THE LAKE BLOOMINGTON FILL-SITE AREA FROM R-1 SINGLE FAMILY RESIDENCE DISTRICT TO AGRICULTURE DISTRICT.

WHEREAS, The City of Bloomington utilized an area downstream from the Lake Bloomington dam as an area to store clean fill material; and

WHEREAS, in July of 2015, the City of Bloomington received an Open Dumping Violation from the Illinois Environmental Protection Agency and a zoning violation from McLean County Building and Zoning for the disposal of fill material; and

WHEREAS, at the April 13, 2015 City Council meeting, the Council approved a Compliance Commitment Agreement (CCA) with the IEPA whereby the City agreed to prohibit dumping and fence off the site; and

WHEREAS, in an agreement with the McLean County Building and Zoning Department, the City of Bloomington agreed to re-shape the slope and plant vegetation and to re-zone the area from R-1 Single Family Residence District to Agriculture District; and

WHEREAS, the City of Bloomington has completed the required re-shaping, has met all IEPA and McLean County Building and Zoning requirements and now seeks to re-zone the property in compliance with its agreement with the County.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to submit an Application for Zoning Amendment to the McLean County Building and Zoning Department, and are authorized to execute any necessary documents to effectuate the re-zoning.

PASSED this 12th day of March 2018.

APPROVED this _____ day of March 2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, C.M.C., City Clerk

APPLICATION FOR **ZONING MAP AMENDMENT** UNDER THE REGULATIONS OF THE McLEAN COUNTY ZONING ORDINANCE

APPLICANT NAME: City of Bloomington ADDRESS: 109 E. Olive Street Bloomington, IL 61701 PHONE: - home: 309-434-2461 Cell: N/A	FOR OFFICIAL USE ONLY CASE NO.: ZA - -
OWNER NAME: City of Bloomington ADDRESS: 109 E. Olive Street Bloomington, IL 61701	FILING FEE \$ _____ RECEIPT NO. _____ PUB. COSTS \$ _____ RECEIPT NO. _____ HEARING DATE _____ HEARING TIME _____ DECISION DATE _____
ATTORNEY NAME: Jeff Jurgens ADDRESS: 109 E. Olive Street Bloomington, IL 61701 PHONE: 309-434-2315 EMAIL: jjurgens@cityblm.org	FILE STAMP

PROPERTY INFORMATION

Permanent Parcel No.: 07-01-100-005 and 07-01-251-003

Does the site have frontage on a public road? Yes ☒ No ☐

Property Interest: Owner

If no, please explain plan for access: _____

Acres: Approximately 16.5 acres

Present Use: Vacant

☐ Legal Description Attached
Application shall be submitted with a copy of the property legal description.

AMENDMENT INFORMATION

An amendment to the McLean County Zoning District Map is requested to change the zoning classification of the above described property

From a classification of 350-36 R-1 Single Family Residence District District

To a classification of 350-35 Agriculture District District

ADDITIONAL INFORMATION

Attachment No. 1: Legal Description of area to be rezoned

Attachment No. 2: Map showing Parcel A (07-01-100-005) and Parcel B (07-01-251-003)

Attachment No. 3: Map showing Parcel A and Parcel B to be rezoned to Agriculture District from R-1 Single Family Residence District

Attachment No. 4:

I (we) certify that all of the above statements and information contained in any attachments, documents, or plans submitted herewith are true to the best of my (our) knowledge and belief.

APPLICATION FOR **ZONING MAP AMENDMENT** UNDER THE REGULATIONS OF THE Mc LEAN COUNTY ZONING ORDINANCE



Applicant Signature

Date

Should you need further information, please contact:

Robert Yehl, P.E.
City of Bloomington
Water Director
603 W. Division Street
Bloomington, IL 61701
(309)434-2641
byehl@cityblm.org

or

Joseph M. Darter
City of Bloomington
Property Manager
25515 Waterside Way
Hudson, IL 61701
(309)434-2431
jdarter@cityblm.org

Parcel A

That part of:

PT L1 & 2 NW 1-25-2E

lying within 525 feet north and west of centerline of McLean County Hwy. 8

Parcel B

That part of:

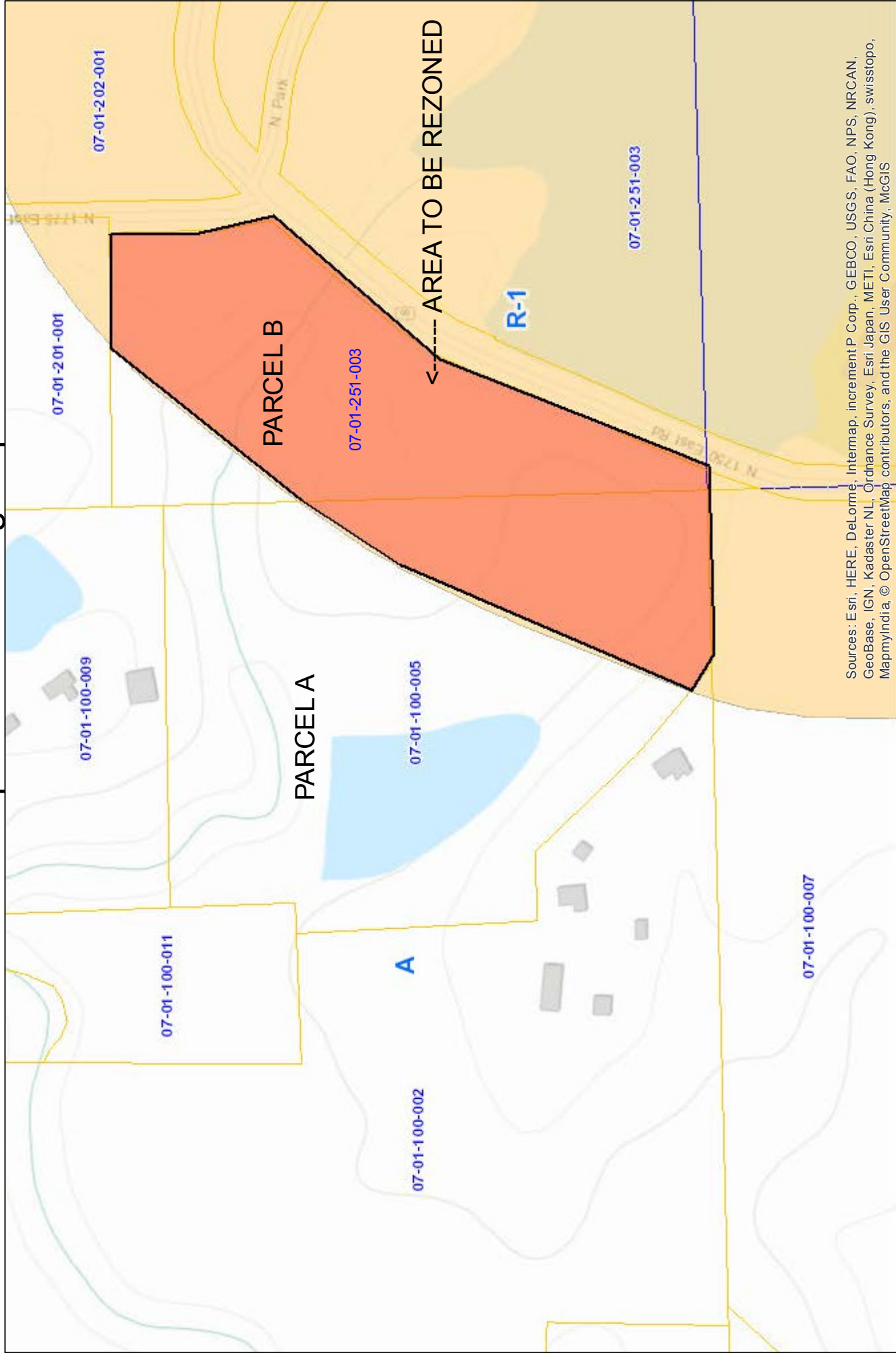
(EX BEG NW COR NE: E656.7', S665.3', W655.6', N659.5' TO POB & EX N OF COUNTY HIGHWAY 8 AND EX .12A GRIDLEY TELEPHONE TRACT IN SE NE AND EX PT PEORA POINT & EX THAT PART S OF COUNTY HIGHWAY 8 OF N 27.35A E 12 E 1/2 NE) NE1-25-2E

lying within 525 feet north and west of centerline of McLean County Hwy. 8

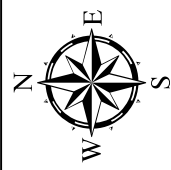


McGIS
McLEAN COUNTY
Geographic Information Systems

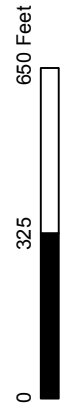
Proposed Re-Zoning Map

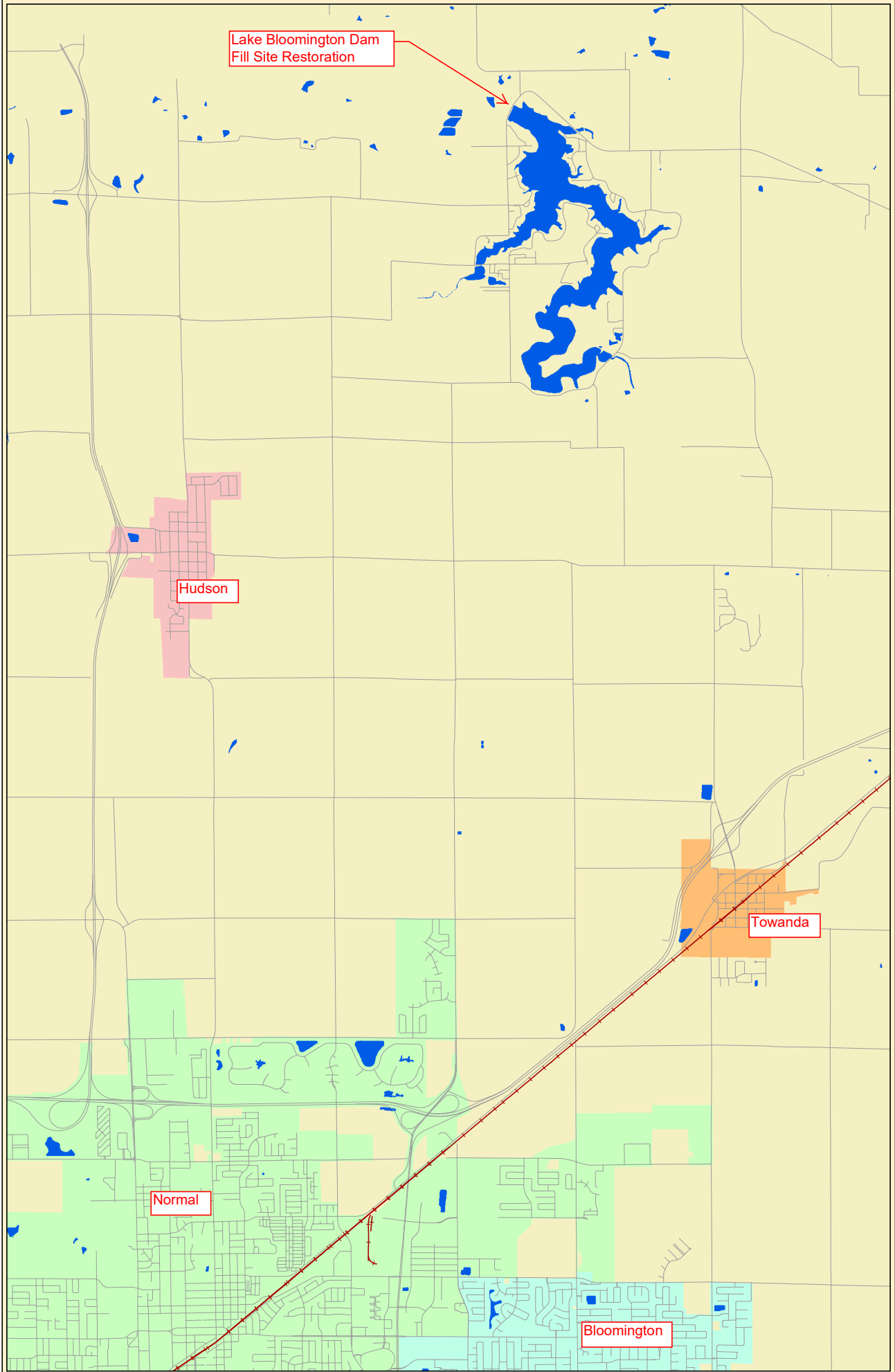


Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community, McGIS



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.





Evergreen Lake - Emergency Action Plan

9.7 Emergency Supplies and Information

9.7.1 Stockpiling of Materials and Equipment

The following material and equipment is available at City of Bloomington:

- Backhoes;
- Cherry Picker;
- Emergency Lighting;
- High Capacity Portable Pumps
- Sand
- Gravel

Aggregate and other materials and equipment can be obtained at the following locations:

Backhoe, Dump Trucks, Crawler Tractors

Doug Gildner
George Gildner, Inc.
Bloomington, IL
Phone: (309) 663-8458
Night: (309) 275-8910

Gravel, Sand, Riprap

Chris Ryan
Stark Excavating, Inc.
Bloomington, IL
Phone: (309) 828-5034
Night: (309) 275-1275

High Capacity Portable Pumps

Jeremy Holke
Rain for Rent
Geneseo, IL
Night: (309) 756-8470

Sand Bags

Barry Roche
NYP (Great Western Bag Co.)
St. Louis, MO
Phone: (314) 421-0498
Night: (314) 686-5198

Emergency Lighting

David E. Bruce
Anderson Electric, Inc.
Bloomington, IL
Phone: (309) 828-4422
Night: (309) 275-8722

Potential failures at the dam site can generally be categorized as structural failures of the earthen embankments or concrete support structures.

Lake Bloomington - Emergency Action Plan

9.7 Emergency Supplies and Information

9.7.1 Stockpiling of Materials and Equipment

The following material and equipment is available at City of Bloomington:

- Backhoes;
- Cherry Picker;
- Emergency Lighting;
- High Capacity Portable Pumps;
- Sand
- Gravel

Aggregate and other materials and equipment can be obtained at the following locations:

Backhoe, Dump Trucks, Crawler Tractors

Doug Gildner
George Gildner, Inc.
Bloomington, IL
Phone: (309) 663-8458
Night: (309) 275-8910

Gravel, Sand, Riprap

Chris Ryan
Stark Excavating, Inc.
Bloomington, IL
Phone: (309) 828-5034
Night: (309) 275-1275

High Capacity Portable Pumps

Jeremy Holke
Rain for Rent
Geneseo, IL
Night: (309) 756-8470

Sand Bags

Barry Roche
NYP (Great Western Bag Co.)
St. Louis, MO
Phone: (314) 421-0498
Night: (314) 686-5198

Emergency Lighting

David E. Bruce
Anderson Electric, Inc.
Bloomington, IL
Phone: (309) 828-4422
Night: (309) 275-8722

Potential failures at the dam site can generally be categorized as structural failures of the earthen embankments or concrete support structures.



CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution authorizing a Change Order in the amount of \$100,000.00 for the FY 2018 Utility Maintenance Contract with George Gildner, Inc., Bid No. 2018-02, for the purpose of funding additional utility maintenance projects at various locations as requested by the Public Works Department.

RECOMMENDATION/MOTION: A Resolution authorizing a Change Order in the amount of \$100,000.00 for the FY 2018 Utility Maintenance Contract with George Gildner, Inc. be approved, and the Mayor and City Clerk be authorized to execute the Resolution.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This Change Order will add \$100,000.00 to the FY 2018 Utility Maintenance Contract with George Gildner, Inc. This work includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are not emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower.

The budget for the FY2018 Utility Maintenance contract is \$768,000.00. The Sewer Fund (51101100-70550) contributed \$212,000.00 of the total contract. To date, projects coordinated by Staff have paid out approximately \$209,000.00 of the Sewer Fund for this contract, leaving approximately \$3,000.00 remaining. There are a number of sewer repairs that have been identified by Staff and should be repaired as soon as possible. The proposed Change Order will allow City Staff to coordinate several additional repair items at various locations in the City.

The developers of The Grove on Kickapoo Creek, have sent correspondence to Staff indicating that market conditions are not right for additional development, therefore, they will not be requesting the budgeted FY2018 funding of \$300,000.00. However, the developer has also indicated they may move forward on the development in the future as market conditions improve. If and when, the developers decide to move forward on the development they would be required to formally request City participation and approval for any sewer oversizing work. Passing this Change Order and coupled with the approval of the change order for the FY2018 Sewer Rehabilitation contract with Hoerr Construction, will reduce the budget for the oversizing trunk sewer work at the Grove to \$0.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on April 10, and a pre-bid meeting was held at 1:30 PM on April 18, 2017, in the Public Works Department Auxiliary Conference Room.

FINANCIAL IMPACT: Funds for the Grove on Kickapoo Creek Subdivision Sewer Oversizing are budgeted in FY 2018 at \$300,000 and are not needed in FY 2018. \$100,000 will be used to cover this change order. If approved a transfer of \$100,000 from the Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550) will be transferred to the Sanitary Sewer-Repair/Maintenance Infrastructure account (51101100-70550) to pay for the additional work. Stakeholders can locate the Grove On Kickapoo Creek Sewer Oversizing in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on pages 158, 294, 364, 371 and 372.

FY2018 Utility Maintenance Contract

Total Contract Award (PO # 20180054)	\$768,000
Budget – Water Funds (50100120-70050)-\$100,000 (50100140-70550)-\$50,000 50100150-72620)-\$300,000	\$450,000
Budget - Sewer Improvement Funds (51101100-70550)	\$212,000
Budget – Storm Water Funds (53103100-70550)	\$106,000
Change Order – FY2018 Utility Maintenance Contract (51101100-70550)	<u>\$100,000</u>
Total NEW Contract Amount with Approved Change Order:	\$868,000

<u>Oversizing Trunk Sewer at the Grove on Kickapoo Creek</u>	<u>\$300,000</u>
Change Order for FY2018 Sewer Rehabilitation Contract	- \$200,000
Change Order for FY2018 Utility Maintenance Contract	- <u>\$100,000</u>
Balance of Budgeted Funds:	\$0.00

COMMUNITY DEVELOPMENT IMPACT: N/A

Link to Comprehensive Plan/Downtown Plan Goals: (Review the Bloomington Comp Plan 2035 Goals & Objectives.)

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, Project Engineer

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- 2B - Resolution

RESOLUTION NO. 2018 -

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$100,000.00 TO THE FY 2018 UTILITY MAINTENANCE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND GEORGE GILDNER, INC.

WHEREAS, the City of Bloomington has previously authorized a contract with George Gildner, Inc. for utility maintenance work (FY2018 Utility Maintenance, Bid NO. 2018-02).

WHEREAS, they City has budgeted for the oversizing of the trunk sewer for The Grove on Kickapoo Creek, 6th Addition in the FY2018 Capital Improvement Budget.

WHEREAS, they developers of The Grove on Kickapoo Creek, 6th Addition have indicated they will not request the funds appropriated for the oversizing of trunk sewers in the FY2018 Capital Improvement Budget.

WHEREAS, the awarded project has been utilized by George Gildner, Inc. and will require additional sewers be repaired.

WHEREAS, it is desirous to proceed with additional sewer maintenance work by extending the George Gildner, Inc.'s purchase order (#20180054) through a change order.

WHEREAS, it is the finding of the City Council that the decision to approve the change order is in the best interest of the City of Bloomington and that said work is germane to the original contract.

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

That a change order in the amount of \$100,000.00 in the contract between the City of Bloomington and George Gildner, Inc. is approved and may be executed by the City Manager or his designee.

PASSED this 12th day of March 2018

APPROVED this _____ day of March 2018

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry Lawson, C.M.C., City Clerk



CONSENT AGENDA ITEM NO. 70

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution authorizing a Change Order in the amount of \$200,000.00 for the FY 2018 Sewer Rehabilitation Contract with Hoerr Construction, Inc., Bid No. 2018-20, for the purpose of funding additional sewer rehabilitation of failing sewers at various locations, as requested by the Public Works Department.

RECOMMENDATION/MOTION: A Resolution authorizing a Change Order in the amount of \$200,000.00 for the FY 2018 Sewer Rehabilitation Contract with Hoerr Construction, Inc. be approved, and the Mayor and City Clerk be authorized to execute the Resolution.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This change order will add \$200,000 to the FY 2018 Sewer Rehabilitation contract with Hoerr Construction, Inc. to perform work that includes sanitary sewer cured-in-place pipe lining (CIPP), manhole rehabilitation and lining and sewer point repairs in various locations throughout the City. Staff has identified additional sewer point repairs and segments of failing sewers which require additional funding. The funding is proposed to be taken from the FY 2018 sewer budget from funds originally appropriated for oversizing the sanitary trunk sewer in the Grove on Kickapoo Creek Subdivision 6th addition.

The developers of The Grove on Kickapoo Creek, have sent correspondence to Staff indicating that market conditions are not right for additional development; therefore, they will not be requesting the budgeted FY 2018 funding of \$300,000. However, the developer has also indicated they may move forward on the development in the future as market conditions improve. If and when the developers decide to move forward on the development, they would be required to formally request City participation and approval for any sewer oversizing work. The remaining \$100,000 from this budgeted item will be utilized on the FY 2018 Utility Maintenance Contract per a separate requested Council action.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was originally advertised in The Pantagraph on October 3, and October 10, 2017, and a pre-bid meeting was held at 1:30 PM on October 10, 2017, in the Public Works Department Conference Room.

FINANCIAL IMPACT: Funds for the Grove on Kickapoo Creek Subdivision Sewer Oversizing are budgeted in FY 2018 at \$300,000 and are not needed in FY 2018. \$200,000 will be used to cover this change order. If approved the payment of \$200,000 will come from the Sanitary Sewer-Repair/Sewer Construction & Improvement account (51101100-72550) to pay for the additional work. Stakeholders can locate the Grove on Kickapoo Creek Sewer Oversizing in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on pages 158, 294, 364, 371 and 372.

FY2018 Sewer Rehabilitation

Budget - Sewer Improvement Funds (51101100-72550)

Total Contract Award (PO # 20180328) \$550,000

Change Order – FY2018 Sewer Rehabilitation (51101100-72550) \$200,000

Total NEW Contract Amount with Approved Change Order: \$750,000

<u>Oversizing Trunk Sewer at the Grove on Kickapoo Creek</u>	\$300,000
Change Order for FY2018 Sewer Rehabilitation Contract	- \$200,000
Change Order for FY2018 Utility Maintenance Contract	- <u>\$100,000</u>
Balance of Budgeted Funds:	\$0.00

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, Project Engineer

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 3B – Resolution for Change Order FY 2018 Sewer Rehab

RESOLUTION NO. 2018 -

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$200,000.00 TO THE FY 2018 SEWER REHABILITATION CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND HOERR CONTSTRUCTION, INC.

WHEREAS, the City of Bloomington has previously authorized a contract with Hoerr Construction, Inc. for sewer rehabilitation work (FY2018 Sewer Rehabilitation Project, Bid NO. 2018-20).

WHEREAS, they City has budgeted for the oversizing of the trunk sewer for The Grove on Kickapoo Creek, 6th Addition in the FY2018 Capital Improvement Budget.

WHEREAS, they developers of The Grove on Kickapoo Creek, 6th Addition have indicated they will not request the funds appropriated for the oversizing of trunk sewers in the FY 2018 Capital Improvement Budget.

WHEREAS, the awarded project has been initiated by Hoerr Construction, Inc. and will require additional sewers be repaired.

WHEREAS, it is desirous to proceed with additional sewer rehabilitation work by extending the Hoerr Construction, Inc.'s purchase order (#20180382) through a change order.

WHEREAS, it is the finding of the City Council that the decision to approve the change order is in the best interest of the City of Bloomington and is germane to the contract.

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

That a change order in the amount of \$200,000.00 in the contract between the City of Bloomington and Hoerr Construction, Inc. is approved and may be executed by the City Manager.

PASSED this 12th day of March 2018

APPROVED this ____ day of March 2018

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry Lawson, C.M.C., City Clerk



CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Community Development – Planning Division

SUBJECT: Consideration of a Resolution adopting the Official 2017 Zoning Map for the City of Bloomington, incorporating all map amendments from January 1, 2017 through December 31, 2017, as requested by the Community Development Department – Planning Division.

RECOMMENDATION/MOTION: A Resolution adopting the Official 2017 Zoning Map for the City of Bloomington, incorporating all map amendments from January 1, 2017 through December 31, 2017 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great Place—Livable, sustainable cities

STRATEGIC PLAN SIGNIFICANCE: Objective b. City decisions consistent with plans and policies

BACKGROUND: The City of Bloomington is required by Chapter 44, Section 44.5-2 of the City's Code and 65 ILCS 5/11-13-19 of the Illinois Municipal Code to adopt the official zoning map for the preceding calendar year, and to publish the Official Zoning Map no later than March 31 each year. The updated official Zoning Map denotes all zoning changes made during the preceding calendar year, as well as the existing zoning uses, divisions, restrictions, regulations and classifications for the preceding calendar year. Once adopted by City Council, the Mayor and City Clerk sign the official map, which is then published on the City of Bloomington's website. Copies are also available for purchase at the City Clerk's office. The newly adopted 2017 Zoning Map supersedes and replaces the 2016 Zoning Map as the Official Zoning Map for the City of Bloomington.

All zoning map amendments and boundary amendments represented on the proposed official map were approved by ordinance by the City Council. During the 2017 calendar year, City Council adopted twelve (12) ordinances to amend the zoning on were adopted to amend the zoning on eighteen (18) properties. One of the cases resulted in the historic designation of a single family home. Council approved three (3) ordinances annexing three properties into the corporate limits, approximately 48.99 acres total. A complete list of approved ordinances is attached to this memo (see Attachment 3-staff report).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This case was before the Planning Commission for a public hearing and review on February 14, 2018. No citizens spoke in favor of nor against the proposed resolution. The Board recommended, by unanimous vote, 8-0 with one member absent, that the City Council pass a resolution adopting the Official 2017 Zoning

Map. Public notice for the hearing was published in the Pantagraph on January 29, 2017 in accordance with City Code.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: The City of Bloomington 2035 Comprehensive Plan, adopted by council in 2015, recognizes the zoning ordinance, subdivision regulations and map amendments as tools for implementing the vision of the plan. Staff review each petition for an amendment for alignment with the Comprehensive Plan and incorporate findings into the staff analysis and recommendation.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Bob Mahrt, Interim Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1B - Draft Resolution
- 1C - "Official 2017 Zoning Map"
- 1D - Staff report from the Planning Commission 2.14.18
- 1E - Draft Minutes from the Planning Commission 2.14.18
- 1F - Newspaper notice

RESOLUTION NO. 2018 -

A RESOLUTION ADOPTING THE OFFICIAL 2017 ZONING MAP FOR THE CITY OF BLOOMINGTON

WHEREAS, pursuant to 65 ILCS 5/11-13-19 of the Illinois Municipal Code, the corporate authorities shall cause to be published, no later than the thirty first (31st) day of March each year, a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year, and;

WHEREAS, the map published by the corporate authority shall be the Official Zoning Map, and;

WHEREAS, pursuant to Chapter 44.5-2 of the Bloomington City Code, one (1) copy of the Official Zoning Map and thereafter one (1) copy of the current annual revision thereto are to be kept for public inspection in the Office of the City Clerk and in the office of the Director Community Development, and;

WHEREAS, each such map shall be identified by the signature of the Mayor, attested by the City Clerk and bearing the seal of the City under the words: This is to certify that the Official Zoning Map supersedes and replaces the previous Official Zoning Map and is part of Chapter 44 of the Bloomington City Code, 1960, as amended, and;

WHEREAS, the City of Bloomington Planning Commission, after proper notice was give, conducted a public hearing on the Official 2017 Zoning Map and determined that said Map incorporates the zoning map amendments adopted during the previous calendar year, and;

WHEREAS, the City of Bloomington Planning Commission, by a motion, recommended the City Council pass a resolution adopting the Official 2017 Zoning Map, and;

WHEREAS, the City Council of said City has the power to pass this resolution and adopt the Official 2017 Zoning Map.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

1. The Official 2017 Zoning Map of said City is hereby approved

PASSED this 12th day of March, 2018.

APPROVED this ____ day of March, 2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, C.M.C., City Clerk

OFFICIAL 2017 ZONING MAP

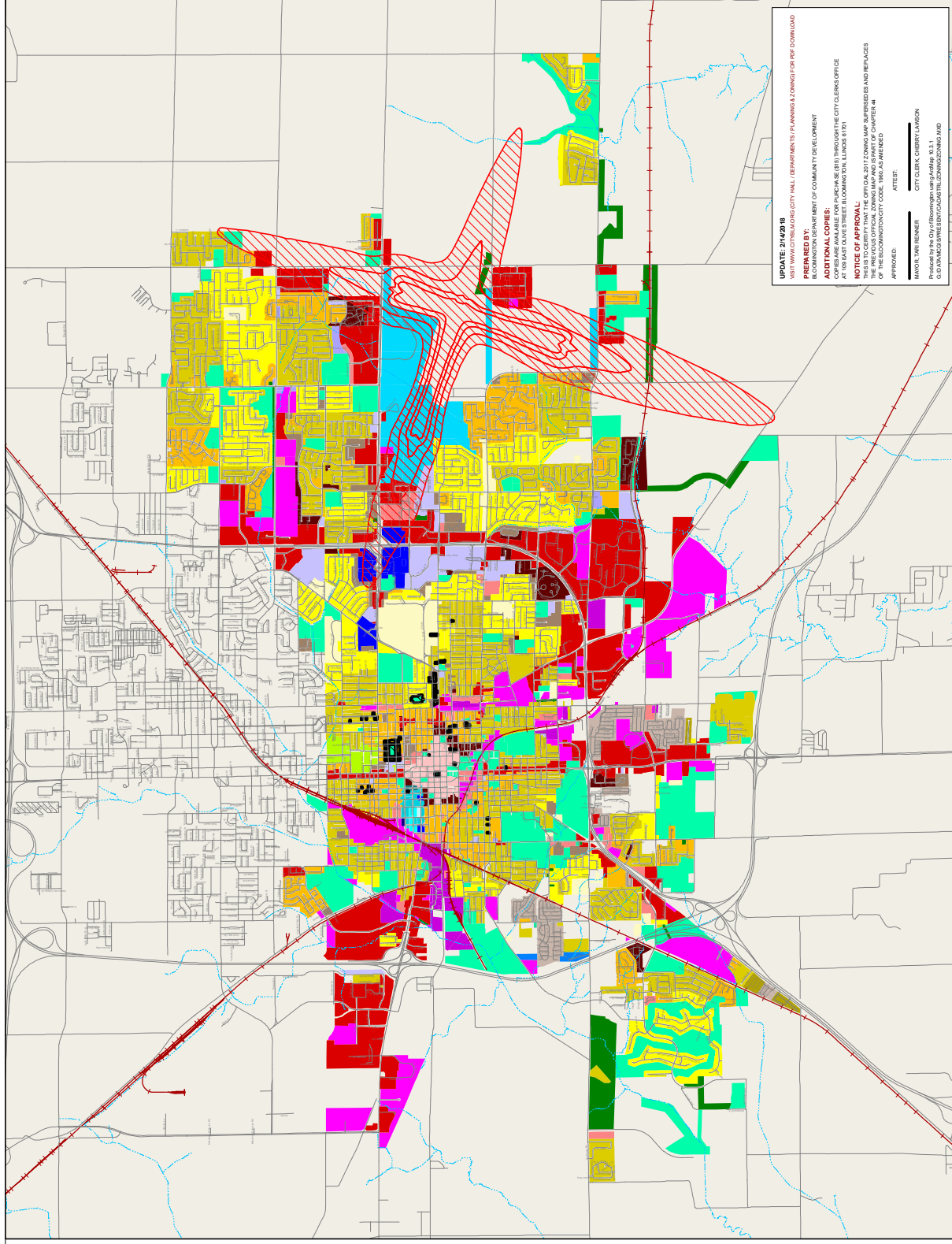
Date: 2/26/2018



0 3,250 6,500 Feet

Legend

- Streets
- Railroads
- Streams
- S-3 Airport Noise Impact District
- S-4 Historic District
- <all other values>
- A Agricultural
- B-1 Highway Business District
- B-2 General Business District
- B-3 Central Business District
- C-1 Office District
- C-2 Neighborhood Shopping District
- C-3 Community / Regional Shopping District
- M-1 Restricted Manufacturing District
- M-2 General Manufacturing District
- R-1A Low Density Single-Family Residence District
- R-1B Medium Density Single-Family Residence District
- R-1C High Density Single-Family Residence District
- R-1H Single-Family Manufactured Home Residence District
- R-2 Mixed Residence District
- R-3A Medium Density Multiple-Family Residence District
- R-3B High Density Multiple-Family Residence District
- R-4 Manufactured Home Park District
- GAP-1 Estate House, Manor
- GAP-2 House, Estate House, Manor
- GAP-3 Iconic House, Manor, Apt on corners
- GAP-4 Iconic House, Manor, Rowhouse, Apt on corners
- GAP-5 Commercial, Cottage Commercial, Iconic, Apt
- GAP-6 Warehouse
- S-1 University District
- S-2 Public Lands and Institutions District
- S-5 Airport District
- W-1 Warehouse District



UPDATE: 2/14/2018
VISIT WWW.CITYOFBLOOMINGTON.IL/GIS FOR PDF DOWNLOAD

PREPARED BY:
BLOOMINGTON DEPARTMENT OF COMMUNITY DEVELOPMENT
CITY CLERK, CHERRY L. LAWSON
AT 100 EAST OAK STREET, BLOOMINGTON, ILLINOIS 61701

ADDITIONAL COPIES:
THIS MAP IS A PRELIMINARY DRAFT AND IS NOT THE OFFICIAL CITY CLERK'S OFFICE
COPY. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN REVIEW AND COMMENT.
OF THE BLOOMINGTON CITY CODE, CHAPTER 44

NOTICE OF APPROVAL:
THIS IS TO CERTIFY THAT THE OFFICIAL 2017 ZONING MAP SUPERSEDES AND REPLACES
ALL PREVIOUS ZONING MAPS AND IS THE OFFICIAL ZONING MAP OF THE CITY OF
BLOOMINGTON, ILLINOIS.

APPROVED:
CITY CLERK, CHERRY L. LAWSON
Produced by the City of Bloomington using MapInfo 10.5.1
GEOGRAPHICS SPRESENTATION/DESIGN/PRINTING AND

**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
FEBRUARY 14, 2018**

SUBJECT:	TYPE:	SUBMITTED BY:
Adoption of official 2017 Zoning Map	Adoption of the City's official 2017 Zoning Map	Izzy Rivera Assistant City Planner

REQUEST

That the Planning Commission recommend City Council pass a resolution to adopt the official 2017 Zoning Map for the City of Bloomington.

Background

Adoption of the official zoning map for the preceding calendar year is an annual, routine practice explained in Section 44.5-2 of the City's Code. The revised official Zoning Map should indicate all changes made during the preceding calendar year.

Project Description

The proposed official Zoning Map (attached) contains all approved Zoning Map Amendments approved by City Council from the 2017 calendar year, January 1, 2017 through December 31 2017.

Compliance with the Comprehensive Plan

Adoption of the official 2017 Zoning Map is in accordance with Section 44.5-2 of the City's Code as well as Goal 6, Objective b of the 2015 Strategic Plan Goals, "City decisions consistent with plans and policies."

In accordance with the Illinois Municipal Code (65 ILCS 5/11-13-19) the City is required to adopt and publish an official zoning map no later than March 31 each year. The map should clearly show the existing zoning uses, divisions, restrictions, regulations and classifications for the preceding calendar year. In 2017, the following properties were rezoned:

Case No.	Address	Size (acres)	Description	Ordinance No.
Z-05-17	724 W. Washington St.	.138	C-2 to B-2	2017-35
Z-06-17	720 W. Washington St.	.075	R-2 to B-2	2017-35
Z-12-17	Vale Church	36.31	Annexation	2017-40
Z-13-17	Vale Church	35.13	A to S-2	2017-41
Z-14-17	611 N. Lee St.	.2	S-4 Overlay	2017-46
Z-17-17	800,801,802,803,804,806 W Washington St, 204 N Allin St	.369	R-2 and C-2 to B-2	2017-63
Z-19-17	421, 425 Olympia Dr.	5.89	M-1 to B-1	2017-64
Z-20-17	2405 Monica Ln	.609	Annex/A to R-1C	2017-65

Agenda Item 5A.
Z-03-18

Z-22-17	510 W Oakland Ave	.14	S-2 to R-1C	2017-68
Z-23-17	508 W Oakland Ave	.19	S-2 to R-1C	2017-75
Z-26-17	1611 N Hershey Rd	4.5	C-2 to B-2	2017-89
Z-28-17	Grove Subdivision	12.084	Annex/ R-1C	2017-86

Therefore it is necessary for the City to adopt an official zoning map for 2017.

STAFF RECOMMENDATION:

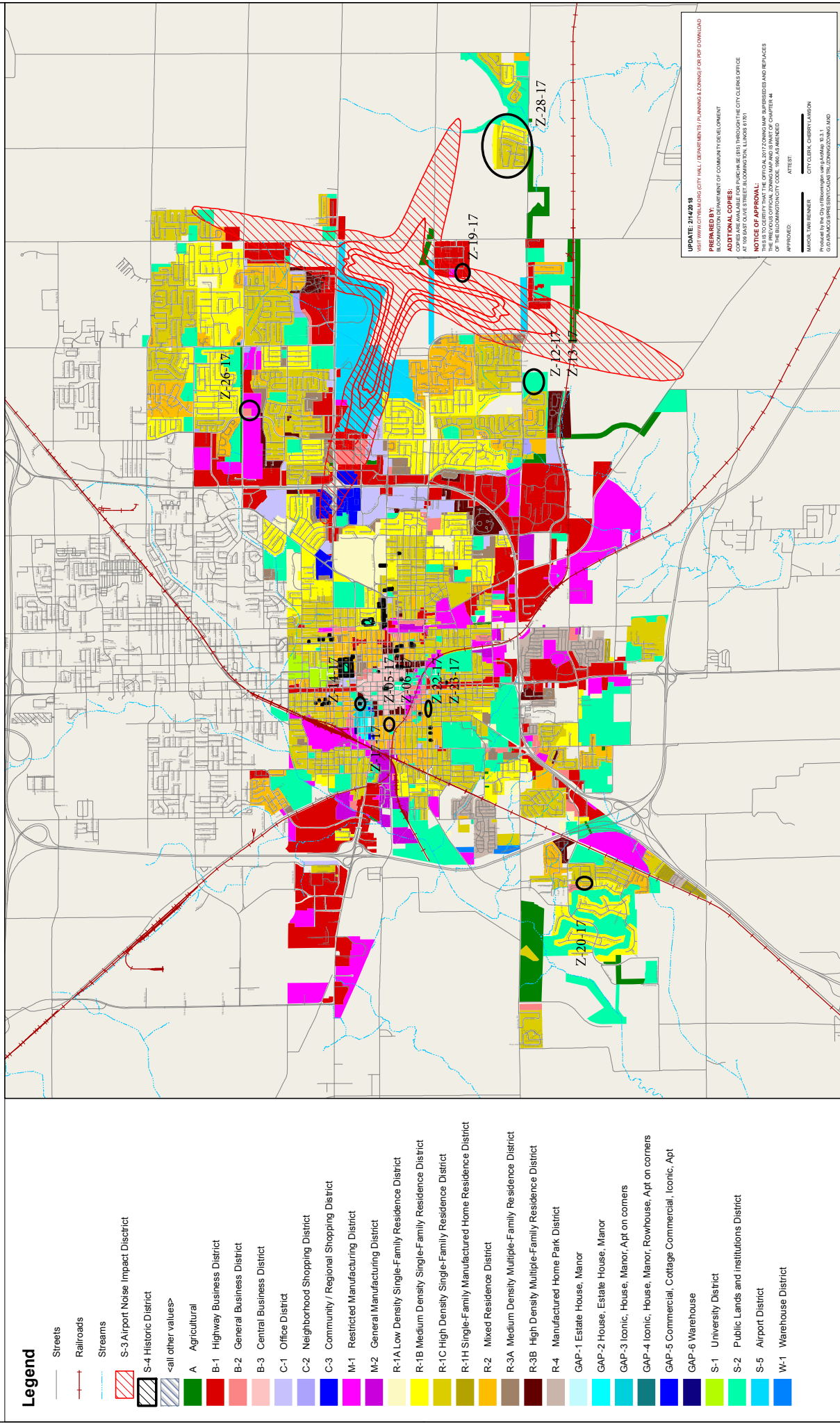
Staff recommends the City of Bloomington Planning Commission approve a motion recommending that the City Council pass a resolution to adopt the official 2017 Zoning Map for the City of Bloomington.

Respectfully submitted,

Izzy Rivera
Assistant City Planner

Attachments:

1. Resolution
2. 2017 Zoning Map with changes circled in black
3. Proposed official 2017 Zoning Map



DRAFT
MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, FEBRUARY 14, 2018 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET
BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. J. Balmer, Mr. David Stanczak, Mr. Kevin Suess, Ms. Megan Headean, Mr. Eric Penn, Mr. Mark Muehleck, Mr. Thomas Kreiger, Chairman Justin Boyd

MEMBERS ABSENT: Mr. James Pearson, Mr. John Protzman,

OTHERS PRESENT: Mr. George Boyle, City Attorney; Ms. Katie Simpson, City Planner; Ms. Izzy Rivera, Assistant City Planner, Mr. Bob Mahrt, Interim Community Development Director

CALL TO ORDER Chairman Boyd called the meeting to order at 4:00 PM. Mr. Mahrt called roll, and with eight members present, there was a quorum.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the minutes from the January 10, 2017 regular meeting. Mr. Krieger motioned to approve the minutes; seconded by Mr. Balmer, and approved by voice vote, 8-0.

REGULAR AGENDA:

Z-03-18 Public hearing, review and action on a resolution to adopt the Official 2017 Zoning Map for the City of Bloomington.

Chairman Boyd introduced the case and opened the public hearing. Ms. Rivera presented the staff report. She explained this is a routine action required by state statute and the City's zoning ordinance. Ms. Rivera stated that the City must adopt the official zoning map, amended to incorporate the map amendments adopted during the previous calendar year, by March 31, 2018. Ms. Rivera explained that, during the months of January 2017 and December 2017, the City adopted twelve ordinances amending the zoning on various parcels throughout the City. Ms. Rivera highlighted each parcel and noted three cases involved annexations.

No one spoke in favor of the proposed resolution. No one spoke in opposition to the proposed resolution. Mr. Boyd declared the public hearing closed.

Mr. Balmer motioned to approve case Z-03-18, a resolution to adopt the Official 2017 Zoning Map for the City of Bloomington. Mr. Krieger seconded the motion. The motion was approved unanimously, 8-0 with the following votes cast: Mr. Balmer—yes; Mr. Krieger—yes; Mr. Stanczak—yes; Mr. Suess—yes; Ms. Headean—yes; Mr. Penn—yes; Mr. Muehleck—yes; Chairman Boyd—yes.

OLD BUSINESS: Mr. Simpson explained staff worked with Houseal Lavign Associates to review the remaining sections of the zoning ordinance and hope to bring those to Planning Commission for review and discussion. Ms. Simpson added the staff is investigating the feasibility of amending the sign ordinance too.

NEW BUSINESS: None.

ADJOURNMENT: The meeting adjourned at 4:08 by unanimous voice vote; motioned by Mr. Balmer and seconded by Mr. Krieger.

Respectfully submitted,
Katie Simpson,
City Planner

20932274
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE
Planning Commission
February 14, 2018

Notice is hereby given that the Planning Commission of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, February 14, 2018 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois for the consideration, and review of a resolution to approve the 2017 City of Bloomington Official Zoning Map, an annual revision to the Official Zoning Map encompassing all changes made during the preceding calendar year (44.5-2).

All interested persons may present their views upon such matters pertaining thereto. All

accompanying documents are on file and available for public inspection in the Department of Community Development at 115 E Washington Street, Suite 201, Bloomington, IL.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing. The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Published: Monday, January 29, 2018



CONSENT AGENDA ITEM NO. 7Q

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENTS: Public Works and Water Department

SUBJECT: Consideration of an Ordinance approving petitions from Parkway Partners – One Inc. and JSM Management, Inc. for the approval of a 15’ water main easement dedication plat for Parkway Village PUD Lots 402 and 403 (located south of Veterans Parkway, east of Mercer Avenue and north of Ireland Grove Road), as requested by Public Works and Water Departments.

RECOMMENDATION/MOTION: An Ordinance approving petitions from Parkway Partners – One Inc. and JSM Management, Inc. for the approval of a 15’ water main easement dedication plat for Parkway Village PUD Lots 402 and 403 (located south of Veterans Parkway, east of Mercer Ave. and north of Ireland Grove Rd.) be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: b. Quality water for the long term

BACKGROUND:

The subject easement dedication plat dedicates a water main easement to allow for a water main loop at Parkway Village, as required by the final plat approval provided by Council on February 12, 2018.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Parkway Partners-One, Inc., JSM Management, Inc., and Landmark Engineering Group.

FINANCIAL IMPACT: None. The cost of all public improvements, platting, and recording will be borne by the petitioner.

COMMUNITY DEVELOPMENT IMPACT:

UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis, P.E., Civil Engineer I

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Reviewed by: Robert Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Community Development review by: Bob Mahrt, Interim Community Development Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with the first name "Steve" and last name "Rasmussen" clearly distinguishable.

Steve Rasmussen
Interim City Manager

Attachments:

- 1B: Petitions
- 1C: Legal Description
- 1D: Map and Plat
- 1E: Ordinance
- 1F: Final Plat

PETITION FOR DEDICATION OF EASEMENTS

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, IL.

Now Comes, ***Parkway Partners-One, Inc.***, hereinafter referred to as the Petitioner, respectfully representing and requesting as follows:

1. That ***Parkway Partners-One, Inc.***, is the owner of Lot 403 of Parkway Village Subdivision as depicted within the **Watermain Easement Dedication Plat** attached hereto and made a part hereof by this reference;
2. That ***Parkway Partners-One, Inc.***, seeks approval of the dedication of a 15' wide Watermain Easement Dedication along Hotel Drive as legally described and depicted on the attached **Watermain Easement Dedication Plat**.

WHEREFORE, ***Parkway Partners-One, Inc.***, prays that the 15' wide Watermain Easement be dedicated as legally described and depicted on the attached **Watermain Easement Dedication Plat**.

Respectfully submitted,

Parkway Partners-One, Inc

By: _____

Its: _____

V. Pres.

PETITION FOR DEDICATION OF EASEMENTS

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, IL.

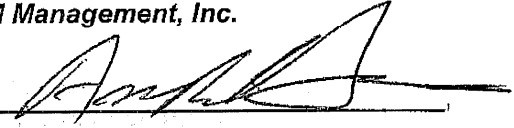
Now Comes, **JSM Management, Inc.**, hereinafter referred to as the Petitioner, respectfully representing and requesting as follows:

1. That **JSM Management, Inc.**, is the owner of Lot 402 of Parkway Village Subdivision as depicted within the **Watermain Easement Dedication Plat** attached hereto and made a part hereof by this reference;
2. That **JSM Management, Inc.**, seeks approval of the dedication of a 15' wide Watermain Easement along Hotel Drive as legally described and depicted on the attached **Watermain Easement Dedication Plat**.

WHEREFORE, **JSM Management, Inc.**, prays that the 15' wide Watermain Easement be dedicated as legally described and depicted on the attached **Watermain Easement Dedication Plat**.

Respectfully submitted,

JSM Management, Inc.

By: 

Its: DWNER

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH,
RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY,
ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 402 IN FINAL PLAT OF PARKWAY VILLAGE PHASE 4, RECORDED 7/2/2015 AS FILE 2015-00011645 (ALSO SEE FILE #2016-00019195, RECORDED 10/05/2016, COVENANTS, RESTRICTIONS AND EASEMENTS), THENCE SOUTH 31 DEGREES 08 MINUTES 07 SECONDS EAST 14.23 FEET, THENCE NORTH 58 DEGREES 51 MINUTES 53 SECONDS EAST 22.96 FEET, TO THE **POINT OF BEGINNING**, THENCE NORTH 59 DEGREES 06 MINUTES 43 SECONDS EAST 15.00 FEET, THENCE SOUTH 30 DEGREES 58 MINUTES 39 SECONDS EAST 280.51 FEET, THENCE SOUTH 89 DEGREES 25 MINUTES 45 SECONDS WEST 17.39 FEET, THEREBY CONNECTING TO AN EXISTING WATER MAIN, THENCE NORTH 30 DEGREES 58 MINUTES 39 SECONDS WEST 271.67 FEET TO THE POINT OF BEGINNING, SUBJECT TO THE EXISTING EASEMENTS OF RECORD.

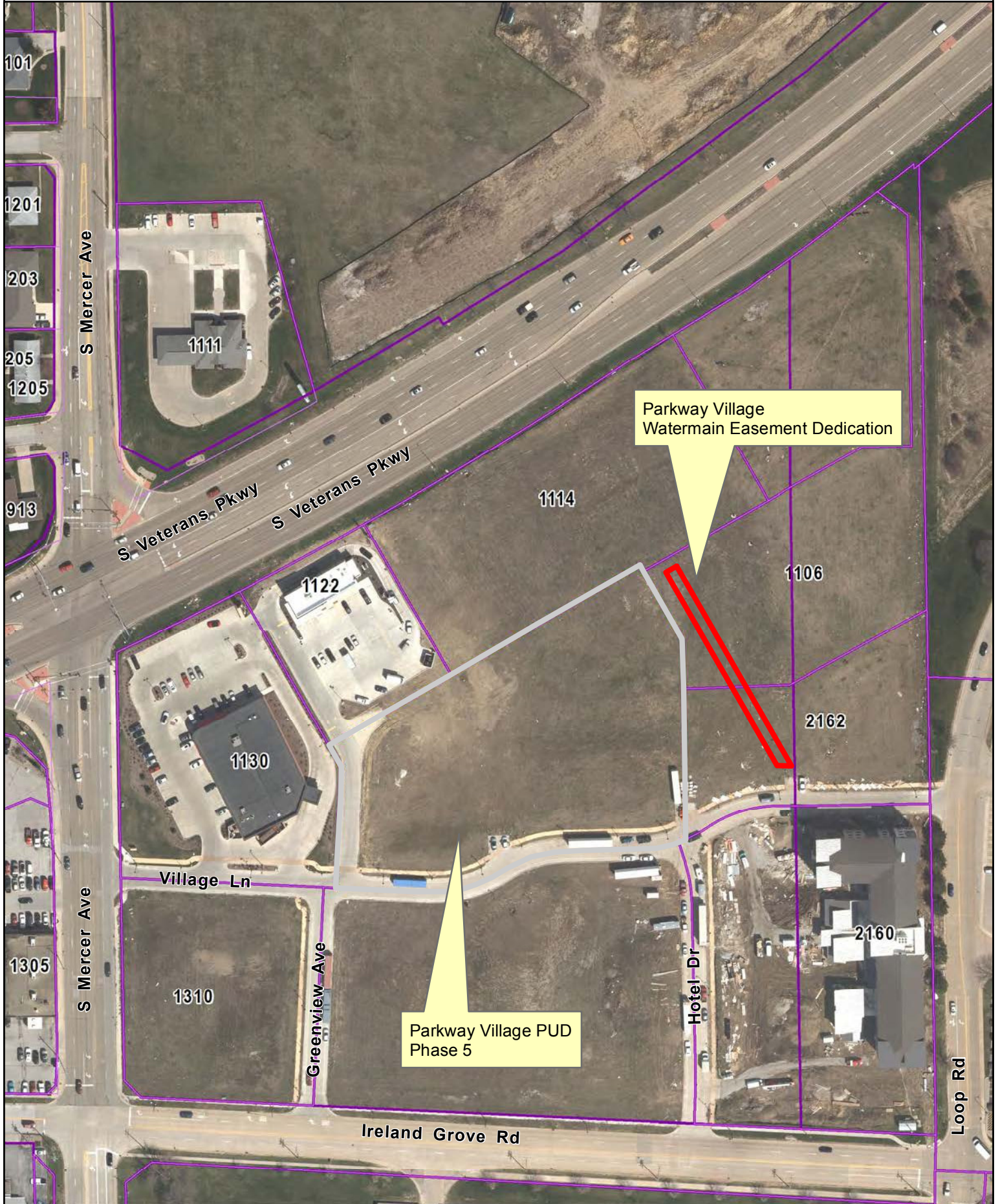
REFER TO:

PARKWAY VILLAGE PHASE 1 – REC 3/23/2009, FILE 2009-8540.

PARKWAY VILLAGE PHASE 2 – REC. 11/01/2010, FILE 2010-00027103.

PARKWAY VILLAGE PHASE 3 – REC. 2/25/2015, FILE 2015-3032.

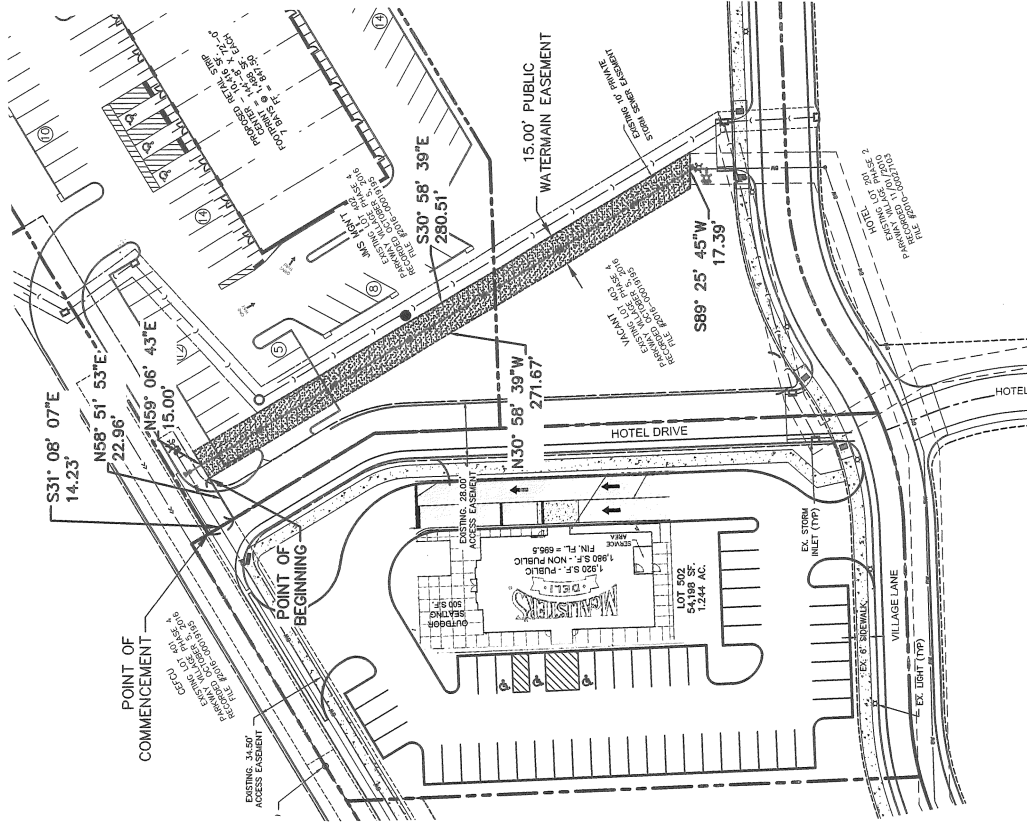
PARKWAY VILLAGE PHASE 4 – REC. 7/2/2015, FILE 2015-00011645.



LOT 402 & 403 15' WATER MAIN EASEMENT DEDICATION PLAT

PARKWAY VILLAGE, BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

FOR RECORDER



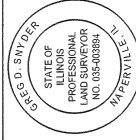
LEGAL DESCRIPTION FOR 15' WATER MAIN EASEMENT

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTLY CORNER OF LOT 402 IN FINAL PLAT OF PARKWAY VILLAGE PHASE 4, RECORDED 7/2/2015 AS FILE 2015-00011645 (ALSO SEE FILE #2016-00019195, RECORDED 10/05/2016, COVENANTS, RESTRICTIONS AND EASEMENTS), THENCE SOUTH 31 DEGREES 08 MINUTES 07 SECONDS EAST 14.23 FEET, THENCE NORTH 58 DEGREES 51 MINUTES 53 SECONDS EAST 22.96 FEET, TO THE POINT OF BEGINNING, THENCE NORTH 59 DEGREES 06 MINUTES 43 SECONDS EAST 15.00 FEET, THENCE SOUTH 30 DEGREES 58 MINUTES 39 SECONDS EAST 280.51 FEET, THENCE SOUTH 53 DEGREES 58 MINUTES 39 SECONDS EAST 280.51 FEET, THEREBY CONNECTING TO THE EXISTING WATER MAIN, THENCE NORTH DEGREES 58 MINUTES 39 SECONDS WEST 271.67 FEET TO THE POINT OF BEGINNING, SUBJECT TO THE EXISTING EASEMENTS OF RECORD.

REFER TO:

PARKWAY VILLAGE PHASE 1 - REC. 3/23/2009, FILE 2009-8540.
PARKWAY VILLAGE PHASE 2 - REC. 11/01/2010, FILE 2010-00027103.
PARKWAY VILLAGE PHASE 3 - REC. 2/25/2015, FILE 2015-3032.
PARKWAY VILLAGE PHASE 4 - REC. 7/2/2015, FILE 2015-00011645.



STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

WE, LANDMARK ENGINEERING GROUP, INC., PROFESSIONAL DESIGN FIRM NO. 184-001511, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A REPRESENTATION OF THE LEGAL DESCRIPTION ABOVE.

ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF.

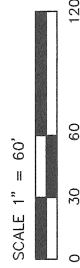
THIS 5TH DAY OF FEBRUARY, 2018.

Greg D. Snyder

GREG D. SNYDER/P.L.S. #3694
LICENSE EXPIRES 11/30/2018

Landmark
ENGINEERING GROUP
3440 35TH AVENUE, SUITE 4, WAUKEGA, IL 60085
(847) 765-3400 WWW.LANDMARK2022.COM
CIVIL ENGINEERING AND LAND SURVEYING
DESIGN FIRM REGISTRATION NUMBERS 184-001511

DATE: 02/05/2018
DRAWN BY: JLO
CHECKED BY: GS
1
SHEET 1 OF 1
01-17-1411



CONSENT OF LAND OWNER

STATE OF ILLINOIS
COUNTY OF MCLEAN

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF LOT 402 SHOWN ON THIS PLAT FOR THE 15' WATER MAIN EASEMENT. THAT WE CAUSED SAME TO BE SURVEYED, THAT AREAS DESIGNATED ON THIS PLAT WITHIN LOT 402 AND THAT WE DO HEREBY ACKNOWLEDGE AND APPROVE THIS EASEMENT PLAT FOR THE 15' WATER MAIN EASEMENT AS DEPICTED AND LEGALLY DESCRIBED HEREIN ON SAID LOT.

OWNER _____ DATE _____

CONSENT OF LAND OWNER

STATE OF ILLINOIS
COUNTY OF MCLEAN

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF LOT 403 SHOWN ON THIS PLAT FOR THE 15' WATER MAIN EASEMENT. THAT WE CAUSED SAME TO BE SURVEYED, THAT AREAS DESIGNATED ON THIS PLAT WITHIN LOT 403 AND THAT WE DO HEREBY ACKNOWLEDGE AND APPROVE THIS EASEMENT PLAT FOR THE 15' WATER MAIN EASEMENT AS DEPICTED AND LEGALLY DESCRIBED HEREIN ON SAID LOT.

OWNER _____ DATE _____

ORDINANCE NO. 2018 - __

AN ORDINANCE APPROVING A WATER MAIN EASEMENT LOCATED IN LOTS 402 AND 403 OF PARKWAY VILLAGE SUBDIVISION, BLOOMINGTON ILLINOIS

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, Petitions requesting the dedication of a 15-foot wide water main easement; and

WHEREAS, said Petitions are valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said dedication; and

WHEREAS, it is reasonable and proper to dedicate said a 15-foot wide water main easement as requested in this case.

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. That the 15-foot wide water main easement as shown on Exhibit A, is hereby dedicated.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after its passage and approval.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 12th day of March, 2018.

APPROVED this ____ day of March, 2018.

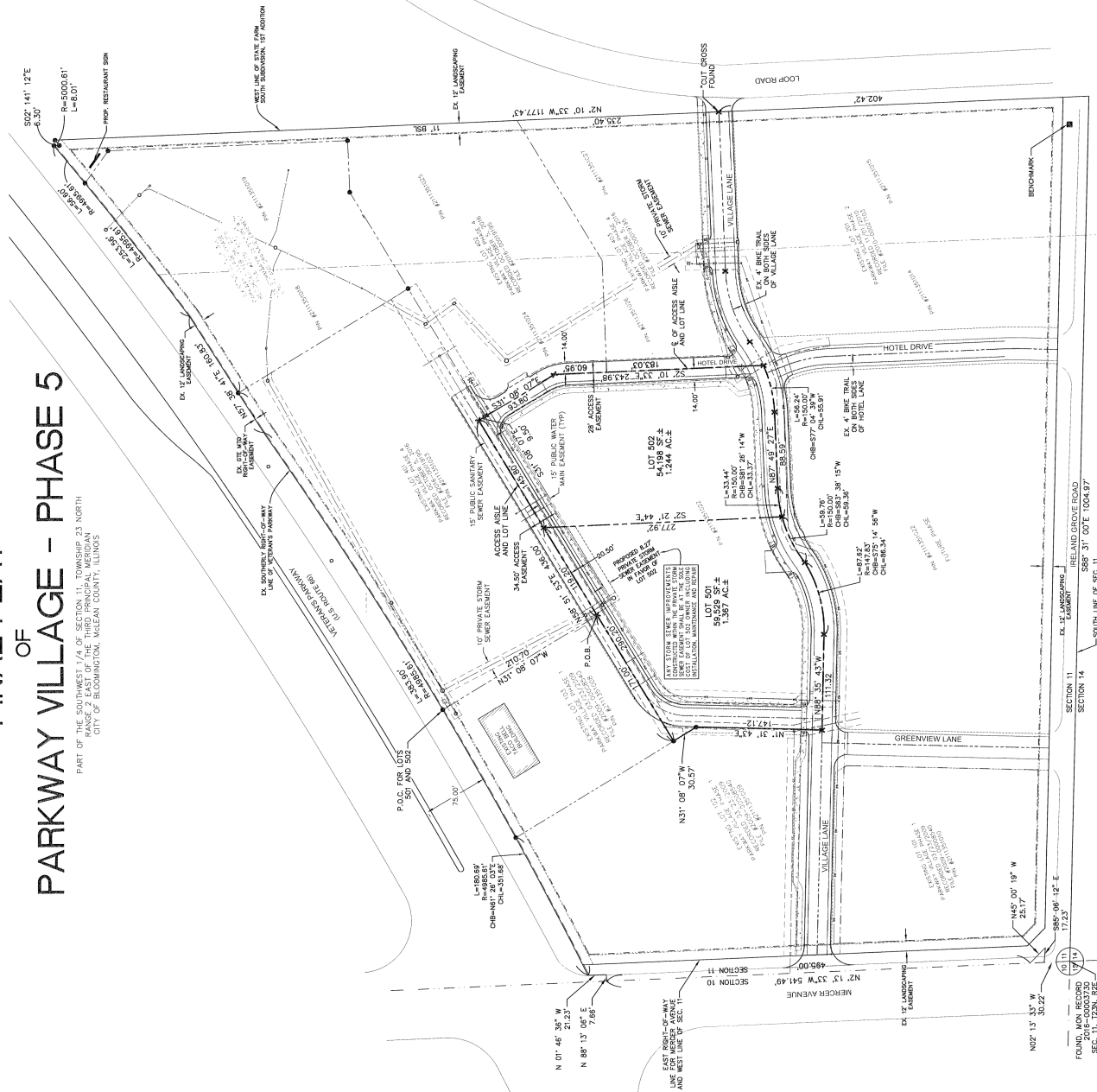
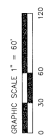
CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH
RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



1. BASES OF EASEMENTS: IOWA STATE PLAT COORDINATE SYSTEM, EAST ZONE, 1983 ADJUSTMENT.
2. BOUNDARY DIMENSIONS ARE SHOWN ON BOUNDARY PLAT PREPARED BY ARNSWORTH GROUP, ROBERT J. MONTOISH, MARCH 20TH SURVEY, 1967, AND VEHICLED BY IOWA STATE PLAT COORDINATE SYSTEM, EAST ZONE, 1983 ADJUSTMENT.
3. VEHICULAR ACCESS TO MEADOW AVENUE, IOWA GROVE ROAD AND RAILROAD SHOWN ON THE PLAT AS VILLAGE LANE. PRIVATE STREET DESIGNATED ON THE PLAT AS VILLAGE LANE. THERE IS NO ACCESS WILL BE ALLOWED TO VEHICLES'S PARKWAY.
4. OUTLOT 300 TO BE DEDICATED TO THE PARKWAY VILLAGE L.L.C. FOR PROPORTIONAL OWNERSHIP AT THE TIME OF TITLE TRANSFER BY THE SUBDIVIDER.
5. ALL LOT CORNERS WITHIN PAVED SURFACES WILL BE LOCATED AFTER CONSTRUCTION.
6. SIDEWALK TO BE CONSTRUCTED BY PARCEL (LOT) OWNER AS EACH PARCEL IS DEVELOPED.
7. OUTLOT 300 IS A COMMONS AREA EASEMENT.

PHASE 5 SURVEY 01/19/2018 (LOTS 501 & 502 FIELD WORK)

Landmark
ENGINEERING GROUP
455 AVENUE OF THE CITIES
EAST MOULNE, IL 61244
(309) 755-0400
FAX (309) 755-4422
CIVIL ENGINEERING AND LAND SURVEYING
DESIGN FIRM REGISTRATION NUMBER 184-001511



● = 1/2" IRON ROD FOUND W/ ALUM. CAP
X = "CUT CROSS" IN CONCRETE

BOUNDARY LINE	EXISTING PROPERTY LINE	PROPERTY LINE	ACCESS EASEMENT	EXISTING 12' LANDSCAPING EASEMENT	EXISTING 1' GTE TO RIGHT OF-WAY EASEMENT	EXISTING 8' WATERMAIN WITH 15' EASEMENT	EXISTING SANITARY SEWER WITH 15' EASEMENT	EXISTING STORM SEWER WITH 10' EASEMENT	EXISTING FIRE HYDRANT	EXISTING SANITARY MANHOLE	EXISTING STORM INLET	EXISTING STORM CATCH BASIN	POINT OF COMMENCEMENT	POINT OF BEGINNING	CHORD LENGTH
---	---	---	---	---	---	[]	[]	[]	⋈	⊞	⊞	⊞	P.O.C.	P.O.B.	CHL

FINAL PLAT

2

01-17-1411



CONSENT AGENDA ITEM NO. 7R

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Finance Department

SUBJECT: Consideration of an Ordinance providing for the Authority to Solicit Tax Exempt Financing for the Frontier Parking Lot Land Acquisition, in the amount not to exceed \$1,000,000, as requested by the Finance Department.

RECOMMENDATION/MOTION: An Ordinance providing for the authority to obtain financing for the purchase of Frontier parking lots in the amount not to exceed \$1,000,000 and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE: 1. B. Reserves consistent with city policies

BACKGROUND: On April 24, 2017 the City Council authorized the purchase of multiple parcels of commercial real estate surrounding the Bloomington Center for Performing Arts (BCPA) to expand public parking. The City closed on these properties on February 27, 2018 and paid \$961,000 in cash. Finance recommends this purchase be reimbursed through issuing a tax exempt G.O. Note to repay the City's General Fund reserve. Anticipated debt service for this action was included in the FY19 budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Finance is working with the City's bond counsel to appropriately issue a solicitation for this G.O. Note going out to local, regional and national banks. A recommendation of award is slated to be brought back to the Council at the April 9th City Council Meeting and the proposed closing of the G.O. Note will occur prior to April 30, 2018.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by:

Patti-Lynn Silva, Finance Director

Legal review by: Kyle Harding, Chapman & Cutler

Recommended by:

A handwritten signature in dark ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with the first name "Steve" written in a larger, more prominent script than the last name "Rasmussen".

Steve Rasmussen
Interim City Manager

Attachments:

- 1B - Ordinance authorizing solicitation for tax exempt note
- 1C - Approved Ordinance 2017-32 purchase of parcels

EXTRACT OF MINUTES of a regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the City Hall Council Chambers, 109 East Olive Street, Bloomington, Illinois, at 7:00 o'clock P.M., on the 12th day of March, 2018.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Tari Renner, the Mayor, and the following Aldermen were physically present at said location: _____

The following Aldermen were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Mayor announced that the City has developed a list of capital projects for which it reasonably expects to reimburse itself for the expenditures related thereto with the proceeds of an obligation and that the City Council would consider the adoption of an ordinance expressing its official intent with regard to such expenditures.

Whereupon Alderman _____ presented and the City Clerk read by title an ordinance as follows, copies of which were made available to all in attendance at said meeting who requested a copy:

ORDINANCE NO. 2018 –

**AN ORDINANCE EXPRESSING OFFICIAL INTENT REGARDING CERTAIN
CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF AN
OBLIGATION TO BE ISSUED BY THE CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS.**

WHEREAS, the City Council (the “*City Council*”) of the City of Bloomington, McLean County, Illinois (the “*City*”), has developed a list of capital projects described in *Exhibit A* hereto (the “*Projects*”); and

WHEREAS, all or a portion of the expenditures relating to the Projects (the “*Expenditures*”) (i) have been paid within the 60 days prior to the passage of this Ordinance or (ii) will be paid on or after the passage of this Ordinance; and

WHEREAS, the City reasonably expects to reimburse itself for the Expenditures with the proceeds of an obligation:

NOW, THEREFORE, Be it ordained by the City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Intent to Reimburse. The City reasonably expects to reimburse the Expenditures with proceeds of an obligation.

Section 3. Maximum Amount. The maximum principal amount of the obligation expected to be issued for the Projects is \$1,000,000.

Section 4. Ratification. All actions of the officers, agents and employees of the City that are in conformity with the purposes and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 5. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. Repeal. All resolutions or ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED: March 12, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: March 12, 2018

Mayor

RECORDED in the City Records on March 12, 2018.

ATTEST:

City Clerk

EXHIBIT A

DESCRIPTION OF CAPITAL PROJECTS

Purchase of commercial real estate consisting of four parking lots owned by Frontier Communications and located at 206 Douglas Street, 509 North East Street, 209 Douglas Street and 222 East Market Street, all in Bloomington, Illinois.

Alderman _____ moved and Alderman _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon
the motion to adopt said ordinance.

Upon the roll being called, the following Aldermen voted AYE: _____

The following Aldermen voted NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved
and signed the same in open meeting and directed the City Clerk to record the same in the records
of the City Council of the City of Bloomington, McLean County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Bloomington, McLean County, Illinois (the “*City*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “*City Council*”) thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of that portion of the minutes of the meeting of the City Council held on the 12th day of March, 2018, insofar as same relates to the adoption of an ordinance, numbered _____ and entitled:

AN ORDINANCE expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation to be issued by the City of Bloomington, McLean County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City Council in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 12th day of March, 2018.

City Clerk

[SEAL]

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

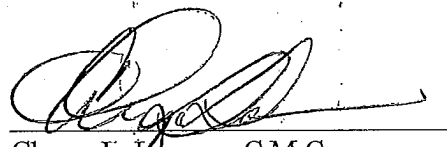
CERTIFICATE

I, Cherry L. Lawson, certify that I am the duly appointed and qualified municipal clerk of the City of Bloomington, County of McLean, Illinois.

I further certify that on the Corporate Authorities of the above municipality passed and approved Ordinance No. 2017-32 entitled, An Ordinance Approving a Contract to Purchase Commercial Real Estate Located at 206 Douglas Street, 509 N. East Street, 209 Douglas Street and 222 E. Market Street, all in Bloomington, Illinois, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of this Ordinance, including the Ordinance and cover sheet thereof, was prepared, and a copy of the Ordinance was posted in the municipal building, commencing on April 26, 2017 and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk

Dated at Bloomington, Illinois, on 04/26/2017.


Cherry L. Lawson, C.M.C.
City Clerk

ORDINANCE 2017 - 32

AN ORDINANCE APPROVING A CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE LOCATED AT 206 DOUGLAS STREET, 509 N. EAST STREET, 209 DOUGLAS STREET AND 222 E. MARKET STREET, ALL IN BLOOMINGTON, ILLINOIS

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION 1. That the Contract to Purchase Commercial Real Estate between the City of Bloomington and Frontier North, Inc., attached hereto as Exhibit A (the "Contract") is hereby approved and the Mayor and City Clerk are authorized to execute the Contract.

SECTION 2. That the Mayor, City Clerk and City Manager are authorized to undertake any action necessary to implement the terms of the Contract.

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 shall be effective immediately after the date of its publication as required by law.

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

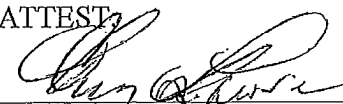
PASSED this 24th day of April, 2017.

APPROVED this 25th day of April, 2017.

APPROVED:


Tari Renner, Mayor

ATTEST


Cherry L. Lawson, City Clerk

ORDINANCE 2017 - 32

AN ORDINANCE APPROVING A CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE LOCATED AT 206 DOUGLAS STREET, 509 N. EAST STREET, 209 DOUGLAS STREET AND 222 E. MARKET STREET, ALL IN BLOOMINGTON, ILLINOIS

Motion by Alderman , seconded by Alderman , the Ordinance approving a contract to purchase commercial real estate located at 206 Douglas Street, 509 N. East Street, 209 Douglas Street and 222 E. Market Street, all in Bloomington, Illinois, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Sage, Lower, Mwilambwe, Buragas, Painter, Hauman, Black, Schmidt and Fruin.

Nays: None.

Motion carried.

The following was presented:

Item 8G: Fiscal Year 2017 Year End Budget Amendment and Ordinance. (*Presentation by David Hales, City Manager and Patti-Lynn Silva, Finance Director 5 minutes, and Council discussion 5 minutes.*)

ORDINANCE NO. 2017 – 33

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2017

Motion by Alderman Painter, seconded by Alderman Black that the Budget Amendment is approved and the Ordinance is passed, and authorize the Mayor and City Clerk to execute the necessary documents.

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

Ayes: Aldermen Sage, Lower, Mwilambwe, Buragas, Painter, Hauman, Black, Schmidt and Fruin.

Nays: None.

Motion carried.

The following was presented:

Records, Motion and Votes
Bloomington City Council Regular Meeting
Monday, April 24, 2017; 7:00 PM



CONSENT AGENDA ITEM NO. 7S

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Parks, Recreation and Cultural Arts Department

SUBJECT: Consideration of an Amendment to the Community Garden Land Lease, including a four year extension at a lease cost of \$1.00 annually, to continue to allow citizens to rent space to allow them to grow items in their section of the garden this summer, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDATION/MOTION: The Land Lease Amendment for Community Gardens, including a four year extension at a lease cost of \$1.00 annually, to continue to allow citizens to rent space to allow them to grow items in their section of the garden this summer be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 5.C. Incorporation of “Green Sustainable” concepts into City’s development and plans; Objective 5.D. Appropriate leisure and recreational opportunities responding to the needs of the residents.

BACKGROUND: For many years the Parks, Recreation and Cultural Arts Department has managed a community garden program. The program originated at Sunnyside Park then moved to Rollingbrook Park and for the last several years it has been located at the corner of Hershey Road and Ireland Grove Road. An original lease agreement with Sunrise Co., LLC covered May 15, 2008 through October 31, 2009. Since the original agreement, two-year lease amendments have been approved for years 2010-11, 2012-13, 2014-2015 and 2016-2017. This year both parties are interested in extending the lease for four additional years to October 31, 2021 at the cost of \$1.00 per year.

Park Maintenance stakes out boundaries to create thirty-seven (37) 30’ x 30’ garden plots, and eight (8) 30’ x 15’ plots that are rented to citizens on an annual basis. Rentals are handled in the Parks, Recreation and Cultural Arts administrative offices on a first-come, first-served basis on or about April 1st of each year. Additional services provided by Park Maintenance include spring till to prepare plots for planting, water (paid for in the Park Maintenance budget), a portable toilet and fall tilling after harvest. Renters are responsible for all other maintenance items for their plot. 30’ x 30’ plots rent for \$50 while 30’ x 15’ plots rent for \$25 annually. All forty-five (45) plots are reserved almost every year.

The lease cost is \$1.00 annually and the City provides spring till to prepare plots for planting, water, a portable toilet and fall tiling after harvest. The net cost after fees is under \$1,000 and is included in the City’s annual budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Sunrise Co., LLC

FINANCIAL IMPACT: The approximate annual cost and revenue offset is provided by the Parks, Recreation and Cultural Arts department in the chart below.

Annual Revenues	\$2,050.00
Annual Expenses	
Grounds Maintenance	\$2,055.40
City Water	\$407.00
Portable Toilet Rental	\$420.00
Total Annual Expenses	\$2,882.40
Annual Subsidy Level	(\$832.40)

The revenue is recorded in the Parks Administration, Recreation & Cultural Arts-Community Projects account (10014105-57540). The expenditures are coded to Parks Maintenance-Other Supplies account (10014110-71190). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted General Fund Budget” on pages 183 and 192

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Debbie Bohannon, Office Manager
Parks, Recreation and Cultural Arts Dept.

Reviewed by: Jay Tetzloff, Director—Parks, Recreation and Cultural Arts

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Community Development review by: Bob Mahrt, Interim Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1B -- Lease Agreement/Amendment for Community Gardens – 11/1/17 – 10/31/2021

Lease Amendment

THIS LEASE AMENDMENT (the "Amendment"), is made and entered into on the date adjacent to each signature line hereafter, by and between SUNRISE CO., LLC, hereinafter referred to as "Lessor," and THE CITY OF BLOOMINGTON, hereinafter referred to as "Lessee," and modifies that certain lease (the "Lease") executed by Lessor and Lessee on May 15, 2008 and amended September 14, 2009, October 18, 2011, February 24, 2014, and March 28, 2016.

Lessor and Lessee entered into that certain Lease Agreement dated as of the 15th day of May, 2008 (the "Lease"), and Lease Amendments dated September 14, 2009, October 18, 2011, February 24, 2014, and March 28, 2016 (the "Lease Amendment") whereby Lessor leased to Lessee the approximate north two (2) acres of property owned by Sunrise Co, LLC located at the southwest intersection of Ireland Grove Road and Hershey Road, Bloomington, IL.

1. The Term of the Lease was to terminate October 31, 2017 and Lessor and Lessee have agreed to extend the Term as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows (capitalized terms used herein having the meaning attributed to them in the Lease unless specifically otherwise provided):

- A. Term. The term of this Amendment shall commence on November 1, 2017. (the "Extension Term Commencement Date") and will continue thereafter through October 31, 2021. (the "Extension Lease Termination Date").
- B. Termination. Lessor and Lessee agree that either party may terminate the Lease and all applicable Amendments without cause upon 90 day's written notice to the other party. Upon notice of termination being received, Lessee and all users/caretakers of the premise (Community Garden) shall cease use within the above stated 90 day notice period.
- C. Rental. Commencing on November 1, 2017, and thereafter until the Extension Lease Termination Date, Lessee shall pay as rental in accordance with the Lease terms previously executed on May 15, 2008, One Dollar per year.
- D. Lessor and Lessee agree that all terms, provisions and conditions of the Lease shall remain in full force and effect up to and until the Extension Lease Termination Date.

IN WITNESS WHEREOF the parties have caused this lease to be executed in duplicate and attested to this day and year first above written.

BY: _____
Mayor
City of Bloomington
109 E. Olive Street
Bloomington, IL
61701

DATE: _____

BY: _____
James A. Shirk
Sunrise Co.,
LLC PO Box
1549
Bloomington, IL 61702

DATE: _____



CONSENT AGENDA ITEM NO. 7T

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of a request by Crawford's Corner Pub located at 610 W. Chestnut Street, Bloomington, to remove the condition on its liquor license requiring the establishment to close at 11:00 P.M. Sunday through Thursday and at midnight Friday and Saturday nights. Removal of the condition would allow the establishment to serve alcohol until 1:00 A.M. Monday through Friday and until 2:00 A.M., Saturday and Sunday.

RECOMMENDATION/MOTION: The City Council approve the request by Crawford's Corner Pub located at 610 W. Chestnut Street to remove the condition on its liquor license requiring the establishment to close at 11:00 P.M. Sunday through Thursday and at midnight Friday and Saturday nights. Removal of the condition would allow the establishment to serve alcohol until 1:00 A.M. Monday through Friday and until 2:00 A.M., Saturday and Sunday.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Bloomington Liquor Commissioner Tari Renner called a public hearing on February 13, 2018 on the application submitted by Crawford's Corner Pub, located at 610 W. Chestnut Street to remove the condition on its liquor license requiring the establishment to close at 11:00 P.M. Sunday through Thursday and at midnight Friday and Saturday nights. Removal of the condition would allow the establishment to serve alcohol until 1:00 A.M. Monday through Friday and until 2:00 A.M. Saturday and Sunday.

Present were: Commissioners Tari Renner, Lindsey Powell, Jack Bataoel; Staff present were: George Boyle, Asst. Corporation Counsel, Asst. Police Chief, Ken Bays, and Cherry Lawson, City Clerk.

Bob Crawford, Owner of Crawford's Corner Pub, appeared before the Commission, and requested to have the condition on its liquor license requiring the establishment to close at 11:00 P.M. removed so that he would be able to compete with neighboring businesses. He has not had any violations at his establishment nor any significant police calls to his business.

Mr. Crawford stated that although he does not have any interest in being open until 2:00 a.m., he would like the option to be able to stay open on Fridays and Saturdays. He does not plan to change his hours, or any advertisement reflecting the change. He explained that the current hours

have a negative effect on his ability to book parties when the hours are limited; that he is losing money in that area of his business.

Assistant Police Chief Bays indicated that there have not been any significant service calls to Crawford's Pub.

Mr. Boyle asked for a point of clarification in regards to the hours of operation requested the conditions be removed. Mr. Crawford explained he wished to remain open until 2:00 A.M. on Fridays and Saturdays, and until 1:00 A.M. on Sundays.

Commissioner Renner stated the City received one complaint for the record from a neighbor on North Oak Street. Mr. Crawford indicated that he was not aware of any complaints from the community.

Commissioners Powell and Bataoel indicated they had no concerns with removing the restrictions to allow Crawford's Pub to operate as requested.

Motion by Commissioner Powell, seconded by Commissioner Bataoel to recommend this item be placed on the March 12, 2018 City Council Agenda for its consideration.

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

Ayes: Commissioners Powel, Bataoel and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on February 3, 2018 in accordance with City Code. In accordance with City Code, approximately one hundred and nineteen (119) courtesy copies of the Public Notice were mailed on February 2, 2018 to properties within 500 feet of the establishment. In addition, the Agenda for the February 13, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: This is not a new liquor license. The current annual license fee is \$2,600. This is recorded under the Non-Departmental-Liquor License account (10010010-51010). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 118.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by:

Cherry L. Lawson, City Clerk

Financial & budgetary review by:

Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- 1B - Letter from Crawford's
- 1C - Pantagraph Public Notice
- 1D - Resolution

12/7/17

Re: Crawford's Corner Pub – TAS Liquor License
610 W. Chestnut St.
Bloomington, IL 61701

To Whom it May Concern,

I am writing you regarding our hours of operation. When we obtained our liquor license 6 months ago, the mayor gave us a 6 month probation period in which our closing time was set to 11pm on week nights and midnight on weekends. Since that time has passed and there have been no problems with the neighbors, the city or the police, I would like to petition to have those hours extended. I have no intention of changing our normal hours of operation. However, I would like the option for private parties or special occasions to be able to stay open typical bar hours of 1am on week nights and 2am on weekends.

Thank you for your consideration,

A handwritten signature in cursive script that reads "Bob Crawford". The signature is written in dark ink and is positioned above the printed name.

Bob Crawford

Owner

Page	:	1 of 2	02/01/2018 11:44:59	Ad Number	:	12080748
Order Number	:	20933709		Ad Key	:	
PO Number	:			Salesperson	:	L88 - LEGALS
Customer	:	60072323 City of Bloomington		Publication	:	Pantagraph
Contact	:			Section	:	Legals
Address1	:	PO Box 3157		Sub Section	:	Legals
Address2	:			Category	:	0995 Public Notices
City St Zip	:	Bloomington IL 617023157		Dates Run	:	02/03/2018-02/03/2018
Phone	:	(309) 434-2240		Days	:	1
Fax	:	(309) 434-2802		Size	:	1 x 5.41, 52 lines
	:			Words	:	214
Printed By	:	Powers, Sheila		Ad Rate	:	Legal Inside
Entered By	:	Powers, Sheila		Ad Price	:	170.32
	:			Amount Paid	:	0.00
	:			Amount Due	:	170.32
Keywords	:	20933709 CITY OF BLOOMINGTON PUBLIC HEARING NOTICE				
Notes	:					
Zones	:					

20933709
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, February 13, 2018 at 4:00 p.m., in the Council Chambers located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the request by Crawford's Comer Pub located at 610 W. Chestnut Street, Bloomington 61701, to remove the condition on its liquor license requiring the establishment to close at 11:00 P.M. Sunday through Thursday and at midnight Friday and Saturday nights. Removal of the condition would allow the establishment to serve alcohol until 1:00 A.M. Monday through Friday and until 2:00 A.M. Saturday and Sunday.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, email at cityclerk@cityblm.org, or by telephone at (309) 434-2240. City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

Cherry L. Lawson,

Order Number	:	20933709	Ad Number	:	12080748
PO Number	:		Ad Key	:	
Customer	:	60072323 City of Bloomington	Salesperson	:	L88 - LEGALS
Contact	:		Publication	:	Pantagraph
Address1	:	PO Box 3157	Section	:	Legals
Address2	:		Sub Section	:	Legals
City St Zip	:	Bloomington IL 617023157	Category	:	0995 Public Notices
Phone	:	(309) 434-2240	Dates Run	:	02/03/2018-02/03/2018
Fax	:	(309) 434-2802	Days	:	1
	:		Size	:	1 x 5.41, 52 lines
	:		Words	:	214
Printed By	:	Powers, Sheila	Ad Rate	:	Legal Inside
Entered By	:	Powers, Sheila	Ad Price	:	170.32
	:		Amount Paid	:	0.00
	:		Amount Due	:	170.32
Keywords	:	20933709 CITY OF BLOOMINGTON PUBLIC HEARING NOTICE			
Notes	:				
Zones	:				

C.M.C., City Clerk
Publication Date: February 3,
2018, Pantagraph Newspaper

RESOLUTION 2018 -

**A RESOLUTION REMOVING THE CONDITION ON THE LIQUOR LICENSE OF
CRAWFORD'S CORNER PUB, LOCATED AT 610 W. CHESTNUT STREET,
REQUIRING THE ESTABLISHMENT TO CLOSE AT 11:00 P.M. SUNDAY THROUGH
THURSDAY AND AT MIDNIGHT FRIDAY AND SATURDAY NIGHTS**

WHEREAS, Crawford's Corner Pub, located at 610 W. Chestnut Street, has a valid TAS (Tavern, all types of alcohol, Sunday sales) liquor license; and

WHEREAS, there have been no liquor violations and no major calls for service to the Bloomington Police have been made to the establishment since it opened for business; and

WHEREAS, the owners of said business have requested that the condition requiring an early closing time on their license be lifted; and

WHEREAS, after holding a public hearing on said request, the Bloomington Liquor Commission voted unanimously to recommend to the City Council removal of the condition on the liquor license of the establishment.

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

That the conditions requiring early closing hours for Crawford's Corner Pub be removed from the establishment's liquor license.

PASSED this 12th day of March, 2018.

APPROVED this _____ day of March, 2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, C.M.C., City Clerk



CONSENT AGENDA ITEM NO. 7U

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of the request from Timothy Dobson and Hannah Dean to allow moderate consumption of alcohol at their May 19, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington.

RECOMMENDATION/MOTION: An Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on May 19, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: On February 13, 2018, the Bloomington Liquor Commissioner, Tari Renner, called a hearing to order to hear the request of Timothy Dobson and Hannah Dean to allow moderate consumption of alcohol at their May 19, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington from 4:00 PM until 12:00 midnight.

Present were: Commissioners Tari Renner, Lindsey Powell, Jack Bataoel; Staff present: George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Cherry Lawson, City Clerk.

Susan Dobson, mother of the groom, appeared before Commission and stated the wedding reception will be held on May 19, 2018 at Davis Lodge and beer and wine will only be served by Lucky Sevens, approximately 100 will be attending the reception.

Motion by Commissioner Powell, seconded by Commissioner Bataoel to recommend at the March 12, 2018 City Council meeting, approval of the Timothy Dobson and Hannah Dean request from to allow moderate consumption of alcohol at their May 19, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington.

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

Ayes: Commissioners Powel, Bataoel and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the February 13, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Reviewed by: Robert Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen", with a stylized, flowing script.

Steve Rasmussen
Interim City Manager

Attachments:

- 2B - Letter of Request
- 2C - Ordinance



CITY OF
Bloomington
ILLINOIS

**REQUEST FOR
BEER/WINE AT A
CITY OWNED
PROPERTY**

My event will be held at (Please Check One) ☐ Miller Park Pavilion ☒ Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Marcia Dean (mother of bride)

Susan Dobson (mother of groom)

Timothy Dobson
Hannah Dean

Dobson

Applicant Contact Information:

Phone Number:

Email Address:

Address:

City: Bloomington State: IL Zip Code: 61701

CATERER INFORMATION

Name of Caterer: Lucky 7's Bar Contact Number: 3098083183

Address: Suite 9, 1804 S Hershey Rd

City: Bloomington State: IL Zip Code: 61704

EVENT INFORMATION

Type of Event: Wedding

Date/Time of Event: May 19, 2018 4pm-midnight

Number of Attendees: 100

Have you secured a date with the venue checked above? ☒ YES ☐ NO

If yes, please provide a copy of the contract and receipt you were given.

[Redacted Signature]

Applicant Signature

1/30/2018

Date

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk,
109 E Olive St, Bloomington, IL 61701

OFFICE USE ONLY

Liquor Commission Date: March 13, 2018

➤ Date Approved for Council: _____

City Council Meeting Date: April 9, 2018

➤ Date Council Approved: _____

➤ Ordinance Number: _____

Confirmed Reservation and Deposit with Event Location: ☒ YES ☐ NO

Caterer has a Current City of Bloomington License: ☒ YES ☐ NO (needs catering license)

Water/Parks Departments have been notified: ☐ YES ☐ NO

Date Received: 01.30.18 Staff Initials: Alara



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Reservation Letter

August 22, 2017

Dear Marcia Dean,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. Per your request, we will hold May 18, 2018 – May 20, 2018 for 2 weeks without a deposit after this time the date will be released.

Rental fees for the Lodge are as follows:

Regular Rate	\$400.00 per day
Damage/Cleanup Deposit	\$500.00 per event

Please send in your deposit immediately this will hold your reservation. **Also return a signed attached "Release and Hold Harmless Agreement."** We accept Credit cards (*Discover, Visa, and Master Card*) or Checks made payable to the City of Bloomington. Please mail your payment to **Water Dept. – Lake Division, 603 W. Division St., Bloomington, IL 1701.**

The rental times are 8:00 am – 12:00 am. The Lodge doors will be unlocked when you arrive.

Your Security deposit will be reimbursed if the Lodge is not damaged and it is left neat and clean
(See enclosed list of rules).

Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date.

If you have questions or will not be keeping your reservation, please call (309)434-2303. If it is an urgent matter, please contact Water Department–Office Manager @ (309)434-2645.

We wish you a happy, safe experience at Davis Lodge.

Respectfully,

Jessica Carroll
For: Bob Yehl
Director of Water Department
Email: jcarroll@cityblm.org

Signature: _____

Date: 8/22/2017

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE, OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES, AND/OR PROSECUTION BY LAW.



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RELEASE AND HOLD HARMLESS AGREEMENT

August 22, 2017

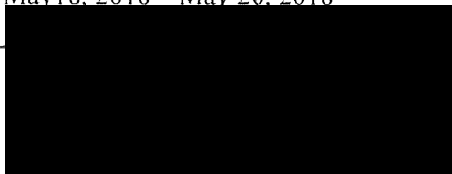
The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

DATED this 22nd day of August.

RENTAL DATE (S): May 18, 2018 – May 20, 2018

Signature Required: _____

Mailing Address: _____



Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES, AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Davis Lodge Receipt for Payment

Name and/or Organization

Reserving Lodge: ___ Marcia Dean ___

Event Date: ~~10/18/2018-10/20/2018~~ 05/18/18 - 05/20/18

Event Type: ___ Wedding ___



City of Bloomington
Water Administration - Division Street
109 East Olive Street
Bloomington, IL 61701
309 - 434 - 2426
Welcome

017164-0101 Tara G. 08/23/2017 03:41PM

MISCELLANEOUS

WATER DAVIS LODGE RENTAL

FEES/DEPOSITS

1 @ 500.00

500.00

Payment Id: 314257

500.00

Subtotal

500.00

Total

500.00

500.00

Change due

0.00

Paid by: Dean

Comments: Lodge deposit fee

~~10/18/18 - 10/20/2018~~ 05/18/18 - 05/20/18

Thank you for your payment.

Have a nice, safe time. Thank you

CUSTOMER COPY

ENTERED TO COMPLETE WITHIN 30 DAYS OF CANCELLATION
FOR THE REST OF THE LOSS OF THE DEPOSIT TO BE PAID AT THE



City of Bloomington
Water Administration - Division Street
109 East Olive Street
Bloomington, IL 61701
309 - 434 - 2426
Welcome

017164-0101 Tara G. 08/23/2017 03:41PM

MISCELLANEOUS

WATER DAVIS LODGE RENTAL

FEES/DEPOSITS

1 @ 500.00 500.00

Payment Id: 314257

500.00

Subtotal

500.00

Total

500.00

500.00

Change due

0.00

Paid by: Dean

Comments: Lodge deposit fee

~~10/18/18~~ - ~~10/20/2018~~ 05/18/18 - 05/20/18

CUSTOMER COPY
DUPLICATE RECEIPT

CITY OF
Bloomington ILLINOIS

WATER DEPARTMENT
603 W. DIVISION STREET
BLOOMINGTON, IL 61701

24 AUG 2017 PM 1



6170261548



ORDINANCE NO. 2018 –

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING
RECEPTION ON MAY 19, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON**

WHEREAS, Timothy Dobson and Hannah Dean desire to allow moderate consumption of alcohol at their May 19, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington from 4:00 PM to 12:00 midnight; and

WHEREAS, Timothy Dobson and Hannah Dean have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, for the wedding reception on May 19, 2018 from 4:00 PM to 12:00 midnight.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 12th of March, 2018.

APPROVED this ____ day of March 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, C.M.C, City Clerk



CONSENT AGENDA ITEM NO. 7V

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of the request from Cody Mason and Lindsay Page to allow moderate consumption of alcohol at their March 31, 2018 wedding reception to be held at Miller Park Pavilion.

RECOMMENDATION/MOTION: An Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on March 31, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: On February 13, 2018, the Bloomington Liquor Commissioner, Tari Renner, called a hearing to order to hear the request of Cody Mason and Lindsay Page to allow moderate consumption of alcohol at their March 31, 2018 wedding reception to be held at Miller Park Pavilion from 4:00 PM until 11:00 PM.

Present were: Commissioners Tari Renner, Lindsey Powell, Jack Bataoel; Staff present: George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Cherry Lawson, City Clerk.

Lindsay Page appeared before Commission and stated the wedding reception will be held on March 31, 2018 at Miller Park Pavilion and beer and wine will only be served by Braise. Approximately 150 guests are anticipated to attend.

Motion by Commissioner Powell, seconded by Commissioner Bataoel to recommend at the March 12, 2018 City Council meeting, approval of the Cody Mason and Lindsay Page request from to allow moderate consumption of alcohol at their March 31, 2018 wedding reception to be held at Miller Park Pavilion.

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

Ayes: Commissioners Powel, Bataoel and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the February 13, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Reviewed by: Jay Tetzloff, Director of Parks, Recreation & Cultural Arts

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with the first name "Steve" being more prominent than the last name "Rasmussen".

Steve Rasmussen
Interim City Manager

Attachments:

- 3B - Letter of Request
- 3C - Ordinance



CITY OF
Bloomington
ILLINOIS

**REQUEST FOR
BEER/WINE AT A
CITY OWNED
PROPERTY**

My event will be held at (Please Check One)



Miller Park Pavilion



Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Lindsay Page (Bride)

Cody Mason (Groom)

Applicant Contact Information:

Phone Number:

Email Address:

Address:

City: Bloomington

State: IL

Zip Code: 61701

CATERER INFORMATION

Name of Caterer: Braize

Contact Number:

309-262-2270

Address: 1413 Leslie Dr #2

City: Bloomington

State: IL

Zip Code: 61704

EVENT INFORMATION

Type of Event: Wedding

Date/Time of Event:

3/31/2018

4:00PM - 11:00PM

Number of Attendees: ~150

Have you secured a date with the venue checked above? ☒ YES ☐ NO

If yes, please provide a copy of the contract and receipt you were given.

Applicant Signature

1/17/18

Date

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk,
109 E Olive St, Bloomington, IL 61701

OFFICE USE ONLY

Liquor Commission Date: 02.13.18

➤ Date Approved for Council: _____

City Council Meeting Date: 03.12.18

➤ Date Council Approved: _____

➤ Ordinance Number: _____

Confirmed Reservation and Deposit with Event Location: ☒ YES ☐ NO

Caterer has a Current City of Bloomington License: ☒ YES ☐ NO (Applying for catering)

Water/Parks Departments have been notified: ☒ YES ☐ NO Agreement Attached

Date Received: 01.17.18 Staff Initials: alara



Facility Permit

Date Entered 012017
Entered By VC

Miller Park Pavilion:

☒ East Side

☐ West Side

☒ Upper Level

☒ East Porch

EVENT Wedding DATE March 31 2018

HOURS 11am TO 11pm RESPONSIBLE PARTY Wedding Party

ADDRESS [Redacted] CITY Bloomington, IL ZIP 61704

HOME PH [Redacted] WORK PH [Redacted] ESTIMATED SIZE OF GROUP 125

☐ BASIC SET-UP: Tables & Chairs to Accommodate _____ People _____ Tables for Food.

☒ SPECIAL SET-UP & HOURS OF EVENT TO FOLLOW LATER. Responsible party must submit schematic of desired set-up to Parks & Recreation office along with exact times facility is needed no later than **TWO WEEKS PRIOR TO EVENT**.

DECORATING TIME: Open _____ Close _____ ACTUAL EVENT: Re-Open _____ Close _____
Notes _____

NO SMOKING or ALCOHOLIC BEVERAGES OF ANY KIND PERMITTED

*** All equipment must be picked up the same day. No exceptions!**

Signature of Responsible Party

John T. Smith (VC)
Director of Parks & Recreation

NO SET-UP OR ACTIVITIES ON THE PAVILION LAWN. Weekend Rentals only call 275-1820 if building is not opened or you will be more than 15 minutes late arriving. If no answer call non-emergency police number at 820-8888 to get into the building.

Monday - Thursday Rates

Fees: (3 hour minimum) Business use of: twice the rate.

Entire Main Level: ☐ \$300.00 minimum plus _____ additional hrs X \$100.00/hr = \$ _____ = \$ _____

East or West Side or Upper level: ☐ \$150.00 minimum plus _____ additional hrs X \$50.00/hr = \$ _____ = \$ _____

Weddings, etc. ☐ \$700.00 per event (no Alcohol allowed) = \$ _____

☐ \$850.00 per event (with Alcohol November 1 - March 31 only) = \$ _____

Friday - Sunday & Holiday Rates

Entire Main Level: ☐ \$450.00 minimum plus _____ additional hrs X \$150.00/hr = \$ _____ = \$ _____

East or West Side or Upper level: ☐ \$225.00 minimum plus _____ additional hrs X \$75.00/hr = \$ _____ = \$ _____

Weddings, etc. ☐ \$950.00 per event (no Alcohol allowed) = \$ _____

☒ \$1450.00 per event (with Alcohol November 1 - March 31 only) = \$ 1450.00

Dances ☐ \$950.00 per event (no Alcohol allowed) = \$ _____

Security Officer: 50.00 x _____ hours per event = \$ _____

East Porch: ☐ \$75.00 per day = \$ _____

Overtime to go Midnight ☐ \$150.00 = \$ _____

Damage Deposit: ☐ \$150.00
☒ \$300.00 Wedding/Dance

Payment: Cash

Date Pd: 012017

\$ 1450.00



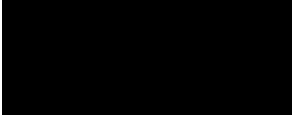
CITY OF BLOOMINGTON
PARKS & RECREATION

BPARD Confirmation

Printed: 20 Jun 2017 09:07 AM

User: prcounter2

You are now enrolled in the following programs.
Questions?? Call 434-2260, M - F, 8 - 5.



Receipt #: 137009

Issued: Tue 20 Jun 17 09:07 AM

Description		Amount
Previous Balance		\$1,450.00
Applied To: 2713 - Wedding	\$1,450.00	\$1,450.00
Payment: Check		(\$1,450.00)
Balance		\$0.00

ORDINANCE NO. 2018 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON MARCH 31, 2018 AT MILLER PARK PAVILION

WHEREAS, Cody Mason and Lindsay Page desire to allow moderate consumption of alcohol at their March 31, 2018 wedding reception to be held at Miller Park Pavilion from 4:00 p.m. to 11:00 p.m.; and

WHEREAS, Cody Mason and Lindsay Page have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Miller Park Pavilion, for the wedding reception on March 31, 2018 from 4:00 p.m. to 11:00 p.m.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 12th of March, 2018.

APPROVED this ____ day of March 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, C.M.C, City Clerk

PUBLIC HEARING



PUBLIC HEARING AGENDA ITEM NO. 8A

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Finance / Administration

SUBJECT: Public Hearing for the FY 2019 Proposed Budget

RECOMMENDATION/MOTION: For informational purposes only to allow the public to review and comment on the FY 2019 Proposed Budget

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 budget is a financial plan which stipulates the approach the City will undertake to achieve the strategic plan in accordance with the aspirations of Council. The City Code requires adoption of an annual appropriation Ordinance. The FY 2019 Proposed Budget was presented to Council on February 26, 2018. The General Fund and Other Funds FY 2019 Proposed Budget books will be provided to Council and made available to the public by March 9, 2018. Copies of the FY 2019 Proposed Budget will be available for examination at the following locations: Office of the City Clerk, City Hall Building, 109 E. Olive Street; Bloomington Public Library, 205 E. Olive Street; Bloomington, and available on the City's website at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The FY 2019 Proposed Budget for all City funds is \$207,894,653. The Proposed Budget for FY 2019 is balanced for all funds. Any fund with expenditures exceeding revenue will be offset by a planned use of fund balance or net assets. Any fund with proposed revenues exceeding expenditures will show a contribution to fund balance.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Scott Rathbun, Sr. Budget Manager

Financial & budgetary review by: Patti-Lynn Silva, Finance Director

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in dark ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- 1B - FY 2019 Proposed Budget Fund Balance Summary
- 1C - FY 2019 Proposed Budget Public Notice

CITY OF BLOOMINGTON, IL

2019

PROPOSED BUDGET

SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND

(ALL FIGURES PROVIDED ARE ESTIMATES)

Fund	Budgetary Fund Balance 4/30/2017 ^A	FY 2018 Projected Revenues	FY 2018 Projected Expenditures	Projected Fund Balance 4/30/2018 ^A	FY 2019 Proposed Revenues	FY 2019 Proposed Expenditures	FY 2019 Proposed Expenditures	Net Changes to		Projected Fund Balance Ending 4/30/2019 ^A	Adopted Fund Balance Percent	Adopted Fund Balance Percent Change 18-19
								Fund Balance ^B	Fund Balance ^B			
General Fund	14,764,533	105,360,901	103,979,371	16,146,063	\$ 103,987,982	\$ 103,987,982	\$ 103,987,982	\$ (289,109)	\$ 15,856,954	15.25%	15.25%	-1.79%
General Fund Total:	14,764,533	105,360,901	103,979,371	16,146,063	\$ 103,987,982	\$ 103,987,982	\$ 103,987,982	\$ (289,109)	\$ 15,856,954	15.25%	15.25%	-1.79%
Special Revenue:												
Motor Fuel Tax	7,238,666	2,259,012	735,000	8,762,678	\$ 9,200,000	\$ 9,200,000	\$ 9,200,000	\$ (5,900,000)	\$ 2,862,678	31.12%	31.12%	-67.33%
Board of Elections	618,979	485,062	580,659	523,382	\$ 637,203	\$ 637,203	\$ 637,203	\$ (151,738)	\$ 371,644	58.32%	58.32%	-28.99%
Drug Enforcement	1,104,524	246,528	246,528	1,143,481	\$ 419,000	\$ 419,000	\$ 419,000	\$ (283,500)	\$ 859,981	205.25%	205.25%	-24.79%
Community Development	41,047	862,306	862,306	41,047	\$ 877,020	\$ 877,020	\$ 877,020	-	\$ 41,047	4.68%	4.68%	0.00%
IHDA Single Family Owner Occupied Rehabilitation	0	242,200	242,200	0	\$ 69,050	\$ 69,050	\$ 69,050	-	\$ 0	0.00%	0.00%	0.00%
Library	4,242,634	5,431,659	5,415,009	4,259,284	\$ 5,594,004	\$ 5,594,004	\$ 5,594,004	\$ 140,493	\$ 4,399,777	78.65%	78.65%	3.30%
Library Fixed Asset	922,219	219,944	321,770	820,393	\$ 30,000	\$ 30,000	\$ 30,000	\$ (25,000)	\$ 795,393	265.131%	265.131%	-3.05%
Park Dedication	739,091	31,512	155,947	614,656	\$ 75,000	\$ 75,000	\$ 75,000	\$ (53,497)	\$ 561,159	748.21%	748.21%	-8.70%
Empire St. Corridor TIF	(23,833)	29,863	3,488	2,542	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 32,542	0.00%	0.00%	1180.05%
Downtown Southwest TIF	(96,866)	0	957	(97,813)	\$ -	\$ -	\$ -	\$ (97,813)	\$ (97,813)	0.00%	0.00%	0.00%
Special Revenue Total:	14,786,471	9,847,043	8,563,864	16,069,650	\$ 16,931,277	\$ 16,931,277	\$ 16,931,277	\$ (6,243,242)	\$ 9,626,408	58.04%	58.04%	-38.85%
Debt Service:												
General Bond and Interest	4,779,287	4,040,876	4,613,129	4,207,035	\$ 4,055,229	\$ 4,055,229	\$ 4,055,229	\$ (1,084,103)	\$ 3,122,932	77.01%	77.01%	-25.77%
2004 Coliseum Bond Redemption	1,279,089	1,446,470	1,276,943	1,448,617	\$ 1,444,768	\$ 1,444,768	\$ 1,444,768	\$ (43,499)	\$ 1,405,118	97.26%	97.26%	-3.00%
2004 Multi-Project Bond Redemption	1,674,874	638,587	1,005,461	1,308,000	\$ 1,093,270	\$ 1,093,270	\$ 1,093,270	\$ (272,455)	\$ 1,035,545	94.72%	94.72%	-20.83%
Debt Service Total:	7,733,251	6,125,933	6,895,532	6,963,652	\$ 6,593,266	\$ 6,593,266	\$ 6,593,266	\$ (1,400,057)	\$ 5,563,594	84.38%	84.38%	-20.11%
Capital Projects:												
Capital Improvement	(12,810)	6,163,964	6,126,154	25,000	\$ 6,973,000	\$ 6,973,000	\$ 6,973,000	\$ (17,000)	\$ 8,000	0.11%	0.11%	-68.00%
Capital Lease	(3,844,702)	5,625,183	5,625,183	(3,844,702)	\$ 4,518,007	\$ 4,518,007	\$ 4,518,007	\$ -	\$ (3,844,702)	-85.10%	-85.10%	0.00%
Capital Project Total:	(3,857,512)	11,789,147	11,751,337	(3,819,702)	\$ 11,491,007	\$ 11,491,007	\$ 11,491,007	\$ (17,000)	\$ (3,836,702)	-33.39%	-33.39%	0.45%
Enterprise:												
Water	25,760,435	15,993,087	18,157,776	23,595,746	\$ 23,094,143	\$ 23,094,143	\$ 23,094,143	\$ (7,269,826)	\$ 16,325,921	70.69%	70.69%	-30.81%
Sewer	1,468,872	5,123,707	4,934,965	1,657,615	\$ 7,225,649	\$ 7,225,649	\$ 7,225,649	\$ 246,435	\$ 1,904,050	26.35%	26.35%	14.87%
Storm Water	307,141	2,820,755	3,120,729	7,167	\$ 3,734,120	\$ 3,734,120	\$ 3,734,120	-	\$ 7,167	0.19%	0.19%	0.00%
Solid Waste	548,079	6,629,695	6,889,438	288,336	\$ 6,795,936	\$ 6,795,936	\$ 6,795,936	\$ 125,755	\$ 414,091	6.09%	6.09%	43.61%
Abraham Lincoln Parking Deck	288,894	312,384	470,376	110,902	\$ 530,701	\$ 530,701	\$ 530,701	\$ (61,603)	\$ 29,299	5.52%	5.52%	-73.58%
Golf Courses	770,500	2,268,233	2,578,834	459,899	\$ 2,681,093	\$ 2,681,093	\$ 2,681,093	\$ 6,015	\$ 465,914	17.38%	17.38%	1.31%
Grossinger Motors Arena	370,478	6,723,806	6,816,637	277,647	\$ 5,552,191	\$ 5,552,191	\$ 5,552,191	\$ (21,056)	\$ 256,591	4.62%	4.62%	-7.58%
Enterprise Total:	29,494,399	39,871,668	42,968,754	26,397,313	\$ 49,613,833	\$ 49,613,833	\$ 49,613,833	\$ (6,994,280)	\$ 19,403,033	39.11%	39.11%	-26.50%
Internal Service Fund:												
Casualty Insurance	2,376,700	4,548,858	4,356,319	2,569,239	\$ 4,385,221	\$ 4,385,221	\$ 4,385,221	\$ -	\$ 2,569,239	58.59%	58.59%	0.00%
Employee Insurance and Benefits	3,877,888	11,552,975	13,891,922	1,538,941	\$ 12,692,599	\$ 12,692,599	\$ 12,692,599	\$ (27,263)	\$ 1,511,878	11.91%	11.91%	-1.77%
Employee Retiree Group Healthcare	(147,404)	1,657,903	1,438,907	71,591	\$ 1,444,941	\$ 1,444,941	\$ 1,444,941	\$ (6,16)	\$ 70,976	4.91%	4.91%	-0.86%
Internal Service Fund Total:	6,107,183	17,759,735	19,687,148	4,179,771	\$ 18,522,761	\$ 18,522,761	\$ 18,522,761	\$ (27,878)	\$ 4,151,893	22.42%	22.42%	-0.67%
Fiduciary:												
JM Scott Total	6,514,128	781,149	293,027	7,002,250	\$ 754,527	\$ 754,527	\$ 754,527	\$ 400,500	\$ 7,402,750	981.11%	981.11%	5.72%
Fiduciary Fund Total:	6,514,128	781,149	293,027	7,002,250	\$ 754,527	\$ 754,527	\$ 754,527	\$ 400,500	\$ 7,402,750	981.11%	981.11%	5.72%
Total:	75,542,453	191,535,577	194,139,033	72,938,997	\$ 207,894,653	\$ 207,894,653	\$ 207,894,653	\$ (14,571,067)	\$ 58,367,930	28.08%	28.08%	-19.98%

Budgetary Fund Balance is similar to cash basis except short term payables and receivables are taken into account.

Net use of fund balance column depicts uses or additions to fund balance reserves.

A

B

Page	:	1 of 1	02/27/2018 11:36:15	Ad Number	:	12092004
Order Number	:	20938887		Ad Key	:	
PO Number	:			Salesperson	:	L88 - LEGALS
Customer	:	60072323 City of Bloomington		Publication	:	Pantagraph
Contact	:			Section	:	Legals
Address1	:	PO Box 3157		Sub Section	:	Legals
Address2	:			Category	:	0995 Public Notices
City St Zip	:	Bloomington IL 617023157		Dates Run	:	03/02/2018-03/02/2018
Phone	:	(309) 434-2240		Days	:	1
Fax	:	(309) 434-2802		Size	:	1 x 3.43, 33 lines
	:			Words	:	114
Printed By	:	Collins, Carol		Ad Rate	:	Legal Inside
Entered By	:	Collins, Carol		Ad Price	:	110.28
	:			Amount Paid	:	0.00
	:			Amount Due	:	110.28
Keywords	:	20938887 CITY OF BLOOMINGTON BLOOMINGTON, ILLINOIS				
Notes	:					
Zones	:					

20938887

CITY OF BLOOMINGTON
BLOOMINGTON, ILLINOIS

PUBLIC HEARING NOTICE

PUBLIC IS HEREBY PROVIDED NOTICE that a Public Hearing will be held to receive public comments on the Annual Budget Year ending April 30, 2019 on Monday, March 12, 2018 at 7:00 PM in the City Hall Council Chambers located at 109 East Olive Street; Bloomington, IL. Copies of the Proposed Annual Budget will be available for examination at the following locations: Office of the City Clerk, City Hall Building, 109 E. Olive Street; Bloomington Public Library, 205 E. Olive Street; Bloomington, and available on the City's website at www.cityblm.org.

Cherry L. Lawson, C.M.C.
City Clerk

Published this 2nd day of
March 2018: Pantagraph
Newspaper

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9A

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution directing City Staff to include funds in the amount of \$370,000 in the FY 2019 Adopted Budget for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road, as requested by the Public Works Department.

RECOMMENDATION/MOTION: A Resolution directing City Staff to Include Funds in the FY 2019 Budget for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road be approved, and the Mayor and City Clerk be authorized to execute the Resolution.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services, 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: 1e. Partnering with others for the most cost-effective service delivery. 2a. Better quality roads and sidewalks

BACKGROUND: The County, City and County Staff have continued to discuss options to address the issues at this intersection. Several additional cost saving measures have been identified and some previously estimated costs have been finalized reducing the previous contingencies.

Along with the previously proposed elimination of the widening work on the east leg of Ireland Grove and eastbound right turn lane, the planned work can be further modified to reduce construction costs. In lieu of shoulders consisting of 4' of paved asphalt and 4' of aggregate, the entire 8' wide shoulder will be constructed with aggregate. While paved shoulders are typically used within the limits of an intersection, all-aggregate shoulders will match the existing aggregate shoulders on both Towanda Barnes and Ireland Grove. Also, a portion of the traffic signal modifications will be completed by City Staff to help realize reduced costs for this work.



In addition, in the time since this item was last reviewed by Council, the ROW acquisition has been finalized, and proposed Engineering costs for plan revisions to reflect the change in project

scope have been received from the Farnsworth Group. Similarly, utility coordination has been ongoing and the likelihood of needing funding for relocations has been significantly reduced. This allows previously requested contingency amounts for these items unknown at that time to be reduced to the actual anticipated amounts. The total cost breaks down as follows (all costs shown are the City's portion, not totals for the project):

Remaining balance owed to County for Engineering work already completed by Farnsworth Group under the previously executed IGA	\$27,000
Completed ROW acquisition	\$6,000
Farnsworth Group Future Additional Engineering to update construction documents for the proposed reduced project scope	\$13,000
Estimated Construction Cost	\$324,000
TOTAL Estimated Remaining CITY Cost	\$370,000

Under the previously executed Inter-Governmental Agreement, the City is responsible to reimburse the County for 50% of the funds they have already expended in the amount of \$33,000 (remaining previous Engineering balance of \$27,000 and ROW acquisition of \$6,000). Should Council elect to not fund construction of the project, this \$33,000 would still be payable to the County, either with State MFT funds or Local Funds.

To date, the City has previously spent approximately \$64,000 of State MFT funds on this project. With the \$33,000 mentioned above, the total City money already committed to this project to date is approximately \$97,000 even if the project is stopped now prior to construction. In addition, the County has expended a similar amount in a good-faith partnership with the City to improve this intersection.

Staff still proposes a reduced-scope project utilizing LOCAL funds. By eliminating State Motor Fuel Tax (MFT) funding from the project, the additional intersection improvements previously required by the State will not be required to be built at this time. Widening and associated work on the east leg and for the eastbound right turn lane will be postponed indefinitely. With a 50/50 funding split between the City and County, only the southbound free-flow right turn lane and minor traffic signal modifications will be constructed. The County will include the resurfacing of Towanda Barnes Road in the contract to be funded 100% by the County. No resurfacing work on Ireland Grove Road will be completed at this time. This reduced-scope project should address backups on southbound Towanda Barnes Road, but will likely not alleviate concerns regarding traffic backups and queuing lengths for eastbound and westbound Ireland Grove Road during the peak hours.

By constructing the southbound free-flow right turn lane, congestion in the morning hours should be reduced significantly. This should increase the safety of the intersection by reducing the rear

end crashes common in stop-and-go traffic situations. In addition, the separate turning lane pulls the southbound right turn vehicles away from the center of the intersection, reducing the number of vehicles in direct conflict with other vehicles.

By reducing significant delay for drivers, there may also be some indirect benefits on speeding away from the intersection as drivers will not feel the need to speed to “make up” time lost sitting and waiting at the intersection.

An interim design and study of Towanda Barnes Road at Ireland Grove was completed in 2014 as a result of complaints about traffic backups, one crash involving a fatality, one crash involving serious injury and a number of less-severe crashes at this intersection. As the design and study of this intersection progressed, the Illinois Department of Transportation (IDOT) withdrew previous approval of a 10-year interim design and required a full, 20-year design requiring greater improvements than were originally anticipated. IDOT approval would have been mandatory for this project since State MFT funds were planned to be utilized for construction, so the requirements set forth by IDOT were met. This additional scope increased the design and construction costs of this project well above the original projection due to widening required for additional lanes on the east leg of Ireland Grove. More detailed information regarding the history of the project can be found in the September 26, 2016 Council Memo and the February 17, 2017 Memo from the County Engineer to the McLean County Board of Transportation. Both of these documents are included in the attached Transportation Commission Agenda Packets for this item.

On September 26, 2016 Council created a joint partnership to address the issue by entering into an Intergovernmental Agreement with McLean County for cost sharing. The cost sharing includes design and reconstruction of the intersection of Towanda Barnes Road at Ireland Grove Road. At that same time the Intergovernmental Agreement was adopted, a Resolution approving the expenditure of \$64,100 of State MFT funds was adopted as well. A copy of the executed Agreement is attached along with a support email from the County.

During the regular Council meeting on October 23, 2017, City Staff presented the proposal to Council. The Council voted to send the proposal to the Transportation Commission for evaluation of the project. The Commission discussed the proposal at the November 28, 2017, meeting but tabled the discussion and requested additional information and analysis from Staff. The Commission again discussed the proposal at the December 19, 2017, meeting. Copies of the Meeting Minutes and Agenda Packets from these two meeting, which include previous Council communications as well, are attached.

At the December 2017 meeting, the Transportation Commission voted 4-1 in favor of recommending that Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road. The remaining expenditure by the City to cover its portion of this project adds up to \$900,000 and includes the remainder of the City’s portion of the project’s engineering (intersection design study, plans, and construction documents) currently owed to the County, as well as the City’s portion of the future estimated costs for right-of-way, utility relocation, and construction. Utilizing State MFT funds,

the current total construction estimate is \$1,600,000, half of which would be the City's responsibility.

In the time since the Transportation Commission recommended proceeding with the \$900,000 MFT Resolution, potential options have been explored regarding a reduced project scope that does not use State MFT funds. By reverting to the initial project scope constructing only the southbound free-flow right turn lane and postponing the eastbound right turn lane and widening on the east leg of Ireland Grove Road, the construction cost will be reduced significantly. It is noted that while this reduced-scope project should alleviate backups on southbound Towanda Barnes Road, it will not alleviate concerns regarding traffic backups and queuing lengths for eastbound and westbound Ireland Grove Road during the peak hours. The County would still overlay Towanda Barnes Road (funded 100% by the County) as part of the project, but the City would not overlay Ireland Grove Road. Additional engineering costs to Farnsworth Group will be required to revise the construction plans and bidding documents and would be paid at a 50/50 split with the County. It is estimated the total City portion of the remaining project cost will amount to \$370,000, and includes construction, engineering (new plan modifications and the balance previously owed to the County), ROW acquisition and utility relocations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County staff, multi-agency Transportation Technical Committee, City Transportation Commission.

FINANCIAL IMPACT: This project is not included in the current FY 2019 Proposed Budget and if approved will add \$370,000 to the State Motor Fuel Fund budget to spend additional fund balance for street light electricity which will "free up" funds already proposed in the General Fund. Funds from the General fund will be transferred to the Capital Improvement Fund in keeping with GAAP.

The \$370,000 projected cost is the maximum of the City's portion of the remaining cost of the intersection design study, plans, construction documents, right-of-way, utility relocation, and construction for this project. Should Council elect to not fund construction of the project, the \$33,000 would still be payable to the County, either with State MFT funds or Local Funds.

If approved, funds will be paid from the Capital Improvement Fund-Street Construction account (40100100-72530). Also, the State Motor Fuel Tax fund will increase its expenditures in the MFT Electricity account (20300300-71320) matched by the revenue account MFT Use of Fund Balance (20300300-4000).

McLean County is the lead agency and the City will reimburse the County for the City's portion of the project.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, PE, Civil Engineer II
Michael Hill, Public Works Administration
Philip Allyn, PE, PTOE, City Traffic Engineer

Reviewed by: Kevin Kothe, PE, City Engineer/Acting Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 4B - Resolution
- 4C - Executed IGA
- 4D - County IGA Support Email
- 4E - TRANS COMMISSION AGENDA PACKET NOV 2017 Towanda Barnes at Ireland Grove MFT Resolution 20180212
- 4F - TRANS COMMISSION MINUTES NOV 2017 Towanda Barnes at Ireland Grove MFT Resolution 20180212
- 4G - TRANS COMMISSION AGENDA PACKET DEC 2017 Towanda Barnes at Ireland Grove MFT Resolution 20180212
- 4H - TRANS COMMISSION MINUTES DEC 2017 Towanda Barnes at Ireland Grove MFT Resolution 20180212

RESOLUTION NO. 2018 -

A RESOLUTION DIRECTING STAFF TO INCLUDE FUNDS IN THE FY 2019 BUDGET FOR INTERSECTION DESIGN, PLANS, CONSTRUCTION DOCUMENTS, RIGHT-OF-WAY, UTILITY RELOCATION, AND CONSTRUCTION FOR THE INTERSECTION OF TOWANDA BARNES ROAD AND IRELAND GROVE ROAD

WHEREAS, the City Council approved an intergovernmental agreement with McLean County on September 26, 2016, wherein the City agreed to share the costs of certain intersection improvements at Towanda Barnes Road and Ireland Grove Road; and

WHEREAS, staff from the City and County have worked on various approaches to reduce the total costs of the improvements and have agreed the project scope should include constructing only the southbound free-flow right turn lane; and

WHEREAS, the intergovernmental agreement provided the costs be shared 50/50 between the County and the City; and

WHEREAS, the City's total estimated share of the remaining project costs is \$370,000 and the City Council finds it in the best interests of the City to include said amount in the FY 2019 budget.

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

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council hereby directs the City Manager to include the City's portion of the remaining costs contemplated by the September 26, 2016, intergovernmental agreement with the County for the intersection improvements, in the amount of \$370,000, in the FY 2019 budget.

Section 3. This Resolution shall be in full force and effect immediately after its passage and approval.

ADOPTED this 12th day of March 2018.

APPROVED this _____ day of _____, 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

COB

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN
FOR TRAFFIC SIGNAL UPGRADES AT
TOWANDA BARNES ROAD AND IRELAND GROVE ROAD**

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions, and;

WHEREAS, the City of Bloomington, hereinafter called "City", is a municipal corporation and the County of McLean, hereinafter called "County", is a body corporate and politic, and;

WHEREAS, it is in the best interest of the public health, safety and welfare that traffic studies are performed at intersections of high volume, and;

WHEREAS, the County Highway Department has performed an Engineering Study at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, a Right Turn Lane is needed and Traffic Control Signal Upgrades are warranted at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, the City and County agree that the cost of construction and maintenance for the Traffic Control Signals at the intersection of Towanda Barnes Road and Ireland Grove Road should be shared based on the number of legs of the intersection for which each has jurisdiction, and, now:

THEREFORE, be it hereby mutually agreed as follows:

1. The County has had the necessary preliminary engineering performed.
2. The City and County agree to proceed with the construction of the right-turn lane and traffic control signal upgrades and the associated necessary work.
3. The construction shall be budgeted for the summer of 2017, and shall be performed after May 1, 2017.
4. The County shall be the lead agency, and has entered into an Engineering Agreement for a final Intersection Design Study (IDS), the Traffic Signal Design and Intersection & Turn Lane Design.
5. The County will take bids and enter into Contract with concurrence from the City, and supervise the construction of the project.

6. The City shall reimburse the County for Fifty percent (50%) of all costs associated with the project as work progresses, including all engineering, construction and right-of-way costs as incurred.
7. It is also hereby mutually agreed to amend "Exhibit A" of the Intergovernmental Agreement for Maintenance of Traffic Control Devices of September 2002, as hereby attached.
8. The City and County agree to pay their respective proportional shares of maintenance and energy costs to operate the signals identified in Exhibit A in the amounts specified and attributable to each entity in Exhibit A.

APPROVED:

Tari Renner 9/30/16
Mayor Tari Renner (date)
City of Bloomington

John D. McIntyre 9-20-2016
Chairman John D. McIntyre (date)
McLean County Board

ATTEST:

Cherry Lawson
Cherry Lawson
City of Bloomington Clerk

Kathy Michael
Kathy Michael
McLean County Clerk

THE LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION

THE LEVEL OF MAINTENANCE REFERS TO THE
TRAFFIC SIGNAL MAINTENANCE PROVISIONS IN EXHIBIT B.

EXHIBIT A
MASTER AGREEMENT TABLE
BLOOMINGTON

Loc No	Intersection	MAINTENANCE		ENERGY		Level
		County%	City%	County%	City%	
141	Towanda Barnes Road Ireland Grove Road	50	50	50	50	1
142	Towanda Barnes Road General Electric Road	50	50	50	50	1
143	Towanda Barnes Road Fort Jesse Road	50	50	50	50	1
144	Towanda Barnes Road Oakland Avenue	50	50	50	50	1
145	White Oak Road Dr Martin Luther King Jr Drive	50	50	50	50	1

Approved: September, 2002

Revised: September, 2016

From: Jim Karch/Cityblm
To: Jeff Jurgens/Cityblm@Cityblm, Kevin Kothe/Cityblm@Cityblm, Ryan Otto/Cityblm@Cityblm, Phil Allyn/Cityblm@Cityblm, Michael Hill/Cityblm@Cityblm

Date: Tuesday, February 06, 2018 02:35PM
Subject: Fw: Towanda-Barnes & Ireland Grove Road

FYI

This satisfies any questions that I would have about meeting the original intent of the IGA from the McLean County perspective.

Thank you,

Jim

Jim Karch, P.E. CFM
Director of Public Works
Public Works Department
City of Bloomington
P.O. Box 3157
115 East Washington Street
Bloomington, Illinois 61702-3157
(309)434-2225, Fax (309)434-2201
jkarch@cityblm.org

"Providing good stewardship of the public infrastructure and equipment safely through competitive services and excellent customer relations."

-----Forwarded by Jim Karch/Cityblm on 02/06/2018 02:34PM -----

To: Jim Karch <jkarch@cityblm.org>
From: "Stokes, Jerry" <Jerry.Stokes@mcleancountyil.gov>
Date: 02/06/2018 01:23PM
Cc: "Wasson, Bill" <Bill.Wasson@mcleancountyil.gov>, "Knapp, Don" <Don.Knapp@mcleancountyil.gov>, "Schmitt, Eric" <Eric.Schmitt@mcleancountyil.gov>, "Woods, Jessica" <Jessica.Woods@mcleancountyil.gov>
Subject: Towanda-Barnes & Ireland Grove Road

Mr. Karch,

The McLean County Highway Department concludes that the construction of the southbound right-turn lane from Towanda-Barnes Road to Ireland Grove Road would satisfy the Intergovernmental Agreement that was entered in September of 2016 between McLean County and the City of Bloomington.

Thanks,

Jerry Stokes, P.E.

County Engineer

McLean County Highway Department

102 S. Towanda-Barnes Road

Bloomington, IL 61705

Phone: 309-663-9445

Fax: 309-662-8038

jerry.stokes@mcleancountyil.gov

Websense: Click [here](#) to report this email as spam.

**CITY OF BLOOMINGTON
REPORT FOR THE TRANSPORTATION COMMISSION
NOVEMBER 28, 2017**

CASE NUMBER:	SUBJECT:	ORIGINATING FROM:
TC-2017-03	Potential Intersection Modifications at Towanda Barnes Rd. & Ireland Grove Rd.	City Council (10/23/2017 Meeting)
REQUEST:	Recommendation to City Council regarding a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road.	

STAFF RECOMMENDATION: Approval

Staff recommends the Transportation Commission pass the following motion recommending:

- A. That City Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road and the Mayor and City Clerk be authorized to execute the necessary documents.**

1. ATTACHMENTS:

- a. **Location Map**
- b. **City Council Packet from October 23, 2017 (abbreviated)**
- c. **City Council Presentation by PW Director Karch on October 23, 2017**
- d. **City Council Meeting Minutes from October 23, 2017 (abbreviated)**
- e. **County Transportation Committee Meeting Minutes from October 3, 2017**
- f. **Towanda Barnes and Ireland Grove Road 5-year Crash Summary**
- g. **Intersection Traffic Counts**
- h. **Intersection Crash Rankings – by Number**
- i. **Intersection Crash Rankings – by Rate**
- j. **2014 Interim (10 year) Intersection Design Study by Farnsworth Group**
- k. **2017 Final (20 year) Intersection Design Study by Farnsworth Group**
- l. **Public Comments received to date**

2. BACKGROUND AND SUPPLIMENTAL INFORMATION:

An interim design study of the intersection of Ireland Grove Road and Towanda Barnes Road was completed in 2014 as a result of complaints about traffic backups, one crash involving a fatality, and one crash involving serious injury at this intersection. On September 26, 2016, Council created a joint partnership to address the intersection by entering into an

Intergovernmental Agreement with McLean County to split 50/50 the costs of design and reconstruction of the intersection. At the same time the Intergovernmental Agreement was adopted, a Resolution approving the expenditure of \$64,100 of Motor Fuel Tax (MFT) funds was adopted as well to fund the City's portion of the initial engineering. The remaining expenditure by the City to cover its portion of this project is estimated to be \$900,000 and includes the remainder of the City's portion of the project's engineering currently owed to the County, as well as the City's portion of the future estimated costs for right-of-way, utility relocation, and construction. The current total construction estimate is \$1,600,000, half of which would be the City's responsibility.

For additional details regarding the history and current status of the project, please see the attached City Council Packet Memo from the October 23, 2017 meeting, which includes the September 26, 2016 Council Memo and the February 17, 2017 memo from the County Engineer to the McLean County Board of Transportation. In addition, the Minutes from the recent County Transportation Committee Meeting on October 3, 2017 and the power point presentation presented by Public Works Director Karch at the October 23, 2017 City Council meeting are also attached.

When considering the proposed MFT resolution at their October 23, 2017 meeting, the City Council referred the project to the Transportation Commission for a recommendation on the MFT funding resolution. Please see the attached Council Meeting minutes from this meeting. Specific questions that the Council requested are below with Staff's response:

1. *Can the City spend money on better or a wider variety of projects?* There are a very large number of potential projects across the City competing for limited funding. Potential projects include safety improvements, efficiency/capacity improvements, maintenance work, and beautification projects, each with advantages and disadvantages with regard to which is "best". The Staff continually monitors the infrastructure of the City and their recommendation is that this project would be a good use of currently budgeted funds. Given the County is funding 50% of the total project cost, City dollars are stretched further to alleviate one of the most congested intersections in the City and improve safety at a location traveled by tens of thousands of people each day.
2. *How else can the city use MFT funds?* MFT funds can be used on a wide variety of projects, but they must be roadway related and all have strings attached in the form of various state requirements and higher, more conservative design standards. Utilizing MFT funds generally requires a higher level of plan detail and engineering, both during the preliminary and design phases, as well as for construction inspection and material documentation. For example, currently the City uses non-MFT funds to pay for the annual asphalt street resurfacing because it allows greater flexibility on construction methods and material types, typically has lower unit prices, it allows the City to take advantage of new technology, and the simplicity of the work does not require a higher level of effort to achieve satisfactory results. This allows the most efficient use of funds. If we used MFT funds for this resurfacing, additional engineering work (potentially by an outside consultant) would need to be completed to compile a more involved set of bidding documents to IDOT standards and

incorporating often more conservative design requirements such as minimum lane widths that are unnecessary for a lower volume roadway. In addition, there would be restrictions placed on the material types used, increased construction inspection documentation required (also potentially needing an outside consultant), and loss of flexibility with regard to work location and scope modifications. MFT funds are typically utilized on larger, more complex projects, such as this project, the intersection/traffic signal improvements at Towanda Ave. and Vernon Ave., the Hamilton Road improvements and the Fox Creek Road bridge replacement and associated road work because these projects require the higher level of effort and detail, have higher traffic volumes appropriate for the higher design standards and will see the associated higher unit costs regardless of the funding type.

3. *How many of the crashes at this intersection resulted from speeding?* This information is not available from the crash reports.
4. *Can we look at what speeds people are traveling?* Average unimpeded travel speeds in the immediate vicinity of the intersection are not easily measured due to the traffic signal regulating the stoppage of traffic. However, the County has collected speed data for the approaches to the intersection. This information is attached. It does appear that there may be an issue of speed enforcement, especially along Towanda Barnes Road. This project alone will likely not have a noticeable effect on speeding.
5. *Does this intersection improvement alleviate safety concerns at peak hours only?* The greatest benefit would come during the peak hours since those are the times of greatest congestion and the highest volumes of traffic, especially with a reduction in the chance of rear-end crashes associated with congestion. However, the modifications to the intersection should improve the safety of the intersection at all times of day. The addition of the southbound free-flow right turn will change the current right-angle/"T-bone" conflict to a typically less severe sideswipe conflict. The additional eastbound and westbound right turn lanes will separate through and right turn movements, reducing the likelihood of rear-end crashes. The addition of the raised median on the west leg will prevent left turns to/from the east Pony Entrance, which is located within the eastbound left turn lanes. This will reduce the likelihood of head-to-head conflicts between eastbound left turns (Ireland Grove to Towanda Barnes) and westbound left turns (into Pony). All three of these benefits should be realized in off-peak hours as well as peak hours.
6. *What is the crash data and traffic data during other time periods at this intersection?* Crash data for the intersection from the past 5 years is attached. Hourly breakdowns are provided at the top of the page inside the highlighted box. There were a total of 35 crashes. While most crashes occurred during the morning and evening peak times, when traffic volumes are highest, it should be noted that crashes also occurred during off-peak hours, especially late-morning, early afternoon, and the evening period. Traffic volume data from the preliminary traffic analysis as well as updated traffic volume data collected by the County in September, 2017 is also attached.

7. *What is the timeline for this project, including the timeline for review by the Transportation Commission and final approval by the City Council?* All design engineering is complete and construction documents are ready to be released for bidding. The County is currently proceeding with right-of-way acquisition and utility relocation coordination. The County has discussed the project at its Transportation Committee and is looking for feedback on the interest in the City moving forward with the project. See the attached Minutes from this meeting. Assuming the Transportation Commission recommends approval of the MFT Funding Resolution at the November 28, 2017 meeting, it would likely be brought back to Council for final approval in January, 2018. Following this approval and approval and authorization of funds by the County, the project could be let for bids as soon as right-of way is obtained, potentially as early as spring/summer, 2018.
8. *Have the Transportation Commission review and make recommendations on the current proposed project and/or other projects with an equal or greater safety benefit.* Data on safety benefits for all other projects does not currently exist to directly compare, and would consume a significant amount of staff time to evaluate and compile, as most future potential projects do not yet even have a project scope. Projects are evaluated on a case by case basis, with selection based on various criteria such as crash rates, usage volumes, potential funding partnerships and/or grants (County, Town, IDOT, private), public and elected official feedback, and other various factors. A list of the significant projects under current consideration can be found in the recently presented Streets Master Plan.
9. *Have the Transportation Commission come up with alternatives to the current proposed project, including other ways to alleviate the concerns at this intersection (i.e. non-MFT design, "congestion ahead" signs, or speed limit reductions) and alternative projects that would have an equal or greater safety benefit.*
 - a. Without MFT funds, a shorter design year could be used rather than the IDOT required 20-year period. This would potentially shorten the proposed turn lanes and reduce the required new pavement. However, as traffic grows into the future, these turn lanes would potentially need to be lengthened at a higher cost due to inflation and without the economy of scale of the larger current project. In addition, significant revisions to the construction drawings would be needed, adding engineering costs to the project.
 - b. There is work in distinct locations that could be completed a piece at a time if MFT funds are NOT used for the project. For example, the southbound free flow right turn lane, the eastbound right turn lane, and the widening work on the east leg could all be completed independently of each other. In addition, the existing Ireland Grove Road pavement is planned to be milled and overlaid as part of the project to take advantage of economy of scale with the Contractor. This resurfacing work could be postponed into the future, again at a higher cost, but will not be able to be eliminated indefinitely.

- c. Congestion ahead signs could be placed ahead of the intersection at relatively low cost. However, this will only help warn vehicles as they first encounter the queued vehicles. The likelihood of rear-end crashes between vehicles waiting at the intersection, angle or turning crashes in the intersection, or sideswipes by weaving vehicles will not be reduced. In addition, in locations such as this with a high number of daily commuters, the effectiveness of signage decreases over time as the warning signs people see every day begin to blend into the background, negating in the long-term any benefits that may be realized in the short-term.
 - d. Reducing the speed limit below the current 45 mph will likely not have an effect on slowing down drivers since drivers tend to drive at which speed they feel comfortable rather than the posted speed unless there is sufficient enforcement. Typical travel speeds are already greater than the current posted speed. If the speed limit were to be lowered further, safety would likely decrease as some drivers will drive slower, but others will remain at the same speed. This increase in the speed differential will increase weaving and unsafe maneuvers by the faster vehicles.
 - e. Staff has already implemented several lower-cost changes to the intersection to improve efficiency and safety.
 - i. On the east leg, a short left turn lane was added in the striped median area to store the occasional westbound left turn vehicle waiting to turn and prevent it from blocking through and right turning vehicles.
 - ii. The west leg was re-marked to provide a dual left turn lane. This allowed two streams of cars to turn left simultaneously, increasing the capacity of the intersection.
 - iii. Signal timings have been adjusted to optimize the overall efficiency of the intersection to the extent possible with the current substandard lane configuration.
10. *Include the minutes from the County Transportation Committee meeting.* These minutes are attached.
11. *Include a copy of the engineering report to outline what safety issues were examined to determine the need for this intersection.* A formal safety study document is not typically prepared for intersection improvements such as this. The crash history is reviewed, patterns are observed and the design of the intersection is completed to correct any deficiencies found. The primary driver and need for the project is to reduce the severe congestion and associated crashes, and therefore increase safety by providing a more efficiently operating intersection. The completed Intersection Design Studies (IDS) for the project are attached, both the initial 10-year Interim IDS from 2014, and the final 20-year IDS ultimately required by IDOT.

12. *Include annual crash data for other intersections with high levels within the City of Bloomington to make a comparison and to show where the greatest safety needs exist within the city. Show the crash data for the ten intersections with the highest crash rate and compare to the crash rate at this intersection.* This data is attached. The most recent 5 year period was reviewed (September, 2012 to September, 2017). When comparing strictly by crash rate (number of crashes per 1,000,000 entering vehicles), this intersection ranks 117th out of 1,314 total intersections with crashes, placing it in the top 10% (note that intersections without any crashes are not included in the total number). When ranked by total number of crashes, this intersection ranks 62nd out of 1,314 total intersections with crashes, placing it just inside the top 5%. It is worth noting when evaluating the crash data, that if intersections that are on State or Federal Routes or are 100% private are removed from the list (the intersections shaded yellow on the report), this intersection has the 10th most crashes of City intersections over the last 5 years.
13. *What are the additional ongoing maintenance costs of doubling the size of the intersection?* The pavement area within the limits of the project currently maintained by the City is approximately 9,800 SY. This area will likely need to be resurfaced within the next 5-10 years at a cost of \$295,000 in today's dollars if this project does not proceed. The additional widening would add approximately 4,900 SY of pavement that would need to be maintained, adding approximately \$150,000 of resurfacing for a total cost of \$450,000 in today's dollars. However, since the existing pavement will be resurfaced as part of this project, this \$450,000 resurfacing will likely not be needed for at least 15-20 years. Increases in other maintenance work due to the additional pavement (snow plowing, pavement marking and sign replacements, etc.) would not be significant.

Additional impacts to consider include the following:

1. One of the major drivers for this project is to reduce congestion at the intersection. Drivers currently wait up to 4.5 minutes to travel through the intersection, which is among, if not the, worst in the City. The large delays at the intersection result in significant time spent by drivers in a car with the engine idling, resulting in higher emissions of carbon monoxide, carbon dioxide and other gases and unnecessary wasting of fuel. In addition, the time of the drivers and passengers waiting to pass through the intersection prevents them from doing something more valuable with their time.
2. Due to the congestion and delay of vehicles traveling westbound in the morning hours, City residents are choosing to avoid this intersection by traveling north from Benjamin Elementary, Cornerstone Christian Academy and the Grove Subdivision on Township Roads 2100E and 1300N to access Towanda Barnes at 1300N/Oakland Avenue. These roads, which are maintained by the Township, are not constructed to structurally handle this additional traffic and will fail sooner and cost more to maintain. In addition, these roads are narrower, with steeper grades and reduced clear zones and sight distances, presenting a less safe travel condition for higher volumes of vehicles.

3. Currently, northbound vehicles in the morning peak hour are bypassing the intersection due to the congestion by traveling on a private road through the property southwest of the intersection and exiting to Ireland Grove Road via the east Pony Fields entrance. The proposed raised median on the west leg will restrict lefts turns from this entrance and should severely reduce if not eliminate public traffic on this private property.

3. STAFF RECOMMENDATION:

Staff recommends the Transportation Commission pass the following motion recommending:
That City Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully submitted,

Philip Allyn, PE, PTOE
City Traffic Engineer

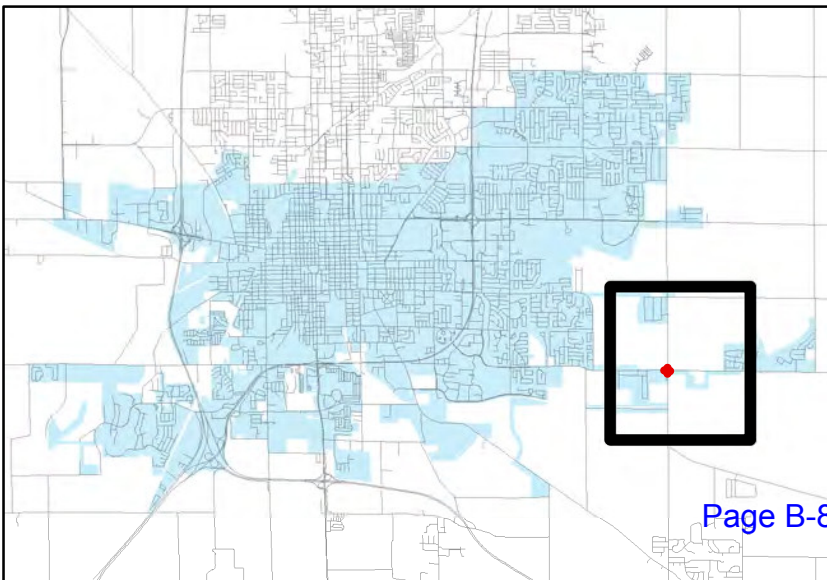
Towanda Barnes Rd @ Ireland Grove Rd



0 750 1,500

Feet

Date: 11/21/2017



CITY OF
BLOOMINGTON
COUNCIL MEETING
OCTOBER 23, 2017



**CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 E. OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, OCTOBER 23, 2017; 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Recognition of Achievement to Colleen Winterland for earning a Certification from the Illinois Public Service Institute; American Public Works Association – Illinois Chapter.
 - B. Appointment of Mark Muehleck to the Planning Commission.
 - C. Appointment of the following individuals to the Public Safety and Community Relations Board William Bennett, Robert Bosquez, Surena Fish, Janet Lancaster, Sally Rudolph, Arthur Taylor, and Jeffery Woodard.
- 6. Public Comment**
- 7. “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 is Item #8.

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

NOTE: Action may be taken by the City Council on the agenda’s action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

- M. Consideration of Suspending the Ordinance to Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 to allow moderate consumption of alcohol at Miller Park Pavilion for the wedding reception request of Jason Bader and Lydia Reitz on November 11, 2017. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on November 11, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- N. Consideration of Suspending the Ordinance to Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 to allow moderate consumption of alcohol at Davis Lodge for the wedding reception request of Jake Carls and Molly Davis on November 11, 2017. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on November 11, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- O. Consideration of Suspending the Ordinance to Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 to allow moderate consumption of alcohol at Davis Lodge for the wedding reception request of Jeremy Baker and Sara Bailey on November 18, 2017. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on November 18, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. “Regular Agenda”

- A. Consideration of a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road. *(Recommend the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 10 minutes.)*
- B. Consideration of an Ordinance providing for the City to petition to annex certain properties located in the City of Bloomington into the Bloomington Normal Water Reclamation District. *(Recommend an Ordinance providing for the City to petition the Bloomington Normal Water Reclamation District to annex the City owned properties Ewing Park I, Ewing Park II and the adjacent City bridle path and further providing and allowing for certain other properties located in said area to join said Annexation Petition and that the Mayor and City Clerk be*

NOTE: Action may be taken by the City Council on the agenda’s action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: October 23, 2017

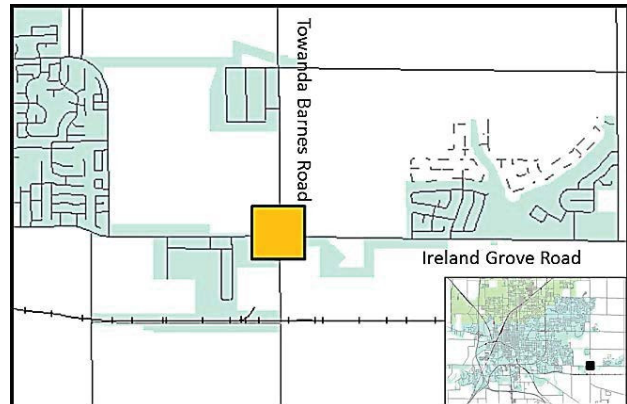
SUBJECT: Consideration of a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road.

RECOMMENDATION/MOTION: That the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services, 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: 1e. Partnering with others for the most cost-effective service delivery. 2a. Better quality roads and sidewalks

BACKGROUND: An interim design and study of Towanda-Barnes Road at Ireland Grove was completed in 2014 as a result of complaints about traffic backups, one incident involving a fatality, and one incident involving serious injury at this intersection. As the design and study of this intersection progressed, the Illinois Department of Transportation (IDOT) required greater improvements than were originally anticipated. IDOT approval is mandatory for this project, as it uses MFT funds, so the requirements set forth by IDOT were met. This additional scope has increased the design and construction costs of this project. More detailed information regarding the history of the project can be found in the attached September 26, 2016 Council Memo and the attached February 17, 2017 Memo from the County Engineer to the McLean County Board of Transportation.



On September 26, 2016 Council created a joint partnership to address the issue by entering into an Intergovernmental Agreement with McLean County for cost sharing. The cost sharing includes design and reconstruction of the intersection of Towanda Barnes Road at Ireland Grove Road. At that same time the Intergovernmental Agreement was adopted, a Resolution approving the expenditure of \$64,100 of Motor Fuel Tax (MFT) funds was adopted as well.

The estimated remaining expenditures for this project add up to \$900,000. This includes expenditures for monies owed to McLean County for the intersection design study, plans, and construction documents. The amount also includes future estimated costs for right-of-way, utility relocation, and construction. The City currently has \$700,000 in the FY 2018 MFT budget for this project. However, the construction of this project is slated to be completed in FY 2019. Sufficient funds exist in the MFT fund balance to cover the additional \$200,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County staff, multi-agency Transportation Technical Committee.

FINANCIAL IMPACT: The \$900,000 projection is an estimate for 50% of the cost of the intersection design study, plans, construction documents, right-of-way, utility relocation, and construction for this project.

Approximately \$70,000 of the original FY 2018 Budget of \$700,000 will be committed in FY 2018 out of the Motor Fuel Tax-Street Construction account (20300300-72530). The remainder of \$830,000 will be re-budgeted by the Public Works-Engineering Department and included in the FY 2019 Proposed Budget. Stakeholders can locate the \$700,000 budgeted for FY 2018 in the Budget Book titled “Adopted Other Funds Budget” on pages 10, 293, 296, 301 and 302.

McLean County is the lead agency and the City will reimburse the County for the City’s portion of the project.

COMMUNITY DEVELOPMENT IMPACT: *NA*

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *NA*

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, Civil Engineer II
Michael Hill, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- PW 2B RESOLUTION Towanda Barnes at Ireland Grove MFT Resolution 20170522
- PW 2C PREVIOUS COUNCIL MEMO Towanda Barnes at Ireland Grove MFT Resolution 20170522
- PW 2D MEMO FROM COUNTY Towanda Barnes at Ireland Grove MFT Resolution 20170522
- PW 2E IGA 09-26-2016 COW MC MFT



BE IT RESOLVED, by the Council of the
City of Bloomington Illinois
City, Town or Village
 that the following described street(s) be improved under the Illinois Highway Code:

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of Intersection Design Study, plans, construction documents,
right-of-way, utility relocation, and construction

 and shall be constructed wide
and be designated as Section 17-00362-00-PV

3. That work shall be done by Contract per Intergovernmental Agreement with McLean County ; and,
Specify Contract or Day Labor

Approved Department of Transportation Regional Engineer	I, <u>Cherry Lawson</u> Clerk in and for the City <u> </u> of <u>Bloomington</u> City, Town or Village County of <u>McLean</u>, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the <u>Council</u> Council or President and Board of Trustees at a meeting on <u>October 23, 2017</u> Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this <u> </u> day of <u> </u> (SEAL) <u> </u> City, Town, or Village Clerk
--	--

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adopting a Resolution approving Motor Fuel Tax for funding, and an Intergovernmental Agreement with McLean County for cost-sharing for the design, construction and maintenance of improvements to the intersection of Towanda Barnes Road and Ireland Grove Road.

RECOMMENDATION/MOTION: That the Resolution be adopted approving the Motor Fuel Tax for funding, approve the Intergovernmental Agreement with McLean County for cost-sharing, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services.
2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE:

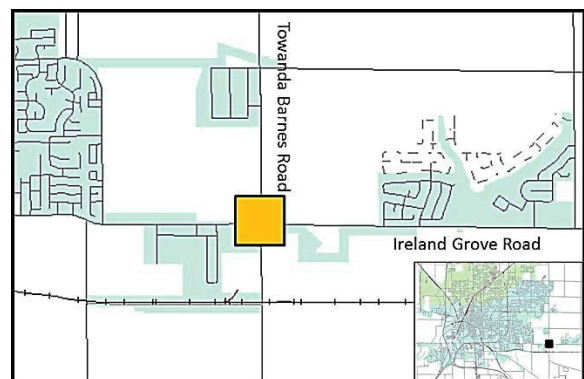
- 1e. Partnering with others for the most cost-effective service delivery.
- 2a. Better quality roads and sidewalks.

BACKGROUND:

Towanda Barnes Road and Ireland Grove Road are vital streets on Bloomington's east side. They serve businesses, neighborhoods, and schools within city limits and outside of it. The intersection of the streets straddles city and unincorporated territory. Towanda Barnes Road is a County highway; Ireland Grove Road is a City arterial street. In this instance, and others like it, intergovernmental cooperation and shared costs are vital to implement prudent traffic measures. County government is the controlling agency for this intersection, but its staff confers with City staff over proposed changes.

The intersection becomes congested and backs up during high traffic periods such as morning and evening peak times. The usefulness of a right turn lane on for southbound traffic on Towanda Barnes Road has seemed apparent for some time, and McLean County government oversaw a preliminary engineering study which confirmed this need and justification. This improvement to the intersection is scheduled to occur in the 2017-18 fiscal year.

However, more intersection improvements may be forthcoming. Staff of the two governments note that an already challenging intersection has become still-more congested at peak morning drive time for westbound traffic on Ireland Grove Road. The likely cause of recent increased



congestion is the change to school start times initiated this year at Benjamin Elementary School and other Unit 5 schools.

The proposed Intergovernmental Agreement between the City and County does the following:

- Formalizes plans to proceed with the right-turn lane and associated traffic signal upgrade for southbound Towanda-Barnes Road and obligates the City to pay half of costs for the engineering design, construction and traffic signal maintenance.
- Enables an updated intersection design study for the intersection. This could lead to a more extensive upgrade to the intersection in FY 2017-18
- Updates a 2002 agreement for cost sharing for construction, maintenance, and energy costs at this intersection and four others (Exhibit A). All will be 50-50 cost divisions. The intersections and the cost division are identical to the existing agreement. The update is routine.

After the intersection undergoes further study, the consultant will provide the County and the City with an estimated construction budget. As the extent of work has not been fully determined, there is no cost estimate for the construction of the improvements at this time. The City intends to use state Motor Fuel Tax for its share of the cost, and has budgeted \$400,000 in MFT money for the current fiscal year; \$400,000 will be more than sufficient to cover the City's share of design and right-of-way costs, but will not be not enough to cover the construction. Additional MFT funds will be proposed for the FY 2017-18 budget in order to see completion of the project.

The Intergovernmental Agreement is attached along with an MFT Resolution.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County staff, multi-agency Transportation Technical Committee.

FINANCIAL IMPACT: The MFT resolution appropriates \$64,100 for the City's share of the not to exceed \$128,200 engineering study and design contract. \$400,000 for this project is included in the Motor Fuel Tax-Street Construction & Improvement account (20300300-72530) for the work at this intersection. Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 10, 273, 279, 294 and 295. Additional funds will need to be budgeted in FY 2018 year for construction.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Engineering Technician

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- MFT Resolution
- IGA
- IGA Exhibit A

Motion: That the Resolution be adopted approving the Motor Fuel Tax for funding, approve the Intergovernmental Agreement with McLean County for cost-sharing, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN
FOR TRAFFIC SIGNAL UPGRADES AT
TOWANDA BARNES ROAD AND IRELAND GROVE ROAD**

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220\1 *et seq.*, permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions, and;

WHEREAS, the City of Bloomington, hereinafter called “City”, is a municipal corporation and the County of McLean, hereinafter called “County”, is a body corporate and politic, and;

WHEREAS, it is in the best interest of the public health, safety and welfare that traffic studies are performed at intersections of high volume, and;

WHEREAS, the County Highway Department has performed an Engineering Study at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, a Right Turn Lane is needed and Traffic Control Signal Upgrades are warranted at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, the City and County agree that the cost of construction and maintenance for the Traffic Control Signals at the intersection of Towanda Barnes Road and Ireland Grove Road should be shared based on the number of legs of the intersection for which each has jurisdiction, and, now:

THEREFORE, be it hereby mutually agreed as follows:

1. The County has had the necessary preliminary engineering performed.
2. The City and County agree to proceed with the construction of the right-turn lane and traffic control signal upgrades and the associated necessary work.
3. The construction shall be budgeted for the summer of 2017, and shall be performed after May 1, 2017.
4. The County shall be the lead agency, and has entered into an Engineering Agreement for a final Intersection Design Study (IDS), the Traffic Signal Design and Intersection & Turn Lane Design.
5. The County will take bids and enter into Contract with concurrence from the City, and supervise the construction of the project.

6. The City shall reimburse the County for Fifty percent (50%) of all costs associated with the project as work progresses, including all engineering, construction and right-of-way costs as incurred.
7. It is also hereby mutually agreed to amend "Exhibit A" of the Intergovernmental Agreement for Maintenance of Traffic Control Devices of September 2002, as hereby attached.
8. The City and County agree to pay their respective proportional shares of maintenance and energy costs to operate the signals identified in Exhibit A in the amounts specified and attributable to each entity in Exhibit A.

APPROVED:

ATTEST:

Mayor Tari Renner (date)
City of Bloomington

Cherry Lawson
City of Bloomington Clerk

Chairman John D. McIntyre (date)
McLean County Board

Kathy Michael
McLean County Clerk

THE LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION

THE LEVEL OF MAINTENANCE REFERS TO THE
TRAFFIC SIGNAL MAINTENANCE PROVISIONS IN EXHIBIT B.

EXHIBIT A
MASTER AGREEMENT TABLE
BLOOMINGTON

Loc No	Intersection	MAINTENANCE		ENERGY		Level
		County%	City%	County%	City%	
141	Towanda Barnes Road Ireland Grove Road	50	50	50	50	1
142	Towanda Barnes Road General Electric Road	50	50	50	50	1
143	Towanda Barnes Road Fort Jesse Road	50	50	50	50	1
144	Towanda Barnes Road Oakland Avenue	50	50	50	50	1
145	White Oak Road Dr Martin Luther King Jr Drive	50	50	50	50	1

Approved: September, 2002

Revised: September, 2016



BE IT RESOLVED, by the Council of the City of Bloomington Illinois
Council or President and Board of Trustees
City, Town or Village
 that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Ireland Grove Road		Towanda Barnes Road intersect	

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Intersection design study, plans, and construction documents.
- _____
- _____
- _____

_____ and shall be constructed _____ wide
 and be designated as Section 17-00362-00-PV

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of Sixty-four thousand one hundred dollars
_____ Dollars (\$64,100) for the
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract per Intergovernmental Agreement with McLean County ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____ Date _____ Department of Transportation Regional Engineer _____	I, <u>Cherry Lawson</u> Clerk in and for the <u>City</u> of <u>Bloomington</u> City, Town or Village <u>County</u> of <u>McLean</u>, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the <u>City Council</u> Council or President and Board of Trustees at a meeting on <u>September 26, 2016</u> Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this <u>_____</u> day of _____ (SEAL) _____ City, Town, or Village Clerk
--	--



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445 PHONE
(309) 662-8038 FAX

DATE: February 17, 2017

TO: Chairman Caisley and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

**Towanda-Barnes Road (CH 29) – Ireland Grove Intersection Improvements
Section 13-00168-02-FP**

Due to the development of new subdivisions along Towanda-Barnes Road over the last 15 years, there has been an increase in traffic at the intersection of Towanda-Barnes Road. The majority of the traffic is for State Farm going to Corporate South. After complaints of traffic being backed up on Towanda-Barnes Road in the morning and on Ireland Grove Road in the evening and after one fatality and one serious injury at this intersection, an interim intersection design study was completed in 2014.

Interim Intersection Design Study (2014)

- Interim Design study was for a 10 year projection
- Concluded that dual left turn lanes were needed for the eastbound traffic on Ireland Grove Road turning north on to Towanda-Barnes Road
- Study also determined a free flow right turn lane be added for the southbound leg of Towanda-Barnes Road turning right on to Ireland Grove Road
- After study was completed, City of Bloomington (with concurrence from the Highway Department) made modifications to signals, combined the right and through lanes and made two left hand turn lanes. (Southbound was not addressed)

Engineering Services Agreement (2016)

- Agreement entered with Farnsworth Group to design southbound right turn lane
- Part of scope was to look at updated traffic counts for each turning movement
- Results of updated traffic counts showed some turning movements exceeded the 10-year projected amounts in two years
- To accommodate the am/pm peak flows, which was contributed from Unit 5 changing the start time of Benjamin Elementary School, a right turn lane was needed for the westbound traffic from Ireland Grove Road to Towanda-Barnes.

- A right turn lane was also needed for the eastbound traffic from Ireland Grove to southbound Towanda-Barnes to accommodate the through traffic in the evening hours
- The addition of the turn lanes caused the 2014 Interim Intersection Design Study to be updated and approved by IDOT due to the use of Motor Fuel Tax (MFT) Funds
 - IDOT determined that a complete Intersection Design Study needed to be completed and approved which has 20 year projections

Engineering Related Factors

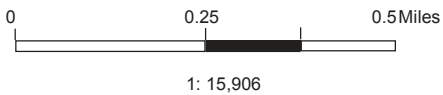
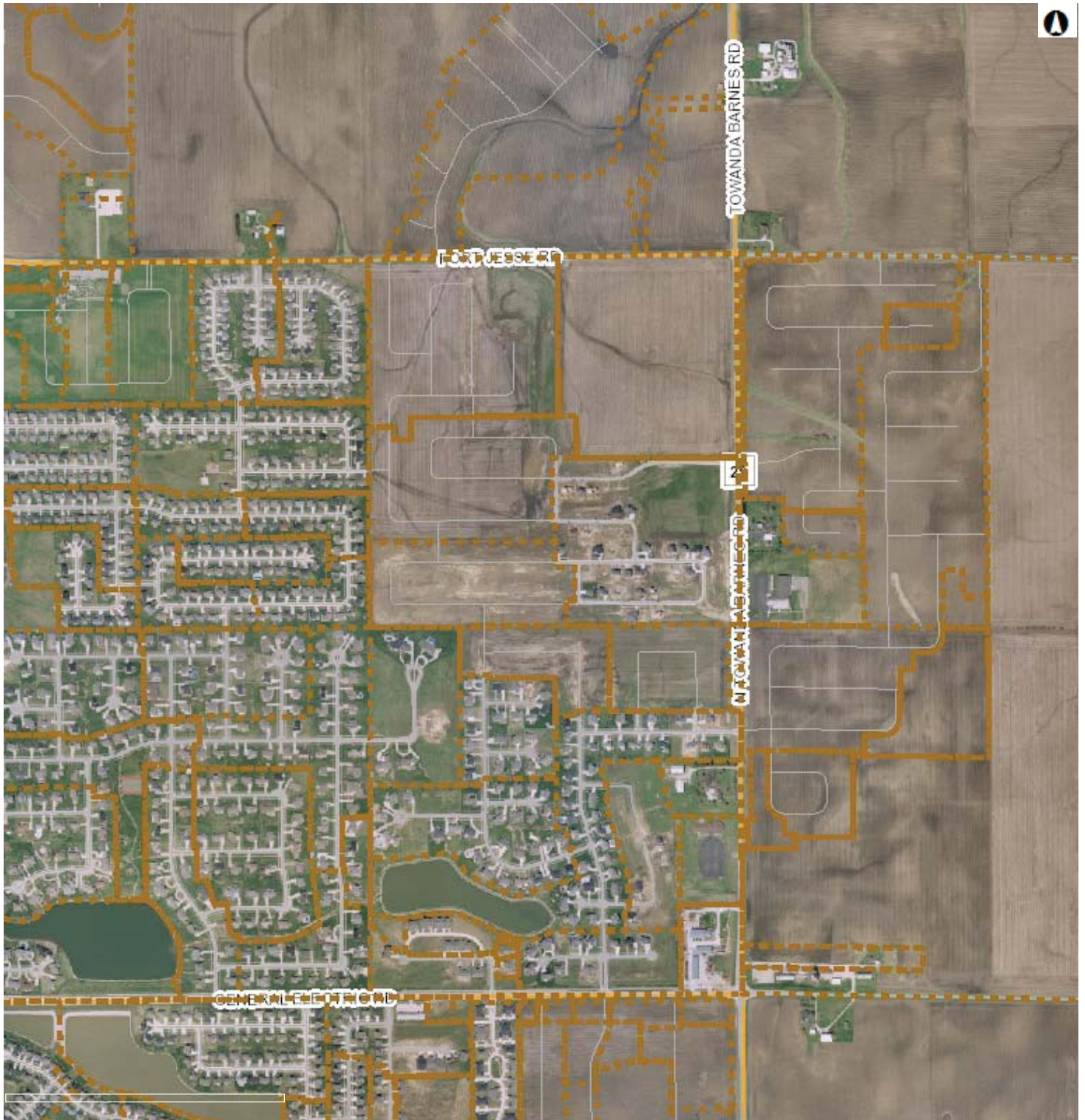
- Traffic has increased on Towanda-Barnes and Ireland Grove
- 33 accidents at this intersection since 2012 due to the increased traffic
- Cornerstone Christian Academy opened 2003, 417 current students with 100% drop-off
- Benjamin Elementary opened 2010, 560 current students
- Grove Subdivision
 - 66% of the subdivision still to be developed
 - Trip generation is increased for future growth based on full build out
- 2% growth on Towanda-Barnes Road, 1.5% growth on Ireland Grove
- The Design Hourly Volumes from the 1999 Intersection Design Study versus the current volume and 2037 volumes from the 2017 Intersection Design Study (See attached)
- See attached aerial maps for 2001 and 2014 for subdivision development along Towanda-Barnes Road

After discussions with the engineering staffs from McLean County and the City of Bloomington, it was determined to accommodate the additional traffic and plan for future traffic instead of having to come back and modify the intersection in 10 years hoping to save money.

Towanda-Barnes Road - Ireland Grove Road Design Hourly Volumes

		1999 IDS		2017 IDS		2017 IDS
		2019 Design Hourly Volume		Current Design Hourly Volume		2037 Design Hourly Volume
Towanda-Barnes Road	Southbound right turn lane	229 (213)		859 (435)		1,047 (530)
	Southbound thru lane	781 (937)		251 (525)		306 (640)
	Southbound left turn lane	31 (36)		154 (141)		231 (270)
Towanda-Barnes Road						
	Northbound right turn lane	60 (48)		(35) 35		(53) 75
	Northbound thru lane	968 (798)		538 (363)		656 (443)
	Northbound left turn lane	462 (345)		394 (172)		480 (209)
Ireland Grove Road	Westbound right turn lane	44 (30)		158 (137)		264 (255)
	Westbound thru lane	98 (49)		399 (132)		689 (240)
	Westbound left turn lane	36 (43)		20 (13)		39 (25)
Ireland Grove Road						
	Eastbound left turn lane	213 (49)		217 (733)		252 (850)
	Eastbound thru lane	49 (109)		179 (259)		262 (499)
	Eastbound right turn lane	347 (493)		79 (293)		92 (340)

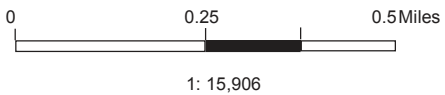
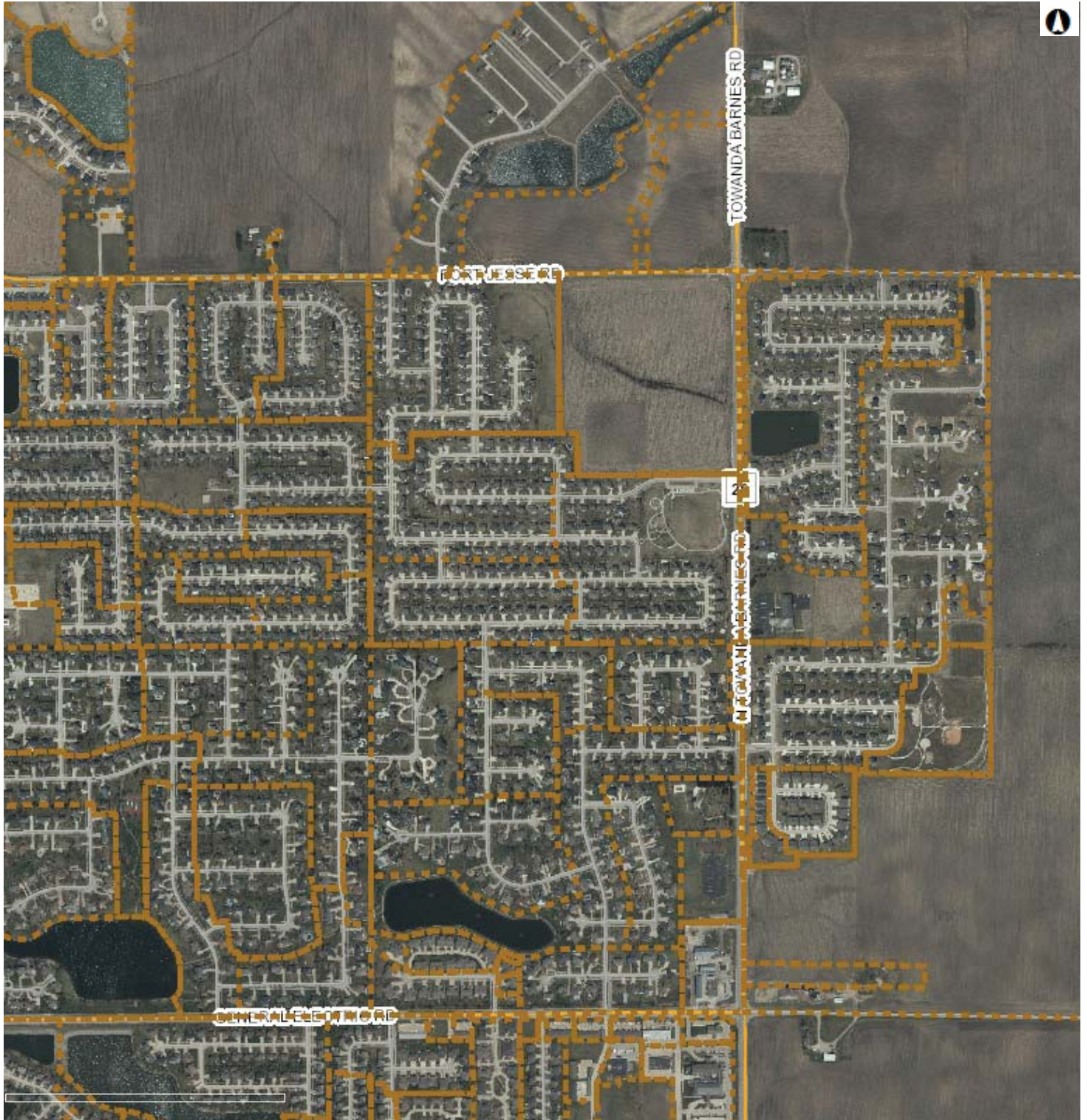
() = PM Numbers



By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Printed: 2/17/2017 11:37:27 AM

Notes



By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Printed: 2/17/2017 11:38:38 AM

Notes

COB

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN
FOR TRAFFIC SIGNAL UPGRADES AT
TOWANDA BARNES ROAD AND IRELAND GROVE ROAD**

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions, and;

WHEREAS, the City of Bloomington, hereinafter called "City", is a municipal corporation and the County of McLean, hereinafter called "County", is a body corporate and politic, and;

WHEREAS, it is in the best interest of the public health, safety and welfare that traffic studies are performed at intersections of high volume, and;

WHEREAS, the County Highway Department has performed an Engineering Study at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, a Right Turn Lane is needed and Traffic Control Signal Upgrades are warranted at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, the City and County agree that the cost of construction and maintenance for the Traffic Control Signals at the intersection of Towanda Barnes Road and Ireland Grove Road should be shared based on the number of legs of the intersection for which each has jurisdiction, and, now:

THEREFORE, be it hereby mutually agreed as follows:

1. The County has had the necessary preliminary engineering performed.
2. The City and County agree to proceed with the construction of the right-turn lane and traffic control signal upgrades and the associated necessary work.
3. The construction shall be budgeted for the summer of 2017, and shall be performed after May 1, 2017.
4. The County shall be the lead agency, and has entered into an Engineering Agreement for a final Intersection Design Study (IDS), the Traffic Signal Design and Intersection & Turn Lane Design.
5. The County will take bids and enter into Contract with concurrence from the City, and supervise the construction of the project.

6. The City shall reimburse the County for Fifty percent (50%) of all costs associated with the project as work progresses, including all engineering, construction and right-of-way costs as incurred.
7. It is also hereby mutually agreed to amend "Exhibit A" of the Intergovernmental Agreement for Maintenance of Traffic Control Devices of September 2002, as hereby attached.
8. The City and County agree to pay their respective proportional shares of maintenance and energy costs to operate the signals identified in Exhibit A in the amounts specified and attributable to each entity in Exhibit A.

APPROVED:

Tari Renner 9/30/16
Mayor Tari Renner (date)
City of Bloomington

John D. McIntyre 9-20-2016
Chairman John D. McIntyre (date)
McLean County Board

ATTEST:

Cherry Lawson
Cherry Lawson
City of Bloomington Clerk

Kathy Michael
Kathy Michael
McLean County Clerk

THE LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION

THE LEVEL OF MAINTENANCE REFERS TO THE
TRAFFIC SIGNAL MAINTENANCE PROVISIONS IN EXHIBIT B.

EXHIBIT A
MASTER AGREEMENT TABLE
BLOOMINGTON

Loc No	Intersection	MAINTENANCE		ENERGY		Level
		County%	City%	County%	City%	
141	Towanda Barnes Road Ireland Grove Road	50	50	50	50	1
142	Towanda Barnes Road General Electric Road	50	50	50	50	1
143	Towanda Barnes Road Fort Jesse Road	50	50	50	50	1
144	Towanda Barnes Road Oakland Avenue	50	50	50	50	1
145	White Oak Road Dr Martin Luther King Jr Drive	50	50	50	50	1

Approved: September, 2002

Revised: September, 2016

Intersection Improvements: Towanda Barnes Rd at Ireland Grove Rd

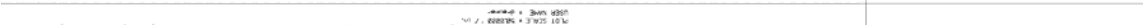
Jim Karch, PE CFM
Director of Public Works



Bloomington City Council Regular Meeting: October 23, 2017

Project Details

- Add left and right turn lanes to each part of the intersection of Towanda Barnes Road and Ireland Grove Road
- Widen intersection to allow more vehicles per stoplight cycle
 - No plans to widen Ireland Grove Road east of this intersection
- Design approved by IDOT
- Est. \$1.6 million for construction
- Costs split 50/50 with McLean County



Project Justification: 2004 to 2017 Traffic Data

Traffic Volume Increase from 2004 to 2017

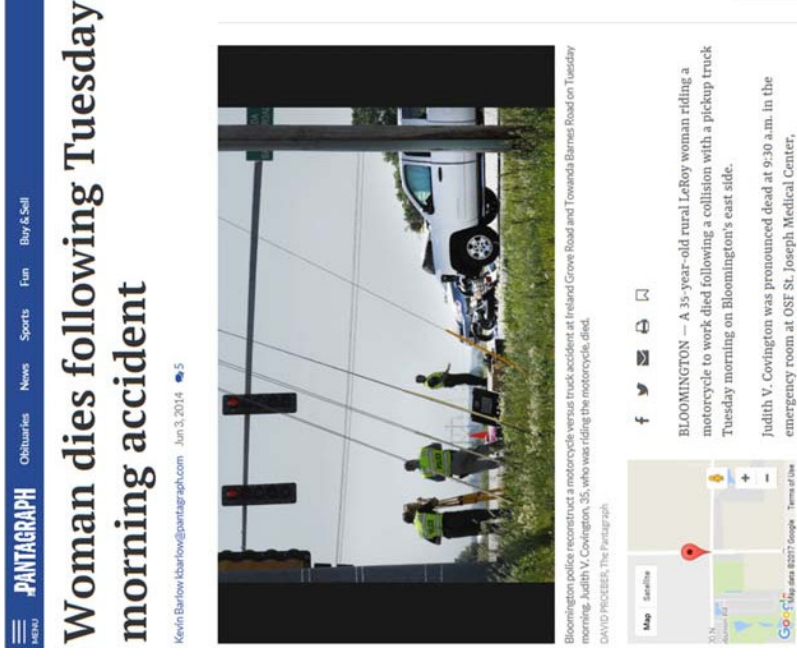
Towanda Barnes Rd	Year	ADT	Increase	% Increase
North Side of Intersection	2004	10,698	3,846	35.95%
	2017	14,544		
South Side of Intersection	2004	9,531	11	12.00%
	2017	9,542		

Ireland Grove Rd	Year	ADT	Increase	% Increase
West Side of Intersection	2004	7,000	5,073	72.47%
	2017	12,073		
East Side of Intersection	2004	1,855	3,077	165.88%
	2017	4,932		

Based on 2017 data, approximately 15 million vehicles use this intersection in one year.

Project Justification: 2012 to 2017 Crash Data

- Total number of crashes: 36
 - Rear-end crashes: 22
 - Angle /Turning crashes: 13
 - Fixed Object crashes: 1
 - Property Damage: \$54,000+
 - These numbers include 1 fatality from June 2014
- Majority of crashes on Towanda Barnes occurring during peak morning traffic
- Majority of crashes on Ireland Grove occur during peak evening traffic



Project Justification: 2012 to 2017 Crash Data

- Same amount of crashes as Towanda Barnes and Route 9
- Three times the amount of crashes when compared to other roads that intersect Towanda Barnes
 - Raab (11 crashes)
 - Fort Jesse (12 crashes)
 - GE (12 crashes)

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, October 23, 2017; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, October 23, 2017.

The Meeting was called to order by Mayor Renner.

The Meeting was opened by Pledging Allegiance to the Flag followed by a moment of silent prayer.

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Aldermen: Jamie Mathy, David Sage, Mboka Mwilambwe, Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt, and Mayor Tari Renner.

Staff Present: David Hales, City Manager, Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens; Corporation Counsel, Cherry Lawson, City Clerk; Patti-Lynn Silva, Finance Director; Brendan Heffner, Chief of Police; Brian Mohr, Fire Chief, Scott Sprouls, IS Director, Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; and other City staff were also present.

Recognition/Appointments

- A. Recognition of Achievement to Colleen Winterland for earning a Certification from the Illinois Public Service Institute; American Public Works Association – Illinois Chapter.
- B. Appointment of Mark Muehleck to the Planning Commission.
- C. Appointment of the following individuals to the Public Safety and Community Relations Board William Bennett, Robert Bosquez, Surena Fish, Janet Lancaster, Sally Rudolph, Arthur Taylor, and Jeffery Woodard.

Public Comment

Angela Scott	Leon Kaeb	Lee Eutsey
Doug Rutter	Aaron LeNeve	Scott Stimeling
Donna Bolen	Judy Stearns	

Mayor Renner wanted clarification on the changes that are coming forward under Chapter 29 pertaining to the bus locations downtown, and he had suggested that there were Bob's Blue Night was given some special attention.

Assistant Police Chief Ken Bays stated that was inaccurate and explained that he had spoken with the sergeant who is in charge of the detail to inquire about how Bob's Blue Night accesses the parking lot.

Motion by Alderman Black and seconded by Alderman Mwilambwe that an Ordinance be adopted to Codify a Taxicab/TNC Vehicle Stand and Amending Provisions of said Chapter Pertaining to On-Street Accessible Parking Locations and Streets with Truck Traffic Prohibited be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Painter, Mathy, Sage, Mwilambwe, Buragas, Schmidt, Black, Hauman and Bray.

Nays: None

Motion carried.

Regular Agenda

The following was presented:

Item 8A: Consideration of a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road. *(Recommend the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 10 minutes.)*

Mr. Karch stated this intersection has been brought to you in September of 2016. There were some preliminary discussions and an intergovernmental agreement that we talked about whenever we are trying to solve what is considered to be the worst crash rate intersection for McLean County.

Mayor Renner asked for clarification as we are not talking about the worst anywhere in the City of Bloomington, just outside of Bloomington and Normal in areas that are lightly populated.

Mr. Karch stated, this would not be within the City of Bloomington's top ten crash rate intersections, but for the County outside of the City of Bloomington, that is correct. When we first discussed this in 2016, that was before we had to comply with a lot of different Motor Fuel Tax intersection design City requirements and were hoping to be able to make this intersection a lot easier to be able to solve some of the traffic concerns that we were seeing.

Alderman Mwilambwe asked about the impact on the intersection of Ireland Grove and Stride Drive, and stated he had received a number of concerns about that.

Alderman Black stated one of the things he tries to do when prioritizing projects is to review the comments from the public feedback. He would rather see some of that \$700,000 that we have already budgeted and potentially up to \$900,000 and go towards multiple projects that we could do throughout our community that make a big impact and stated he would be voting no on this.

Alderman Schmidt state she had been receiving a lot of negative feedback on this and was inclined to make a motion to send this back to our own Transportation Commission.

Alderman Painter asked Mr. Karch to explain what the City could spend most fuel tax money and wanted to know if it could be used to repave our roads.

Mr. Karch responded, traditionally the City of Bloomington has utilized motor fuel tax for our larger infrastructure jobs, but there are a lot of things the City can use Motor Fuel Tax funds on and stated that it could be used to repave road in the City.

Alderman Mathy asked Mr. Karch if knew how many of the crashes were caused by people who were speeding on that road. Mr. Karch replied that he did not know.

Alderman Mathy wondered if this was an overreaction and if there were things we could do like flashing signs that say there is congestion ahead to try to get people to slow down and raise awareness of what we are doing because this is a lot of money to spend on the fringe of the community.

Alderman Bray stated that she felt when talking about public safety and our roads, this is infrastructure. This is the priority. If we need to do things to slow down the speed limit through there, then perhaps that is something we need to do. She added that she would be supportive of sending this back but at the same time, did not see this as some kind of a luxury non-need when again we have heard time and again from our citizens that they prioritize infrastructure and this is it.

Alderman Mwilambwe referenced Alderman Schmidt's proposal to send it back to the Transportation Committee and wanted to be sure in terms of timelines. He echoed what Alderman Bray said in terms of infrastructure and safety because looking at the crash data, we have had one fatality. If this happened to be a school bus, we would have a different conversation. It would include a lot more people so that is something we need to keep in mind, as well.

Jim Karch answered there was a joint intergovernmental meeting today where staff had an opportunity to speak with Chairman McIntyre and the Mayor. They were supportive of allowing some additional vetting of this. From a project perspective, we have discussed with the county engineer, we are still able to, and it is not definitive if it is not tonight.

Alderman Black questioned the motion that has been made. If this were to pass and it gets sent back to the Transportation Commission, what would their charter be to review and make a recommendation on what is presented or to come with alternatives to what has been presented? What does that do to the County's timeline? I do not want to vote on something without thinking about our governmental partners.

Mr. Karch stated, staff would add the item to the next agenda. It would be added to the November Transportation Commission agenda for discussion, and we would ask for them to take some action on it so we can bring that back to the Council for some additional discussion in the next 30, 60 to 90 days.

Mr. Hales stated, it would be helpful for the Transportation Commission to receive a copy of the engineering report that was done and for them look at other City of Bloomington intersections and show the comparative crash data on an annual basis.

Alderman Black recommended including the Transportation Commission bids from the County that were provided.

Alderman Mathy commented that he would like to see some information on what the additional ongoing maintenance costs of doubling the size of the intersection would be.

Motion by Alderman Schmidt seconded by Alderman Mathy to send this item to the City of Bloomington Transportation Commission to review the engineering report and understand the safety issues regarding Towanda Barnes and Ireland Grove Roads intersections, review the City of Bloomington interactions and compare the five year crash data as well as cost factors for ongoing maintenance of these roads.

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

Ayes: Aldermen Painter, Mathy, Sage, Mwilambwe, Schmidt, Black, Hauman and Bray.

Nays: None

Recuse: Alderman Amelia Buragas

Motion carried.

The following was presented:

Item 8B: Consideration of an Ordinance providing for the City to petition to annex certain properties located in the City of Bloomington into the Bloomington Normal Water Reclamation District. *(Recommend an Ordinance providing for the City to petition the Bloomington Normal Water Reclamation District to annex the City owned properties Ewing Park I, Ewing Park II and the adjacent City bridle path and further providing and allowing for certain other properties located in said area to join said Annexation Petition and that the Mayor and City Clerk be authorized to execute the necessary documents. (Presentation George Boyle, Assistant Corporation Counsel 5 minutes, Council discussion 10 minutes.)*

ORDINANCE NO. 2017- 95

AN ORDINANCE AUTHORIZING AN ANNEXATION PETITION FOR CERTAIN PROPERTIES LOCATED IN THE CITY OF BLOOMINGTON INTO THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT

Minutes of the Transportation Committee

The Transportation Committee of the McLean County Board met on Tuesday, October 3, 2017 at 8:00 a.m. in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois.

Members Present: Chairman Caisley, Members Metsker, Robustelli, Martin, Cavallini and Barnett

Members Absent:

Other Members Present:

Staff Members Present: Mr. Bill Wasson, County Administrator, Mr. Don Knapp, First Assistant State's Attorney Civil, Mr. Eric Schmitt, Administrative Services Ms. Diana Hospelhorn, Recording Secretary

Department Heads Present: Mr. Jerry Stokes, County Engineer, Mr. Luke Hohulin, Assistant County Engineer

Others Present:

Chairman Caisley called the meeting to order at 8:02 a.m. He stated that the first item for action is approval of the minutes from the August 15, 2017 Stand Up Transportation Committee Meeting and the September 5, 2017 Transportation Committee Meeting.

Motion by Cavallini/Martin to recommend approval of the minutes from the August 15, 2017 Stand Up and September 5, 2017 Transportation Committee Meeting.
Motion carried with Member Barnett abstaining.

Chairman Caisley asked the Committee to review the bills for September 30, 2017. The prepaid total is \$1,403,510.70.

MCLEAN COUNTY BOARD COMMITTEE REPORT

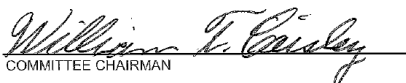
PAGE 1 OF 6

AS OF 9/30/2017

EXPENDITURE SUMMARY BY FUND

Transportation Committee

FUND	FUND TITLE	PENDING TOTAL	PREPAID TOTAL	FUND TOTAL
0120	HIGHWAY		\$314,569.18	\$314,569.18
0121	BRIDGE MATCHING FUND		\$688,324.21	\$688,324.21
0123	MOTOR FUEL TAX		\$400,188.85	\$400,188.85
0501	TOWNSHIP MOTOR FUEL TAX		\$428.46	\$428.46
			\$1,403,510.70	\$1,403,510.70


COMMITTEE CHAIRMAN

Motion by Robustelli/Martin to recommend payment of the
September 30, 2017 bills as submitted by the County
Motion carried.

Chairman Caisley presented items for information – Towanda Barnes Road / Ireland Grove Road Intersection Presentation.

Mr. Stokes gave a presentation on the Towanda Barnes / Ireland Grove Road Intersection. He thanked Administration and Mr. Luke Hohulin for their assistance in preparing this presentation. Mr. Stokes gave an overall history of the growth north of Route 9 from 2001 – 2014 pointing out the subdivision development of 3,400 new residences. He advised that with this traffic, combined with the additional commuter traffic, we began to see congestion and accidents turning right from Towanda Barnes to Ireland Grove Road. An Interim IDS approved by IDOT used 10-year projections and called for a free flow southbound right turn lane with the addition of double left turn lanes for the p.m. traffic going eastbound on Ireland Grove Road. The design project was done in 2014. Signal timings were adjusted and the double left turn lanes were marked but this did not address the southbound Towanda Barnes traffic.

Mr. Stokes went over traffic volume increases from 2004-2017:

Towanda Barnes

- North side of intersection 35.95%
- South side of intersection 0.12%

Ireland Grove Road

- West side of intersection 72.47%
- East side of intersection 165.88%

Mr. Stokes continued with the Accident Data from 2012-2017 noting that the majority of accidents on Towanda Barnes are during the a.m. peak hours and the p.m. peak hours on Ireland Grove Road. There were 36 accidents between 2012-2017 including one fatality. He compared these totals with other major intersections pointing out that the total is three times that of the intersections at Raab Road, Fort Jesse Road and GE Road.

Mr. Stokes stated that Cornerstone Christian Academy, Benjamin Elementary and Evans Junior High School have all contributed to the increase in traffic. He stated that in 2013 Unit 5 Schools did redistricting and in 2016 changed scheduling.

Ms. Metsker asked if the County has any input in regards to the redistricting of Unit 5 schools. She believes that as a stakeholder, traffic patterns should be discussed before redistricting is done. We need to be a part of these conversations. Mr. Stokes responded that there were no conversations with Unit 5 when the redistricting was done. Moving forward the Department will reach out to be included.

Mr. Barnett agreed. The County should be a part of the redistricting conversations. He referenced the problems the Town of Normal experienced when Normal Community High School was built. He suggested that the County Board members also reach out to the members of the School Board.

Mr. Wasson added that the infrastructure costs the Town of Normal incurred were substantial, however the \$7,000,000 road improvement costs that the County incurred to upgrade Towanda Barnes from Fort Jesse to Raab Road was also significant. Neither the Town of Normal nor the County were involved in those conversations. Schools do not currently require any type of special use process to site in those locations.

Ms. Metsker reiterated that she believes that the County should reach out and make the school districts aware of the costs incurred by the County.

Mr. Wasson stated the County does participate and have conversations with school districts when they are given the opportunity. We do not have the authority to bring them to the table each and every time. The system can be improved.

Mr. Robustelli noted that these schools are ultimately being built under the Town of Normal or the City of Bloomington Zoning rules and regulations. He suggested that if their zoning allows for a school in that location, it would at best be a courtesy by the municipality to check with the County for an impact analysis of the County highway system.

Mr. Stokes stated that in 2016 Unit 5 changed their school starting times. This created additional traffic volumes to design hourly volume on the east bound and west bound lanes. The Ireland Grove east leg traffic design hourly volume more than doubled from 2014 – 2017. He advised that the IDOT Design Manual states that “The use of right-turn lanes at intersections can significantly improve operations at any signalized intersections where the right-turning volume is greater than 150 vph...” The intersections peak hour turning movements increased significantly higher than 150 vph when the school starting time changed. With the increased traffic volumes, IDOT was contacted and revisions were needed on the intersection design study. IDOT advised that with these traffic counts, we would have to do a full intersection design study using MFT funding. He stated that the new IDS still required dual left turns and the free flow right but now called for additional right turn lanes on the east bound and west bound Ireland Grove Roads. This required a complete redesign of the intersection.

Mr. Stokes advised that another safety issue is the northbound Towanda Barnes left turning traffic is cutting through the public access road by the Pony Ball Fields. This creates a safety issue when they cross three lanes of traffic at peak times of the day to get on to westbound Ireland Grove Road. He presented a pictorial of the situation.

Ms. Metsker stated that with the possible danger, have we had discussions with the City of Bloomington to block the road to eliminate the situation. Mr. Wasson responded that

this is a commercial subdivision, platted with design and approval of the City of Bloomington. A closure may cause ramifications relative to the owners of the property. Mr. Stokes added that the road is used by the Pony Fields. He advised that the proposed design does include a concrete barrier island on Ireland Grove Road. This will prohibit traffic from turning left onto Ireland Grove Road from the eastern most entrance.

Mr. Schmitt advised that conversations have taken place with the City of Bloomington staff. This intersection is not on their top ten list of intersections, which considers the number of accidents per number of cars using the intersection. This is not a high percentage because of the volume of traffic. He stated that when traffic control signals are placed at an intersection in an urban area, this automatically increases the number of rear-end collisions. These 22 accidents of the 36 accidents are low severity. The remaining 14 are higher severity. We currently have had one fatality. What we have here vs what the City has is here the speed limits are 45 mph with traffic moving at 55 mph -60 mph, increasing the severity. Most City intersections are 30 mph on all four legs.

Mr. Robustelli stated that in the last five years, 75,000,000 people have crossed through this intersection with 36 reported accidents with the majority being rear-end crashes. Mr. Robustelli asked if it is reasonable to have an expectation that we will see 1-3% increased traffic and that these numbers are just what we can expect from high volume intersections. Mr. Schmitt responded that these high volumes of traffic are higher than at Towanda Barnes Fort Jesse Road, GE Road and Raab Road. What makes this more of a problem is the Daily High Volume - DHV. Traffic spread throughout the day creates less conflict. When Unit 5 changed their starting times, the percentage of traffic drastically changed, putting all the traffic going to State Farm, Cornerstone, and Unit 5 Schools there at the same time. This is similar to the problem experienced at Towanda Barnes and Raab Road.

Mr. Hohulin added that when traffic counts were done he looked at the 85th percentile, the speed 85% of traffic is traveling. He noted that the 85th percentile speed on the southbound leg was 57 mph. The maximum speed was 67 mph. The 85th percentile speed on the northbound leg was 55 mph with the maximum being 69 mph. These speeds increase the severity of potential accidents. Getting traffic through the intersections safer and more efficiently is the purpose of the project.

Ideas to help reduce speed were discussed.

Mr. Stokes went through potential alternatives:

- Modify school start times – Cornerstone and Unit 5 were contacted. They are both in support of this project; however changing start times is unrealistic.
- Shorten turn lane storage/lengths.
- Change southbound thru/right lane to right turn lane only.
- Build southbound right turn lane using local funds.

Mr. Stokes stated that it is his recommendation that improvements are needed to the intersection of Towanda Barnes Road and Ireland Grove Road. He summarized these improvements:

- A free-flow right turn lane for the southbound traffic on Towanda Barnes.
- Additional right turn lanes on Ireland Grove Road for the approaches to Towanda Barnes Road.
- Other geometric, drainage and signal improvements.

Mr. Stokes presented two potential intersection improvement costs:

1. Build full intersection improvement – IDOT approved design - \$1.6Million MFT funds – 50/50 split with the City of Bloomington.
2. Mill and repave only Towanda Barnes using \$250,000 local funds. This does not address any safety issues or traffic congestion - 6% increase to another project using MFT funds.

He advised that it is the recommendation the McLean County Highway Department to proceed with Option 1 and improve the intersection of Towanda Barnes Road and Ireland Grove Road according to the Intersection Design Study (IDS) approved by IDOT on April 18, 2017 showing the analysis and configuration of the needed improvements. The IDS shows that the current intersection is over capacity and improvements are necessary to accommodate the existing traffic.

Mr. Stokes stated that Towanda Barnes continues to be a major thoroughfare for commuters from rural McLean County, the City of Bloomington and Town of Normal traveling to major employers and schools located in the area. These improvements are needed to reduce the number and severity of future accidents. This intersection has the highest number of accidents on the County Highway system. The proposed improvements will also relieve the congestion and delays that frequently occur at this intersection

Ms. Metsker asked where the City of Bloomington stands on this project. Mr. Stokes responded that City staff would recommend approval of the project to their Council after action is taken at the County. The County is the lead agency on the project.

Mr. Robustelli stated that after our earlier discussion, the Mayor of Bloomington said there was a communication breakdown. We need some indication that this is still supported. This piece of the puzzle is very important in the decision making process.

Mr. Robustelli referred to Option 2. There are two safety issues that regardless of the outcome that can be addressed:

1. People are driving too fast on Towanda Barnes. Engage the Sheriff and Bloomington Police.
2. Place a no left turn sign on Towanda Barnes to eliminate the pass through problem.

He believes that these safety issues can be addressed now, whether we move forward with the project or not.

Mr. Stokes stated that the Department needs to move forward for approval of the funding to purchase right-of-way and relocate utilities if needed.

Ms. Metsker still questions the City of Bloomington's willingness to move forward on the project.

Mr. Cavallini questioned who should lead in the approval process. He suggested that we have a joint meeting with the City of Bloomington.

Mr. Barnett stated that attending the open house it was clear the City of Bloomington staff is enthusiastically in favor of the project. He also questions the City of Bloomington's elected official's willingness to move forward with this project. He noted that Bloomington's Comprehensive Plan shows a push within the City to focus on regeneration of the core rather than focus on the outer ring of the community. Mr. Barnett would like to postpone Committee action until the City of Bloomington takes action.

Mr. Wasson clarified that, although we are not taking action on the project today, the project is included in the Capital Budget.

Chairman Caisley is in favor of the County moving forward with the project for the safety of the community. We are unable to fund the project without the support from the City of Bloomington.

Mr. Johnson questioned where the project would be if the County passes it and the City of Bloomington does not. Mr. Stokes responded that the project would not move forward without approval from both entities.

Mr. Johnson stated that our approval is showing our commitment to public safety. It is not forcing the City of Bloomington's support.

Ms. Metsker disagreed. She believes that the City of Bloomington would feel the County is forcing the project. Before we make a decision, we have to know where the elected officials stand on the project.

Mr. Johnson asked when the last meeting with the City of Bloomington staff was and what the outcome was. Mr. Stokes responded that they met with the City of Bloomington a week and a half ago to discuss the timing on getting the funding approved. The City will present the proposal to the Council once the County has approval.

Mr. Wasson stated that Administration has had conversations with the Interim Mayor, the City of Bloomington Manager and the Deputy City Manager on this subject. We

recognize that our partner in this project may have different priorities at this time than we do. He advised that the feedback received from City staff and some council members is that they are not sure if they would be able to support the project. No one expressed that the County would be blamed or that there was any negative connotation to the County for doing the work they have done with respect to the intersection.

Mr. Wasson advised that we do need to recognize that as partners in this project, that we may have different priorities at any given time. This does not preclude us from continuing forward with the project or continue communications with the City of Bloomington staff or elected officials.

Ms. Metsker stated that no action is necessary today other than approval of the FY 2018 Recommended Budget.

Mr. Robustelli suggested that Chairman Caisley have a conversation with the Mayor and report back to the Committee.

Mr. Martin stated that he believes we should take a stand and go forward with the project. The signage and enforcement would be advantageous to be done now.

Mr. Stokes stated that the next step would be to present in November Resolutions appropriating funds for MFT and Matching expenditures. At the following Council meeting the City of Bloomington would do the same.

Chairman McIntyre suggested that due to the safety issue, asking for Public support from Unit 5 and State Farm. He stated that the issue is not only speed; it is also time of day and urgency. If the project is not done, the safety problem is still there. We need a solution.

Mr. Robustelli asked if we could get a letter of support from the City of Bloomington Mayor's office. He suggested everything be presented at the November Committee meeting.

Mr. Donald Knapp, First Assistant State's Attorney, Civil stated that it seems to be the will of the Committee to approve the Capital Budget as presented. In November one of two things will be done:

1. Find there is no support from the City of Bloomington and amend the budget to include \$250,000 for option #2.
2. Present the necessary Resolutions to the Committee in November.

Chairman Caisley continued with the Project Summaries.

Mr. Stokes stated that the Trent Bridge on CH 29 was opened to the public on September 27, 2017. All major work is completed. Final paper work is being done.

Mr. Stokes presented the final construction cost of the Towanda Barnes Road resurfacing project reporting the project came in \$100,000 under the original bid.

Mr. Stokes advised that the Roselands Bridge located on CH 8 is open. The Department is finishing the final paperwork. The bridge opened on September 5th.

Mr. Stokes reported that the major construction is complete on the Lexington Resurfacing project.

Chairman Caisley continued with the only item for action, the FY 2018 Budget and 5 Year Plan Review.

Mr. Stokes reported that the Highway Department operates primarily from four different tax funds. Three of these are property tax based:

1. 0120 Highway Fund - Primary operating fund used for the day to day operations of the Department.
2. 0121 Bridge Fund - Used for the construction and maintenance of County and Township bridges and culverts.
3. 0122 Matching Tax Fund - Used to match Motor Fuel Tax, Federal and State funds and can only be used for engineering, construction and right-of-way acquisition on construction projects.

The fourth fund, 0123 MFT Fund is derived from the State Motor Fuel Tax. MFT Funds are used for construction and maintenance of our County Highway System. This fund has more regulation regarding its use than the other three funds.

Mr. Stokes presented the FY 2018 Recommended Budget. He stated that the first fund to be addressed is the Highway Fund - 0120. The Highway Fund is the Highway Department's General Operating Fund used for some construction, some salaries, equipment purchases, and daily operations. He added that 75% of the revenue for this fund comes from General Property Tax. The remaining revenue is received from:

- Commodities sold to Townships and Municipalities
- Engineering services provided for Townships
- Equipment Rental reimbursement from Motor Fuel Tax
- Permits and Road Use Agreement fees
- Fund Balance

He presented highlights of the FY 2018 Recommended Budget.

REVENUE:

401.0001 General Property Taxes: This line item account went up \$34,000 in the FY 2018 Recommended Budget from \$2,865,636 FY 2017 to \$2,899,958 FY 2018.

EXPENDITURES:

Personnel: 500 Line Items:

Four employees qualify for the Volunteer Retirement Program. Mr. Wasson noted that Administration currently has no signed contracts.

Materials and Supplies

6008.0001 Gasoline/Oil/Diesel Fuel: has decreased 12% from \$300,000 FY 2017 to \$265,000 FY 2018. The decrease reflects lower fuel prices.

621.0001 Non Major Equipment: increased \$5,000, which was moved from Office Equipment.

Contractual Services: have increased due to increases in Capital Improvements, the increase in computer drafting program and includes the tractor lease and durapatch rental.

Capital Assets

Mr. Stokes stated that there are no Capital Improvement projects. Improvements will be more maintenance to County Highways.

Mr. Stokes referred to the handout reflecting the under \$10,000 items to be replaced or added in FY 2018:

	Price Each	Net Budget Cost
➤ 3 New Snow Plows	\$7,500	\$21,000
➤ 3 New Salt Spreaders	\$3,000	\$9,000
➤ Traffic Counters -4	\$1,500	\$6,000
Sub Total		\$38,000

Mr. Stokes continued with the over \$10,000 items:

	Price	Trade in	Net Trade in
Tandem Dump Truck			
Cab and Chassis	\$103,000	\$30,000	\$73,000
New dump body, hoist and hydrlics	\$56,000		\$56,000
Hydraulic Wing Plow	\$13,000		\$13,000
Net Budget	\$172,000		\$142,000
Tandem Dump Truck	\$103,000	\$27,000	\$76,000
New dump body, hoist and hydrlics	\$56,000		\$56,000
Hydraulic Wing Plow	\$13,000		\$13,000
Net Budget	\$172,000		\$145,000

Tandem Dump Truck	\$103,000	\$25,000	\$78,000
New dump body, hoist and hydrlics	\$56,000		\$56,000
Hydraulic Wing Plow	\$13,000		\$13,000
Net Budget	\$172,000		\$147,000
Truck 102	\$27,000	\$4,000	\$23,000
Net Budget			\$23,000
Backhoe w/ hammer	\$145,000	\$65,000	\$80,000
\$45,000 guaranteed buy back			
Net Budget			\$80,000
Backhoe Trailer	\$27,500	\$5,000	\$22,500
Net Budget			\$22,500
Truck 151	\$28,000	\$3,000	\$25,000
Sub Total			\$584,500

Mr. Stokes continued with the Bridge Fund 0121, which is used to fund:

- County Bridges,
- County Culverts,
- 10% of Township Bridges
- 50% of Township Joint Culvert Projects.

He advised that 59% of the revenue for the Bridge Fund comes from property tax.

REVENUE:

General Property Tax increased\$39,000 from \$1,533,175 in FY 2017 to \$1,571,777 in FY 2018. The tax rate is \$0.0472 for the FY 2018 Recommended Budget.

Construction/Maintenance: This line item was budgeted at \$490,000 in the FY 2017 Adopted Budget and is budgeted at \$700,000 in the FY 2018 Recommended Budget. This line item increase represents the increase in reimbursement for joint projects that we will receive from joint culverts and bridges with the townships. The Department is doing a County line project with Tazewell County in 2018. The cost split is 60% McLean County and 40% Tazewell County.

EXPENDITURES:

Contractual Services – Engineering Services for design projects for 2019 construction.

Capital Assets - Construction Roads/Bridges/Culverts – is additional work planned for 2018.

Mr. Stokes continued with the County Matching Tax Fund 0122. He stated that the Matching Tax Fund is used to fund the County's matching portion of Federal, State and Motor Fuel Tax projects. Revenue for this fund comes from the General Property Tax. Mr. Stokes stated that the statute requires that Matching Tax fund can only be used for:

- Construction Expenses
- Engineering Expenses
- Purchase of Right-of-way.

REVENUE:

401.0001 General Property Taxes: This revenue increased \$17,000 from \$1,432,818 in FY 2017 Adopted Budget to \$1,450,000 in FY 2018 Recommended Budget with a tax rate of \$0.0375 per \$100.00 EA the maximum rate.

EXPENDITURES:

Line Item 0810.0001 Construction of County Roads/Bridges and Culverts for FY 2018 is \$1,768,698.

Mr. Stokes stated that 98% of Matching Fund expenses go to construction of roads

Mr. Stokes continued with Motor Fuel Tax Fund 0123. He stated that the Motor Fuel Tax fund is used to fund the Maintenance, Engineering, and Construction of the County Highway System.

Fund: Motor Fuel Tax 0123

Motor Fuel Tax Fund is used on County Highways for

- Maintenance
- Engineering
- Construction

REVENUE:

Revenue comes from our monthly allotments and the County Consolidated Program set up with IDOT. The amount budgeted for our FY 2017 monthly allotments was \$190,000 per month. We are currently averaging \$194,000. FY 2018 Recommended Budget is \$192,000. Per month.

Mr. Stokes advised that the County received \$381,388 from the Consolidated Program in 2017. In FY 2018 this will be cut in half due to the State Budget. The State is taking \$300,000,000 from IDOT to pay series D bonds from Illinois Jobs Now Bill and a portion of the transit activities in the Chicago area. The County will receive approximately \$190,000.

Mr. Robustelli asked how this would affect County Highways in 2018. Mr. Stokes responded that we would need to lower our projected projects. The County does have a balance in the MFT Fund.

EXPENDITURES:

Line item 716.0001 Maintenance Roads/Drainage Structures: This line item decreased from \$1,309,665 in FY 2017 to \$1,282,935 in FY 2018.

Line Item 810.0001, Construction of Roads/Bridges and Culverts: increased from \$1,378,258 in FY 2017 to \$1,950,000 In FY 2018.due to the construction work planned for 2018.

Mr. Stokes noted that 76% of MFT Funds expenses go to maintenance and construction of County Highways.

Chairman Caisley thanked Mr. Stokes for a clear and concise presentation of the FY 2018 Recommended Budget.

Mr. Stokes continued with the 2018 Five Year Plan. He referred to the map distributed showing the projects planned in the next five years and the list of Unfunded Projects. He stated that this year the Department implemented another rating system called the PASER Rating. This system provides guidelines for road cracking. PASER gives the Department more guidelines.

Mr. Wasson added that this is an advancement for the Department to utilize tools such as the PASER system. The Highway Department continues to be progressive.

Mr. Wasson noted that due to the information received from the State, the following amendment needs to be made to Fund 0123 Motor Fuel Tax:

Revenue:

0404.0020 County Motor Fuel Tax: decrease revenue by \$180,000 from \$2,663,428 to \$2,483,428.

0400.000 Unappropriated Fund Balance: increase by \$180,000 from \$714,850 to \$894,850.

Ms. Metsker asked how long can we sustain taking funds from the Unappropriated Fund Balance. Mr. Wasson responded that unlike some fund balances, we build fund balance for capital projects in this fund. We will continue to expand our list of Unfunded Projects. We continue to support efforts to increase Motor Fuel Tax allotments.

Mr. Robustelli noted that his vote in support of this FY 2018 Recommended Budget is not necessarily a vote in support of every project on the list. He is still collecting more information as to the Towanda Barnes/ Ireland Grove Road project.

Motion by Metsker/Cavallini to recommend approval of the FY 2018 Budget as Amended and 2018 5 Year Plan Review.
Motion carried.

Chairman stated that the next meeting of the Transportation Committee will be held on Tuesday, November 7, 2017, Room 400.

Chairman asked if there was any other business to come before the Committee. Hearing none, he adjourned the Transportation Committee meeting at 10:13 a.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Diana Hospelhorn". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

Diana Hospelhorn
Recording Secretary

Police Report Number	Date	Day	Time	Type	Distance	Dir	Pri Prop	Injuries			Travel Direction	Action		Surface Condition	Lighting Condition			
								A	B	C		Unit 1	Unit 2					
18 Intersection	0 1) Pedestrian	0 9) Parked Vehicle						0	N	0	1	0	N	E	TURNING LEFT	STRAIGHT AHEAD	DRY	1
15 Midblock	0 2) Pedalcyclist	9 10) Turning						0	N	0	0	0	W	W	OTHER	SLOW/STOP - RIGHT TURN	DRY	5
2 Private Property	0 3) Train	19 11) Rear End						300	W	N	0	2	0	W	W	STRAIGHT AHEAD	DRY	1
35 Total	0 4) Animal	1 12) Side Swipe Same Direction						0	N	0	3	0	0	E	N	STRAIGHT AHEAD	DRY	1
	0 5) Overturned	0 13) Side Swipe Opposite Dir						300	E	N	0	1	0	E	E	STRAIGHT AHEAD	DRY	1
	1 6) Fixed Object	0 14) Head On						0	N	0	0	0	0	SE	SE	TURNING ON RED	DRY	1
	1 7) Other Object	4 15) Angle						2640	E	N	0	0	0	W	W	AVOIDING OBJECTS/ETC.	WET	1
	0 8) Non Collision							0	N	0	0	0	0	E	E	SLOW/STOP IN TRAFFIC	DRY	1
								0	N	0	0	0	0	S	S	STRAIGHT AHEAD	WET	4
								0	N	0	0	0	0	E	E	STRAIGHT AHEAD	DRY	1
								0	N	0	0	0	0	N	N	STRAIGHT AHEAD	DRY	1
14-40532	6/3/2014 Tue	9:10 AM	TURNING		200	W	N	0	0	1	0	0	S	E	TURNING LEFT	STRAIGHT AHEAD	DRY	1
14-44944	6/12/2014 Thu	8:40 PM	ANGLE		0	N	Y	0	0	0	0	1	E	E	TURNING LEFT	STRAIGHT AHEAD	DRY	1
14-40541	7/23/2014 Wed	4:59 PM	TURNING		1000	W	N	1	0	0	0	0	S	E	TURNING LEFT	STRAIGHT AHEAD	DRY	5
14-45562	9/9/2014 Tue	7:10 PM	TURNING		0	N	N	0	0	0	0	0	E	E	TURNING RIGHT	TURNING RIGHT	WET	1
14-40995	12/18/2014 Thu	7:19 PM	REAR END		150	E	N	0	0	1	0	0	W	W	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	5
15-58524	3/24/2015 Tue	7:51 PM	ANGLE		0	N	N	0	0	0	0	0	N	E	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	4
15-60354	6/29/2015 Mon	7:55 AM	REAR END		500	E	N	0	0	0	0	0	W	W	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	5
15-61177	11/12/2015 Thu	3:30 PM	REAR END		150	W	N	0	0	0	0	0	E	E	STRAIGHT AHEAD	SLOW/STOP IN TRAFFIC	DRY	1
15-56561	11/13/2015 Fri	10:25 AM	OTHER OBJECT		0	Y	0	0	0	0	0	0	N	NA	SLOW/STOP - LOAD/UNLO	OTHER	DRY	1
15-58343	11/17/2015 Tue	7:53 AM	REAR END		1000	N	N	0	0	0	0	0	S	S	STRAIGHT AHEAD	STRAIGHT AHEAD	WET	1
15-58774	12/9/2015 Wed	7:35 AM	REAR END		130	E	N	0	0	0	0	0	W	W	STRAIGHT AHEAD	SLOW/STOP IN TRAFFIC	WET	1
16-60617	2/24/2016 Wed	2:28 PM	REAR END		300	W	N	0	0	0	0	0	E	E	SKIDDING/ CONTROL LOS	STRAIGHT AHEAD	SNOW OR SLUSH	1
16-58614	3/8/2016 Tue	8:04 AM	REAR END		200	N	N	0	0	0	0	0	S	S	STRAIGHT AHEAD	PASSING / OVERTAKING	DRY	1
16-58679	7/20/2016 Wed	7:34 AM	REAR END		75	S	N	0	0	0	0	0	N	N	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	1
16-58695	8/21/2016 Sun	1:48 PM	ANGLE		0	N	N	0	1	0	0	0	S	W	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	1
16-58155	8/9/2016 Tue	1:07 PM	TURNING		60	S	N	0	0	0	0	0	N	NE	CHANGING LANES	TURNING RIGHT	DRY	1
16-56672	9/8/2016 Thu	7:53 AM	TURNING		0	N	N	0	0	0	0	0	S	NW	STRAIGHT AHEAD	TURNING LEFT	WET	1
16-61015	9/2/2016 Fri	4:09 PM	REAR END		0	N	N	0	0	0	0	0	E	E	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	1
17-56232	2/26/2017 Sun	5:16 PM	REAR END		0	N	N	0	0	0	0	0	S	S	SLOW/STOP IN TRAFFIC	STRAIGHT AHEAD	DRY	1
17-61036	2/22/2017 Wed	8:12 AM	REAR END		75	S	N	0	2	0	0	0	N	N	STRAIGHT AHEAD	SLOW/STOP IN TRAFFIC	DRY	1
17-72139	5/10/2017 Wed	7:12 AM	TURNING		0	N	N	0	0	0	0	0	NE	NE	STRAIGHT AHEAD	TURNING LEFT	DRY	1

page 58

Police Report Number	Date	Day	Time	Type	Distance	Dir	Prop	Pri	Injuries				Travel Direction		Action		Surface Condition	Lighting Condition	
									A	B	C	K	Unit 1	Unit 2	Unit 1	Unit 2			
17-59467	6/22/2017	Thu	8:10 AM	TURNING	0		N	0	0	1	0	W	S	TURNING LEFT			STRAIGHT AHEAD	DRY	1
17-57281	7/21/2017	Fri	3:11 PM	SIDESWIPE SAME DIRECTION	0		N	0	0	0	0	N	N	STRAIGHT AHEAD			STRAIGHT AHEAD	DRY	1

Towanda Barnes & Ireland Grove Hourly Traffic Counts

Taken on Sept. 6 - 7, 2017

Traffic Counts Taken: 9/06 - 09/07/2017		Towanda Barnes Road North of Ireland Grove Road				Towanda Barnes Road South of Ireland Grove Road				Ireland Grove Road West of Towanda Barnes Road				Ireland Grove Road East of Tow-Bar Road		
		SBDL	SBPL	NBPL	NBDL	NBDL	NBPL	SBPL	SBDL	WBPL	WBDL	EBL/TL (outside)	EBL/TL (inside)	EBDL	WB	EB
12:00 AM	1:00 AM	14	9	10	3	1	11	10	8	4	1	0	2	6	3	6
1:00 AM	2:00 AM	5	6	2	2	1	2	5	3	1	3	0	2	1	2	2
2:00 AM	3:00 AM	0	3	2	1	1	2	3	0	2	2	0	1	1	1	2
3:00 AM	4:00 AM	6	4	6	4	4	7	6	5	5	1	2	1	2	2	1
4:00 AM	5:00 AM	13	8	48	26	20	34	8	5	12	9	5	10	3	15	1
5:00 AM	6:00 AM	60	39	64	41	30	66	43	27	55	50	4	15	23	47	11
6:00 AM	7:00 AM	323	134	155	130	100	189	119	87	242	279	25	41	75	158	51
7:00 AM	8:00 AM	619	290	375	270	152	280	154	97	558	662	74	94	205	487	258
8:00 AM	9:00 AM	467	150	280	224	121	149	124	91	331	428	40	83	96	221	120
9:00 AM	10:00 AM	224	99	173	133	100	124	87	106	112	150	23	45	81	98	60
10:00 AM	11:00 AM	159	111	174	123	100	145	107	98	73	121	32	45	110	89	86
11:00 AM	12:00 PM	202	146	207	148	81	160	142	117	125	142	45	77	137	94	128
12:00 PM	1:00 PM	250	188	200	142	96	162	152	128	144	164	32	66	144	99	83
1:00 PM	2:00 PM	223	138	161	115	95	136	141	123	93	125	26	65	112	62	94
2:00 PM	3:00 PM	207	164	168	121	87	146	167	139	115	132	41	100	199	126	166
3:00 PM	4:00 PM	285	279	382	219	141	242	288	223	169	224	108	187	333	260	260
4:00 PM	5:00 PM	357	346	500	310	128	240	376	267	143	282	234	358	467	191	339
5:00 PM	6:00 PM	468	358	446	299	166	230	331	246	180	359	181	291	343	213	275
6:00 PM	7:00 PM	275	243	221	173	114	159	205	177	88	211	79	157	196	130	185
7:00 PM	8:00 PM	221	181	191	154	86	131	152	111	96	147	27	96	157	78	154
8:00 PM	9:00 PM	155	111	99	67	44	85	89	94	58	113	8	55	110	38	117
9:00 PM	10:00 PM	94	62	65	50	27	46	59	60	29	47	5	25	57	22	54
10:00 PM	11:00 PM	33	28	26	16	12	26	25	20	20	22	2	11	29	10	17
11:00 PM	12:00 AM	20	15	13	13	9	10	11	8	6	15	1	2	13	6	10
Totals		4680	3112	3968	2784	1716	2782	2804	2240	2661	3689	994	1829	2900	2452	2480
		14544				9542				12073				4932		

Key

NB = Northbound
 EB = Eastbound
 SB = Southbound
 WB = Westbound
 DL = Drive Lane
 PL = Passing Lane
 LTL = Left Turn Lane

**MORNING TRAFFIC COUNTS AT INTERSECTION OF TOWANDA BARNES RD AND IRELAND GROVE RD
COUNTS TAKEN TUESDAY, SEPTEMBER 27, 2016**

Passenger Cars													
TIME INTERVAL	SBRT PC	SBTH PC	SBLT PC	WBRT PC	WBTH PC	WBLT PC	NBRT PC	NBTH PC	NBLT PC	EBRT PC	EBTH PC	EBLT PC	TOTAL PC TRAFFIC
6:30-6:45 AM	68	40	10	14	26	4	1	41	50	18	8	20	305
6:45-7:00 AM	109	43	8	14	33	3	3	63	55	28	7	29	402
7:00-7:15 AM	121	44	24	19	46	2	3	64	59	12	23	37	461
7:15-7:30 AM	156	54	30	29	69	6	10	113	67	16	45	54	664
7:30-7:45 AM	173	38	33	33	101	6	5	103	85	14	44	41	693
7:45-8:00 AM	187	54	37	32	100	2	10	133	118	16	28	48	778
8:00-8:15 AM	175	42	19	34	67	3	2	72	47	18	29	36	553
8:15-8:30 AM	144	46	10	30	54	6	2	85	43	8	6	38	490
8:30-8:45 AM	95	42	13	13	18	3	4	80	48	12	12	30	386
8:45-9:00 AM	74	40	12	14	23	1	2	65	24	16	6	40	323
Peak Hr PC Total	691	188	119	128	337	17	27	421	317	64	146	179	2,634

Trucks and Buses													
TIME INTERVAL	SBRT TR & BUS	SBTH TR & BUS	SBLT TR & BUS	WBRT TR & BUS	WBTH TR & BUS	WBLT TR & BUS	NBRT TR & BUS	NBTH TR & BUS	NBLT TR & BUS	EBRT TR & BUS	EBTH TR & BUS	EBLT TR & BUS	TOTAL TR & BUS
6:30-6:45 AM	0	1	0	0	1	0	0	2	0	0	0	1	5
6:45-7:00 AM	2	0	0	0	0	0	1	3	0	0	1	0	7
7:00-7:15 AM	1	2	1	1	2	0	0	0	0	0	0	0	7
7:15-7:30 AM	0	5	2	0	0	0	1	1	0	0	4	2	15
7:30-7:45 AM	0	1	2	5	1	0	0	6	0	0	1	1	17
7:45-8:00 AM	0	5	1	0	1	0	0	2	0	2	1	1	13
8:00-8:15 AM	0	3	0	1	0	0	0	3	0	1	0	1	9
8:15-8:30 AM	4	4	1	0	1	1	2	2	1	2	0	0	18
8:30-8:45 AM	1	4	0	0	0	0	0	4	1	1	3	2	16
8:45-9:00 AM	1	2	0	0	0	0	0	1	0	0	1	1	6
Peak Hr TR & Bus Total	0	14	5	6	2	0	1	12	0	3	6	5	54

Peak Hr Veh Total	691	202	124	134	339	17	28	433	317	67	152	184	2,688
% Peak Hr TR & Bus	0%	7%	4%	4%	1%	0%	4%	3%	0%	4%	4%	3%	2%

AM Peak Hour Factor = 0.86

**EVENING TRAFFIC COUNTS AT INTERSECTION OF TOWANDA BARNES RD AND IRELAND GROVE RD
COUNTS TAKEN TUESDAY, SEPTEMBER 27, 2016**

Passenger Cars

TIME INTERVAL	SBRT PC	SBTH PC	SBLT PC	WBRT PC	WBTH PC	WBLT PC	NBRT PC	NBTH PC	NBLT PC	EBRT PC	EBTH PC	EBLT PC	TOTAL PC	TOTAL TRAFFIC
3:00-3:15 PM	35	69	26	15	20	0	4	43	19	27	25	61	344	366
3:15-3:30 PM	33	65	18	28	28	6	4	48	17	47	54	66	414	425
3:30-3:45 PM	40	85	21	35	44	9	4	75	36	34	37	83	503	516
3:45-4:00 PM	43	82	21	25	24	5	6	78	22	41	36	97	480	487
4:00-4:15 PM	52	93	13	16	26	1	5	70	21	56	38	146	537	557
4:15-4:30 PM	62	117	27	24	17	8	4	73	19	69	63	145	628	636
4:30-4:45 PM	40	107	25	27	21	5	5	72	24	63	69	159	617	627
4:45-5:00 PM	63	97	32	30	24	0	7	77	33	74	55	168	660	666
5:00-5:15 PM	110	106	23	30	37	1	7	64	37	64	38	152	669	676
5:15-5:30 PM	134	107	33	26	29	2	6	72	43	47	58	139	696	704
5:30-5:45 PM	65	81	24	21	31	1	7	74	27	34	30	115	510	514
5:45-6:00 PM	54	87	25	26	23	2	4	72	24	33	36	112	498	502
Peak Hr PC Total	347	417	113	113	111	8	25	285	137	248	220	618	2,642	

Trucks and Buses

TIME INTERVAL	SBRT TR & BUS	SBTH TR & BUS	SBLT TR & BUS	WBRT TR & BUS	WBTH TR & BUS	WBLT TR & BUS	NBRT TR & BUS	NBTH TR & BUS	NBLT TR & BUS	EBRT TR & BUS	EBTH TR & BUS	EBLT TR & BUS	TOTAL TR & BUS	TOTAL
3:00-3:15 PM	6	3	0	0	1	1	0	5	2	0	0	4	22	
3:15-3:30 PM	3	4	0	1	0	0	0	2	0	0	0	1	11	
3:30-3:45 PM	0	4	0	0	1	2	0	1	0	3	1	1	13	
3:45-4:00 PM	1	3	3	0	0	0	0	0	0	0	0	0	7	
4:00-4:15 PM	2	1	0	1	0	3	2	6	2	0	2	1	20	
4:15-4:30 PM	0	3	0	1	0	0	0	3	0	0	0	1	8	
4:30-4:45 PM	0	1	0	1	0	1	2	4	0	0	0	1	10	
4:45-5:00 PM	0	1	0	0	1	1	0	1	1	1	0	0	6	
5:00-5:15 PM	1	1	0	2	0	1	1	0	0	0	0	1	7	
5:15-5:30 PM	2	2	0	0	0	0	0	2	0	0	0	2	8	
5:30-5:45 PM	1	0	0	1	0	1	1	0	0	0	0	0	4	
5:45-6:00 PM	0	1	1	0	0	0	0	0	0	1	1	0	4	
Peak Hr TR & Bus Total	3	5	0	3	1	3	3	7	1	1	0	4	31	

Peak Hr Veh Total	350	422	113	116	112	11	28	292	138	249	220	622	2,673
% Peak Hr TR & Bus	1%	1%	0%	3%	1%	27%	11%	2%	1%	0%	0%	1%	1%

Evening Peak Hour Factor = 0.95

City of Bloomington, Illinois - Engineering Department Crash Summary

Ranks 62 out of 1,314 total intersections with reported crashes - Top 4.7% (ranked by number of crashes)

Decreasing Order on Total
10/1/2012 - 10/1/2017

Shaded intersections are on State Routes or are 100% private.

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
Grand Total		10394	5876	2629	1889	286	631	897	8
VETERANS PKWY @ EMPIRE ST	1.331	232	160	56	16	9	15	30	0
VETERANS PKWY @ CLEARWATER AVE	0.882	206	79	88	39	7	8	24	0
VETERANS PKWY @ EASTLAND DR	0.739	170	67	83	20	4	12	11	0
MORRISSEY DR @ VETERANS PKWY	1.328	169	110	40	19	1	6	15	0
HERSHEY RD @ EMPIRE ST	1.576	161	100	44	17	4	23	12	0
VETERANS PKWY @ WASHINGTON ST	0.726	157	77	60	20	6	10	15	0
VETERANS PKWY @ GENERAL ELECTRIC/VERNON	0.600	157	70	74	13	0	2	12	0
VETERANS PKWY @ OAKLAND AVE	0.845	145	90	44	11	1	7	12	0
TRUCKERS LN @ MARKET ST	1.193	121	52	16	53	0	4	9	0
COMMERCE PKWY @ VETERANS PKWY	0.994	116	59	47	10	5	11	9	0
MT VERNON DR @ EMPIRE ST	1.340	88	56	19	13	2	4	11	0
EAST ST @ WASHINGTON ST	1.416	77	62	13	2	4	4	6	1
BROWN ST @ MARKET ST	0.927	72	35	12	25	1	3	5	0
CAROLINE ST @ MARKET ST	0.642	71	25	18	28	3	6	4	0
MAIN ST @ EMERSON ST	0.852	68	38	16	14	4	3	7	0
TOWANDA AVE @ EMPIRE ST	0.891	67	43	16	8	4	10	6	0
MAIN ST @ HAMILTON RD	0.550	66	22	28	16	3	2	5	0
MAIN ST @ VETERANS PKWY	0.606	62	34	28	0	1	1	2	0
EASTLAND LOTS PARKING LOT	0.000	60	0	3	57	0	0	3	0
REGENCY DR @ WASHINGTON ST	1.507	59	45	9	5	1	8	9	0
HERSHEY RD @ GENERAL ELECTRIC RD	0.858	57	39	14	4	1	1	12	0
CENTER ST @ EMERSON ST	1.013	56	41	12	3	2	4	5	0
GETTYSBURG DR @ EMPIRE ST	0.950	55	31	17	7	1	2	13	0
TOWANDA BARNES RD @ EMPIRE ST	1.233	53	48	5	0	1	5	6	0
CENTER ST @ MACARTHUR AVE	1.676	52	48	4	0	5	11	7	1
MERCER AVE @ VETERANS PKWY	0.456	52	31	16	5	2	0	6	0
AIRPORT RD @ GENERAL ELECTRIC RD	0.739	52	30	16	6	7	3	6	0
PROSPECT RD @ EASTLAND DR	0.843	51	27	8	16	2	3	7	0
MARTIN LUTHER KING DR @ MARKET ST	0.572	51	22	24	5	0	7	3	0
MAIN ST @ EMPIRE ST	0.783	50	34	9	7	4	7	8	0
MORRIS AVE @ VETERANS PKWY	0.575	49	33	15	1	0	7	4	0
VETERANS PKWY @ COLLEGE AVE	0.060	49	7	26	16	0	3	2	0
MAIN ST @ LOCUST ST	0.963	48	39	7	2	4	4	5	0
VETERANS PKWY @ EMPIRE ST EAST	0.683	48	29	11	8	2	2	3	0
EASTPORT DR @ EMPIRE ST	0.000	48	27	18	3	1	1	6	0
J C PKWY @ MARKET ST	0.510	47	12	2	33	0	4	0	0
WYLIE DR/BLM HEIGHTS RD @ MARKET ST	0.846	46	29	6	11	3	2	2	0

City of Bloomington, Illinois - Engineering Department Crash Summary

Decreasing Order on Total

10/1/2012 - 10/1/2017

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
VETERANS PKWY @ IRELAND GROVE RD	0.510	45	38	4	3	0	2	7	0
VETERANS PKWY @ HAMILTON RD	0.000	45	33	10	2	2	3	2	0
PROSPECT RD @ WASHINGTON ST	1.129	45	32	8	5	2	0	2	0
MAIN ST @ WOOD ST	0.967	45	27	9	9	1	0	0	1
MAIN ST @ MACARTHUR AVE	1.300	44	38	5	1	0	4	5	0
CENTER ST @ EMPIRE ST	0.812	44	35	9	0	0	3	4	0
CLINTON ST @ OAKLAND AVE	0.701	44	25	17	2	1	1	3	0
MORRISSEY DR @ RHODES LN	1.786	43	35	7	1	3	17	8	0
VETERANS PKWY @ LINCOLN ST	0.347	42	28	14	0	1	2	6	0
EAST ST @ FRONT ST	0.688	42	25	6	11	2	2	3	0
I A A DR @ VERNON AVE	0.757	41	32	8	1	1	1	0	0
HERSHEY RD @ OAKLAND AVE	0.718	41	32	8	1	1	6	3	0
CENTER ST @ OAKLAND AVE	0.774	41	25	13	3	2	9	5	0
CENTER ST @ LOCUST ST	0.698	39	32	6	1	0	1	1	0
EASTLAND COMMONS PARKING LOT	0.000	39	1	1	37	0	0	0	0
MADISON ST @ WASHINGTON ST	0.707	38	29	8	1	3	6	10	0
MAIN ST @ OAKLAND AVE	0.668	38	28	3	7	4	5	4	0
CENTER ST @ WALNUT ST	0.700	38	26	11	1	1	3	1	0
BRICKYARD DR @ VETERANS PKWY	0.301	38	21	8	9	1	2	3	0
FOUR SEASONS RD @ OAKLAND AVE	0.401	38	15	10	13	0	0	6	0
FAIRWAY DR @ EMPIRE ST	0.245	38	15	15	8	0	1	5	0
MORRIS AVE @ SIX POINTS RD	1.055	37	28	6	3	1	0	2	0
I55 ON/OFF RAMP EAST @ MARKET ST	0.668	35	30	5	0	0	1	4	0
CIRA DR EAST @ EMPIRE ST	0.000	35	19	4	12	1	2	3	0
TOWANDA BARNES RD @ IRELAND GROVE RD	0.597	35	18	15	2	1	6	7	1
WILLIAMSBURG DR @ EASTLAND DR	0.000	34	29	3	2	0	0	10	0
TOWANDA AVE @ LOCUST ST	0.777	34	25	4	5	0	3	1	0
AIRPORT RD @ EMPIRE ST	0.613	34	25	9	0	2	2	4	0
LEE ST @ MACARTHUR AVE	3.689	33	32	1	0	2	5	7	0
MAIN ST @ R T DUNN DR	0.548	33	20	8	5	0	0	5	0
TOWANDA AVE @ EMERSON ST / FAIRWAY DR	0.601	32	24	3	5	0	1	4	0
MADISON ST @ MARKET ST	0.541	32	20	4	8	0	3	3	0
CLINTON ST @ EMPIRE ST	0.594	32	20	11	1	1	3	2	0
MAIN ST @ MULBERRY ST	0.000	32	11	16	5	0	2	0	0
CLINTON ST @ WASHINGTON ST	0.638	31	25	2	4	2	4	2	0
CENTER ST @ WOOD ST	0.541	31	17	13	1	9	2	2	0
CLINTON ST @ LOCUST ST	0.411	31	16	10	5	0	1	3	0
VETERANS PKWY @ JUMER DR	0.107	31	8	5	18	0	0	5	0

Page B-60

City of Bloomington, Illinois - Engineering Department Crash Summary

Ranks 117 out of 1,314 total intersections with reported crashes - Top 8.9% (ranked by crashes per million vehicles)

Decreasing Order on Rate

10/1/2012 - 10/1/2017

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
Grand Total		10394	5876	2629	1889	286	631	897	8
LEE ST @ MACARTHUR AVE	3.689	33	32	1	0	2	5	7	0
EVANS ST @ WALNUT ST	3.344	13	4	8	1	0	0	1	0
MASON ST @ MULBERRY ST	3.286	8	6	2	0	0	0	0	0
PRAIRIE ST @ CHESTNUT ST	2.196	10	8	1	1	0	1	1	0
MCLEAN ST @ WALNUT ST	1.836	7	6	1	0	0	1	0	0
MORRISSEY DR @ RHODES LN	1.786	43	35	7	1	3	17	8	0
PRAIRIE ST @ DOUGLAS ST	1.711	7	5	1	1	0	0	3	0
BUNN ST @ LINCOLN ST	1.707	22	20	2	0	1	5	2	1
CENTER ST @ MACARTHUR AVE	1.676	52	48	4	0	5	11	7	1
ALLIN ST @ MACARTHUR AVE	1.609	13	11	2	0	1	2	1	0
HERSHEY RD @ EMPIRE ST	1.576	161	100	44	17	4	23	12	0
REGENCY DR @ WASHINGTON ST	1.507	59	45	9	5	1	8	9	0
ALLIN ST @ OAKLAND AVE	1.446	15	13	2	0	0	2	5	0
EAST ST @ WASHINGTON ST	1.416	77	62	13	2	4	4	6	1
MAIN ST @ MARKET ST	1.394	21	17	4	0	0	1	1	0
SPRINGFIELD RD @ TANNER ST	1.381	8	3	2	3	0	0	0	0
EUCLID AVE @ WASHINGTON ST	1.355	28	25	2	1	1	8	4	0
MT VERNON DR @ EMPIRE ST	1.340	88	56	19	13	2	4	11	0
VETERANS PKWY @ EMPIRE ST	1.331	232	160	56	16	9	15	30	0
MORRISSEY DR @ VETERANS PKWY	1.328	169	110	40	19	1	6	15	0
MAIN ST @ MACARTHUR AVE	1.300	44	38	5	1	0	4	5	0
CLAYTON ST @ BELL ST	1.289	4	4	0	0	0	0	0	0
CLINTON ST @ DOUGLAS ST	1.253	7	3	2	2	0	0	0	0
MCLEAN ST @ CHESTNUT ST	1.242	7	5	2	0	0	0	0	0
MCGREGOR ST @ CROXTON AVE NORTH	1.238	9	4	3	2	0	0	0	0
TOWANDA BARNES RD @ EMPIRE ST	1.233	53	48	5	0	1	5	6	0
LEE ST @ OAKLAND AVE	1.221	20	15	5	0	1	1	2	0
MADISON ST @ OAKLAND AVE	1.212	11	10	0	1	1	0	2	0
TRUCKERS LN @ MARKET ST	1.193	121	52	16	53	0	4	9	0
ALLIN ST @ WASHINGTON ST	1.169	23	18	5	0	1	4	0	0
LEE ST @ CHESTNUT ST	1.166	14	13	0	1	2	0	2	0
PROSPECT RD @ WASHINGTON ST	1.129	45	32	8	5	2	0	2	0
EUCLID AVE @ OAKLAND AVE	1.112	15	15	0	0	1	0	4	0
EAST ST @ MULBERRY ST	1.106	2	2	0	0	0	0	0	0
PRAIRIE ST @ WALNUT ST	1.084	7	5	2	0	0	0	0	0
LOW ST @ BISSELL ST	1.077	3	3	0	0	0	0	0	0
ALLIN ST @ OLIVE ST	1.069	10	6	4	0	0	1	3	0

City of Bloomington, Illinois - Engineering Department Crash Summary

Decreasing Order on Rate

10/1/2012 - 10/1/2017

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
MCLEAN ST @ FRONT ST	1.066	11	8	3	0	0	1	1	0
MORRIS AVE @ MACARTHUR AVE	1.062	23	21	2	0	0	0	2	0
FOUR SEASONS RD @ LINCOLN ST	1.056	19	13	5	1	0	2	3	0
MORRIS AVE @ SIX POINTS RD	1.055	37	28	6	3	1	0	2	0
ALLIN ST @ CHESTNUT ST	1.053	4	3	0	1	0	0	0	0
CLINTON ST @ BELL ST	1.043	1	1	0	0	0	0	0	0
CENTER ST @ JEFFERSON ST	1.031	11	9	2	0	0	0	0	0
PRAIRIE ST @ MULBERRY ST	1.019	4	4	0	0	0	1	0	0
CENTER ST @ EMERSON ST	1.013	56	41	12	3	2	4	5	0
ROOSEVELT AVE @ MONROE ST	1.002	4	3	0	1	1	0	0	0
COMMERCE PKWY @ VETERANS PKWY	0.994	116	59	47	10	5	11	9	0
MAIN ST @ WOOD ST	0.967	45	27	9	9	1	0	0	1
MAIN ST @ LOCUST ST	0.963	48	39	7	2	4	4	5	0
GETTYSBURG DR @ EMPIRE ST	0.950	55	31	17	7	1	2	13	0
HERSHEY RD @ HAMILTON RD	0.942	12	8	2	2	0	0	0	0
BROWN ST @ MARKET ST	0.927	72	35	12	25	1	3	5	0
CLINTON ST @ FRONT ST	0.926	21	20	1	0	1	4	1	0
PRAIRIE ST @ LOCUST ST	0.895	17	14	1	2	0	3	1	0
MAIN ST @ LINCOLN ST	0.893	23	19	4	0	0	2	2	0
TOWANDA AVE @ EMPIRE ST	0.891	67	43	16	8	4	10	6	0
FAIRWAY DR @ EMPIRE FRONTAGE RD NORTH	0.890	28	21	5	2	0	1	4	0
ALLIN ST @ SEMINARY AVE	0.887	16	12	4	0	1	3	1	0
VETERANS PKWY @ CLEARWATER AVE	0.882	206	79	88	39	7	8	24	0
MCCLUN ST @ GROVE ST	0.862	13	11	2	0	0	0	1	0
ALLIN ST @ MONROE ST	0.859	5	4	1	0	0	0	0	0
HERSHEY RD @ GENERAL ELECTRIC RD	0.858	57	39	14	4	1	1	12	0
LEE ST @ WASHINGTON ST	0.855	25	19	3	3	1	2	4	0
MAIN ST @ EMERSON ST	0.852	68	38	16	14	4	3	7	0
ROBINSON ST @ GROVE ST	0.851	14	9	1	4	0	2	1	0
CLINTON BLVD @ EMERSON ST	0.849	28	24	3	1	1	3	1	0
WYLIE DR/BLM HEIGHTS RD @ MARKET ST	0.846	46	29	6	11	3	2	2	0
VETERANS PKWY @ OAKLAND AVE	0.845	145	90	44	11	1	7	12	0
PROSPECT RD @ EASTLAND DR	0.843	51	27	8	16	2	3	7	0
HERSHEY RD @ IRELAND GROVE RD	0.816	26	18	8	0	1	4	3	0
CENTER ST @ EMPIRE ST	0.812	44	35	9	0	0	3	4	0
CENTER ST @ MARKET ST	0.805	14	11	0	3	1	2	0	0
HERSHEY RD @ RAINBOW AVE	0.800	26	18	7	1	3	1	8	0
OAK ST @ LOCUST ST	0.787	13	11	1	1	0	0	3	0

Page B-62

City of Bloomington, Illinois - Engineering Department Crash Summary

Decreasing Order on Rate

10/1/2012 - 10/1/2017

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
MAIN ST @ EMPIRE ST	0.783	50	34	9	7	4	7	8	0
PRAIRIE ST @ JEFFERSON ST	0.779	6	3	1	2	0	0	0	0
TOWANDA AVE @ LOCUST ST	0.777	34	25	4	5	0	3	1	0
CENTER ST @ OAKLAND AVE	0.774	41	25	13	3	2	9	5	0
I A A DR @ VERNON AVE	0.757	41	32	8	1	1	1	0	0
AIRPORT RD @ GENERAL ELECTRIC RD	0.739	52	30	16	6	7	3	6	0
VETERANS PKWY @ EASTLAND DR	0.739	170	67	83	20	4	12	11	0
LEE ST @ MARKET ST	0.736	20	17	3	0	2	1	3	0
VETERANS PKWY @ WASHINGTON ST	0.726	157	77	60	20	6	10	15	0
HERSHEY RD @ OAKLAND AVE	0.718	41	32	8	1	1	6	3	0
MADISON ST @ MACARTHUR AVE	0.715	6	5	1	0	0	0	0	0
WHITE OAK RD @ MARTIN LUTHER KING DR	0.710	25	14	6	5	2	2	2	0
MADISON ST @ WASHINGTON ST	0.707	38	29	8	1	3	6	10	0
BEICH RD @ BEICH RD	0.705	19	9	10	0	1	2	1	0
CLINTON ST @ OAKLAND AVE	0.701	44	25	17	2	1	1	3	0
CENTER ST @ WALNUT ST	0.700	38	26	11	1	1	3	1	0
COTTAGE AVE @ SEMINARY AVE	0.700	10	8	1	1	0	0	0	0
CENTER ST @ LOCUST ST	0.698	39	32	6	1	0	1	1	0
EAST ST @ FRONT ST	0.688	42	25	6	11	2	2	3	0
HERSHEY RD @ COLLEGE AVE	0.688	28	21	5	2	1	4	1	0
MORRISSEY DR @ LINCOLN ST	0.683	28	15	7	6	0	2	1	0
VETERANS PKWY @ EMPIRE ST EAST	0.683	48	29	11	8	2	2	3	0
ROOSEVELT AVE @ OLIVE ST	0.672	14	4	1	9	0	0	2	0
MORRIS AVE @ WASHINGTON ST	0.670	26	18	6	2	1	0	2	0
MAIN ST @ OAKLAND AVE	0.668	38	28	3	7	4	5	4	0
I55 ON/OFF RAMP EAST @ MARKET ST	0.668	35	30	5	0	0	1	4	0
K-MART EASTLAND X-OVER @ EMPIRE FRONTAGE R	0.662	18	14	1	3	1	0	0	0
TOWANDA AVE @ TOWANDA SERVICE RD	0.659	19	16	3	0	0	3	2	0
FELL AVE @ EMERSON ST	0.648	15	14	0	1	2	2	2	0
CAROLINE ST @ MARKET ST	0.642	71	25	18	28	3	6	4	0
CLINTON ST @ WASHINGTON ST	0.638	31	25	2	4	2	4	2	0
EAST ST @ JEFFERSON ST	0.636	20	18	1	1	1	1	3	0
GRIDLEY ST @ FRONT ST	0.622	8	7	1	0	0	2	0	0
LEE ST @ EMERSON ST	0.621	13	9	4	0	0	1	2	0
AIRPORT RD @ EMPIRE ST	0.613	34	25	9	0	2	2	4	0
GRIDLEY ST @ OAKLAND AVE	0.612	27	16	4	7	3	0	1	0
ROOSEVELT AVE @ MARKET ST	0.609	12	9	0	3	1	0	0	0
TOWANDA BARNES RD @ GENERAL ELECTRIC RD	0.608	19	16	2	1	3	1	3	0

Page B-63

City of Bloomington, Illinois - Engineering Department Crash Summary

Decreasing Order on Rate

10/1/2012 - 10/1/2017

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
MAIN ST @ VETERANS PKWY	0.606	62	34	28	0	1	1	2	0
TOWANDA AVE @ EMERSON ST / FAIRWAY DR	0.601	32	24	3	5	0	1	4	0
VETERANS PKWY @ GENERAL ELECTRIC/VERNON	0.600	157	70	74	13	0	2	12	0
TOWANDA BARNES RD @ IRELAND GROVE RD	0.597	35	18	15	2	1	6	7	1
CLINTON ST @ EMPIRE ST	0.594	32	20	11	1	1	3	2	0
HERSHEY RD @ CLEARWATER AVE	0.590	25	17	7	1	1	2	2	0
MAIN ST @ WASHINGTON ST	0.587	21	13	7	1	1	1	2	0
ALLIN ST @ LOCUST ST	0.586	15	10	4	1	2	1	3	0
MORRIS AVE @ VETERANS PKWY	0.575	49	33	15	1	0	7	4	0
MARTIN LUTHER KING DR @ MARKET ST	0.572	51	22	24	5	0	7	3	0
GRIDLEY ST @ MARKET ST	0.559	1	1	0	0	0	0	0	0
MERCER AVE @ OAKLAND AVE	0.557	30	20	1	9	0	2	2	0
COLTON AVE @ LOCUST ST	0.554	20	12	6	2	0	2	1	0
MCLEAN ST @ MONROE ST	0.552	4	3	1	0	0	0	0	0
MAIN ST @ MONROE ST	0.552	11	4	6	1	0	0	0	0
MAIN ST @ HAMILTON RD	0.550	66	22	28	16	3	2	5	0
HINSHAW AVE @ MARKET ST	0.549	20	16	4	0	0	1	1	0
PRAIRIE ST @ WASHINGTON ST	0.548	16	12	4	0	1	1	3	0
MAIN ST @ R T DUNN DR	0.548	33	20	8	5	0	0	5	0
LEE ST @ WOOD ST	0.546	9	7	2	0	0	1	0	0
CENTER ST @ WOOD ST	0.541	31	17	13	1	9	2	2	0
MADISON ST @ MARKET ST	0.541	32	20	4	8	0	3	3	0
ELDORADO RD @ OAKLAND AVE	0.540	27	20	2	5	1	2	1	0
CENTER ST @ WASHINGTON ST	0.536	15	12	3	0	0	0	1	0
MERCER AVE @ LINCOLN ST	0.535	16	11	2	3	1	1	0	0
HERSHEY RD @ LINCOLN ST	0.533	13	12	1	0	1	0	3	0
MCLEAN ST @ WASHINGTON ST	0.528	13	12	0	1	0	2	2	0
LINDEN ST @ EMERSON ST	0.526	27	16	10	1	0	0	2	0
MAIN ST @ WALNUT ST	0.511	27	13	7	7	0	2	2	0
J C PKWY @ MARKET ST	0.510	47	12	2	33	0	4	0	0
WESTERN AVE @ LOCUST ST	0.510	12	8	4	0	0	1	1	0
VETERANS PKWY @ IRELAND GROVE RD	0.510	45	38	4	3	0	2	7	0
COTTAGE AVE @ MARTIN LUTHER KING DR	0.504	11	8	1	2	0	0	5	0
STATE ST @ GROVE ST EAST	0.502	7	6	1	0	0	0	1	0
MAIN ST @ CHESTNUT ST	0.496	16	13	3	0	0	2	3	0
MERCER AVE @ WASHINGTON ST	0.494	14	13	1	0	1	1	2	0
LINDEN ST @ LOCUST ST	0.491	10	10	0	0	0	0	0	0
PRAIRIE ST @ MARKET ST	0.490	3	2	1	0	0	0	0	0

Page B-64

SECTION VIEW

SECTION 1: 1+00 TO 1+50

SECTION 2: 1+50 TO 2+00

SECTION 3: 2+00 TO 2+50

SECTION 4: 2+50 TO 3+00

SECTION 5: 3+00 TO 3+50

SECTION 6: 3+50 TO 4+00

SECTION 7: 4+00 TO 4+50

SECTION 8: 4+50 TO 5+00

SECTION 9: 5+00 TO 5+50

SECTION 10: 5+50 TO 6+00

SECTION 11: 6+00 TO 6+50

SECTION 12: 6+50 TO 7+00

SECTION 13: 7+00 TO 7+50

SECTION 14: 7+50 TO 8+00

SECTION 15: 8+00 TO 8+50

SECTION 16: 8+50 TO 9+00

SECTION 17: 9+00 TO 9+50

SECTION 18: 9+50 TO 10+00

SECTION 19: 10+00 TO 10+50

SECTION 20: 10+50 TO 11+00

SECTION 21: 11+00 TO 11+50

SECTION 22: 11+50 TO 12+00

SECTION 23: 12+00 TO 12+50

SECTION 24: 12+50 TO 13+00

SECTION 25: 13+00 TO 13+50

SECTION 26: 13+50 TO 14+00

SECTION 27: 14+00 TO 14+50

SECTION 28: 14+50 TO 15+00

SECTION 29: 15+00 TO 15+50

SECTION 30: 15+50 TO 16+00

SECTION 31: 16+00 TO 16+50

SECTION 32: 16+50 TO 17+00

SECTION 33: 17+00 TO 17+50

SECTION 34: 17+50 TO 18+00

SECTION 35: 18+00 TO 18+50

SECTION 36: 18+50 TO 19+00

SECTION 37: 19+00 TO 19+50

SECTION 38: 19+50 TO 20+00

SECTION 39: 20+00 TO 20+50

SECTION 40: 20+50 TO 21+00

SECTION 41: 21+00 TO 21+50

SECTION 42: 21+50 TO 22+00

SECTION 43: 22+00 TO 22+50

SECTION 44: 22+50 TO 23+00

SECTION 45: 23+00 TO 23+50

SECTION 46: 23+50 TO 24+00

SECTION 47: 24+00 TO 24+50

SECTION 48: 24+50 TO 25+00

SECTION 49: 25+00 TO 25+50

SECTION 50: 25+50 TO 26+00

SECTION 51: 26+00 TO 26+50

SECTION 52: 26+50 TO 27+00

SECTION 53: 27+00 TO 27+50

SECTION 54: 27+50 TO 28+00

SECTION 55: 28+00 TO 28+50

SECTION 56: 28+50 TO 29+00

SECTION 57: 29+00 TO 29+50

SECTION 58: 29+50 TO 30+00

SECTION 59: 30+00 TO 30+50

SECTION 60: 30+50 TO 31+00

SECTION 61: 31+00 TO 31+50

SECTION 62: 31+50 TO 32+00

SECTION 63: 32+00 TO 32+50

SECTION 64: 32+50 TO 33+00

SECTION 65: 33+00 TO 33+50

SECTION 66: 33+50 TO 34+00

SECTION 67: 34+00 TO 34+50

SECTION 68: 34+50 TO 35+00

SECTION 69: 35+00 TO 35+50

SECTION 70: 35+50 TO 36+00

SECTION 71: 36+00 TO 36+50

SECTION 72: 36+50 TO 37+00

SECTION 73: 37+00 TO 37+50

SECTION 74: 37+50 TO 38+00

SECTION 75: 38+00 TO 38+50

SECTION 76: 38+50 TO 39+00

SECTION 77: 39+00 TO 39+50

SECTION 78: 39+50 TO 40+00

SECTION 79: 40+00 TO 40+50

SECTION 80: 40+50 TO 41+00

SECTION 81: 41+00 TO 41+50

SECTION 82: 41+50 TO 42+00

SECTION 83: 42+00 TO 42+50

SECTION 84: 42+50 TO 43+00

SECTION 85: 43+00 TO 43+50

SECTION 86: 43+50 TO 44+00

SECTION 87: 44+00 TO 44+50

SECTION 88: 44+50 TO 45+00

SECTION 89: 45+00 TO 45+50

SECTION 90: 45+50 TO 46+00

SECTION 91: 46+00 TO 46+50

SECTION 92: 46+50 TO 47+00

SECTION 93: 47+00 TO 47+50

SECTION 94: 47+50 TO 48+00

SECTION 95: 48+00 TO 48+50

SECTION 96: 48+50 TO 49+00

SECTION 97: 49+00 TO 49+50

SECTION 98: 49+50 TO 50+00

SECTION 99: 50+00 TO 50+50

SECTION 100: 50+50 TO 51+00

SECTION 101: 51+00 TO 51+50

SECTION 102: 51+50 TO 52+00

SECTION 103: 52+00 TO 52+50

SECTION 104: 52+50 TO 53+00

SECTION 105: 53+00 TO 53+50

SECTION 106: 53+50 TO 54+00

SECTION 107: 54+00 TO 54+50

SECTION 108: 54+50 TO 55+00

SECTION 109: 55+00 TO 55+50

SECTION 110: 55+50 TO 56+00

SECTION 111: 56+00 TO 56+50

SECTION 112: 56+50 TO 57+00

SECTION 113: 57+00 TO 57+50

SECTION 114: 57+50 TO 58+00

SECTION 115: 58+00 TO 58+50

SECTION 116: 58+50 TO 59+00

SECTION 117: 59+00 TO 59+50

SECTION 118: 59+50 TO 60+00

SECTION 119: 60+00 TO 60+50

SECTION 120: 60+50 TO 61+00

SECTION 121: 61+00 TO 61+50

SECTION 122: 61+50 TO 62+00

SECTION 123: 62+00 TO 62+50

SECTION 124: 62+50 TO 63+00

SECTION 125: 63+00 TO 63+50

SECTION 126: 63+50 TO 64+00

SECTION 127: 64+00 TO 64+50

SECTION 128: 64+50 TO 65+00

SECTION 129: 65+00 TO 65+50

SECTION 130: 65+50 TO 66+00

SECTION 131: 66+00 TO 66+50

SECTION 132: 66+50 TO 67+00

SECTION 133: 67+00 TO 67+50

SECTION 134: 67+50 TO 68+00

SECTION 135: 68+00 TO 68+50

SECTION 136: 68+50 TO 69+00

SECTION 137: 69+00 TO 69+50

SECTION 138: 69+50 TO 70+00

SECTION 139: 70+00 TO 70+50

SECTION 140: 70+50 TO 71+00

SECTION 141: 71+00 TO 71+50

SECTION 142: 71+50 TO 72+00

SECTION 143: 72+00 TO 72+50

SECTION 144: 72+50 TO 73+00

SECTION 145: 73+00 TO 73+50

SECTION 146: 73+50 TO 74+00

SECTION 147: 74+00 TO 74+50

SECTION 148: 74+50 TO 75+00

SECTION 149: 75+00 TO 75+50

SECTION 150: 75+50 TO 76+00

SECTION 151: 76+00 TO 76+50

SECTION 152: 76+50 TO 77+00

SECTION 153: 77+00 TO 77+50

SECTION 154: 77+50 TO 78+00

SECTION 155: 78+00 TO 78+50

SECTION 156: 78+50 TO 79+00

SECTION 157: 79+00 TO 79+50

SECTION 158: 79+50 TO 80+00

SECTION 159: 80+00 TO 80+50

SECTION 160: 80+50 TO 81+00

SECTION 161: 81+00 TO 81+50

SECTION 162: 81+50 TO 82+00

SECTION 163: 82+00 TO 82+50

SECTION 164: 82+50 TO 83+00

SECTION 165: 83

NOTE: SOUTHBOUND RIGHT TURN IS FREE FLOWING

12. SCOPE OF WORK: ADDITION OF 65 RIGHT TURN LANE & 35 FREE-FLOW RIGHT TURN LANE. ADDITIONAL THRU LANE & RIGHT TURN LANE & LENGTHENING OF LEFT TURN LANE.

* D-DISTANCE IS CALCULATED FROM: STORAGE LENGTH (FT) = $\frac{(L \times C) \times (D \times W) \times (X \times T) \times (R \times UCKS)}{(100 \times 2 \times 25)}$

TYPE M-6.06 CURB & GUTTER

TYPE M-6.24 CURB & GUTTER

4.4'

12.12' (12.12' ±)

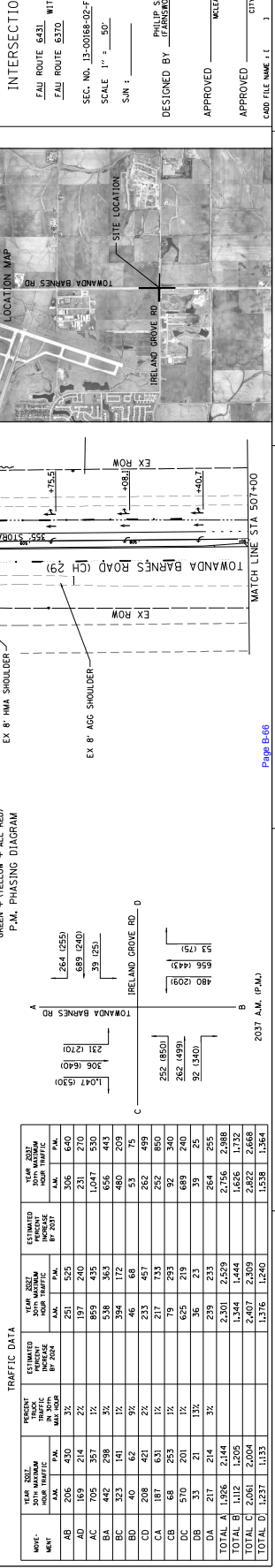
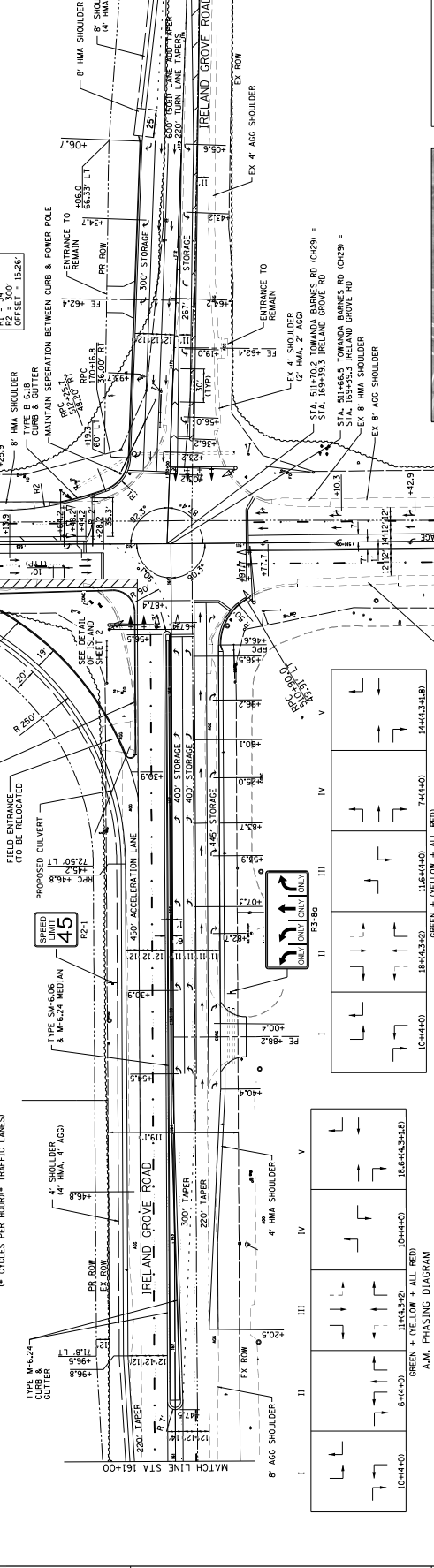
4.4'

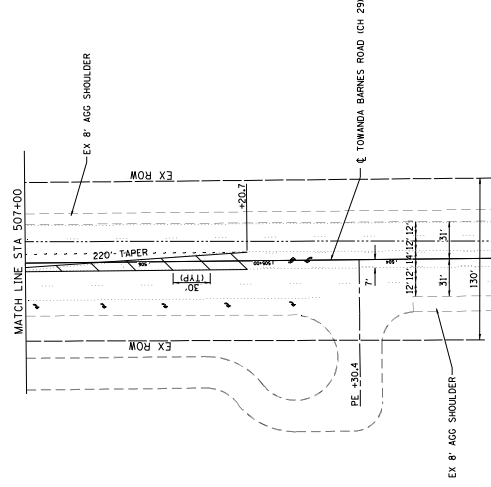
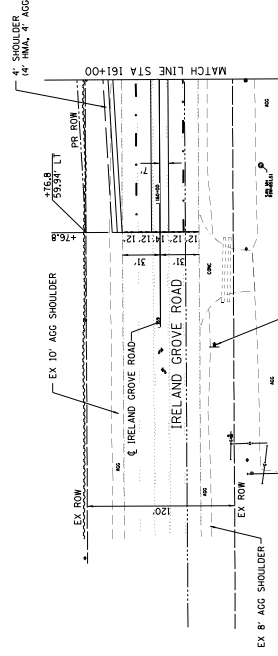
±3.9'

±3.2'

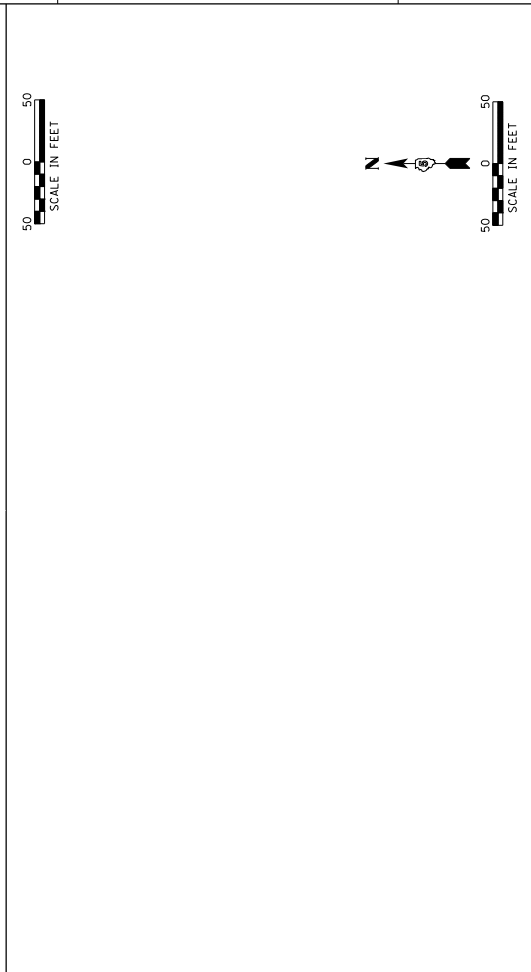
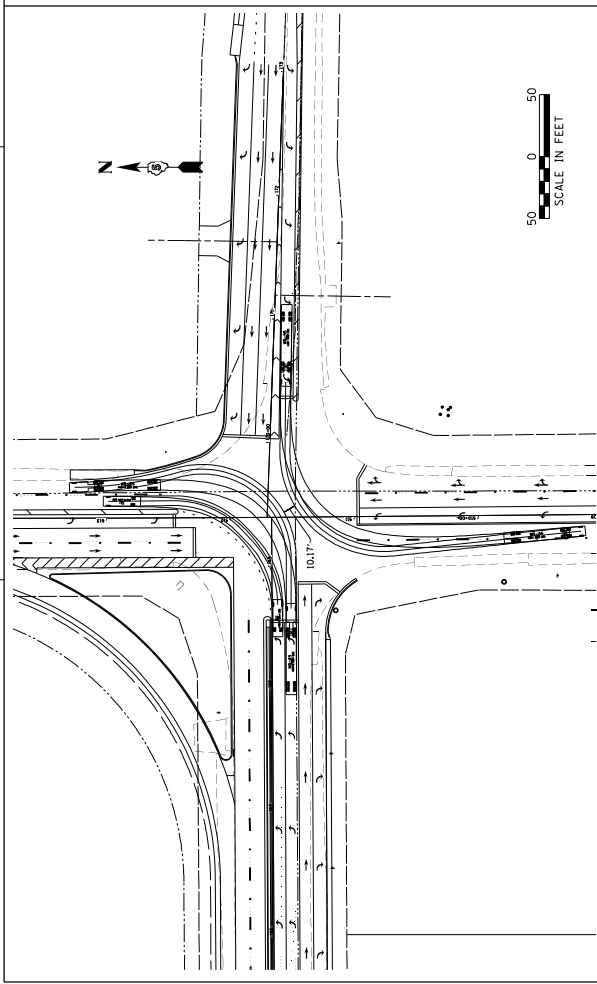
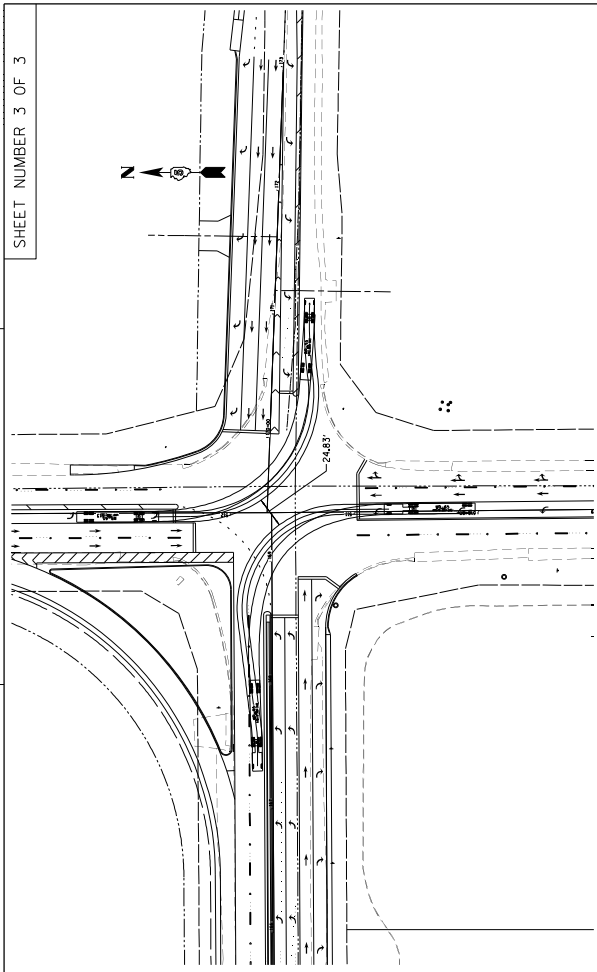
RPM

251 = 344





FAU ROUTE 6431 (TOWANDA BARNES RD/CH 29)
 WITH
FAU ROUTE 6370 (IRELAND GROVE RD)
 SEC. NO. 13-00168-02-FP PROJ. NO. _____
 SCALE 1" = 50' COUNTY MCLEAN
 SJN : _____ REV. NO. _____



INTERSECTION DESIGN STUDY

FAU ROUTE 643L

(TOWANDA BARRIES RD/CH 29)

FAU ROUTE 637D

(IRELAND GROVE RD)

SEC. NO. 13-00168-02-FP

PROJ. NO. _____

SCALE 1" = 50'

COUNTY MCLEAN

SUN : _____

REV. NO. _____

CADD FILE NAME : I : 1

1

10.0.0. SHEET 3 OF 3

ENC 0004



PUBLIC COMMENT

Towanda Barnes Rd (CH 29) & Ireland Grove Rd (COB) Intersection Improvements

Public Information Meeting

McLean County Highway Department, South Garage – September 13, 2017, 5:00pm to 7:00pm

Comment #1: As a (newly in June) resident and as a basic traveler thru that intersection for the past 10 years (kids at Benjamin, kids at soccer fields, kids at Evans). Traffic can get very congested adding time and difficulty to get to locations as needed. As a mom with young drivers, I find that having the west bound Ireland Grove (crossing to Towanda Barnes) difficult for them to navigate. I believe that the proposal offered would be a great improvement to traveling in this intersection. It should have been done when Benjamin was build & the city approved the Grove Sub-division.

Comment #2: After talking to Jim Karch, I feel this may be a good idea. I think the State Farm traffic will flow better. ???

Comment #3: Glad to find out what they are going to do. I think this should help the morning traffic going to State Farm. Jim Karch was very helpful.

Comment #4: The proposed changes look fine. My new concern is the intersection of Streid & Ireland Grove. Turning east onto Ireland Grove at school / rush hour is already a tough thing, but with the free-flowing traffic now coming from T-B (Towanda Barnes) onto Ireland Grove, it will be far more dangerous! Please put in a light at Streid / Ireland Grove!

Comment #5: This needs to get approved immediately! Can they start yet this year?

Comment #6: Currently it is a dangerous intersection that our family travels at least 4 times a day. We support the proposed changes for better traffic flow. Today it usually takes me sitting at the light at least twice to get through. Because of this drivers are running red lights to make it through causing a dangerous situation and delays in the next traffic to start moving. Would like to see the bulk of the construction be done in the summer when school is out. **PLEASE VOTE YES TO APPROVE!!**

Comment #7: Yes, I'm for the R (right) turn lane proposal; but, not until the right turn lane is reinstated from Ireland Grove Road south onto Towanda Barnes Rd. Also, move the utility boxes, on the NW (northwest) corner of the intersection, can't see to the N (north) when trying to turn south onto Towanda Barnes from Ireland Grove Road. "Get 'er done"!!

Comment #8: We saw these email addresses from the public meeting announcement for Wed, Sep 13th. Since Ireland Grove is clearly getting busier in that stretch, we would like to draw your attention to the intersection with Streid. We have had to use this intersection daily, for several years now, on way to work. When waiting to turn left from Streid onto Ireland Grove, traffic coming from further right is hidden by the bend. This makes it more hazardous than any of the other intersections there. We would like to know of any plans you have to ease that situation, rather than make a suggestion at this time. We would have liked to discuss, but do not know if the scheduled meeting will have time to spare for this. Do let us know your thoughts.

Comment #9: Unfortunately, I cannot make this evenings meeting. However, I can attest, coming from the Grove subdivision headed West towards State Farm on Ireland Grove Road, there are often wait times of 15-20 minutes to get through the stop light. There is an enormous need for this intersection to be widened to handle more traffic east/west on Ireland Grove Road.

Comment #10: Hello! I am very excited to see the conversation taking place about the intersection of Towanda Barnes Rd and Ireland Grove Rd. I am unfortunately unable to attend the meeting next Wednesday, as I teach Religious Ed at St Pat's and that is the first night that we have class.

I have lived out here in the Grove, on Longfield Rd for over 3 years. I moved out here to be close to Benjamin Elementary school, to be certain that my children wouldn't be redistricted as they could in a neighborhood that is further from the school (I used to live in Eagle Crest East). The Grove has grown significantly in the past three years. The section of the neighborhood behind the school has even added two streets! Our neighbors are raising families, going to work, volunteering the community and paying taxes. They should NOT have to sit in traffic on Ireland Grove road through three lights every morning, to get across Towanda Barnes!

Since the school times have changed (at the beginning of the 2016-2017 school year), the time that parents and buses are dropping off at Benjamin Elementary and Cornerstone Christian Academy overlap with the time many adults are heading out to work. This has created a LOT more traffic on Ireland Grove Rd between 7:30 and 8am then there ever used to be. It doesn't help that people are in a hurry in the morning: I have driven by several car accidents at that intersection. No wonder Unit 5 has so many late buses! The intersection backs up around 2:30-2:45pm as well, but there isn't nearly as much volume as in the morning.

My suggestions for the intersection are as follows:

1. Add a right hand turn lane coming from Ireland Grove Rd westbound, onto Towanda Barnes Rd northbound.
2. Upgrade the timers on the lights. (For example, the green light should be longer from 3:30-5:30 for the folks coming to the intersection from State Farm corporate south. That same green light should not be 2 minutes long at 9am!)
3. If people could walk or ride their bikes, there would be fewer cars on the roads. Connecting the Grove to Corporate South via bike path would be the way to go, especially since the Streid Dr section of the Constitution Trail is so close! Maybe now is the time to add a bike lane/trail, crosswalks and signals! Think of the future!!!

Please email me with any further questions. Have a nice day!

Thank you for your time and for your consideration.

Comment #11: Last year it was decided to make south bound Towanda Barnes turning onto Ireland Grove a non-stop right turn. Why is it that anything that is needed to help State Farm traffic okay without considering everyone else? Think about residents who live along these roads also. I don't know what is planned but it will affect residents in Dunraven Subdivision, Kate Kids, Subway, Surgery Center, El Toro and golf course. It is hard enough now to get onto Ireland Grove now. We are lucky that the stoplight gives a little break, so we can get onto Road. Why does Ireland Grove have a 55 speed limit; while Route 9, Fort Jesse, and GE Road have a Speed limit of 45mph to Towanda Barnes?

Comment #12: I live in the Grove subdivision and have to turn right from Ireland Grove on to Towanda Barnes every morning. The wait time in the mornings can be anywhere between 5-10 minutes when I leave for work at 7:30AM Monday-Friday. It would be extremely beneficial for there to be a right turn lane as many others are also turning right but get stuck behind those going straight west on Ireland Grove. Thank you.

Comment #13: Yes, this needs to happen ASAP. This would save many accidents that occur on a weekly/monthly basis especially since the city is expanding in that direction. Thank you.

Comment #14: Please see the attached, public comments regarding the public meeting on Wednesday, September 13, 2017 regarding the proposed improvements to Towanda Barnes Road and Ireland Grove Road Intersection. Thank you for your consideration.

Add street lights on Ireland Grove Rd on the East side once you cross Towanda Barnes. There are no street lights until you travel at least one mile on Ireland Grove Rd. This is dangerous as there are narrow streets, dips on the side of the road and a minimal hill that makes it hard to see oncoming cars in the opposite direction when dark.

Comment #15: I am concerned about the "Proposed improvements include a free-flow right turn lane on southbound Towanda Barnes Road, additional right turn lanes on Ireland Grove Road for the approaches to Towanda Barnes Road..."

If the free-flow right turn lane on southbound Towanda Barnes Road is constructed, then you will be moving the traffic congestion farther west, creating more traffic concerns on Ireland Grove intersections of: Oakland Ave & Streid Road. Congestion will also be with the roads from Old Farm Lakes and White Eagle subdivision: Bay View Ln, Bear Creek Dr, Ballyshannon Dr, Shaunessey Dr, Stonebrook Ct, and Dover Rd.

I am very familiar with the Streid Road intersection with Ireland Grove, from about 7:00am until 8:30am, the traffic westbound on Ireland Grove, make it very, very difficult to turn left (eastbound) from Streid Rd onto Ireland Grove. With the speed limit of 55 changing to 45 at Streid Road, unfortunately many drivers are drastically exceeding the speed limit which makes a left turn from Streid Road even more difficult. Currently with the lights at Towanda Barnes and Ireland Grove Rd, the timing allows some break in the flow of traffic. However, my concern is, if there is no “break in the action”, then it will be almost impossible to turn onto westbound Ireland Grove from Streid.

If you proceed to put a free-flow right turn lane, then you need to look farther west on Ireland Grove to provide safer intersections at Streid Rd and farther west. You need to look at putting traffic signal lights at the Streid & Ireland Grove intersection, and/or better signage, and caution lights.

Again, changes to Towanda Barnes & Ireland Grove Road intersection will have dire consequences of more accidents and congestion farther west, especially at the Streid Rd & Ireland Grove intersection.

Comment #16: I am unable to attend the September 13th meeting and want to provide comments on the proposed improvements. I have also attached the comment form PDF file.

I support adding an additional, dedicated right turn lane from Ireland Grove to TB (Towanda Barnes) southbound. I support adding an additional dedicated right turn lane from TB (Towanda Barnes) Southbound to Ireland Grove westbound. I believe the traffic load at peak times supports this proposal. Additionally, I'd ask that light timing for Towanda Barnes be addressed to keep traffic flowing. Currently traffic leaving a green light and driving the speed limit, get to the next intersection in time to hit a yellow or red light, which impedes the flow of traffic.

I support the proposed changes including a free-flow right turn lane on southbound Towanda Barnes Road, and additional right turn lanes on Ireland Grove Road for the approaches to Towanda Barnes Road, along with other geometric, drainage and signal improvements. As a commuter who uses these roads each day, I feel this would provide a much needed improvement for the intersection as traffic has increased quite a bit.

I also would like to ask that as signal improvements are considered, please look into light timing. As a frequent driver on Towanda Barnes, I find that I often leave a green light, only to arrive at the next intersection as the light turns yellow or red. Thank you for your time.

Comment #17: I cannot attend the open house meeting next week, but I'd like to share thoughts about the improvements on the Towanda Barnes Ireland Grove intersection. The additional right turn lane on southbound Towanda would greatly help the flow especially during rush hour. Additional turn lanes on Ireland Grove would also be helpful. I hope this project is completed soon. It would be a welcomed improvement.

Comment #18: I'm pleased to hear there is consideration to improve the right hand turning options at this intersection. This is definitely needed for westbound traffic on Ireland Grove Rd (Coming from the Grove subdivision) and for southbound traffic on Towanda Barnes. The last improvement included lane changes, which I believe greatly improved east bound traffic flow (two left hand turning lanes) on Ireland Grove Rd. I am hopeful this next change will be just as advantageous.

Comment #19: Hi! I am absolutely in favor of the proposed improvements to the Towanda Barnes & Ireland Grove intersection. You did a great job when you created 2 left turn lanes from Ireland Grove to Towanda Barnes. THANK YOU (that was previously awful!), and the other improvements will be a great addition. I use this intersection approximately 10-12 times a week, despite living in Normal. Thank you for making improvements! Can't wait!!

Comment #20: Hi. I was not able to make the meeting last night about the future plans for the Towanda Barnes / Ireland Grove intersection. I have lived in the Charterwood Farms subdivision, which is south of said intersection for 25 years. In this time, I have seen many improvements, especially with the widening of Towanda Barnes Road. However, one "improvement" that was made in effect took the right turn lane away (turning south on Towanda Barnes from eastbound Ireland Grove). For those of us who live to the south, this was not an improvement. I realize it was done to help the after work traffic. However, there looks to be plenty of room to widen the lane to once again have a bit more room for those turning right. So, I am requesting that this be part of the discussion at the Oct 3 meeting.

Comment #21: Unfortunately I can't make the date, but did want to pass along a suggestion. I travel the road daily and at different times. I know going southbound in the morning can get backed up due to everyone turning west, but I don't think it is enough to warrant a new turn lane being built. As an alternative, making these two changes would be a big help.

1. Add a signal to the southwest corner (for southbound traffic) that includes a turn arrow that can be green when eastbound traffic signal is green.
2. Make the right southbound lane right turn only at that intersection (must be done in combination with #1 to be effective).

The right lane is basically used as turn only today except for the random car, so this should have very little impact on southbound traffic. This doesn't solve the issues of westbound traffic, but I think would solve southbound issues for a low cost compared to expanding to an additional lane. Thanks.

Comment #22: I reside on Rachel Ct, Bloomington. For the past fourteen years I have been an IT consultant and each day I travel throughout central & east central Illinois. When I leave my residence I head either to Route 9 or Route 150, depending on my work for the day, both by way of Ireland Grove and Towanda Barnes. I would love to see improvements made to the intersection of Towanda Barnes and Ireland Grove Road. I may not be able to attend the meeting this week as I will be out of town for work, but I wanted to email nonetheless.

The intersection – particularly turning west onto Ireland Grove when you're heading south on Towanda Barnes can be maddening if it is hit during peak usage times. A dedicated turn lane or easy-turn-merge curve would be a significant benefit. Plus, a wide enough easy-flow curve would negate the need to relocate all those telecommunications & turn signal relay boxes on the NW corner of that intersection, quite close to the road.

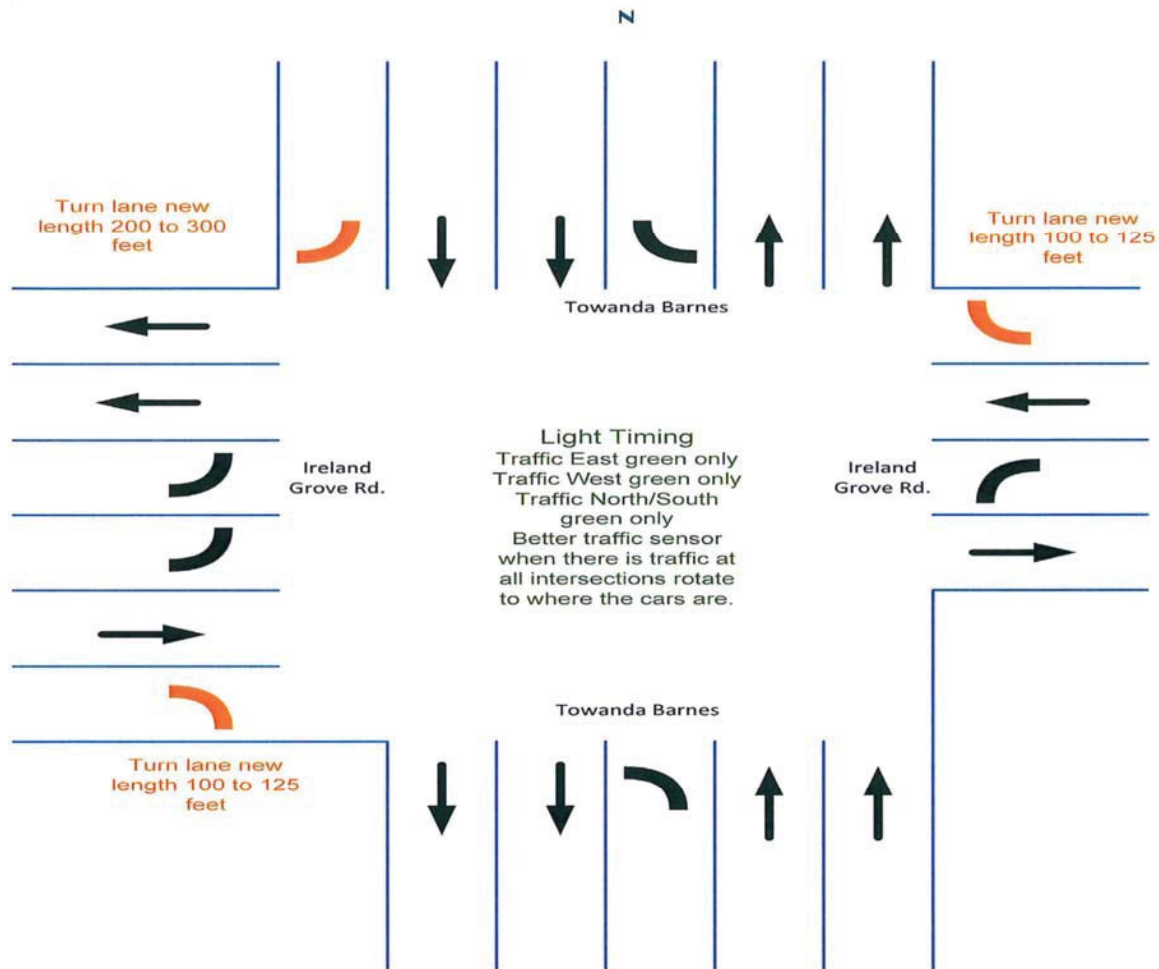
Furthermore, I would love to see a stoplight at the intersection of Ireland Grove Road and Streid Drive, where for four hours a day it becomes practically unusable. If you're heading south on Streid and attempting to turn east onto Ireland Grove it's a crapshoot of being able to during the morning and evening commute hours.

Additionally, it would seem to make sense to consider possibly relocating part of Abraham Road, near Streid & Ireland Grove, and make Abraham run directly into Streid and a 4-way stoplight be installed. As traffic needs grow on that south side by the school there, making Abraham a more direct route (and making it more driver-friendly) with a stoplight & relocating it to line up into Streid & Ireland Grove head-on might be worth researching, albeit likely difficult.

Lastly, I am pleased to hear that it sounds like Hershey will finally be extended down to 150, is that correct? Excited for that to happen.

In closing though, I would like to reiterate my desire for the intersection of Towanda Barnes & Ireland Grove Road to be improved.

Comment #23:



Comment #24: I have to admit I have mixed feelings about this project. On the positive side, the improvements could contribute to improving the efficiency and safety of the intersection. I live in the Groves of Kickapoo Creek Subdivision. I pass through the intersection often twice or more per day to go to work and other activities. I see long lines of cars waiting to go north on Towanda Barnes from either direction of Ireland Grove, and the morning line of cars coming south on T-B (Towanda Barnes) waiting to turn west on I-G (Ireland Grove). All of this waiting and idling wastes gas and pollutes the air. I have also witnessed accidents and near accidents. I am aware of at least one death at the intersection since we moved to the Grove in 2011. I have seen people,

impatient from waiting at the intersection do very stupid things, like passing traffic on the left waiting to go straight on I-G to turn right in front of the waiting string of cars!!

On the negative side, the City of Bloomington has many financial challenges. Would their share of the project be better spent to pay down the pension deficits, or improve other roads that are traveled by more residents? For example, GE Road from Veterans Parkway to T-B may be structurally sound, but is awful to travel due to the tilting slabs of concrete. The wear and tear contributes to increased maintenance expenses for residents and the city (city vehicles). There are other examples too.

Bottom line, I defer to the professional engineers from Bloomington and McLean County to make the decision. If the expense to do this project is warranted to improve the safety and efficiency of the intersection for a sufficient number of residents, then I support the project. Otherwise, if this is only a project to address concerns of a minimal number of vocal residents, then I do not.

**MINUTES
BLOOMINGTON TRANSPORTATION COMMISSION
REGULAR MEETING
TUESDAY, NOVEMBER 28, 2017 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET
BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Ms. Angela Ballantini, Ms. Jill Blair, Ms. Katherine Browne, Mr. Michael Gorman, Ms. Elizabeth Kooba, Ms. Kelly Rumley

MEMBERS ABSENT: Ms. Maureen (Reenie) Bradley

OTHERS PRESENT: Mr. Steve Rasmussen, Acting City Manager; Mr. George Boyle, City Attorney; Mr. Jim Karch, Director of Public Works; Mr. Philip Allyn, City Traffic Engineer; Mr. Austin Grammer, City Economic Development Coordinator; Mr. Eric Schmitt, McLean County Administrative Services Director; Mr. Jerry Stokes, McLean County Engineer

1. CALL TO ORDER: Mr. Gorman called the meeting to order at 4:00 pm.

2. ROLL CALL: Mr. Allyn called the roll. With six members in attendance, a quorum was established.

3. PUBLIC COMMENT:

Mr. Phil Reynolds, Old Town Township Roadway Supervisor, addressed the Commission. Traffic is increasing on TR 2100E and TR 1300N (Oakland Ave.) as residents of the subdivision avoid Ireland Grove Road increasing maintenance work required on their roads. Mr. Reynolds isn't sure whether the intersection changes will result in more people using Ireland Grove Road and fewer using the Township's roads. Mr. Reynolds would like to see the Transportation Commission be included in future development discussions on the east side to help minimize impacts to the Township.

Mr. Dick Biggs, resident of the White Eagle Subdivision, addressed the Commission regarding the Ireland Grove/Towanda Barnes intersection and the Ireland Grove/Streid intersection. Mr. Biggs supports the proposed improvements at Towanda Barnes with one concern: he is concerned about the effect on the intersection at Streid Drive. Mr. Biggs is a longtime resident of this immediate area and has watched the growth occur over the years and understands the future growth potential. Mr. Biggs often travels east on Ireland Grove to Benjamin Elementary and previously avoided the intersection by taking a significantly longer alternate route during bad weather, but after being in a crash recently, now uses this alternate route exclusively. A second crash occurred 3 weeks later resulting in several injuries. The intersection has several factors that make it difficult, including speeds and small gaps on Ireland Grove, sun glare in the morning, sight distance around other vehicles using the intersection, crossing multiple lanes, the curve to the east, and other factors. Concerns are documented in the Commission's packet in Items 8, 15 and 22 on pages B-69 through B-75.

4. MINUTES: Reviewed the minutes of the October 17, 2017 regular meeting of the Bloomington Transportation Commission.

5. REGULAR AGENDA

- A. TC-2017-02 – Consideration of a recommendation to City Staff to include intersection modifications at Fairway Drive and Empire Street (IL Route 9) with the resurfacing of Fairway Drive as part of the planned FY2019 Resurfacing Plan.**

Mr. Allyn introduced the intersection at Fairway Drive and Empire Street. The intersection of the frontage road is currently very close to Empire Street resulting in extremely short lanes between Empire and the frontage road as well as a full lane-width job in the through lanes across the frontage road intersection. This creates some safety issues with people turning at the frontage road intersection as well as people traveling southbound on Fairway who have to negotiate the lane shift.

The City hired a consultant to study the intersection and develop some options to improve the operations and safety. The study includes the following recommendations: install a raised median on the north leg from Empire to north of the frontage road creating right-in-right-out access to/from the frontage roads similar to the south leg of the intersection; lanes on the north leg would be reduced to a left turn lane and through-right lane, each of more adequate length; south of Empire the lane configuration stays the same, but has some minor alignment changes; spot sidewalk improvements are proposed to be added south of Empire to provide better connectivity to existing sidewalks and cross walks; bike lanes are proposed for both northbound and southbound as recommended in the City Bicycle Master Plan.

The changes are proposed to be completed as part of the FY2019 Resurfacing work on Fairway scheduled to be completed in 2018 from north of Robinhood to a yet to be determined point south of Washington.

The Study has been submitted to IDOT, who was in favor of the proposed changes and indicated approval to move forward.

Due to the changes in access, especially to the north frontage road, Staff recommends having a Public Open House to discuss the project with the area stakeholders. Comments received at the Open House would be incorporated into the design if appropriate. If significant negative feedback is received, the project can return to the Commission for direction.

Mr. Gorman indicated that during a ride-along with a police officer, the officer indicated that drivers at this intersection are required to stop prior to the frontage road and not block the intersection. He inquired what the requirements would be with the new frontage road configuration. Mr. Allyn indicated that the stop signs on Fairway at the frontage roads would be removed, with the longer turn lanes. This would essentially result in the frontage roads functioning similarly to an entrance in the middle of a turn lane in which drivers on the frontage roads would yield to drivers on Fairway. Mr. Gorman suggested this as an education component at the Open House.

Mr. Gorman asked why there was no cross walk across the east leg of Empire. Mr. Allyn indicated that the improvements focused on connecting the existing pedestrian facilities, which currently cross only on the west side of Fairway. In addition, there is only sidewalk to the north on the west side of Fairway to which to connect. Mr. Gorman asked if sidewalk could be added to the west side along with additional cross walks across the east leg of Empire and the north leg of Fairway. Mr. Allyn indicated that this could be considered as part of the potential future larger project reconstructing Robinhood and Fairway into a roundabout. There is restricted Right-of-Way as well as utility and drainage conflicts on the east between Empire and Robinhood that will make installing sidewalk through this area significantly more expensive and difficult to construct. Mr. Karch added that there are differences between Gap Sidewalk work (filling in large sections without existing sidewalk) and Sidewalk Maintenance work. This requested addition would be Gap Sidewalk work. We only have City funding currently to complete maintenance work with one small Gap project each year and there are many locations in the community where Gap sidewalks are really needed. Staff will take this location under consideration.

Mr. Gorman indicated that his inquiry on incorporating the sidewalk stems from the City's Complete Streets Ordinance and the fact that this work is proposed as part of a resurfacing project and therefore all modes will be taken into full consideration. Mr. Allyn indicated that all modes are being accommodated with the addition of bike lanes for bicycle users, since pedestrians are already currently accommodated

along the roadway via the sidewalk on the west side. In fact the proposed sidewalk to be added around Empire will increase the mobility of pedestrians even further. Mr. Gorman requested that a cost estimate be completed to construct sidewalk along the east side of Fairway between Empire and Robinhood to be brought back to the Commission for consideration.

Ms. Blair inquired if it was known how far into the future the roundabout option would be completed. Mr. Allyn indicated that there is currently no plan or budget to move forward with the roundabout option. It was suggested as something that could be done in the future to assist with access between the frontage roads and Empire since it would allow an easier U-turn at Robinhood, however the scope of work required for its construction would exceed what could be accomplished as part of the resurfacing project and the funding that is currently available. Staff will be monitoring the U-turns at this location and if problems arise, they will be addressed.

Ms. Rumley inquired about alley access to Harbor Freight. Mr. Allyn indicated that there is alley access at the north end of the Harbor Freight as well as the property immediately to the west. The raised median was purposely planned to stop south of this entrance to maintain access from Fairway to this alley.

Ms. Blair motioned to recommend that City Staff proceed with Public Involvement in the form of a Public Open House, and, pending positive feedback at the Open House, proceed with including the proposed modifications into the FY2019 resurfacing work. If significant negative feedback is received at the open house, modifications to the project will be evaluated for potential implementation prior to moving forward. Ms. Browne seconded the motion. The motion was approved by the Transportation Commission by a vote of 6-0 with the following votes cast: Ms. Ballantini – yes, Ms. Blair – yes, Ms. Browne – yes, Mr. Gorman – yes, Ms. Kooba – yes, Ms. Rumley – yes.

B. TC-2017-03 – Consideration of a recommendation to City Council concerning a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road.

Mr. Allyn indicated the project began in 2014 as a joint project between the City and McLean County, with the County as the lead agency. Mr. Allyn introduced Mr. Jerry Stokes, County Engineer. Mr. Stokes gave a brief presentation on the history and current status of the project. There has been significant development (3,400 residences) along Towanda Barnes north of Route 9 (Empire) in the last 15 years. Much of this new development utilizes Towanda Barnes and Ireland Grove to access State Farm, Benjamin Elementary School, and Evans Junior High School creating significant backups to southbound Towanda Barnes (specifically right turning) in the morning hours and Ireland Grove in the evening hours. Design team developed idea to construct the southbound free-flow right turn lane to alleviate the congestion and approached IDOT about completing an interim Intersection Design Study based on a 10-year design rather than the typical 20-year design to construct just the free flow right. In addition, the west leg would be re-marked to provide a dual left turn lane and single through-right lane to help alleviate the Ireland Grove eastbound left turn congestion. Accident data was reviewed: in the past 5 years, there have been 36 crashes, including one fatality. This location is the highest crash history on the County Highway system, similar to the number seen at IL Route 9 and three times the number seen at other City-County intersections on Towanda Barnes.

Between 2014 and 2016, Unit 5 changed their school start times, condensing additional traffic into the peak hours and the Grove subdivision continued to develop resulting in traffic continuing to increase dramatically on the north, east, and west legs. In order to get approval IDOT of the IDS, updated traffic counts were obtained. These new counts showed that additional lanes were needed on both the east and west legs and IDOT required a full 20-year design rather than the interim 10-year design if State MFT funds were to be used for the project.

In addition to the congestion problems at the intersection, there are several other issues. To avoid backups, traffic cuts through the private, frontage road southwest of the intersection. Traffic also has been avoiding the intersection by traveling north from the Grove and Benjamin Elementary and Cornerstone Academy on Township Road 2100E which cannot adequately handle the increase in traffic resulting in failing pavement and unsafe curves and lane widths.

Other potential alternates have been considered. Conversations have been had with the schools to change their start times to move school traffic out of the commuter traffic peak, but this was not feasible due to the school bus staggered schedule needed for the District. The signal times have been tweaked to maximize efficiency, but isn't enough to solve the congestion without additional lanes.

Two options are presented for discussion: First, build the full IDOT approved intersection with 50/50 split between City and County as recommended by Staff. This would cost the City approximately \$900,000 in MFT funds. The second option is to use general funds (if they can be made available) rather than MFT funds. This would remove IDOT's requirement for all of the proposed improvements to be constructed. Instead, the free-flow right alone would be built under the 50/50 split with a City cost of approximately \$250,000. This would reduce the southbound congestion on the north leg. However, the congestion on the east leg would remain and traffic would likely continue to bypass the intersection utilizing TR 2100E.

Mr. Allyn reminded everyone that this intersection is one of the County's highest priorities and has one of the highest numbers of crashes on the County's Highway system. When the intersection is compared to other intersections within the City's roadway system, it ranks 117 out of 1,314 intersections with a recorded crash, which puts it in the top 9% when ranked by crashes per million vehicles. When ranked by number of crashes, it falls at 62 out of 1,314, which is in the top 5%. When you remove intersections on a State Route and look at just City or City/County/Town intersections, this intersection ranks 10th overall.

Mr. Allyn mentioned this is the only major intersection on Towanda Barnes without a southbound right turn lane. There is a lot of other information available in the meeting packet. Mr. Allyn indicated that the Staff recommendation was to do the MFT funded, IDOT approved project and explained the requirements for using MFT funds and typical projects in which they are generally most efficiently used. Mr. Allyn indicated that the requested \$900,000 in MFT funds is for the City's portion of the construction cost, as well as amounts for utility relocation, ROW acquisition, and a small remainder of the initial design engineering. The total construction cost is estimated to be \$1.6 million, which compares to \$7.3 million for the Towanda Barnes & Raab intersection.

Ms. Kooba expressed concerns about speeding and asked how this project addresses the speeding and related safety concerns. Mr. Allyn indicated that speeding is hard to solve with an intersection project. One method to control speeding is to increase enforcement, however, it's not practical to continuously have a police presence. In general, the easiest way is to provide traffic calming in the form of creating an urban environment with curb and gutter, buildings, trees along the road and other features that create a feeling of a tighter space. This naturally slows drivers down. A rural section with wide shoulders and open ditches surrounded by open fields creates a feeling of openness that makes drivers feel safer at higher speeds. When looking at Towanda Barnes specifically, it's a major thoroughfare for the east side of Bloomington whose purpose is to convey larger amounts of traffic from the north side to the south side and vice-versa. Speeding primarily happens between intersections. Since this project is limited to the intersection itself, there isn't really the ability to directly impact the speeding before or after the intersection. The purpose of the project is to reduce congestion at the intersection and address safety issues related to a poorly functioning and over capacity intersection. There may be some positive side effects on speeding realized. Namely, if drivers do not have to wait 5-10 minutes to get through the intersection, they hopefully will be less likely to speed once they are through the intersection in an attempt to make-up time.

Ms. Blair asked if any traffic analysis was completed with Vale Church relocating to Ireland Grove to the west of this intersection. Mr. Karch indicated that while traffic impact analysis is typically required for a new development, there was not a formal analysis completed for the Vale relocation. Since the property use (church) has its peak times on Sunday mornings which do not overlap with the busy times on Ireland Grove, and because Ireland Grove's five current lanes at that location provide plenty of capacity, it is unlikely to have any negative traffic impacts to the City's infrastructure.

Ms. Ballantini indicated that capital improvements are typically easy to fund initially. What is the plan for future maintenance? Mr. Allyn indicated that Ireland Grove is currently maintained by the City and Towanda Barnes is currently maintained by the County. This will continue in the future.

Mr. Gorman asked if a roundabout would be a better alternative for this intersection rather than expanding it in its currently form and inquired if a roundabout was considered. Mr. Allyn indicated that the initial driver for the project was the southbound right turn lane and the eastbound left (improved with the marking change to dual left turn lanes) and the focus was placed there on completing a smaller, interim improvement. At that time, it wasn't feasible to reconstruct the entire intersection as a roundabout to solve the one movement. Roundabouts are a great tool for many locations, but likely not the right solution for this intersection. It would require a dual lane roundabout, which would be more difficult for drivers to "learn" in this area where drivers are not as familiar with them, and the initial risk would be high given the relatively high traffic volumes at the intersection. The best experience comes with starting with single-lane roundabouts in an area to allow drivers to gain familiarity. Mr. Gorman agrees that a dual lane roundabout would be needed based on traffic volume per federal guidelines. Since the Council referring this project to the Commission specifically to review whether the money is being spent wisely, he wants to see an analysis of a roundabout at this location to help determine whether the proposed improvements are the best option. He agrees that there will be a period of changing driver behavior and expectations, but believes that it may potentially be a better long-term solution and would like to at least review it. Ms. Brown indicated that she believes that the speeding issue and learning to use a roundabout are both predicated on driver behavior change and is less convinced by the arguments based on crash data since it's hard to know the causes of the crashes. She believes that the presence of right turn lanes at the other intersections along Towanda Barnes lead to driver expectation for a turn lane at this intersection and the addition of the free-flow right is predictable and would help drivers feel more comfortable.

Ms. Rumley requested asking the Police to increase enforcement in the area for a period of time and monitor the results on speeding. Mr. Stokes indicated that the County Sheriffs do monitor Towanda Barnes as a whole and utilize radar trailers when possible. Mr. Allyn indicated that Staff is working to complete a speed study on Ireland Grove between Streid and Towanda Barnes in the next month or two and will also request additional enforcement by the Police. Mr. Gorman visited the area several weeks ago with the County Board representative for this area and noticed multiple red light running occurrences that appeared to be related to congestion frustration. It was clear that speed and red light running are both problems and additional enforcement would be helpful. However, safety gains due to enforcement are often shorter term gains and an engineered solution is likely needed. He is concerned that with the free-flow right turn lane drivers won't attempt to even slow down, and safety won't be improved, so he is worried to see that configuration in an area with higher speeds and poor driver behavior. Mr. Allyn indicated that the free flow right will have a relatively tight radius that will require drivers to slow down: it's designed for travel speeds around 20 mph, and drivers will not be able to negotiate it at 45 mph. In addition, the free flow right will reduce congestion, reducing rear end and other related crashes.

Mr. Gorman indicated that during his site visit, which was on a Friday, he saw significant back up of at least 2-3 cycles on the east leg, he did not see any vehicles on the north, south, or west legs that took more than one cycle to pass the intersection. Ms. Kooba reaffirmed that as a daily commuter in the area, the backup on Ireland Grove is a regular occurrence. Mr. Allyn indicated that he couldn't speak to Mr.

Gorman's personal experience, but the backups have been well documented both in regular visits by City and County Staff and on video. Mr. Allyn also mentioned one of the contributing factors to the backups on Ireland Grove in the morning is that Unit 5 no longer buses from the west half of the Grove to Benjamin Elementary and more parents are now dropping off at the school. This results in more condensing of traffic into the smaller time period as they no longer leave for work before the busy time.

Mr. Gorman asked about impacts if the motion was delayed a month or two. Mr. Allyn indicated that due to the schools, it would be advantageous for as much of the construction as possible to occur during the summer. To accomplish that, the project would need to be bid early enough to allow construction to start in May. A delay of two or three months would impact that start, a one month delay will probably not. The next Commission Meeting would be in December, meaning it wouldn't go to Council until January.

Ms. Kooba asked about the traffic volumes at the other Towanda Barnes intersections and requested a crash per volume ratio for comparison of the intersections rather than just the crash numbers provided.

Mr. Gorman reiterated the desire for an analysis on roundabout feasibility. Mr. Allyn asked Mr. Karch if the City in the past has had any discussions with our local IDOT District 5 Staff regarding roundabouts. Some Districts are pro-roundabout, some of very anti-roundabout and their opinion will greatly influence whether MFT money would be allowed to be spent on a roundabout at this location. Mr. Karch indicated that District 5 has been resistant to roundabouts and other newer design ideas as they tend to be more conservative in their preferences. Mr. Karch also mentioned that some basic analysis could be completed, but that there is no funding for a larger scale study is available currently. Mr. Allyn indicated that based on those comments, it sounded like general funds would be needed for a roundabout, which wouldn't be prohibitive, but would require additional budget consideration. Mr. Gorman asked for verification that roundabouts typically cost less. Mr. Allyn indicated that it depends entirely on the specifics of the location. For intersections where the choice is a single lane roundabout or installing new signals and multiple turn lanes, the roundabout is usually cheaper. In this location, where there is already traffic signals and five lanes of pavement on three of the four legs, the proposed widening is likely cheaper since the dual lane roundabout will require replacing a significant amount of pavement both within the circle area and to install curving, speed calming approaches.

Ms. Browne requested a summary of points quantifying the expected increase in intersection efficiency and safety with the changes. Mr. Allyn indicated that Staff could run several traffic models comparing before and after conditions and provide that comparison of vehicular delay to show the expected congestion reduction. It would be harder to provide quantitative predictive numbers for the safety component. Ms. Browne would like whatever information would be possible to provide context. She also indicated concern with the distance between the free-flow right merging on Ireland Grove and the potential new signal at Streid Drive. Mr. Allyn indicated that there would be over half a mile of separation, so there should not be any conflicts.

Ms. Rumley also requested information related to the years in which right turn lanes were installed at the Towanda Barnes intersections at Raab, Empire, and GE Road and the crash rates before and after.

Mr. Gorman indicated that there was an apparent consensus to delay a decision until additional requested information was presented to ensure that the right long term solution is obtained given the large amount of money being requested to be spent. The specific information requested was reviewed.

Mr. Gorman asked if the Ireland Grove project will impact Streid Drive. Mr. Allyn indicated that there should not be a noticeable change in volume at the Streid intersection due to the changes at Ireland Grove. Mr. Gorman asked about a change in grouping on vehicles on Ireland Grove and the presence of gaps. Mr. Allyn responded that a large part of the problem at Streid right now is a lack of gaps. Currently, at Ireland Grove, there is a constant queue of vehicles waiting to make the southbound right. Any gaps

created by excess green time on other conflicting movements (northbound left, westbound through) are being filled by vehicles turning red on red from the southbound right. The free-flow right should allow the vehicles to maintain their grouping created at the Oakland signal as they make the southbound right, thereby not filling the gaps at the end of the other movements. There should not be a significant difference at Streid due to the proposed changes at Ireland Grove.

Ms. Blair motioned to delay this discussion until the December Commission meeting to allow staff to gather additional data and information. Ms. Kooba seconded the motion. The motion was approved via unanimous voice vote.

6. OLD BUSINESS: N/A (No Previous Meeting)

7. NEW BUSINESS

A. INFORMATION – Ireland Grove Road and Streid Drive traffic signal improvements.

Mr. Allyn indicated that there have been a number of complaints at this intersection both related to safety and the ability to turn from Streid onto Ireland Grove. Traffic signals have been requested. Staff counted traffic volumes at the intersection and reviewed past crash data. The crash history for the past five years was presented. There has been a history of 1-2 crashes per year except for 2014, when there were no crashes.

Mr. Allyn stated the Manual on Uniform Traffic Control Devices (MUTCD, the federal standard for all things traffic control) provides warrants or guidelines for when traffic signals should be considered. Mr. Allyn proceeded to describe the nine warrants and how they are applied. Warrants 1-3 are based on vehicle volumes, Warrant 4 is based on pedestrian volumes, Warrants 5-9 are based on special conditions (School Crossing, Railroad Crossing, signal coordination, etc.) with Warrant 7 pertaining to crash rate.

Mr. Allyn reviewed the application of each warrant to the Streid Drive intersection. Warrant 1 requires that traffic volumes reach a minimum threshold for at least eight hours during a typical day, it was met for 11 hours. Warrant 2 requires that traffic volumes reach a minimum threshold for at least four hours during a typical day, it was met for seven hours. Warrant 3 requires that traffic volumes reach a minimum threshold for at least one hour during a typical day, it was met for five hours. The volume-based warrants were all met by a significant margin.

Mr. Allyn indicated that there are currently no improvements planned or budgeted for this intersection. Given that signals are warranted by a reasonable amount, Staff worked to identify possible interim solutions with a reasonable cost. One idea that is being pursued is the installation of signal heads on span wires rather than more costly mast arms. This would allow for a cheaper installation that could be modified more easily in the future. Long term plans call for Abraham Road to be realigned to line up with Streid Drive.

Photos were reviewed of an initially temporary installation of span wire signals at a State intersection in Peoria (IL Route 40/Knoxville Ave. and the IL Route 6 Off-Ramp) that has remained in place due to its successful operation. Similar span wire signals will be installed at Streid as a pilot project that, if successful, may become a tool to be used in other similar situations around the City.

The City has a contract with Bodine Electric to assist with signal related work that the City Staff do not have the equipment to complete, such as setting mast arms, boring conduits, etc. The intent is to have Bodine set the poles and anchors and run the span wires. The remaining signal equipment (heads, controller, etc.) will be purchased using funds currently budgeted for equipment replacement. City Electricians would install the remaining equipment and complete the wiring. Both the Bodine contract and the equipment budget have adequate funds remaining to complete this work and still keep a

contingency amount for the rest of the fiscal year. It is currently anticipated that these signals could be online as early as Spring of 2018.

Ms. Blair asked if the signals would always be red-green-yellow or if they could be switched back to stop signs on Streid during the night and other low-volume periods. Mr. Allyn indicated that they would be programmed similar to regular signals where Ireland Grove will have a green signal unless a vehicle is detected on Streid, so there shouldn't be any periods where cars are stopped for a red light on Ireland Grove with no cars on Streid.

Mr. Gorman expressed he is very much in favor of the concept and the solution finding funding is a great proposal from staff. He agreed that with the future realignment of Abraham, it would be a temporary solution and that it doesn't make sense to construct permanent equipment that would need to be replaced. This different, fiscally responsible approach is appreciated.

Mr. Allyn also added that as a pilot project, we are also exploring using some newer signal technology. For example since new signal heads are now LED's that require considerably less power, we are trying to incorporate all low-voltage equipment, which would be safer to install and maintain as well as in the event of a vehicle crash into the equipment. The low-voltage equipment may also allow for potentially incorporating solar panels as the power source. Newer vehicle detection types will also be explored. One concern relates to snow not being able to melt off the lower powered LED heads. Since LED's have become the standard everywhere for new installations, this is something that is an on-going concern at other locations as well. Mr. Karch pointed out that State law requires an intersection to be treated as an all way stop in the event that signals are not visible, and that would be the case at this location as well as others were this to occur. Heads being on spans wires with some movement may also help knock snow off heads before it freezes.

The intersection will be monitored closely to ensure satisfactory performance.

8. ADJOURNMENT: The meeting adjourned at 5:38 pm unanimously by voice vote; motioned by Ms. Kooba and seconded by Ms. Blair.

Respectfully,

Philip Allyn
City Traffic Engineer

**CITY OF BLOOMINGTON
REPORT FOR THE TRANSPORTATION COMMISSION
DECEMBER 19, 2017**

CASE NUMBER:	SUBJECT:	ORIGINATING FROM:
TC-2017-03	Potential Intersection Modifications at Towanda Barnes Rd. & Ireland Grove Rd.	City Council (10/23/2017 Meeting)
REQUEST:	Recommendation to City Council regarding a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road.	

STAFF RECOMMENDATION: Approval

Staff recommends the Transportation Commission pass the following motion recommending:

- A. That City Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road and the Mayor and City Clerk be authorized to execute the necessary documents.**

1. ATTACHMENTS:

- a. Location Map**
- b. Roundabout Alternate Feasibility Summary**
- c. Towanda Barnes Average Daily Traffic Volumes**
- d. Towanda Barnes Intersections Crash Rate Comparison**
- e. Intersection Capacity Comparison - Build versus No-Build**

2. BACKGROUND AND SUPPLEMENTAL INFORMATION:

This item was previously Tabled at the November 28, 2017 Transportation Commission Meeting with a request for additional information. See the packet from that meeting for the previously provided information and project history. The following information was specifically requested:

1. *Would a roundabout be a better overall solution for this intersection?* Roundabouts have many benefits as traffic control devices and are a good fit for many intersections but are not always the best option for every situation. Attached is a summary of the advantages and disadvantages of reconstructing a roundabout at this intersection of Ireland Grove and Towanda Barnes as compared to the currently designed modifications to the signalized intersection. To function adequately, the roundabout will need to be constructed with three lanes and will still need the southbound free-

flow right bypass lane. Note the roundabout's higher construction cost, project delay, additional significant preliminary and design engineering costs, and additional utility relocation needs. It does not appear that a roundabout would be a preferable alternative in this location.

In addition, please see the attached Capacity Comparison Table discussed below. Preliminary Analysis was completed for an assumed two-lane roundabout, with the southbound right turn bypass remaining. With this bypass included, the roundabout appears to function acceptably in the AM peak hour. However, in the PM peak period, the heavy eastbound left turn lane movement does not have enough lanes to serve the volume and effectively overpowers the roundabout by not allowing gaps for the other legs. It appears that a three-lane roundabout would be required, significantly increasing the construction cost and the complexity for drivers.

2. *Can the Police increase enforcement to help control speeding?* The City completed a speed study on Ireland Grove between Streid Drive and Towanda Barnes Road in early December. Two locations were measured. At the first (between Streid and Tullamore), the 85th Percentile Speed (the speed at which 85% of drivers are driving at or below) was determined to be greater than 62 miles per hour with 61% of drivers exceeding 55 mph. At the second location (between Tullamore and Glenbridge), the 85th Percentile Speed was determined to be 61 miles per hour with 45% of drivers exceeding 55 mph. This shows that while drivers are slowing down as they pass the developed area (golf course, Subway, Pony Fields, etc.) and approach the Towanda Barnes intersection, there is still an unusually high violation rate and speeds are high as drivers pass Streid Drive. Engineering Staff met with the Police Department and reviewed the data and the Police will be increasing enforcement in this area via their STEP program. The effects will be monitored moving forward.
3. *What are the traffic volumes at the other intersections on Towanda Barnes and how does the crash rate at Ireland Grove compare when ranked by crashes per volume?* Attached are two Figures:
 - a. See the attached map showing the most recent Average Daily Traffic at various locations along Towanda Barnes (blue) as well as the major cross roads (red), generally collected in 2015. Volumes shown are the total vehicular volume in both directions of travel.
 - b. See the attached table converting the crash numbers for multiple major intersections along Towanda Barnes as provided by the County into Crashes per 1 million vehicles at the intersection. Rates are calculated using the most current ADT information available, generally collected in 2015.
4. *How much more efficient does the intersection become with the proposed modifications?* Rough Capacity Analysis was completed for the AM and PM peak hours for the intersection in its current configuration for both the 2016 counted traffic volumes and the projected 2037 Design Year traffic volumes. These values should generally reflect the current performance, as well as the performance in the 2037 Design Year without any other changes between now and then. These results are

presented in the attached table along with the analysis results for the proposed improvements for the design year. Also included in this table is Preliminary Capacity Analysis for a roundabout option.

5. *Can Staff provide years in which right turn lanes were installed at Towanda Barnes and Raab Road, GE Road, and Empire and the crash rates before and after the changes?* Right turn lanes were added to most of the intersections along Towanda Barnes at the same time the road was widened from 2 lanes to 5 lanes. This widening was accomplished in four County construction projects spread out between 2001 and 2016, starting at the south end at US Route 150 and continuing to north of Raab Road and a widening project along Empire that extended noticeably far to the north and south by the State around 1996. As a result, changes in crash rates due specifically to the addition of right turn lanes cannot be determined for most of the intersections along Towanda Barnes. The exception is at Oakland Avenue where northbound and southbound right turn lanes were added in 2008 along with eastbound and westbound left turn lanes on Oakland and this intersection is thus included. Note that ADT's increased significantly from year to year during this period due to the rapid growth on the east side of Bloomington-Normal and counts were not obtained every year. For comparison sake, the ADT closest to the year in the middle of each crash data range was generally used. In addition, since most of these construction projects spanned multiple years, the accident data ranges do not start exactly with the year of construction in order to eliminate crashes that may have occurred during construction traffic control. Finally, most years between 1996 and 2015 there was a major construction widening and/or pavement reconstruction project going somewhere along Towanda Barnes. The construction traffic control that drivers would have to negotiate is not typical and may skew the crash numbers. Below is the best information available:
 - a. At Oakland, Towanda Barnes was widened from 2 lanes to 5 lanes around 2002, and northbound and southbound right turn lanes and eastbound and westbound left turn lanes were added in 2008. From 2003-2007, there were 9 crashes, or about 0.392 crashes per million vehicles. From 2009-2013, there were 9 crashes, or about 0.379 crashes per million vehicles.
 - b. The intersection at GE Road was upgraded around 2003. Complete crash data is not available for 1998-2002. From 2004-2008, there were 19 crashes, or about 0.795 crashes per million vehicles.
 - c. The intersection at Empire/IL Route 9 was upgraded around 1996. Complete crash data is not available for either 1991-1995, or 1998-2002.
 - d. The Raab Road intersection was just completed in 2016, so post-construction crash data is not available. Complete preconstruction crash data is not readily available since this intersection is located in the Town of Normal.

3. STAFF RECOMMENDATION:

Staff recommends the Transportation Commission pass the following motion recommending:
That City Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully submitted,

Philip Allyn, PE, PTOE
City Traffic Engineer

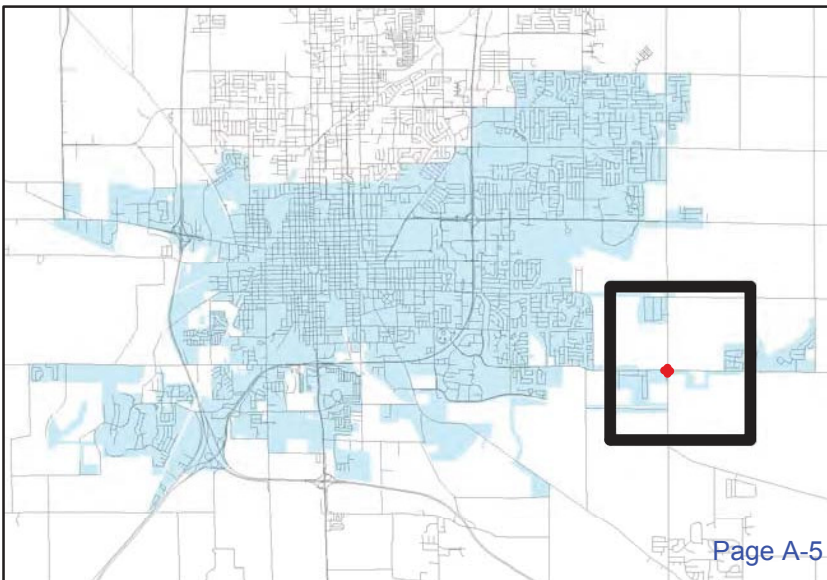
Towanda Barnes Rd @ Ireland Grove Rd



0 750 1,500

Feet

Date: 11/21/2017



Roundabout Feasibility Review

Intersection of Ireland Grove Road and Towanda Barnes Road, Bloomington, IL

Points of Comparison	Intersection As Proposed (Traffic Signals)	Roundabout Intersection
Proposed Improvements	Construction of the following via pavement widening: - Free-flow southbound right turn lane - Eastbound right turn lane - Westbound right turn lane, second through lane, and full length left turn lane - Minor traffic signal modifications	Construction of three-lane roundabout required for satisfactory functionality: - Removal and Replacement of existing pavement for hundreds of feet to the north and south to provide speed control curves and three receiving lanes on the northbound direction of the north leg - Pavement widening on the east leg reduced a couple hundred feet compared to the Signal option - Free-flow southbound right turn bypass lane still required to accommodate southbound right vehicles - Lighting of the intersection and the approaches within the limits of the splitter islands
Vehicle Safety	Proposed improvements will reduce congestion which should improve congestion related safety such as rear-end crashes and reduce red-light running. However, there will be significantly more potential conflict points and higher speeds (and thus severity) within the intersection itself compared to a roundabout.	There will be an initial "learning period" for drivers during which crashes may increase. Three-lane roundabouts are VERY uncommon in the United States. Significantly decreased number of potential conflict points for traffic compared to signalized intersection. Red-light-running will be eliminated, however less severe crashes may increase (lane change and failure to yield sideswipes). Lower speeds at the intersection should decrease crash severity. Studies have shown roundabouts have lower rates of injury crashes. However, while severity should still be lower, a three-lane roundabout should not be expected to have the same crash reduction of a single or dual lane roundabout.
Pedestrian Accommodation	Due to lack of pedestrian need at this time, pedestrian accommodations are not currently included. As the area develops and pedestrian need increases, crosswalks and pedestrian signal equipment can be added with minimal effort and cost.	Due to lack of pedestrian need at this time, pedestrian accommodations would not be included. However, splitter islands would be constructed with depressed curbs at future crosswalk locations to reduce reconstruction. Provide pedestrians and bicyclists refuge when crossing roadway. Pedestrians only have to watch for traffic in one direction at a time.

Roundabout Feasibility Review

Intersection of Ireland Grove Road and Towanda Barnes Road, Bloomington, IL

Points of Comparison	Intersection As Proposed (Traffic Signals)	Roundabout Intersection
Traffic Capacity/Delay	Proposed design is expected to accommodate projected 20 year peak hour traffic volumes. Some traffic will still be required to come to a complete stop at intersection when there is no conflicting traffic causing unnecessary delay during off peak hours.	During off-peak times, delay will be reduced as vehicles will not be required to stop when there is no conflicting traffic. However, dual-lane roundabout will not function during the PM peak times due to the overwhelming eastbound left volumes. Three-lane roundabout required for acceptable operation likely not practical due to cost, increased difficulty in navigation, and reduced safety benefits.
Construction Budget	\$1.6 million - Cost primarily consists of widening and resurfacing the existing pavement, so almost all of the existing pavement will remain in place	\$2.5 million to \$3.5 million - Construction limits to north and south will be extended to provide speed control curves - Due to changes in alignment and cross slopes, pavement removal and replacement will be significantly increased - Lighting required to be added to all four legs for the length of the splitter islands as well as additional lighting at the roundabout - Increased costs for staging and traffic control to keep intersection open to traffic during construction
Design Costs	Construction plans are complete and ready to be advertised for construction bids. No additional preliminary or design engineering costs are anticipated.	All preliminary and design engineering will need to be completed for a new design estimated to be approximately \$150,000 to \$200,000.
Utility Impacts	Minor relocations required (Estimated to cost approximately \$30,000).	In addition to similar minor relocations required for the Signalized option, relocation of the existing transmission pole in the northeast quadrant will be required (Estimated total utility relocations costs of approximately \$150,000)
Construction Staging	Construction would be staged to keep intersection open during construction.	A roundabout would be more difficult and expensive to keep open to traffic during construction than a traditional intersection. Likely not practical to close the intersection due to the heavy commuter volumes on these two arterial roads and lack of close detour route.

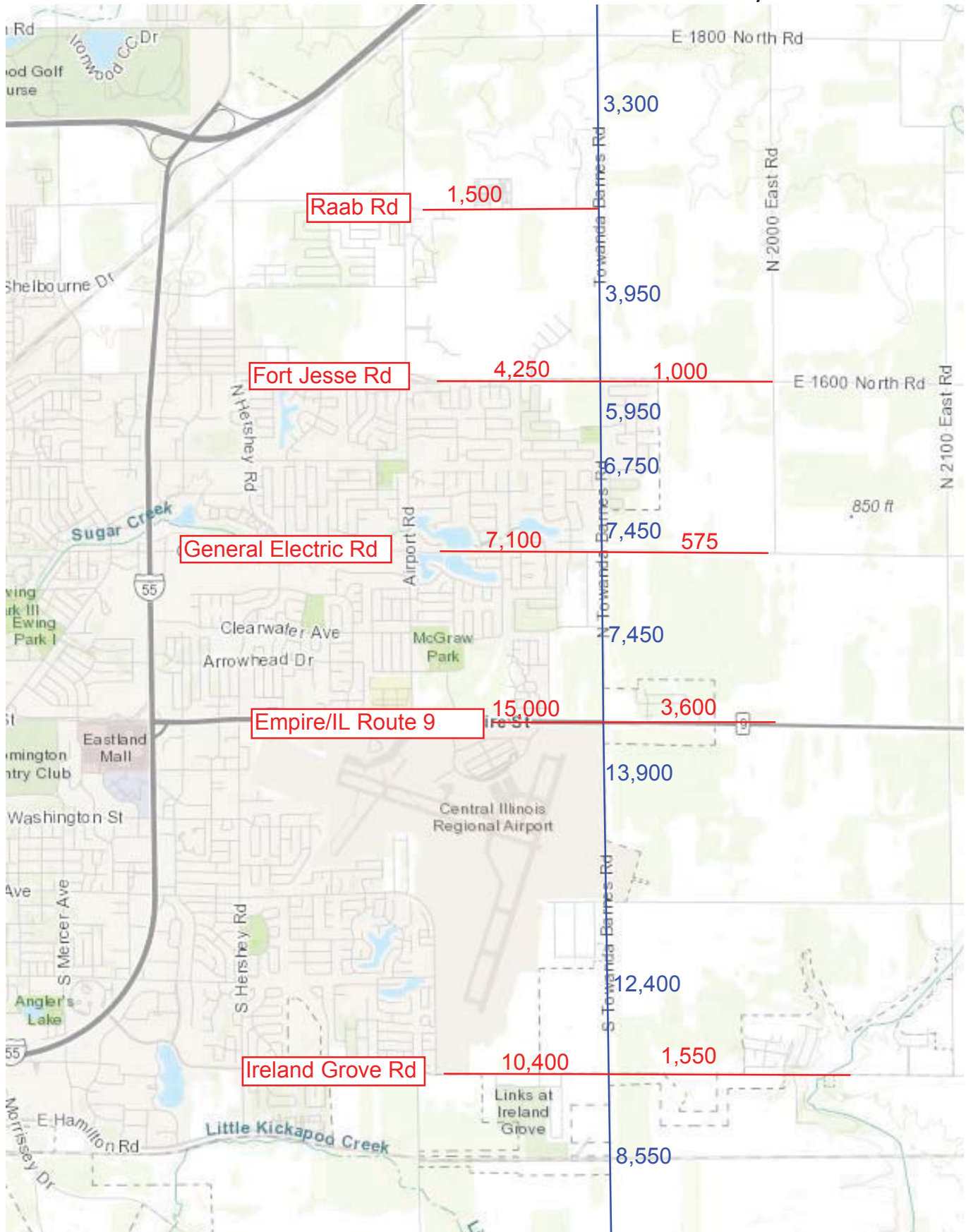
Roundabout Feasibility Review

Intersection of Ireland Grove Road and Towanda Barnes Road, Bloomington, IL

Points of Comparison	Intersection As Proposed (Traffic Signals)	Roundabout Intersection
Construction Schedule	Project is currently targeted for construction during the summer/fall of 2018, pending completion of ROW acquisition and funding authorization by the City and the County.	The project will essentially be re-started from the beginning. Preliminary engineering (Intersection Design Study) will need to be redone and approved by IDOT (if MFT funds are used) and completely new design plans and construction documents will need to be completed. New ROW acquisition documents will need to be completed and negotiations restarted. This process will likely delay construction two years until the summer/fall of 2020.
Right-of Way	A small amount of ROW is needed.	More ROW will be required than the Signal option. ROW needed in the southwest quadrant may impact the viability of that property.
Environmental & Pollution	Increased vehicle idling, starting and stopping will increase noise, fuel consumption and vehicle emissions.	Continual motion of vehicles through the intersection decreases delay, starting and stopping, which decreases fuel consumption and vehicle emissions. Center island presents opportunity for environmentally friendly landscaping.
Public Perception & Awareness	Drivers more familiar with traffic patterns. Very little public education required.	Potentially, aesthetically pleasing landscaping could be added to center island and splitter islands to create a "gateway" into the Bloomington area. Although modern roundabouts are striped and signed to be intuitive to drivers, public education will likely be required, since they are not prevalent in this area, especially with a three-lane roundabout.
Future Costs	Current traffic signal maintenance costs (electricity, etc.) will continue. Other maintenance costs should be similar to those for a roundabout. Future cost to add pedestrian and/or bicycle accommodations should be minor.	Current traffic signal maintenance costs (electricity, etc.) will be eliminated, however costs due to increased roadway lighting will be added. Other maintenance costs should be similar to those for a roundabout. Future cost to add HAWK signals required at each crosswalk when pedestrian accommodations are added will be significant and increase maintenance costs further.

Towanda Barnes Volumes Cross Road Volumes

Agenda Item A Towanda Barnes Daily Traffic Volumes



Agenda Item A

Crash Rate Summary Analysis Towanda Barnes Intersections			
Cross Street	Number of Crashes	Intersection Total ADT	Crash Rate per 1M Vehicles
Raab Road	11	4,250	1.418
Fort Jesse Road	12	7,575	0.868
GE Road	12	11,288	0.583
Empire (IL Rte 9)	36	19,975	0.988
Ireland Grove Road	36	16,450	1.199

Capacity Summary Analysis - AM Peak Hour								
Towanda Barnes & Ireland Grove Intersection								
Movement	NO IMPROVEMENTS 2016 (Existing)		NO IMPROVEMENTS 2036 (Design Year)		PROPOSED IMPROVEMENTS 2036 (Design Year)		DUAL-LANE ROUNDABOUT 2036 (Design Year)	
	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS
Eastbound Left	33.1	C	34.0	C	37.3	D		
Eastbound Through	43.6	D	151.5	F	33.2	C		
Eastbound Right					11.5	B		
Eastbound Approach	38.7	D	102.3	F	31.8	C	6.4	A
Westbound Left	25.1	C	25.5	C	31.6	C		
Westbound Through	93.3	F	567.8	F	52.5	D		
Westbound Right					20.9	C		
Westbound Approach	90.9	F	546.2	F	43.5	D	12.3	B
Northbound Left	39.9	D	162.3	F	40.7	D		
Northbound Through	34.4	C	66.0	E	42.1	D		
Northbound Right	34.5	C	66.7	E	42.5	D		
Northbound Approach	36.6	D	105.1	F	41.6	D	12.7	B
Southbound Left	37.2	D	251.2	F	43.2	D		
Southbound Through	180.2	F	444.8	F	43.4	D		
Southbound Right	1,825.2	F	2,967.2	F	43.6	D		
Southbound Approach	1,280.4	F	2,083.8	F	43.3	D	3.0	A
Overall Intersection	519.9	F	923.7	F	40.7	D	8.0	A

Capacity Summary Analysis - PM Peak Hour								
Towanda Barnes & Ireland Grove Intersection								
Movement	NO IMPROVEMENTS 2016 (Existing)		NO IMPROVEMENTS 2036 (Design Year)		PROPOSED IMPROVEMENTS 2036 (Design Year)		DUAL-LANE ROUNDABOUT 2036 (Design Year)	
	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS
Eastbound Left	30.3	C	37.1	D	52.6	D		
Eastbound Through	39.6	D	225.0	F	53.1	D		
Eastbound Right					19.4	B		
Eastbound Approach	34.3	C	130.3	F	41.6	D	170.6	F
Westbound Left	38.5	D	38.8	D	32.2	C		
Westbound Through	47.0	D	265.4	F	32.1	C		
Westbound Right					27.4	C		
Westbound Approach	46.6	D	254.2	F	29.8	C	69.5	F
Northbound Left	55.4	E	164.1	F	29.2	C		
Northbound Through	44.1	D	59.5	E	35.8	D		
Northbound Right	44.2	D	61.0	E	36.4	D		
Northbound Approach	47.6	D	90.1	F	34.1	C	123.6	F
Southbound Left	36.9	D	257.9	F	40.5	D		
Southbound Through	184.2	F	478.6	F	47.8	D		
Southbound Right	189.7	F	488.7	F	47.8	D		
Southbound Approach	167.6	F	441.0	F	45.6	D	10.9	B
Overall Intersection	82.0	F	240.6	F	41.6	D	97.4	F

**MINUTES
BLOOMINGTON TRANSPORTATION COMMISSION
REGULAR MEETING
TUESDAY, DECEMBER 19, 2017 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET
BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Ms. Angela Ballantini, Ms. Jill Blair, Ms. Maureen (Reenie) Bradley, Ms. Katherine Browne, Mr. Michael Gorman

MEMBERS ABSENT: Ms. Elizabeth Kooba, Ms. Kelly Rumley

OTHERS PRESENT: Mr. George Boyle, City Attorney; Mr. Jim Karch, Director of Public Works; Mr. Kevin Kothe, City Engineer, Mr. Philip Allyn, City Traffic Engineer; Mr. William Caisley, McLean County Board Member and Chairman of the County's Transportation Committee, Mr. Eric Schmitt, McLean County Administrative Services Director; Mr. Jerry Stokes, McLean County Engineer, and several members of the public.

1. CALL TO ORDER: Mr. Gorman called the meeting to order at 4:05 pm.

2. ROLL CALL: Mr. Allyn called the roll. With five members in attendance, a quorum was established.

3. PUBLIC COMMENT:

Mr. William Caisley, McLean County Board Member and Chairman of the County's Transportation Committee, spoke regarding the Towanda Barnes Road and Ireland Grove Road Intersection. Mr. Caisley indicated the County's desire to see the project move forward. There are large backups and Towanda Barnes Road is the busiest highway on the County Highway system. There have been a number of crashes, most of which have been low speed crashes due to distractions while drivers are waiting in line at the intersection. There has also been at least one fatality. The intersection congestion diverts traffic onto a private road in an attempt to bypass the intersection, creating unsafe additional left turns from Towanda Barnes onto the private road and from the private road onto Ireland Grove. The County Board would prefer to use MFT funds for their portion of the project. Mr. Jerry Stokes, County Engineer, is present and available if there are any questions for the County.

4. MINUTES: Reviewed and approved the minutes of the October 17, 2017 and November 28, 2017 regular meetings of the Bloomington Transportation Commission. Ms. Blair motioned to approve the minutes of the October 17, 2017 meeting with correction of several minor typos. Ms. Browne seconded the motion. The motion was approved by the Transportation Commission unanimously via voice vote.

Ms. Blair motioned to approve the minutes of the November 28, 2017 meeting with the correction of several minor typos. Ms. Browne seconded the motion. Ms. Bradley indicated that she should be removed from the voting results on each item as she was not present at the November meeting. The motion to approve the minutes with the requested modifications was approved by the Transportation Commission unanimously via voice vote.

5. REGULAR AGENDA

- A. TC-2017-03 – Consideration of a recommendation to City Council concerning a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road.**

Mr. Allyn presented information requested at the previous meeting, starting with the requested results of the roundabout alternate evaluation. Due to the heavy eastbound left turning movement in the PM peaks, a three-lane roundabout would be required. With just a dual-lane roundabout, the constant traffic stream of the eastbound left turns would prevent northbound and westbound vehicles from entering the roundabout, resulting in extremely long delays for these northbound and westbound drivers. To accommodate the heavy southbound right volume, the free-flow right turn bypass lane would still be required. While the traffic signal equipment would be removed, roadway lighting of the circle and the approach legs would be required, resulting in no net change in ongoing maintenance costs due to electricity and equipment maintenance. Since this intersection is in a higher speed area, the limits of the project would be extended noticeably to construct chicanes, (a series of successively tighter alternating curves) on the roundabout approaches to slow traffic before they entered the relatively tight radii in the roundabout itself.

Mr. Allyn reviewed the positive benefits of the roundabout option. Speeds through the intersection would be reduced from 45-65 mph to likely under 30 mph and red-light-running would be eliminated. The lower vehicle speeds and reduced conflict points should noticeably reduce the severity of crashes that do occur. A roundabout will allow relatively continuous flow during off-peak times, providing much more efficient travel for motorists during these times. Finally, due to the location of this intersection and the high volumes of out-of-town traffic coming to Bloomington from the south and east, a roundabout could be landscaped to provide an aesthetically pleasing gateway feature into the community.

Mr. Allyn discussed the disadvantages of the roundabout option. While crash severity should be reduced, due to the complexity of the three-lane roundabout, the number of crashes should not be expected to decrease and may actually increase. Pedestrian accommodations are not planned with the current intersection improvements since there is currently very little, if any, need. However, as the area develops, crosswalks and sidewalk/paths can be added to the traditional intersection with a minimum of cost and effort by painting crosswalks and adding the pedestrian signal equipment to the existing mast arms. With a multi-lane roundabout, HAWK pedestrian signal equipment would be required for each crosswalk amounting to a significant additional construction cost, as well as additional maintenance costs. These would also increase the complexity of navigating the roundabout for motorists and bicyclists. Since there are virtually no acceptable detour routes for a full closure, traffic would need to be maintained through the work area. Due to the entire pavement within the intersection being reconstructed for a roundabout, the work would need to be broken up into many smaller work areas to maintain traffic, reducing efficiency and increasing the difficulty, cost and duration of construction. The proposed intersection widening does not remove the existing pavement, so while the number of lanes might be reduced during construction, there is still adequate room to maintain traffic. Since the design and construction documents for the proposed intersection widening are complete and ready to be bid once Right-of-Way (ROW) acquisition is complete in the near future, construction of the project is anticipated to be ready to begin this summer (2018). However, with the roundabout alternate, the project would essentially start over from the beginning with a new preliminary design, and recreating construction documents. This would result in construction likely being delayed approximately two years. The roundabout alternate would also more significantly impact surrounding properties. ROW would be required in the southeast and southwest quadrants and the ROW required in the northeast quadrant would increase. The ROW required in the southwest quadrant would likely impact the existing private frontage road, potentially impacting the feasibility of development of the parcel. Utility impacts would also be more significant, specifically to the large Ameren transmission line along the east side of Towanda Barnes. The major pole in the northeast quadrant could be avoided with the currently proposal, but would require relocation to construct the roundabout. Total remaining costs for the currently proposed intersection design are estimated at \$1.6 million for construction with an additional \$40,000 to \$60,000 for ROW acquisition and utility relocation. For the roundabout option, construction is estimated to cost between \$2.5 million and \$3.5 million due to the increased project limits and pavement reconstruction;

new Design Engineering will be required for around \$150,000 - 200,000; utility relocation will likely increase to around \$150,000 to relocate the large Ameren transmission pole and Nicor gas mains currently in easements; and ROW acquisition could easily double to over \$50,000 for a total additional cost of \$3 to 4 million.

Mr. Gorman mentioned that he was disappointed that a two-lane roundabout wasn't possible and that three-lanes would be required. If two left turn lanes are sufficient for the traditional intersection, why are three required for the roundabout? Mr. Allyn responded that in the roundabout, there is nothing to force the left turn traffic to stop and let other vehicles use the intersection. In a signalized intersection, even if a vehicle has to wait a cycle or two, there will always eventually be a red light stopping the conflicting movements (in this case the eastbound lefts during the afternoon/evening peaks) that allow the other legs to go. When the roundabout was modeled, it showed a constant stream of eastbound left turn traffic entering the roundabout unopposed. Since the northbound and westbound legs are required to yield to the traffic in the roundabout, they can't enter and end up waiting indefinitely. While there are different specific configurations that could be evaluated in greater detail during the actual design, three lanes around at least a portion of the roundabout would be required.

Mr. Gorman inquired about how traffic projections are determined and whether the Community Development Department and the City's Comprehensive Plan are consulted. Mr. Allyn responded that typically, the actual existing traffic volumes are counted and then a growth factor is applied to arrive at a projected volume for the chosen design year. The growth factor is based on the actual growth that has been experienced in the recent past. Most roads are counted every two to four years by the City, County or IDOT. Shifts in patterns are taken into consideration; for example, we currently ignore the high-growth rates seen prior to 2008, and look at the changes in volumes over the last 5-6 years. If there is a significant new source of traffic that will be established in the near future, then additional traffic volumes are added based on Trip Generation data. Ideally, local data specific to the new generator type will be used. However, when it's not available, the Institute of Transportation Engineers (ITE) has collected data into its *Trip Generation Manual*. Counts of actual traffic volumes created by real developments of all different sizes all across the country are completed and categorized by type: single-family house, apartment, gas station, fast food restaurant, etc. All these counts are then compiled by the type of use and best-fit lines are generated. This allows someone to determine that a certain number of houses could be expected to generate a certain volume of traffic. This expected "new" traffic is added to the existing traffic to project the future traffic volumes. For this project, we counted the number of homes that are expected to be constructed at the Grove in the phases currently underway and estimated the amount of additional traffic they would generate. This was then added to the existing traffic increased at the growth that is currently being seen to project the anticipated traffic volume in the 20-year design period. This is very typical for projects with IDOT involvement. If only local funds were being used, a shorter design year could be considered, or even just the existing traffic. This was the case at the Ireland Grove and Streid Drive intersection we reviewed last month. We looked at the current year traffic to determine if there is a problem right now rather than whether there could be a problem 10 or 20 years from now. In the case of the Towanda Barnes intersection, we know that we have a problem right now. In order to not have to come back and redo the intersection every 5 years and traffic changes, we designed the improvements with the expectation that they will be sufficient for 20 years.

Mr. Gorman mentioned that he is aware of criticisms of the ITE *Trip Generation Manual* and how volumes are derived. For example, studies focus on suburban settings without mass transit options, the "ideal" automobile model. Are there ways that traffic can be reduced at this location, such as can Connect Transit come out there and reduce the number of vehicles to modify the way that the ITE *Trip Generation Manual* would estimate future traffic volumes? Mr. Allyn responded that the ITE Manual is a collection of real live collected data. The number of houses is counted, the number of vehicles entering and leaving is counted and the data is documented. It is collected across the country and averaged out. There will be

some variation from place to place. For example, a subdivision with primarily retired occupants in Florida may generate different numbers than a subdivision in the suburbs of Chicago or LA or in a town in Wyoming. There is variability; however, it is the best approximation available. In this particular case, we could have paid the consultant to do an extensive study counting the cars going to and from the first phase of the Grove and then applied those rates to the homes yet to be constructed in the current phases. However, there are no certainties that those numbers would be any better of a guess of the actual volumes to be seen in 20 years than the ITE rates. It's just another data point. In this case, the only trip generation that was done was for the next phase of the Grove that we knew was under construction and would be occurring. There were not any additional traffic volumes added for any of the other potential development that might occur in to the north, south or west. In response to whether the ITE Trip Generation is valid, which seems to be the ultimate question, it is the industry standard and is the best data available.

Mr. Gorman mentioned that the growth rates seen over the past several decades are valid but are based on an outdated growth pattern that the new Comprehensive Plan discourages. Under the new Comprehensive Plan, is it likely that we will still see the same rates of growth? Mr. Allyn responded that one of the biggest unknowns in Traffic Engineering is what exactly is going to happen over the next 20 years. The current Comprehensive Plan may change again in 10 years. Until we see how the current Comprehensive Plan affects traffic volumes, it's very hard to guess what those impacts will be. It's very possible that things may change in the coming years to be different than how we assume they will be now.

Mr. Allyn addressed other questions and requests for information from the November meeting, reviewing the various exhibits from the agenda packet. The exhibit showing the various Average Daily Traffic volumes along Towanda Barnes Road and each of the major crossroads was reviewed. Volumes are highest between Ireland Grove Road and Empire/Route 9, and decrease as you go further north. When applying the ADT volumes to the number of crashes calculated by the County for the major intersections along Towanda Barnes, Raab Road has the highest rate at 1.418 crashes per million vehicles. However, this intersection was also under significant reconstruction with work zone traffic control during the period analyzed, so it's possible the numbers are skewed. Ignoring Raab, the next highest rate intersection along Towanda Barnes is Ireland Grove at 1.199 crashes per million vehicles, followed by the Empire intersection at 0.988 and Fort Jesse at 0.868.

Mr. Allyn explained Level of Service (LOS) and associated Control Delay as defined by the *Highway Capacity Manual*, a research and data based manual that governs traffic modeling. The LOS is a letter grade A through F that corresponds to each point at which a user's experience gets worse. For example, LOS A corresponds to a driver being impacted very little by an intersection. LOS F corresponds to a failed intersection where drivers have to wait multiple signal cycles to pass through. Each letter is associated with a range of seconds of Control Delay. Control Delay is the additional number of seconds that it takes a user to navigate the traffic control device. If you approach the intersection at 45 mph, and pass through maintaining 45 mph, your delay is zero. If you have to slow down from 45 mph to 5 mph before accelerating back to 45 mph, even though you didn't stop, you still were delayed, maybe 5-10 seconds. If you have to stop for 20 seconds, you have the stop time, plus the slow down and speed back up times, and your delay is maybe 35-40 seconds. The thresholds are based on experience. For example, the change from LOS B to LOS C is 20 seconds, which is about the point at which people start to first feel impatient and may creep forward or start to wonder when the light is going to change. At about 55 seconds (LOS C to LOS D), people start to think maybe there is something wrong with the signal. The typical standard that we try to maintain is a LOS of C for Arterial roadways, with LOS D allowed in extenuating circumstances. Collectors and Local Streets have lower volumes and slower speeds, so the typical accepted minimum LOS is D for those roads.

Mr. Allyn reviewed the Capacity Analysis Comparison Tables. The LOS for the intersection today with no improvements currently ranges between C and F with the worst delays seen on the southbound

movements as can be expected. With the projected 20-year traffic volumes, LOS for many movements drops from C and D to E or F. It's likely that the delays shown over 300 seconds (1,825.2 seconds for example) are examples of the traffic model "breaking" because the delays are high enough that the governing equations are no longer valid. In these cases, while the numbers may not be technically correct, they do represent an extremely long and typically unacceptable delay.

The third group of data shows the expected 20-year results with the proposed improvements. Note the LOS is B, C, or D for all movements with the proposed improvements. While the high number of D's don't meet the desired LOS of C, they are significantly better than even the current conditions.

The final columns show the expected LOS for the roundabout alternate using a two-lane roundabout configuration. While it functions well in the morning since we still have the southbound right turn bypass, it fails in the evening. It can be seen that the westbound, northbound and eastbound legs all have a LOS of F, again due to the eastbound left turning traffic over-powering the roundabout and blocking the south and east legs. The southbound approach is still fairly good since those drivers will be able to enter the roundabout ahead of the eastbound left turns and thus do not get stopped indefinitely.

Mr. Allyn mentioned that after collecting speeding data on Ireland Grove and reviewing it with the Police Department, they would be initiating increased enforcement in January.

Mr. Allyn discussed the review of crash data for the other intersections along Towanda Barnes and how crash rates changed with the addition of right turn lanes. Most of the intersections had right turn lanes added as part of the larger projects widening Towanda Barnes from two lanes to five lanes, so there isn't really comparable data. The one intersection in which the addition of right turn lanes was the dominant modification was at Oakland, where the volumes are noticeably lower than at Ireland Grove. The crash rate dropped from 0.392 before the turn lanes to 0.379 after. Note this rate is already fairly low compared to the other intersections.

Ms. Bradley asked about school buses being able to navigate a three-leg roundabout and which directions would they be traveling. Mr. Allyn indicated he wasn't sure on how the School District routes the buses, but they would be traveling through the roundabout. Buses should have no issues navigating the roundabout, regardless of the number of lanes. Since these are arterial roads, the roundabout would be designed to accommodate semi-trucks, which require more room to turn than a school bus.

Ms. Blair commented on the LOS tables that even with the improvements, there are still a lot of C's and D's, which doesn't seem to be a significant improvement. Would we need to be returning in another 10-15 years for more changes? Mr. Allyn responded that the typical "acceptable" LOS is C or D, and we fall within that range. In addition, the values shown are for the 20-year design period. Immediately after the project is constructed, the LOS should be slightly better. As traffic then grows naturally over time, it could be expected to reach the values in the table. One of the reasons 20 years is the standard design period is because after that amount of time, more involved maintenance work is often beginning to be needed and other modifications, if needed, can be made as part of that work. In addition, the reason the project started only as an initial "interim" 10-year improvement with just the southbound right turn lane was because of the East Side Highway planning that was being completed. As part of that study, a 20-year intersection design was completed with the assumption that the East Side Highway would be completed. This resulted in a significantly larger intersection with multiple through lanes, dual left turn lanes, and dual right turn lanes on all four legs as the "ultimate" intersection. Obviously, this is contingent upon if/when the East Side Highway is completed. Right now Towanda Barnes functions as the major north-south road on the east side of town. Airport Road is blocked by the airport. Hershey is already at capacity, so people travel a little further east to Towanda Barnes to travel north and south. When/if the East Side Highway is ever built, that changes the entire situation at this intersection. Ms. Blair confirmed that we don't want to build the full improvements now, not knowing when that will happen and potentially need

to redo work. Mr. Allyn reiterated that the proposed project should be adequate for the 20-year design period. There is obviously a balancing act between not just building a short-term fix that needs revisited in 5 years and overbuilding because you want to plan for 50. That happened in the past with some of the intersections and roads build 15 years ago during the building boom that now have extra lanes that aren't needed.

Ms. Bradley reiterated that people avoiding the intersection by traveling on the private road and using the Pony entrance is a problem. Are there steps that can be taken to eliminate this such as a "No Thru Traffic" sign? Mr. Allyn indicated that since the road is on private property, the only way to really stop people from using this road is to put up a gate, which we can't do on private property. Signs very likely won't stop someone currently bypassing the intersection illegally. Mr. Gorman believes that there are law-abiding citizens that are just fed-up that would choose to obey the law if there was a sign indicating "No Left Turns" even if it meant the extra delay at the intersection. Ms. Bradley mentioned that there are also people traveling to the Pony fields that would be impacted by the left turn restriction. Mr. Allyn indicated that it's might be possible to restrict the left turns by making the entrance a right-in-right-out with a large channelizing island that would physically restrict left turns. There could be funding issues as well since it's private property and the entrance is on the County Highway. Ms. Bradley reaffirmed that the cut through traffic seems to be a safety problem, but acknowledged that since it is private property, it's the owner responsibility.

Ms. Bradley motioned to recommend that City Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road and the Mayor and City Clerk be authorized to execute the necessary documents. Ms. Ballantini seconded the motion.

Ms. Blair requested verification that Staff was comfortable with the recommendation and asked if there were any reservations. Mr. Allyn indicated he had no reservations about the project and believes that both the proposed improvements and the use of MFT funds for the project are the proper thing to do for this intersection. The proposed improvements alleviate the problems currently occurring at the intersection with a long-term solution while not overbuilding. This project is the right complexity and size matching the most efficient use of MFT funding as opposed to local funds.

Mr. Gorman indicated that his understanding was that before involving IDOT and planning to use MFT funds, the project was smaller and was increased to the current size by IDOT. Mr. Allyn responded that the County and City initially approached IDOT about the project in 2014 to request using MFT funds to alleviate congestions associated with the heavy southbound right and eastbound left turn volumes. At that time, the Intersection Design Study (IDS) for this intersection was just being completed as part of the East Side Highway study as mentioned before. IDOT gave special permission to do a project with a 10-year interim design to help with the current situation, knowing that the ultimate 20-year project would be completed as part of the East Side Highway project. This lead to the preliminary design consisting of just the southbound free-flow right turn lane and changing the lane markings on the west leg to provide an eastbound dual left turn lane. During the IDS approval process in 2016, additional backups on the east leg began to present themselves. In addition, it was becoming apparent that the East Side Highway project was not likely to be completed within the next 20 years. In light of the issues developing on the other legs of the intersection and the anticipated delay of the East Side Highway, IDOT rescinded the permission for an interim 10-year project and required the full 20-year design based on new traffic projections. It is not that they did not allow just the southbound right turn lane at the beginning; it's that they changed their mind half-way through.

Mr. Gorman indicated that he was planning on voting no on this motion. He views the biggest issue and safety concern to be speeding. Certainly there are crashes due to rear ends and such from the congestion, but the bigger problem is the severe crashes resulting from high speeds and this proposal doesn't address the speeding problem. Hopefully, there are additional engineering changes that can be made in the future to help reduce speed at the intersection. Mr. Allyn indicated that there really isn't a way to directly affect speeding half a mile north or south of the intersection by making changes at the intersection. The best solution at this intersection is to allow it to function properly. The speeding issue relates to the overall corridor along Towanda Barnes, which cannot physically be addressed with a project at a single point along the corridor. Mr. Gorman indicated that he understood that the proposed intersection improvements won't affect areas outside the intersection. He stated that he is not concerned with the congestion at the intersection. The problem is speeding along the Towanda Barnes and Ireland Grove corridors. Since this project does not address the speeding issues in the larger overall area, he cannot support the proposed project.

Ms. Bradley stated that she's compelled to vote in favor of the motion. She sees this as a project that is almost completed and needs to be finished. Something needs to be done at this intersection. Engineering cannot replace enforcement and enforcement cannot replace engineering. She is conscious of the speed issue and severity of accidents and is concerned about the traffic volumes. We need to protect those most vulnerable in our community and the location of the school close to this intersection is a concern. We can not go back and change where the schools have already been placed. What we have is an intersection that needs some help before 2020. This is may not be the perfect option, but it should fix a lot of the problem. We can't just wait for the next idea. There will still be a speed problem, and there will still be a need for enforcement, but the proposed project addresses a lot of the problems at the intersection and she will be voting in favor.

Mr. Allyn added that there will be some indirect positive effects on speeding with the proposed improvements. If motorists are not forced to sit for an extremely long period at this intersection, they will be less likely to speed prior to and following the intersection in an effort to "make up" the lost time. This is the same reason why we do not use stop signs at every intersection in a subdivision as a method to control speed. The result of frequent stop signs is that drivers actually drive faster between intersections if they are forced to stop at every one.

Ms. Browne shares Mr. Gorman's concerns about needing to address the speeding and other issues of the intersection. She believes there is a need to change driver behavior as part of the remedy for the intersection. While reviewing the project, it has been impressed upon her that the Commission has not been asked to address problems with human behavior, but to address the engineering. We have been asked to evaluate whether this project makes the intersection the best it can be, not whether it solves every problem. Her initial hesitation on voting in favor of the proposal was having one intersection that is split 50-50 with the County but the larger burden is on the County and non-City roads with traffic diverting to other roads. In addition, she recognizes the concern with speeding as documented in multiple public comments and presentations by various people. However, those issues are not what the Commission has been asked to address and she will be voting on the proposal itself.

The motion was approved by the Transportation Commission by a vote of 4-1 with the following votes cast: Ms. Ballantini – yes, Ms. Blair – yes, Ms. Bradley – yes, Ms. Browne – yes, Mr. Gorman – no.

6. OLD BUSINESS: None

7. NEW BUSINESS: None

8. ADJOURNMENT: The meeting adjourned at 5:08 pm unanimously by voice vote; motioned by Ms. Blair and seconded by Ms. Browne.

Respectfully,

Philip Allyn
City Traffic Engineer