

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
MARCH 10, 2025



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Jeff Jurgens

Sr. Deputy City Manager - Billy Tyus

Deputy City Manager - Sue McLaughlin

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, MARCH 10, 2025, 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Proclamation in Recognition of Kalyani Mudumba, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
 - B. Proclamation in Recognition of Miles J. Simington, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
 - C. Recognition of Board & Commission Appointments, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
- 6. Public Comment**

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

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

 - A. Consideration and Action to Approve the Minutes of the February 10, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$7,096,469.72, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
 - C. Consideration and Action on Approving Appointment to Boards and Commissions, as requested by the Administration Department. (*Recommended Motion: The proposed Appointment be approved.*)

- D. Consideration and Action to Approve a Resolution Approving a Construction Agreement with Norfolk Southern Railway as a Part of the Hamilton Road Project, from Bunn Street to Commerce Parkway, in the Amount of \$5,401,950.40, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)
- E. Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the County of McLean for Use of the City of Bloomington Police Shooting Range Facility, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)
- F. Consideration and Action on a Resolution to Authorize a Change Order to the Meadowbrook Subdivision Improvement Project for a Time Extension to the Contract between the City of Bloomington and George Gildner, Inc. for 182 Days, as requested by the Water Department and the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)
- G. Consideration and Action on a Resolution Approving an Agreement with Robert Beverly DBA Intaglio Composites, a Division of Dream, Inc., for the McGraw Park Sister Cities Garden Seat Wall Caps, in the Amount of \$84,800, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)
- H. Consideration and Action on a Resolution Approving the Second and Third Amendments to an Agreement for Professional Services with Baxter and Woodman, Inc. Regarding Design of Phases 1 and 4 of the East Street Basin Project, Increasing the Total Amount by \$467,800, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action to Approve a Supplemental Resolution to Increase the Local Funding Commitment by \$925,519.84 for the Federally Funded Hamilton Road Extension Construction Project, as requested by the Engineering Department. (Recommended Motion: The proposed Supplemental Resolution be approved.)

8. Regular Agenda

- A. Consideration and Action on Approving the Appointment of Sheila Montney to the McLean County Behavioral Health Coordinating Council, as requested by the Administration Department. (Recommended Motion: The proposed Appointment be approved.) (Presentation by Mayor Mboka Mwilambwe, 3 minutes; and City Council Discussion, 3 minutes.)
- B. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing a Contract with Chemco Systems, Inc. for the Purchase of a Powered Activated Carbon (PAC) System, in an Amount Not to Exceed \$755,132, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.) (Presentation by Ed Andrews, Water Director, 10 minutes; and City Council Discussion, 10 minutes.)
- C. Consideration and Action to Appoint a Mayor Pro Tem for the City of Bloomington, as requested by City Council. (Recommended Motion: I move to appoint _____, to serve, until a new appointment is made by the City Council as the Mayor Pro Tem for the City of Bloomington at those times when the Mayor is

unable to perform his official duties due to an absence from the City or other incapacity.) (Presentation by Mboka Mwilambwe, Mayor, 3 minutes; and City Council Discussion, 3 minutes.)

- D. Presentation of the Fiscal Year 2026 Proposed Budget and Capital Projects, as requested by the Finance Department. *(Recommended Motion: None; Presentation and discussion only.) (Presentation by Scott Rathbun, Finance Director, 50 Minutes; and City Council Discussion, 15 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation in Recognition of Kalyani Mudumba , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Proclamation](#)



Proclamation

In Recognition of Kalyani Mudumba for her Extraordinary Achievements in Carnatic Music

Whereas, Carnatic music, rooted in Indian culture, has transcended boundaries, resonating globally and fostering intercultural collaboration. Its intricate melodies promote unity while serving as a powerful tool for well-being, mindfulness, and cultural connection; and

Whereas, Kalyani Mudumba has demonstrated exceptional talent, dedication, and passion for the art of Carnatic music, enriching the cultural landscape through her efforts; and

Whereas, Kalyani Mudumba has achieved the incredible milestone of winning four world records in Carnatic music, which were set in the Asia Book of Records and the India Book of Records. The first event was titled 'Ashtotthara Shatha Sankeerthana Archana' in 2023 for the Maximum Participants Sung Carnatic Songs in Different Languages, and the second event, 'Sundara Setu,' in 2024 to raise funds for the Statue of Union; and

Whereas, Kalyani Mudumba exemplifies compassion, community service, and cultural preservation through her initiatives. As the Kalyani School of Music founder, she has organized impactful fundraisers over the past decade, including the Sanjeevani event for St. Jude Children's Research Hospital. Her four world records were fundraisers for the Hindu Temple of Bloomington-Normal and the Statue of Union. Additionally, she has supported animal welfare programs, donated to Netra Vidyalaya, a school for blind students, and used music to unite communities for meaningful causes; and

Whereas, Kalyani Mudumba's efforts have enriched the local community of Bloomington by promoting multicultural understanding, creating opportunities for cultural exchange, and encouraging local residents to experience and participate in the timeless tradition of Carnatic music. Her initiatives have strengthened the city's inclusivity and fostered a deeper appreciation for diverse art forms while making a tangible impact on the lives of many; and

Now, Therefore, I, Mboka Mwilambwe, Mayor of Bloomington, Illinois, do hereby extend my heartfelt congratulations to Kalyani Mudumba on her remarkable achievements and for her invaluable contributions to the field of Carnatic music and cultural enrichment.

Let this proclamation serve as a testament to her outstanding dedication and an expression of gratitude from the community for her efforts in preserving and promoting the art of Carnatic music while enriching the cultural fabric of Bloomington.

In Witness Whereof, I have hereunto set my hand and caused the Official Seal of the Town of Bloomington to be affixed this **10th** day of **March, 2025**.

Mboka Mwilambwe

Mboka Mwilambwe
Mayor



Leslie Yocum

Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation in Recognition of Miles J. Simington , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 2B Proclamation](#)



Proclamation

In Recognition of Miles J. Simington

WHEREAS, Miles J. Simington is a native of Bourbonnais, Illinois and a resident of Bloomington for over 9 year where he is an active baseball player since playing T-ball as a 5-year-old; and

WHEREAS, He is a starter on the 2014 United States Specialty Sports Association Youth Baseball International Mondial Hit tournament champion in Nettuno, Italy; and

WHEREAS, He is a 2017 graduate of Normal Community High School where he played baseball, basketball and football, lettering in baseball and football and earning All Big-12 in baseball; and

WHEREAS, He is 2019 graduate of Heartland Community College where he batted .363 with 21 doubles, one triple, seven home runs, 36 RBIs, 37 runs scored, 11 stolen bases and .460 OBP. He was named to the All-Region Team and All Midwest Atlantic Conference, earning a Gold Glove; and

WHEREAS, He is 2020 Purdue Baseball played named to the Academic All-Big Ten and All-Big Ten Baseball Third Team during a COVID-shortened season; and

WHEREAS, He is a 2021 graduate of Purdue University with a degree in Law and Society, where he was selected as an Academic All-Big-Ten member and All-Big Ten Baseball First Team. He was the first player since 2016 with multiple Grand Slams in his career; and

WHEREAS, He is in the 2022 South Alabama Baseball where he majored in Sports Management and led the team with a .383 batting average, 124 total bases, and 53 hits for the season, and 26 multiple-hit games, earning All Sunbelt Conference First Team; and

WHEREAS, Miles became a professional baseball player in 2023, starting his career with the Schaumburg Boomers before signing a contract to play for the Winnipeg (Canada) Goldeyes in the American Association where he it his first professional homerun on July 30, 2023; and

WHEREAS, In 2024, the Goldeyes reached the American Association Miles Wolff Cup Finals. Miles batted .329, had 7 homeruns, 4 triples, league-leading 34 doubles, 119 hits, and a team leading 28 stolen bases. He earned the Manitoba Blue Cross Hardest Working Player award and a position with the winning American Association West All-Star Team; and

WHEREAS, Miles was signed during the summer of 2024 to play in New South Wales Australia for the Canberra Cavalry where his team won the Australian Baseball League. He also led the team with 16 stolen bases. In the playoffs, Miles significantly contributed to his team who was undefeated. He had a .533 batting average, with 8 hits, 6 runs, 6 runs batting in, 3 walks, and 2 stolen bases. He had the winning RBI with a 2-run homer in the Championship game which ended in a score of 5-0, and a total of 3 RBIs.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, on behalf of Bloomington City Council, do hereby, proclaim and recognize Miles J. Simington for his exemplary performance in sports.

Mboka Mwilambwe

Mboka Mwilambwe
Mayor



Leslie Yocum

Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointment is representative of the Council's approval from the February 24, 2025, Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 3B Recognition of Appointments from 022425 Council Meeting](#)



Appointments

Citizens' Beautification Commission:

- **Jackie Young**

Library Board of Trustees:

- **Alok Hoonka**



Appointments

Public Safety & Community Relations Board:

- **Yvett Hernandez**

Welcoming America Commission:

- **Kyle Kapper**



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the February 10, 2025, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Minutes](#)



**MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, FEBRUARY 10, 2025 6:00 P.M.**

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

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Michael Mosley	Council Member, Ward 2	Present, 6:08 P.M.
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Ward 2 Appointment

Item 5.A. Consideration and Action to Approve the Appointment of Micheal Mosley to Serve as the Council Member for Ward 2, as requested by Mayor Mboka Mwilambwe.

Mayor Mwilambwe recognized Ward 2 Council Member Donna Boelen's recent resignation and her contributions to Council and the community at large. He then discussed the interview process for a Ward 2 replacement. He shared that Dr. Michael Mosley had consistently ranked as a top applicant among the Council Members, emerging as the consensus candidate. He concluded by highlighting Dr. Mosley's community involvement.

Council Member Montney made a motion, seconded by Council Member Hendricks, to approve the proposed Appointment.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Dr. Michael Mosley was then sworn in by City Clerk, Leslie Yocum.

Council Member Mosley formally joined the meeting at 6:08 P.M.

Recognition/Appointments

Item 6.A. Proclamation for Health for Humanity Yogathon, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation to Sowjanya Mohan, who discussed the importance and health benefits of Surya Namaskar, or sun salutation, an ancient yogic practice.

Public Comment

Janet Dosen emailed public comment. No in-person public comment was received.

Public Hearings

Item 8. A. Public Hearing on the Community Development Block Grant (CDBG) 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan, as requested by the Department of Community Impact & Enhancement.

Mayor Mwilambwe opened the public hearing at 6:20 P.M.

Melissa Hon, Community Impact & Enhancement Director, presented the CDBG 2025-2029 Consolidated Plan and 2025 Annual Action Plan. She explained that extensive community outreach had been conducted with more than 1,400 survey responses received. She discussed key goals of the Consolidated Plan: preserving existing affordable housing stock, eliminating slum and blight conditions, supporting the provision of public service activities, and improving public facilities and infrastructure. She then outlined the specific allocations in the 2025 Annual Action Plan, and noted the public comment period remained open until February 23, 2025. She ended by stating that the finalized plan would be submitted to the State of Illinois' Housing and Urban Development ("HUD") for approval once the City received its actual funding allocation amount.

Council Member Ward and Director Hon discussed how Home Sweet Home Ministries had applied for funding for their Street Outreach Program which worked with homeless individuals to obtain resources. They continued their discussion on slum and blight properties. Director Hon reported that the \$35,000 allotted for slum and blight would likely address one to two demolitions, and pointed out that the City also utilizes other funding sources like the Illinois Department of Housing Association (IDHA) program for the effort.

Council Member Ward asked if CDBG funding was dependent on HUD and expressed concern with the State's current financial climate. Director Hon explained that the City had not received any indication funding would not be provided, and mentioned timing of allocations could vary.

Council Member Kearns thanked the presenters for their thoughtful and comprehensive community outreach efforts. She then asked about the increase in CDBG funds allocated to housing rehabilitation compared to the previous Consolidated Plan. William Bessler, Grants Manager, stated that the last plan allocated around 38-39% to housing rehab, while the new plan was in the mid-40% range.

Mayor Mwilambwe and Director Hon discussed how the \$27,000 for General Administration was comprised of staff cost, software, etc. used to administer the programs effectively and efficiently.

Council Member Kearns inquired about the addition of allowing developers to apply for infrastructure money through the CDBG program. Director Hon explained the intent was to bring awareness to the opportunity, as the City wanted to make it available in case it could help fill a gap for affordable housing development projects. She noted that while the City had reached out to some developers, the CDBG funding amounts were quite minimal compared to large infrastructure costs typically associated with major developments. As a result, the opportunity was not often appealing for larger developers, but could benefit smaller organizations, such as the Community Land Trust that recently presented to Council.

City Clerk, Leslie Yocum, confirmed that no one had registered to testify.

Mayor Mwilambwe closed the public hearing at 6:36 P.M.

Consent Agenda

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

Council Member Hendricks made a motion, seconded by Council Member Danenberger, to approve the Consent Agenda as presented.

Item 9.A. Consideration and Action to Approve the Minutes of the January 13, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 9.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$8,567,018.74, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 9.C. Consideration and Action on a Resolution Authorizing an Amendment to Increase the Authority Granted by the Bloomington City Council on April 22, 2024, for the Purchase of Traffic Line Paint from Diamond Vogel Paint to a Total Not to Exceed \$130,000, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 021

A RESOLUTION AUTHORIZING AN AMENDMENT TO INCREASE THE AUTHORITY GRANTED BY THE BLOOMINGTON CITY COUNCIL ON APRIL 22, 2024, FOR THE PURCHASE OF TRAFFIC LINE PAINT FROM DIAMOND VOGEL PAINT TO A TOTAL NOT TO EXCEED \$130,000

Item 9.D. Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the City of Lexington for the Use of the City of Bloomington Police Shooting Range Facility, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 022

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE CITY OF LEXINGTON FOR THE USE OF THE CITY OF BLOOMINGTON POLICE SHOOTING RANGE FACILITY

Item 9.E. Consideration and Action on (1) a Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$699,688; (2) a Resolution Approving a Construction Engineering Services Agreement for Hamilton Road Phase I. for Motor Fuel Tax (MFT) Funds, with Hutchison Engineering, Inc., in an Amount Not to Exceed 699,688, as requested by the Engineering Department. (Recommended Motion: The proposed Resolutions be approved.)

RESOLUTION NO. 2025 – 023

A RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE, IN THE AMOUNT NOT TO EXCEED \$699,688

RESOLUTION NO. 2025 – 024

A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR HAMILTON ROAD PHASE I. FOR MOTOR FUEL TAX (MFT) FUNDS, WITH HUTCHISON ENGINEERING, INC., IN AN AMOUNT NOT TO EXCEED 699,688

Item 9.F. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the Payment of an Invoice to the McLean County Highway Department, for the Road Repair to Pipeline Road Addressing a Watermain Path Settlement, in the Amount of \$50,639.20, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 025

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE PAYMENT OF AN INVOICE TO THE MCLEAN COUNTY HIGHWAY DEPARTMENT, FOR THE ROAD REPAIR TO PIPELINE ROAD ADDRESSING A WATERMAIN PATH SETTLEMENT, IN THE AMOUNT OF \$50,639.20

Item 9.G. Consideration and Action on a Resolution Approving a Contract with Wm. Masters, Inc. for the Miller Park Zoo Rainforest Building HVAC Rooftop Unit Replacement (Bid #2025-19), in the Amount of \$419,890, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 026

A RESOLUTION APPROVING A CONTRACT WITH WM. MASTERS, INC. FOR THE MILLER PARK ZOO RAINFOREST BUILDING HVAC ROOFTOP UNIT REPLACEMENT (BID #2025-19), IN THE AMOUNT OF \$419,890

Item 9.H. Consideration and Action on a Resolution Approving an Agreement with H.J. Eppel & Co., Inc., for the FY 2025 Parking Lots and Trail Resurfacing Program (Bid #2025-24), in the Amount of \$384,731.50, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 027

A RESOLUTION APPROVING AN AGREEMENT WITH H.J. EPPEL & CO., INC., FOR THE FY 2025 PARKING LOTS AND TRAIL RESURFACING PROGRAM (BID #2025-24), IN THE AMOUNT OF \$384,731.50

Item 9.I. Consideration and Action on a Resolution Approving a Contract with Henson Republic Company, for the Bloomington Center for Performing Arts (BCPA) Roof Repair and Replacement (Bid #2025-27), in the Amount of \$668,563, as requested by the Arts & Entertainment Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 028

A RESOLUTION APPROVING A CONTRACT WITH HENSON REPUBLIC COMPANY, FOR THE BLOOMINGTON CENTER FOR PERFORMING ARTS (BCPA) ROOF REPAIR AND REPLACEMENT (BID #2025-27), IN THE AMOUNT OF \$668,563

Item 9.J. Consideration and Action on a Resolution Authorizing the City to Petition to Annex the Property Located at 1706 Morrissey Drive and Five other City-Owned Properties into the Bloomington Normal Water Reclamation District, as requested by the Legal Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 029

A RESOLUTION AUTHORIZING THE CITY TO PETITION TO ANNEX THE PROPERTY LOCATED AT 1706 MORRISSEY DRIVE AND FIVE OTHER CITY-OWNED PROPERTIES INTO THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT

Item 9.K. Consideration and Action on a Resolution Approving an Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for an Easement along Sugar Creek (PINs: 14-33-151-008 and 14-33-151-002), as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 030

A RESOLUTION APPROVING AN AGREEMENT WITH THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT (BNWRD) FOR AN EASEMENT ALONG SUGAR CREEK (PINS: 14-33-151-008 AND 14-33-151-002)

Item 9.L. Consideration and Action on an Ordinance Approving Amendments to Amended and Restated Lease Agreement Setting Lease Payment Amounts for 2025, as requested by the Legal Department and the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 012

AN ORDINANCE APPROVING AMENDMENTS TO AMENDED AND RESTATED LEASE AGREEMENT SETTING LEASE PAYMENT AMOUNTS FOR 2025

Item 9.M. Consideration and Action on an Ordinance Approving the Final Plat of the Resubdivision of Lots 263-272 Second Addition to Harvest Pointe Subdivision (PINs: 15-32-355-008 through -017), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 013

AN ORDINANCE APPROVING THE FINAL PLAT OF THE RESUBDIVISION OF LOTS 263-272 SECOND ADDITION TO HARVEST POINTE SUBDIVISION (PINS: 15-32-355-008 THROUGH -017)

Item 9.N. Consideration and Action on an Ordinance Approving a Special Use Permit for Multiple-Family Dwellings in the C-1 (Office) District, for the Property Located at 1312 E. Empire Street (PIN: 14-34-480-030), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 014

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR MULTIPLE-FAMILY DWELLINGS IN THE C-1 (OFFICE) DISTRICT, FOR THE PROPERTY LOCATED AT 1312 E. EMPIRE STREET (PIN: 14-34-480-030)

Item 9.O. Consideration and Action on an Application from Around the Corner, Inc., d/b/a DR McKays Bar and Grill, located at 909 N. Hershey Rd., Suite 2, is Requesting Approval of a Change in Classification from a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) to a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 9.P. Consideration and Action on an Application from Ma Bhavani, LLC, d/b/a Bidi Smoker, located at 2303 E. Washington St., Suite 1, Requesting Approval for the Creation of a

Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

Item 10.A. Consideration and Action on a Resolution Approving the Fiscal Year 2026 John M. Scott Health Care Trust Category I and Category II Grant Awards and Programmatic Agreements, in the Amount of \$763,532, as requested by the Department of Community Impact & Enhancement.

City Manager Jurgens reminded Council that in addition to serving as City Council Members and as Township Board Members, they also serve as Trustees for the John M. Scott Trust, a very impactful program that has done a lot of good in the community

William Bessler, Grants Manager, thanked Dr. Judy Neubrander, John M. Scott Health Care Commission Chairperson, and the John M. Scott Commission for their tireless efforts to improve community health through the grant program. He also expressed appreciation for the community members and his staff who assisted the Commission in reviewing grant applications.

Dr. Neubrander, shared she felt privileged to lead the Commission's efforts. She echoed Mr. Bessler's sentiments and went on to explain each grant category in detail, the application process, the number of requests for each category, and what each could be used for. She also acknowledged the valuable contributions of the community volunteers who assisted the Commission in the review process.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2025 - 031

A RESOLUTION APPROVING THE FISCAL YEAR 2026 JOHN M. SCOTT HEALTH CARE TRUST CATEGORY I AND CATEGORY II GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$763,532

Item 10.B. Continued Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 35, Section 75 Pertaining to the Composition of the Public Safety and Community Relations Board (PSCRB), as requested by the Public Safety & Community Relations Commission.

Michael Hurt, Chief Diversity & Inclusion Officer and PSCRB staff liaison, provided a brief history of the Item and Council's direction for the PSCRB to reconsider the PSCRB's request. He reminded Council of the PSCRB's challenges to recruit youth members and their desire to amend the City Code to allow for adult members to be appointed in place of youth members. Mr. Hurt reported that, after additional review by the PSCRB, the PSCRB did not wish to amend their City Code request.

Rachel McFarland, PSCRB Chair, shared that the PSCRB struggles to have a quorum, as members often had difficulty attending meetings and that the two previous youth members had only stayed for a year and did not attend meetings regularly. She discussed efforts of the PSCRB to recruit youth members, and that they had found young people were not interested due to busy schedules with sports, music, and other activities. She emphasized the PSCRB's feeling that youth representation was important, and stressed the difficulty of requiring two youth members. She ended by reiterating the PSCRB's wish to change the wording to "may" instead of "must" to allow for more flexibility in filling positions.

Council Member Ward questioned how eliminating the youth requirement would address quorum issues stressing the problem seemed to be with adult members not attending. Chair McFarland acknowledged the PSCRB's consistent struggle to achieve a quorum and explained that increasing the board size would make it more difficult.

Council Member Ward shared that she was aware of at least one youth application that had been submitted, but due to an oversight had not been considered. She believed the issue was with the application process, not the need for changing the PSCRB's composition.

Council Member Ward made a motion, seconded by Council Member Hendricks, to deny the Item as presented.

Mr. Hurt and Council Member Ward discussed the youth application she'd mentioned. He reiterated the PSCRB's bad luck in gaining youth interest over the past two and a half years.

Chair McFarland noted while the PSCRB had received names of students from school resource officers, many times parents had not supported participation.

Council Member Montney confirmed with Mr. Hurt and Chair McFarland that, on average, youth members attended fewer meetings than adults.

Council Member Hendricks supported the motion, noting that as a high school social studies teacher, he saw students who were active and engaged, and wanting to be involved in local government and service. He believed the opportunity to serve on the PSCRB was an important way to provide an outlet for youth and stressed the need for Council to take on finding youth participants.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Danenberger, Hendricks, Ward, Crumpler

NAYES: Mosley, Montney, Becker, Lee

Motion carried.

Item 10.C. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the City Manager to Approve an Agreement to Purchase a Gas Chromatograph Machine from Midwest Lab Solutions, Inc. in the Amount of \$163,991.10, as requested by the Water Department.

City Manager Jurgens explained the City's recent taste and water issues were associated to having to switch between Lake Bloomington and Lake Evergreen. He explained that Water Director Ed Andrews was working to expedite implementing of a new filtering system in the current fiscal year that had been planned for next fiscal year. City Manager Jurgens emphasized that while the water was safe, the taste and odor was unacceptable, and a big priority staff were working to resolve.

Director Andrews stressed that the water met all federal and state safety parameters, and sincerely recognized complaints of taste and odor. He noted they were caused by elevated levels of geosmin and Methyl-isoborneol (MIB) compounds. He shared that his team continued to field calls from concerned residents offering free water sampling at residences to address individual issues. Director Andrews explained that the decision to switch the water supply from Lake Bloomington to Lake Evergreen was driven by Lake Bloomington's water level dropping nearly eight feet, while Evergreen's was only down 2.7 feet. He acknowledged Evergreen historically having higher levels of the taste and odor compounds, which lead to complaints. He discussed steps staff were taking to improve taste and odor quality. He supported the need for onsite testing and how the turnaround time for results would improve from 7-8 days to 20minutes. He stressed the importance of treating water with current testing results verses week-old data and how the improved testing time would better equip staff to address taste and odor.

Council Member Kearns confirmed both lakes had contributed to the taste and odor.

Council Member Montney and Director Andrews discussed how Lake Springfield had combated a similar issue. Director Andrews explained that granulated charcoal when added to the top of the filter beds could combat taste and odor concerns.

Council Member Becker asked what had been done in the past to remedy similar issues and asked for an estimated timeframe for the concerns to be rectified. Director Andrews stated that while rain would help, in the past, a powder activated carbon (PAC) system had helped address issues. He stated the taste and odor issues should subside by winter, and that they could only monitor and try and adjust treatment until the new PAC silo system could be implemented. Director Andrews cautioned that fully eliminating the compounds would require a much larger investment, potentially tens of millions. As a result, staff were trying to be responsible and responsive by implementing the PAC system, which had helped address similar issues in the past.

Mayor Mwilambwe confirmed that the lake switch happened on January 31, 2025.

Council Member Lee asked for additional information on how the testing equipment would be used in conjunction with the PAC and when it would be online. Director Andrews stated the PAC system would not be online for 12-18 months due to manufacturing time. He then reiterated how quicker testing times will improve staff's ability to improve taste and odor.

Council Member Mosley and Director Andrews discussed benefits of the PAC and testing systems to expedite corrective measures, as well as how the two lakes impacted taste and odor. Director Andrews stated he'd rather field concerns about taste and odor than have to issue a water restriction by summer.

Council Member Montney made a motion, seconded by Council Member Becker, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2025 - 032

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO APPROVE AN AGREEMENT TO PURCHASE A GAS CHROMATOGRAPH MACHINE FROM MIDWEST LAB SOLUTIONS, INC. IN THE AMOUNT OF \$163,991.10

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, FEBRUARY 10, 2025, 6:00 P.M.
Page 8 of 9

City Manager's Discussion

City Manager Jeff Jurgens thanked Water staff for their efforts to address the water quality issues. He reiterated that the water was safe to drink, and that staff were working hard to resolve the issue as quickly as possible. He then provided updates on recent successful Arena events, which had over 22,000 visitors and had made an estimated \$2 million economic impact. He ended by previewing the City's plans to roll out two new website dashboards, one for licenses/permits and another for infrastructure projects, both focused on improved transparency.

Mayor's Discussion

Mayor Mwilambwe expressed appreciation for the new City dashboards, stating they would make it easier for the public to access important information. He also mentioned being excited about progress on the Downtown Streetscape Project.

Council Member's Discussion

Council Member Crumpler shared that Melissa Christman had been hired as the new CEO of the Bloomington Normal Convention & Visitor's Bureau, after a national search.

Council Member Mosley thanked the Mayor and Council for his appointment, stating that he would do his best to learn from the current Council and to serve Ward 2 well. He ended by thanking his wife and family for their support.

Executive Session

Council Member Hendricks made a motion, seconded by Council Member Crumpler, to enter into Executive Session per 2(C)(11) of 5ILCS 120 of the Open Meetings Act to discuss pending litigation and per 2(C)(12) of 5ILCS 120 of the Open Meetings Act to discuss a claim settlement.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council entered Executive Session at 7:39 P.M.

Adjournment

Council Member Ward made a motion, seconded by Council Member Hendricks, to return to open session and adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council returned to open session and the meeting was adjourned at 7:46 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$7,096,469.72, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$7,096,469.72 (Payroll total \$3,315,856.12, Accounts Payable total \$3,591,207.46, and Bank Transfers total \$189,406.14).

Respectfully submitted for consideration.

Prepared by: Tearra Edwards, Support Staff V

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
2/21/2025	\$ 2,670,437.64	\$ 645,418.48	\$ 3,315,856.12

Off Cycle Adjustments	\$ -	\$ -	\$ -
	PAYROLL TOTAL		\$ 3,315,856.12

ACCOUNTS PAYABLE (WIRES)

PCARDS

Date	Bank	Total	
3/10/2025	AP General	\$ 2,995,488.72	
3/10/2025	AP JMScott	\$ -	
3/10/2025	AP Comm Devel	\$ 26,478.34	
3/10/2025	AP IHDA	\$ -	
3/10/2025	AP Library	\$ 143,198.59	
3/10/2025	AP MIFT	\$ -	
2/20/2025-2/27/2025	Out of Cycle AP	\$ 426,041.81	
2/03/2025-3/03/2025	AP Bank Transfers	\$ 189,406.14	
	AP TOTAL	\$ 3,780,613.60	
			PCARD TOTAL \$0.00

GRAND TOTAL	\$ 7,096,469.72
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Appointment be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

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

Human Relations Commission: Mitchell D'Rozarios' appointment, if approved, will be effective immediately, with an expiration date of 4/30/27.

Public Safety and Community Relations Board: Giselle Lee's appointment, if approved, will be effective immediately, with an expiration date of 4/30/26.

Welcoming America Commission: Jishnuram Nair's appointment, if approved, will be effective immediately, with an expiration date of 4/30/26.

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

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 4B Boards and Commissions Roster](#)

HUMAN RELATIONS COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Hold Over	Human Relations Commission	Commissioner	Kiranmayi (Kiran)	Konam		4/27/2020	2014	true
Hold Over	Human Relations Commission	Commissioner	Rhonda	Smith		4/27/2020	2011	true
Hold Over	Human Relations Commission	Commissioner	Netia	Carey		4/27/2020	2020	true
Hold Over	Human Relations Commission	Commissioner	Uma	Kailasam	4/30/2026	11/22/2021	2021	true
Active	Human Relations Commission	Chair	Anthony	Jones	4/30/2027	6/10/2024	2016	true
Active	Human Relations Commission	Commissioner	Amy	Endicott	4/30/2027	6/24/2024	2024	true
Vacant	Human Relations Commission	Commissioner			4/30/2028			

PUBLIC SAFETY AND COMMUNITY RELATIONS BOARD ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Vacant	Public Safety & Community Relations Board	Youth Member						
Active	Public Safety & Community Relations Board	Board Member	Arthur	Taylor	4/30/2025	4/25/2022	2017	true
Active	Public Safety & Community Relations Board	Board Member	Ashley	Farmer	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Rachel	McFarland	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Sean	Murphy	4/30/2026	6/24/2024	2024	true
Active	Public Safety & Community Relations Board	Youth Member	Yvett	Hernandez	4/30/2026	2/24/2025	2025	true
Active	Public Safety & Community Relations Board	Board Member	Tylian	Smith	1/22/2027	1/24/2024	2024	true
Active	Public Safety & Community Relations Board	Board Member	William	Bennett	4/30/2027	10/14/2024	2017	true

WELCOMING AMERICA COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Vacant	Welcoming America Commission	Commissioner			4/30/2026			
Active	Welcoming America Commission	Commissioner	Adinda	Akmal	4/30/2027	1/24/2024	2024	true
Active	Welcoming America Commission	Commissioner	Surinder	Sethi	4/30/2027	1/24/2024	2024	true
Active	Welcoming America Commission	Commissioner	Kyle	Kapper	4/30/2028	2/24/2025	2025	true
Vacant	Welcoming America Commission	Commissioner						
Vacant	Welcoming America Commission	Commissioner						
Vacant	Welcoming America Commission	Commissioner						



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: Ward 1, Ward 2, and Ward 8

SUBJECT: Consideration and Action to Approve a Resolution Approving a Construction Agreement with Norfolk Southern Railway as a Part of the Hamilton Road Project, from Bunn Street to Commerce Parkway, in the Amount of \$5,401,950.40, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

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

BACKGROUND: If approved, the City will enter into a Construction Agreement with Norfolk Southern Railway ("NSR") for the construction of a proposed signalized at-grade crossing, along with other associated improvements described below, using State Motor Fuel Tax funds ("MFT"). The at-grade crossing is a key component of the Hamilton Road extension from Bunn Street to Morrissey Drive, a long-standing City priority. This extension will complete the remaining street segment necessary to establish a continuous east-west transportation corridor south of Veterans Parkway. This railroad crossing is a part of Phase 2 of the Hamilton Road project. See the attached map for reference.

As part of the Construction Agreement, NSR will be responsible for relocating and constructing the siding tracks from the proposed at-grade crossing to the Good Yard in Normal, Illinois. This relocation is necessary to address vertical grade issues that would arise at the future roadway crossing if the tracks were to remain in their current location. The Construction Agreement also includes the construction engineering services that NSR will provide for their work.

The force account estimate included in the attached Construction Agreement totals \$5,534,440. Below is a breakdown of costs for work to be performed by NSR, as outlined in the estimate, along with the corresponding funding sources:

- Construction Engineering - \$118,563 (MFT)
- Administration - \$3,931 (MFT)
- Track Work - \$4,788,370 (MFT)
- MFT Total = \$4,910,864
- 10% Contingency = \$491,086.40
- MFT Total + 10% Contingency = \$5,401,950.40 (Authority Requested)

ICC Contribution:

- Signal & Electrical - \$623,576 (Grade Crossing Protection Fund)

The amount in the agreement is funded by the State Motor Fuel Tax is \$4,910,864. For budgeting purposes, a 10% contingency has been included, which brings the total estimated cost for the attached resolution to \$5,401,950.40.

The Signal & Electrical work at the proposed crossing, totaling \$623,576, is not included in the attached resolution amount. The Illinois Commerce Commission ("ICC") is responsible for enhancing safety at public highway-rail crossings in Illinois. To support improvements on local roads, the Illinois General Assembly established the Grade Crossing Protection Fund, which will cover this estimated cost.

On December 19, 2024, the ICC issued an order (Docket No. T-23-0110) authorizing the construction of the signalized at-grade crossing. The project scope also includes designing railroad signals and gates for the future crossing on Hamilton Road. The City is unable to hire an independent contractor for this work, as NSR requires that all construction on their property be performed by them. A Limited Source Justification is attached for reference.

The construction timeline for this Construction Agreement will coincide with Phase 2 of the Hamilton Road project. Future, related items arising after the full execution of this Construction Agreement will be submitted to Council for approval. These include Railroad Protection Services and a City Ordinance for the two future crossing closures required by the ICC and included in the Construction Agreement, as planned in Phase 2 of the Hamilton Road project.

City staff are confident that entering into this Construction Agreement is in the community's best interest to ensure the successful completion of the Hamilton Road project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In 2016, the City held public open houses to discuss the project as a whole. A public informational meeting will be held by the City for interested persons to learn about the project prior to construction.

FINANCIAL IMPACT: This is a FY 2026 Budgeted Item. If approved, the City will enter into a Construction Agreement with Norfolk Southern Railway for Motor Fuel Tax (MFT) Funds, totaling \$5,401,950.40. The Illinois Commerce Commission will contribute \$623,576 for Electrical & Signal work. The remaining \$5,401,950.40 will be funded through the Motor Fuel Tax-Street Construction and Improvements account (20300300-72530). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 8, 158, 163, 168, and 169.

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[ENG 1B Resolution](#)

[ENG 1C Resolution - Exhibit A - Agreement](#)

[ENG 1E Proposed Split Phases 1 & 2 Map](#)

[ENG 1D Limited Source Justification](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT WITH NORFOLK SOUTHERN RAILWAY AS A PART OF THE HAMILTON ROAD PROJECT, FROM BUNN STREET TO COMMERCE PARKWAY, IN THE AMOUNT OF \$5,401,950.40

WHEREAS, subject to the provisions of the City Code, City staff are recommending a Construction Agreement with Norfolk Southern Railway be approved as a part of the Hamilton Road Project, from Bunn Street to Commerce Parkway (Exhibit A), in the amount of \$5,401,950.40 ("Construction Agreement"); and

WHEREAS, Norfolk Southern Railway ("NSR"), which owns the intersecting railroad, requires a Construction Agreement for any contracted work on its property; and

WHEREAS, the project includes relocating NSR's siding tracks from the proposed Hamilton Road at-grade crossing location to NSR's Good Yard in Normal, Illinois; and

WHEREAS, the project also involves the installation of electrical systems, new signal components, and riding surfaces at the proposed Hamilton Road at-grade crossing; and

WHEREAS, construction engineering services will be provided by NSR; and

WHEREAS, the project requires the closure of crossings at Western Avenue and Roosevelt Avenue; and

WHEREAS, the Construction Agreement requires the City to reimburse NSR for the actual cost of the work performed by it, which is estimated to be Five Million, Five Hundred Thirty-Four Thousand, Four Hundred and Forty Dollars and Zero Cents (\$5,534,440); and

WHEREAS, the ICC is responsible for enhancing safety at public highway-rail crossings in Illinois, and, to support improvements on local roads, the Illinois General Assembly established the Grade Crossing Protection Fund, which will be covering an estimated \$623,576 for the project; and

WHEREAS, the City's contribution to the project, minus the Illinois Commerce Commission ("ICC") contribution, equals \$4,910,864, plus a 10% contingency of \$491,086.40, for a total amount of \$5,401,950.40; and

WHEREAS, the ICC issued an order on December 19, 2024, authorizing the construction of the signalized at-grade crossing and crossing closures for the extension of Hamilton Road, from Bunn Street to Commerce Parkway; and

WHEREAS, the Engineering Department has the funds to cover this amount indicated above; and

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Construction Agreement, and any other necessary documents.

PASSED this 10th day of March 2025.

APPROVED this ____ day of March 2025

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

THIS AGREEMENT, dated as of the ____ day of _____, 20__ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree Street NW – Box 45, Atlanta, Georgia 30308 (hereinafter called “RAILWAY”); and

CITY OF BLOOMINGTON, an Illinois Municipality, whose mailing address is 115 E. Washington Street, Bloomington, Illinois 61701 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to construct a new at-grade signalized crossing for the extension of the Hamilton Road over RAILWAY’s rail line (the “Facilities”) and close the S. Roosevelt Avenue signalized at-grade vehicular crossing (DOT#475045U) and Western Avenue signalized at-grade crossing (DOT#475055A) (together, the “Crossing Closures”), in the vicinity of RAILWAY Milepost SP-373.25 (new Hamilton Road at-grade signalized crossing) and SP-375.95 (Western Avenue signalized at-grade crossing) and SP-375.26 (S. Roosevelt at-grade signalized crossing), at or near Bloomington, McLean County, Illinois (the “Premises”), located substantially as shown on Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY’s right of way for installation, construction, maintenance, operation, and removal of the Facilities and to perform the Crossing Closures upon the terms and conditions of this Agreement. Preliminary plans and specifications for the Facilities work and Crossing Closures are attached hereto as Exhibit B; and

WHEREAS the Illinois Commerce Commission (the “ICC”) issued an order on 19th day December 2024 authorizing construction of the Facilities and the Crossing Closures in Docket No. T-23-0110 (the “ICC Order”); and

WHEREAS, pursuant to the ICC Order, RAILWAY is willing to permit the LICENSEE’s contractor(s) to enter upon RAILWAY’s Premises for construction of the Facilities and to perform the Crossing Closures upon the terms and conditions of this Agreement, and in accordance with the ICC Order and the preliminary plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY and LICENSEE agree, as a condition of constructing the Facilities, RAILWAY will remove the two siding tracks located on or about milepost SP-373.25 and construct additional RAILWAY facilities located within Good Yard, Normal, IL on or about milepost SP-378.75 (the “Siding Relocation”), at LICENSEE’s sole expense, in accordance with the force account estimate marked as and included herein at Exhibit C; and

WHEREAS, RAILWAY is willing, at LICENSEE’s sole expense, to effectuate the Siding Relocation, make modifications to RAILWAY’s right of way, and engage in permitting, design, construction, and construction-related activities including, but not limited to, inspection and superintendence within and along RAILWAY property necessary to facilitate LICENSEE’s installation, construction, maintenance, and operation of its Facilities and performance of the Crossing Closures (“Railroad Project”) in accordance with the force account estimate marked as and included herein at Exhibit C.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. PLANNED CONSTRUCTION

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants

LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation, and removal of the Facilities and to perform the Crossing Closures, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. A form of that standard agreement is attached as Exhibit D. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation, and removal of the Facilities and to perform the Crossing Closures and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement. LICENSEE represents that it has the authority to perform the Crossing Closures and that it has properly exercised said authority in connection with this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall submit the plans and specifications for the Facilities and the Crossing Closures at 30%, 60%, 90% and final design levels. Upon RAILWAY's written approval of the plans and specifications, LICENSEE shall construct and maintain the Facilities and perform the Crossing Closures as authorized by the ICC Order, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with: (a) the approved plans and specifications (if any) and any other specifications prescribed by RAILWAY; (b) applicable governmental regulations or laws and (c) applicable specifications adopted by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

4. Indemnification. LICENSEE hereby agrees to require its contractor(s) to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring that arise or in any manner grow out of (a) the presence of LICENSEE's contractor(s), their employees, agents and/or sub-contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agent or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part, provided that, if the agreement to indemnify against the indemnified party's own negligence is invalid under the law applicable to enforcement of this Agreement, then in that event LICENSEE's obligation to indemnify and hold harmless any party shall be reduced to the extent that any such injury, death, damage, or loss is proximately and directly contributed to or caused by the gross negligence of such party; (b) any allegation that RAILWAY is an employer or joint employer of LICENSEE's contractor(s) or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE's contractor(s) from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities, performance of the Crossing Closures, and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. To the extent permitted by law, LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to use or presence of the Facilities of LICENSEE or anyone for whom LICENSEE is responsible, and agrees to require its contractor(s) to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the contractor(s)'s use of or presence on RAILWAY's property. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the LICENSEE's use of the Facilities or the use of the Facilities by anyone for whom LICENSEE is responsible.

6. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities and performance of the Crossing Closures, it is agreed that the safety of people and the safety and continuity of RAILWAY's operations shall be of first importance. LICENSEE shall always act and shall require its employees, agents, contractors, and invitees to act, with the highest regard for safety and RAILWAY operations continuity and shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard. LICENSEE shall itself comply and shall require its employees, agents, contractors, and invitees to comply with all RAILWAY "Special Provisions for Protection of Railway Interests" ("Special Provisions"), as may be amended from time to time, attached hereto in current form as Exhibit E and hereby incorporated by reference. As used in the Special Provisions, LICENSEE is the "Contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE (referred to as the "Sponsor's Engineer" in Exhibit E).

7. Qualified Protective Services. LICENSEE agrees that it will require its contractor to furnish and maintain qualified protective services equipped to operate around RAILWAY operations to protect the LICENSEE, or its contractor, when construction activities are taking place on or adjacent to the RAILWAY property and/or has the potential to foul the RAILWAY's tracks or operations. All expenses for the qualified protective services shall be covered by the LICENSEE. Prior to use, RAILWAY has the right to ensure the qualified protective services used is properly equipped to provide services around RAILWAY operations to ensure safety.

8. Insurance. Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall procure and maintain (and/or cause a LICENSEE agent or contractor to procure and maintain, as applicable), at its expense, insurance as defined in the Special Provisions.

9. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks during the installation, maintenance, repair, renewal or removal of the Facilities and during the performance of the Crossing Closures.

10. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

11. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

12. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon sixty (60) days prior written notice from RAILWAY and at LICENSEE's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY. LICENSEE and RAILWAY explicitly agree that if the out of service main track, already removed, is brought back into active service, the track will be reinstalled to a point to provide a proper surface for train and roadway vehicular/pedestrian movement through the Facilities, including any associated crossing protection which may be ordered by the ICC at LICENSEE's expense.

13. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees

shall not be responsible for any liability for such damage. LICENSEE shall document any prior conditions at the work site prior to commencing work and provide such to RAILWAY.

14. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within thirty (30) days after RAILWAY's demand therefor.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of thirty(30) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

18. Restoration of the Premises; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to restore the Premises, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

19. Interests in Real Property.

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

20. RAILWAY's Incentive Payment for Crossing Closures. Upon completion of the Crossing Closures, LICENSEE shall submit to RAILWAY an invoice for Thirty Thousand Dollars and Zero Cents (\$30,000.00). RAILWAY shall make a lump sum payment to LICENSEE within sixty (60) days of receipt of such invoice.

II. SCOPE OF RAILROAD PROJECT AND MAINTENANCE OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall be the Railroad Project as defined in the Preambles to this Agreement.

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit C and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by use of one or more of the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

(c) As may be reasonably requested by LICENSEE in writing, RAILWAY will give LICENSEE quarterly progress updates during construction of the Siding Relocation and, with RAILWAY's prior written consent and in accordance with the terms of this Agreement and RAILWAY's safety instructions, including completion of all required right-of-entry agreements, allow access onto RAILWAY's right of way to visually inspect work performed and/or completed at the construction sites.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements as required by law and as may be set forth in the ICC Order.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible. RAILWAY shall remove the two siding tracks within ten (10) months from the date of execution of this Agreement.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE, all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse RAILWAY for the actual cost of the work performed by it, which is estimated to be **Five Million, Five Hundred Thirty-Four Thousand, Four Hundred and Forty Dollars and Zero Cents (\$5,534,440.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the Railroad Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be

reimbursed by LICENSEE. In particular, LICENSEE agrees to reimburse costs and expenses, including without limitation labor surcharges, insurance, department support costs, vehicles and equipment, and fixed general and administrative, using the most current additive rates as audited and approved by the Georgia Department of Transportation and the Federal Highway Administration, in accordance with applicable provisions of the Federal-Aid Policy Guide, 23 C.F.R. Part 140 Subpart I. LICENSEE shall promptly reimburse RAILWAY for invoices properly rendered.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
c/o City of Bloomington
115 E. Washington Street
Bloomington, Illinois 61701
Attention: Director of Operations and Engineering Services

As to LICENSEE for Legal Notice
City of Bloomington
Attn: Legal Department
115 E. Washington Street
Bloomington, IL 61701

As to RAILWAY:
c/o Norfolk Southern Railway Company
Engineering – Design & Construction
650 West Peachtree Street NW – Box 45
Atlanta, Georgia 30308
Attention: Engineer Public Improvements

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third-Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. RESERVED.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Premises exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and written approval of the plans for construction of the Facilities and the Crossing Closures, RAILWAY signifies only that the improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

CITY OF BLOOMINGTON

By: _____

Name: _____

Title: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY

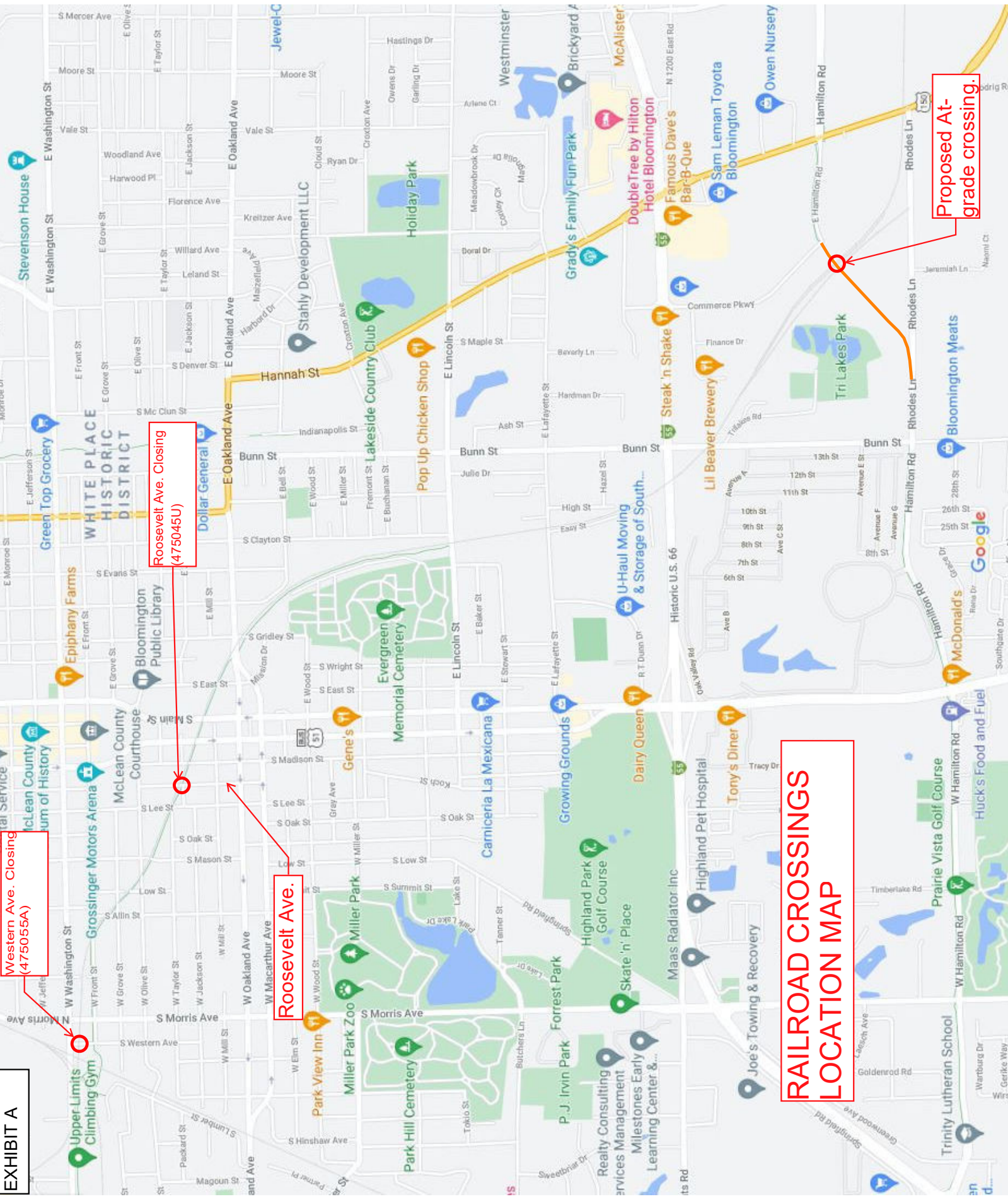
By: _____

Name: _____

Title: _____

Date: _____

NS File: CX0035117



**RAILROAD CROSSINGS
LOCATION MAP**

INDEX OF SHEETS

- COVER
- GENERAL NOTES AND LEGEND
- SUMMARY OF QUANTITIES
- TYPICAL SECTIONS
- SCHEDULE OF QUANTITIES
- ALIGNMENT, BENCHMARKS, AND TIES SHEETS
- NON-SPECIAL WASTE PLANS
- REMOVAL PLANS
- PLAN AND PROFILE
- STAGE CONSTRUCTION / TRAFFIC CONTROL PLANS
- EROSION CONTROL PLANS
- DRAINAGE PLANS
- WATER MAIN PLANS
- SANITARY SEWER PLANS
- RIGHT OF WAY PLANS
- INTERSECTION DETAILS
- PAVEMENT MARKING AND SIGNAGE PLANS
- TRAFFIC SIGNAL DETAILS
- MISCELLANEOUS DETAILS
- 100' DISTRICT STANDARD DETAILS
- CROSS SECTIONS

**PRE-FINAL
REVIEW SET
NOT FOR
CONSTRUCTION**

U.S. 150 MORRISSEY DR.)
ADT (2015) = 11,300 ADT (2041) = 11,200
SP=3.0%, MU=0.5%
HIGHWAY CLASS: I
FUNCTIONAL CLASSIFICATION: MINOR ARTERIAL
DESIGN SPEED: 30 MPH
POSTED SPEED LIMIT: 40 MPH
DESIGN POLICY: BLR MANUAL-3R

RHODES LN.
ADT (2015) = N/A ADT (2041) = 600
SP=3.4%, MU=0.2%
CLASS: III
FUNCTIONAL CLASSIFICATION: LOCAL
DESIGN SPEED: 30 MPH
POSTED SPEED LIMIT: 30 MPH (PRO) / 45 MPH (EXIST)
DESIGN POLICY: BLR MANUAL-3R

**PROJECT ENGINEER: BRYCE BECKSTROM, P.E.
PROJECT MANAGER: KURT BIALOBRESKI, P.E.**

ADT (2015) = 2,650(MU=1.750%) ADT (2041) = 5,050(MU=5.000%)
SP=4.0%, MU=0.5%
CLASS: II
FUNCTIONAL CLASSIFICATION: MAJOR COLLECTOR (NORTH)
DESIGN SPEED: 35 MPH
POSTED SPEED LIMIT: 35 MPH
DESIGN POLICY: BLR MANUAL-3R

HAMILTON RD. (BUNN ST. TO COMMERCE PKWY.)
ADT (2015) = 5,200 ADT (2041) = 11,100
SP=5.0%, MU=1.0%
HIGHWAY CLASS: I
FUNCTIONAL CLASSIFICATION: MINOR ARTERIAL
DESIGN SPEED: 35 MPH
POSTED SPEED LIMIT: 35 MPH
DESIGN POLICY: BLR MANUAL

CONTRACT NO. 91599
CAT NO. XXXXX-XX

JULIE
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-882-0723
OR 811

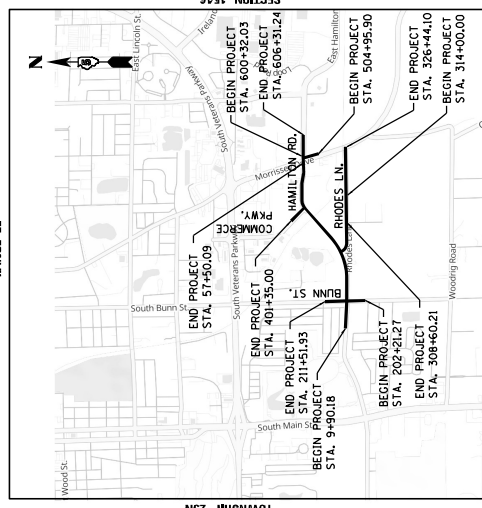
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

RECEIVED
STV Incorporated
Atlanta, Georgia
February 16, 2022
Proj. No. 2515945-1894

PROPOSED HIGHWAY PLANS

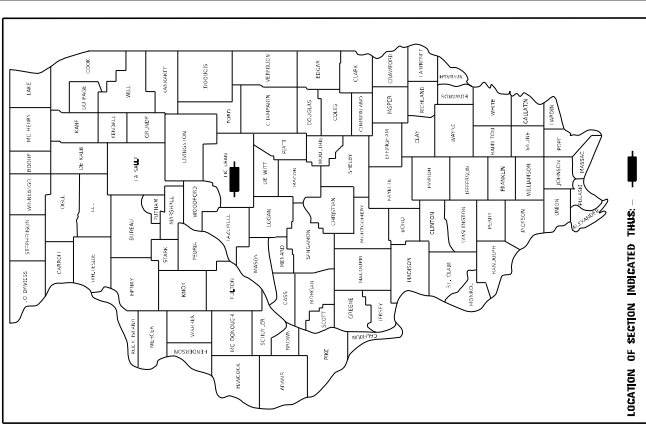
**HAMILTON ROAD (FAU 6371)
SECTION 16-00360-00-PV
PROJECT XAYB(639)
CITY OF BLOOMINGTON
MCLEAN COUNTY**

C-95-008-21
RANGE 2E

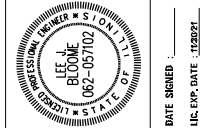


NOT TO SCALE
GROSS LENGTH = 8683.2 FT. = 1.645 MILE
NET LENGTH = 8683.2 FT. = 1.645 MILE

CAT. NO.	SECTION	COUNTY	SHEET NO.
6371	16-00360-00-PV	MCLEAN	251
			1
			CONTRACT NO. 91599



LOCATION OF SECTION INDICATED THUS —



DATE SIGNED: 1/20/21
LIC. EXP. DATE: 1/20/21
HANSON
SANITARY SEWER



DATE SIGNED: 1/20/21
LIC. EXP. DATE: 1/20/21
HANSON
ROADWAY



DATE SIGNED: 1/20/21
LIC. EXP. DATE: 1/20/21
HANSON
TRAFFIC SIGNALS



DATE SIGNED: 1/20/21
LIC. EXP. DATE: 1/20/21
HANSON
CURB-RETZ
DRAINAGE / WATER MAIN

**PRINTED BY THE AUTHORITY OF THE
STATE OF ILLINOIS**

APPROVED: _____
CITY ENGINEER

PASSED: _____
DISTRICT FIVE ENGINEER OF
LOCAL ROADS & STREETS

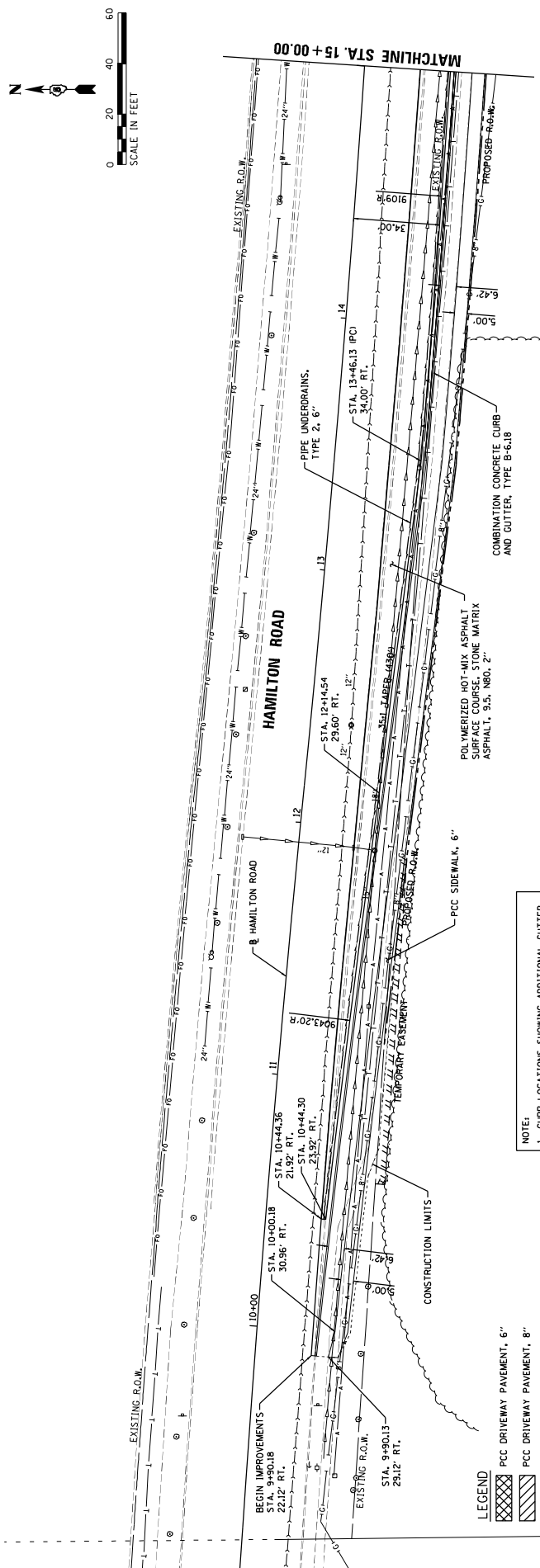
Releasing For
Bid Based on
Limited Review

REGION THREE ENGINEER

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

DATE: 9/8/2021

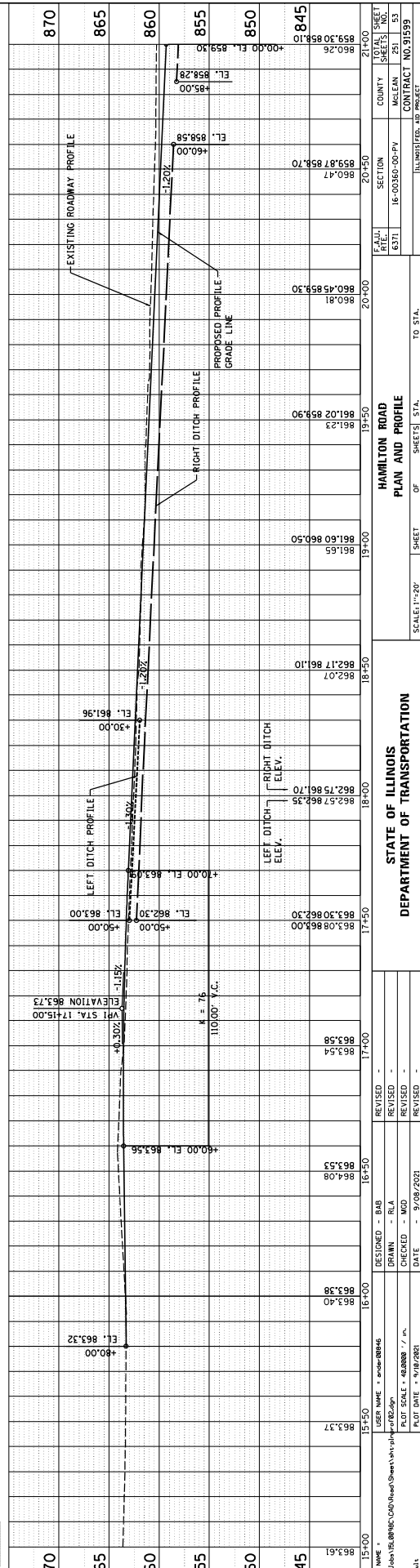
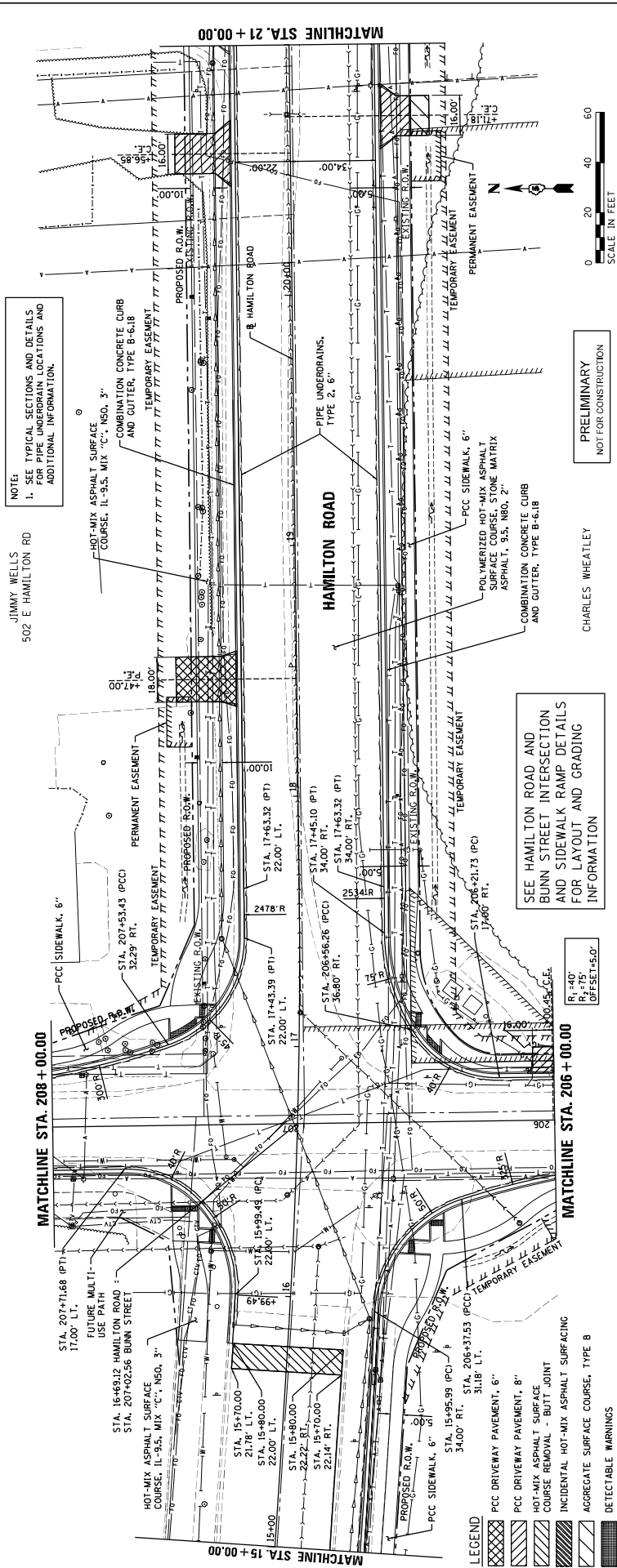
HANSON
Hanson Professional Services Inc.
17625 W. 111th Street, Suite 200
Plymouth, Minnesota 55441
Offices Nationwide

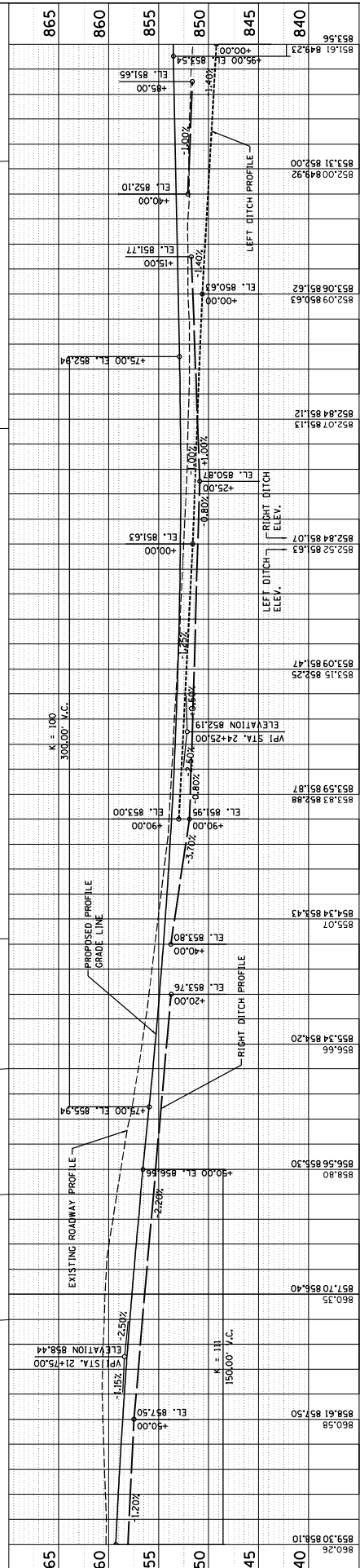
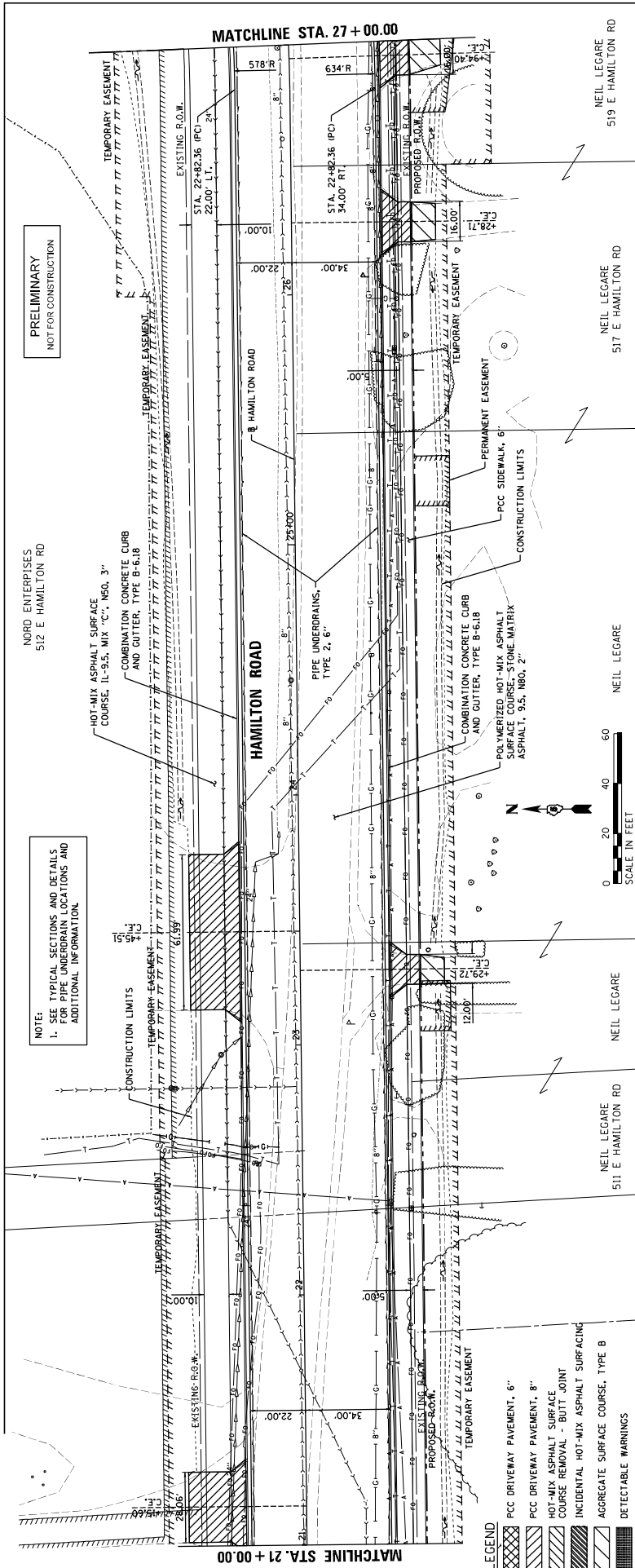


ROBERT REWERTS

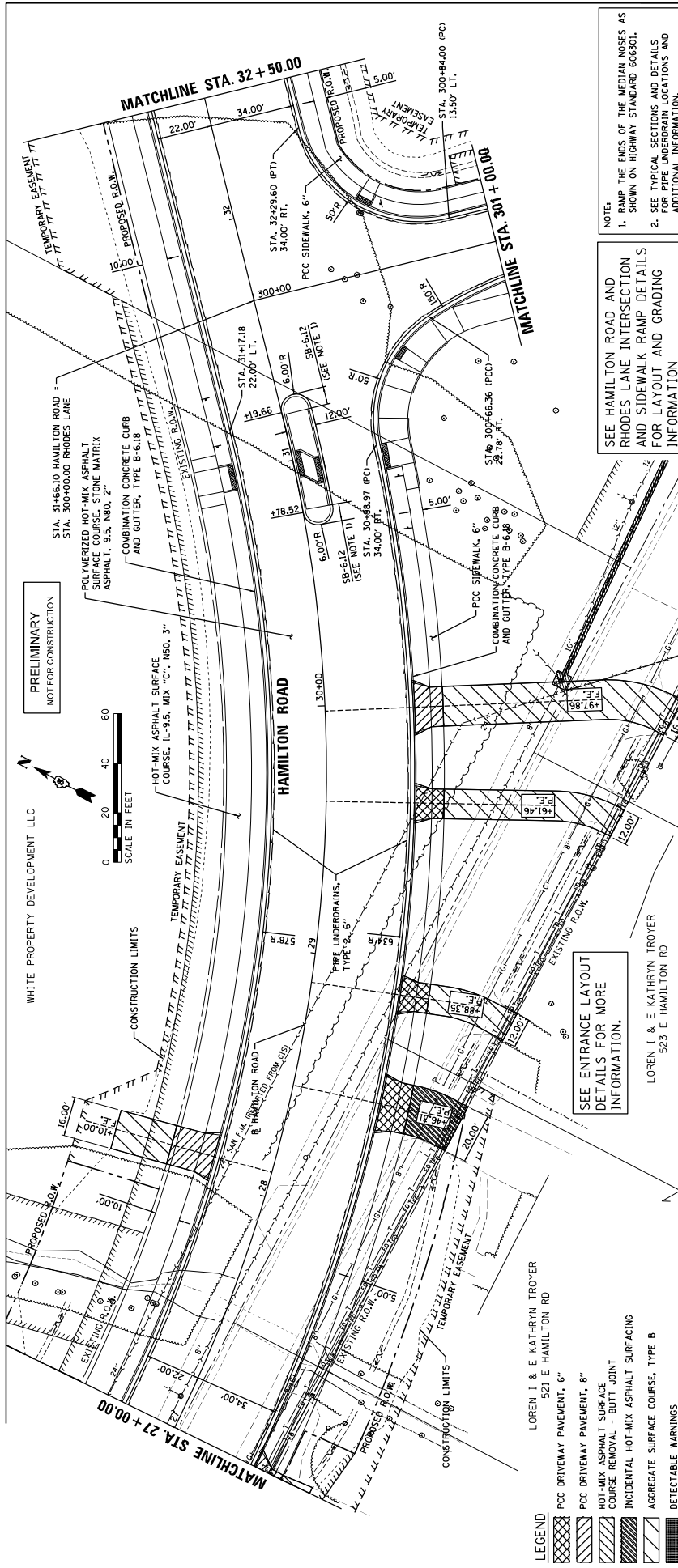
PRELIMINARY
NOT FOR CONSTRUCTION

FILE NAME	USER NAME - <i>acoder-200446</i>		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		HAMILTON ROAD PLAN AND PROFILE		TOTAL SHEET SHEETS	
	DESIGNED - <i>BAE</i>	REVISED -	SCALE: 1"=20'	SHEET OF	E-ALL RTE.	SECTION 16-0035D-00-PV	COUNTY MCLENN	SHEET NO. 52
	DRAWN - <i>BAE</i>	REVISED -						
875								
870								
865								
860								
855								
850								





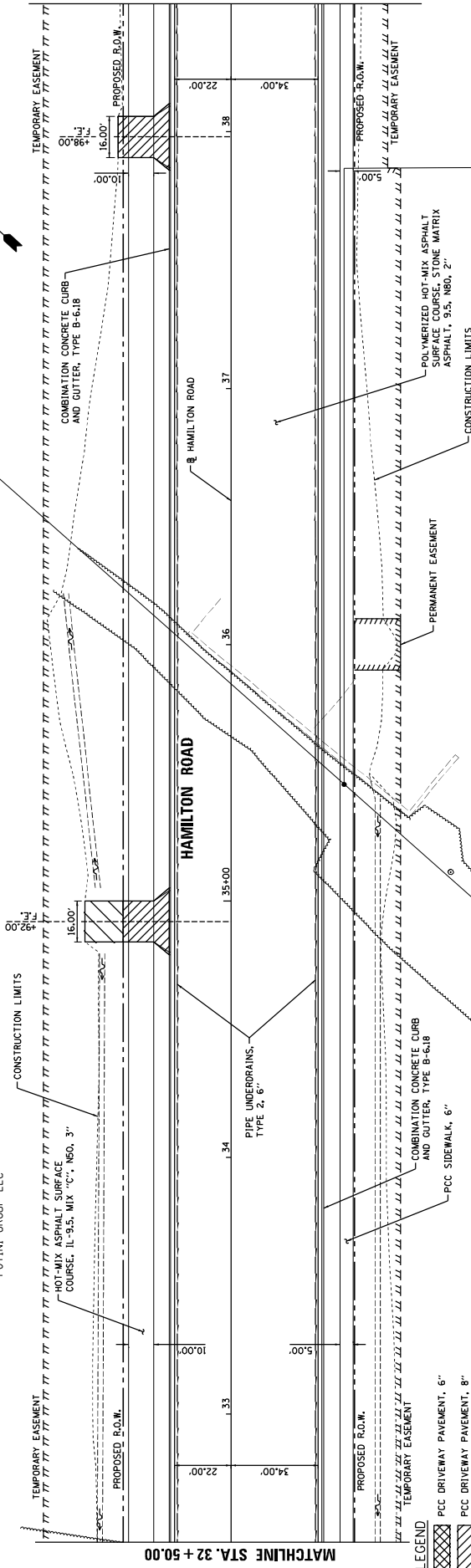
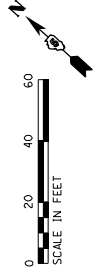
NAME :	21+00	22+00	22+50	23+00	23+50	24+00	24+50	25+00	25+50	26+00	26+50	27+00
USER NAME : mcorcoran												
DESIGNED - BAB												
DRAWN - RLA												
CHECKED - MOD												
DATE - 9/08/2021												
PLUT SCALE - 400000 / in.												
PLUT DATE - 9/08/2021												
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION												
HAMILTON ROAD PLAN AND PROFILE												
F.A.H.I. RTE. 6371 SECTION 16-00360-00-PV COUNTY MCLEAN TOTAL SHEET NO. 251 SHEET 54												
SCALE: 1"=200' SHEET OF SHEETS 51A. ILLINOIS FED. AID PROJECT CONTRACT NO. 91599												

[illegible]

PRELIMINARY
NOT FOR CONSTRUCTION

POTINI GROUP LLC

CHRISTOPHER & ELISA SHANKS



NOTE:
1. SEE TYPICAL SECTIONS AND DETAILS
FOR PIPE UNDERDRAIN LOCATIONS AND
ADDITIONAL INFORMATION.

ELISA SHANKS
1508 RHODES LN

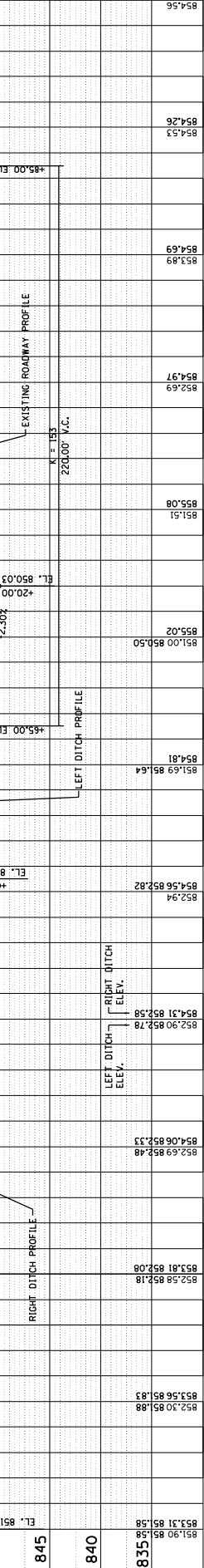
LEGEND
PCC DRIVEWAY PAVEMENT, 6"
PCC DRIVEWAY PAVEMENT, 8"
HOT-MIX ASPHALT SURFACE
COURSE REMOVAL - BUTT JOINT
INCIDENTAL HOT-MIX ASPHALT SURFACING
AGGREGATE SURFACE COURSE, TYPE B
DETECTABLE WARNINGS

NO.	DATE
1	6/12/2023

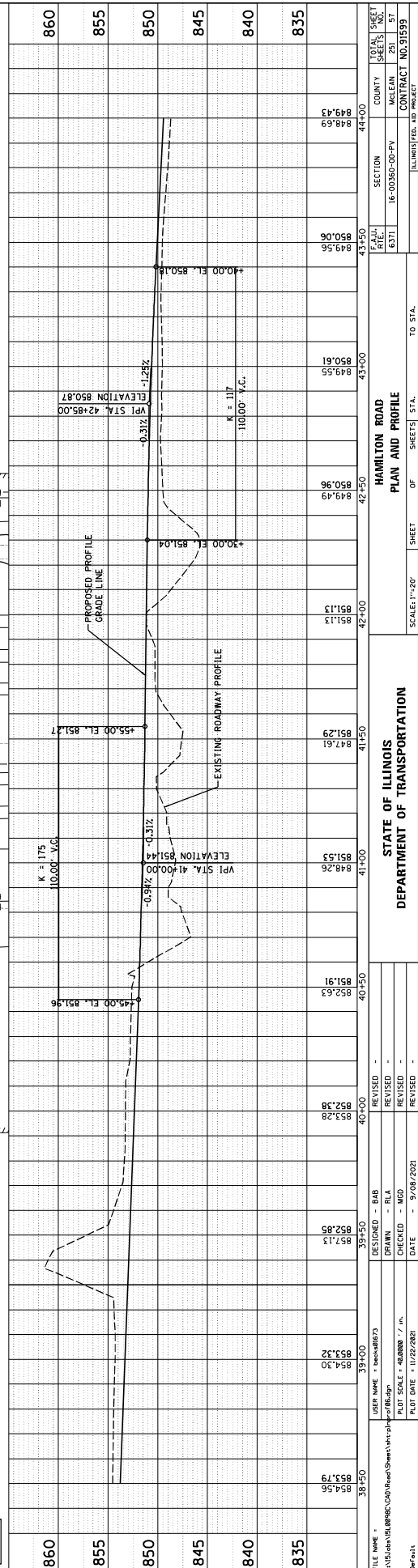
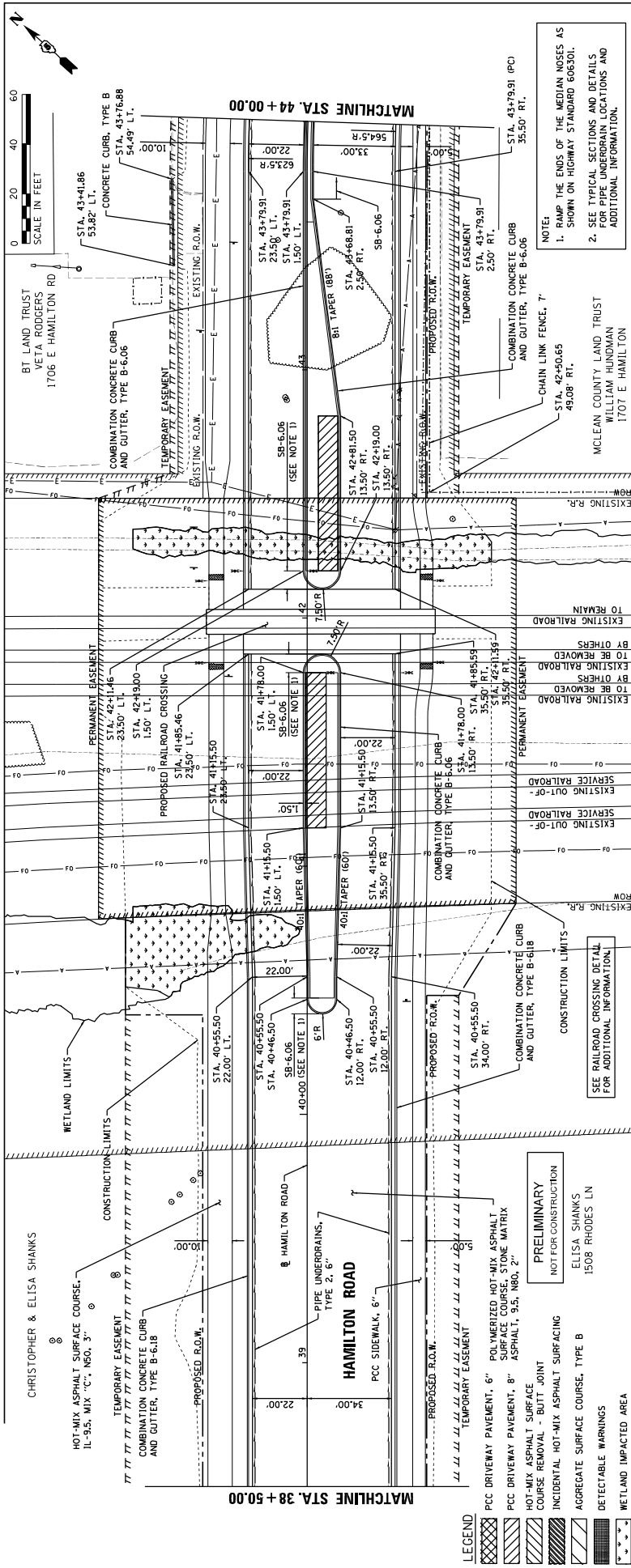
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1	6/12/2023

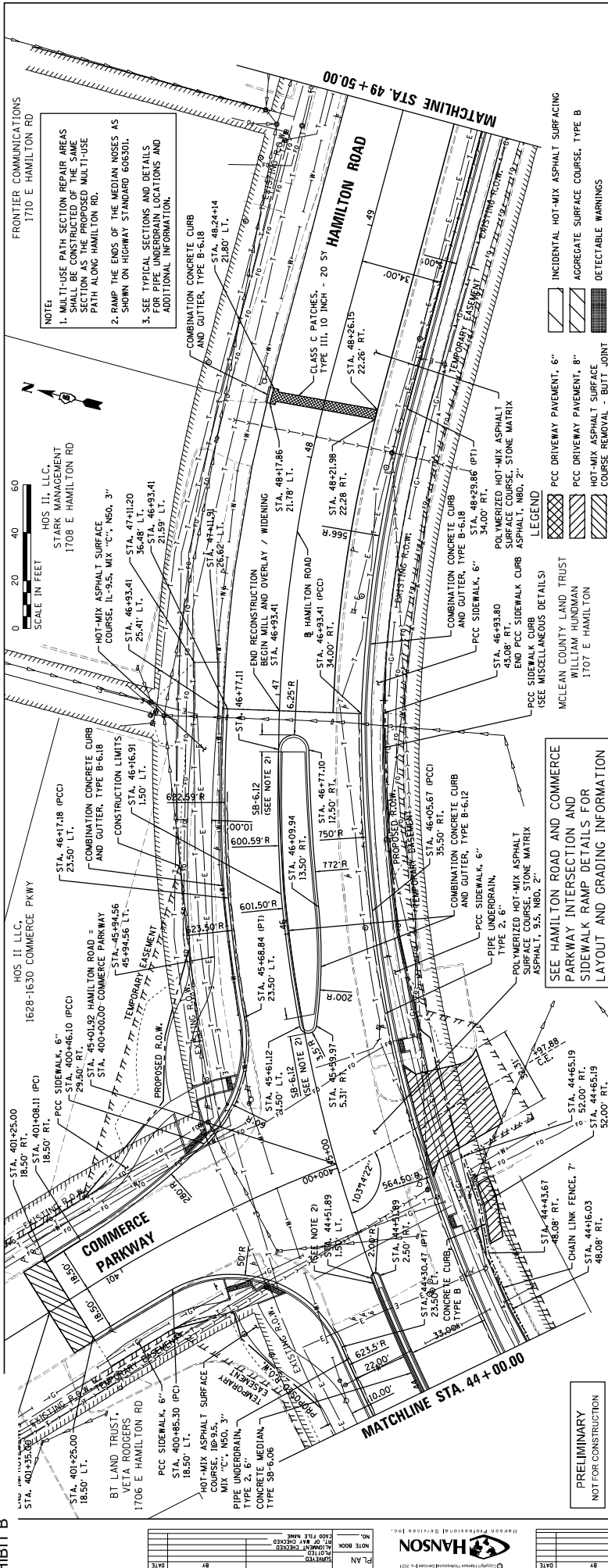
NO.	DATE
1	6/12/2023

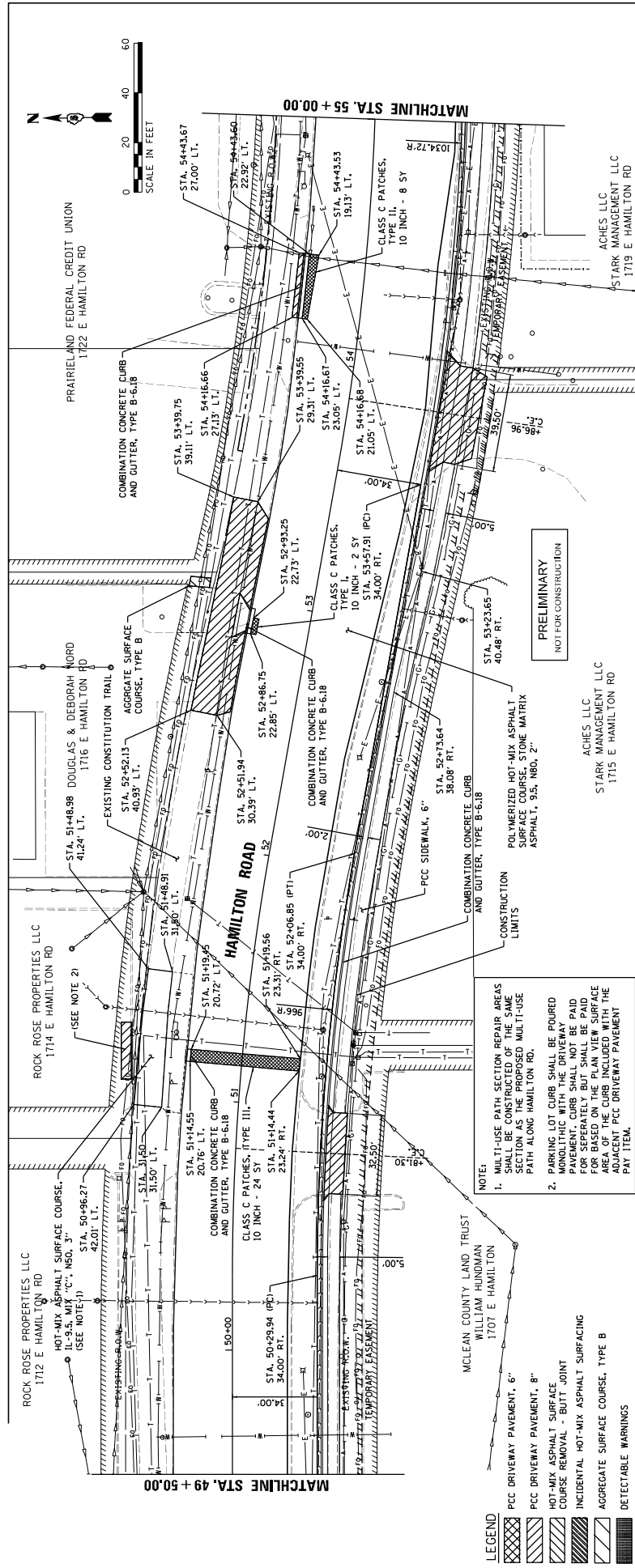
NO.	DATE
1	6/12/2023

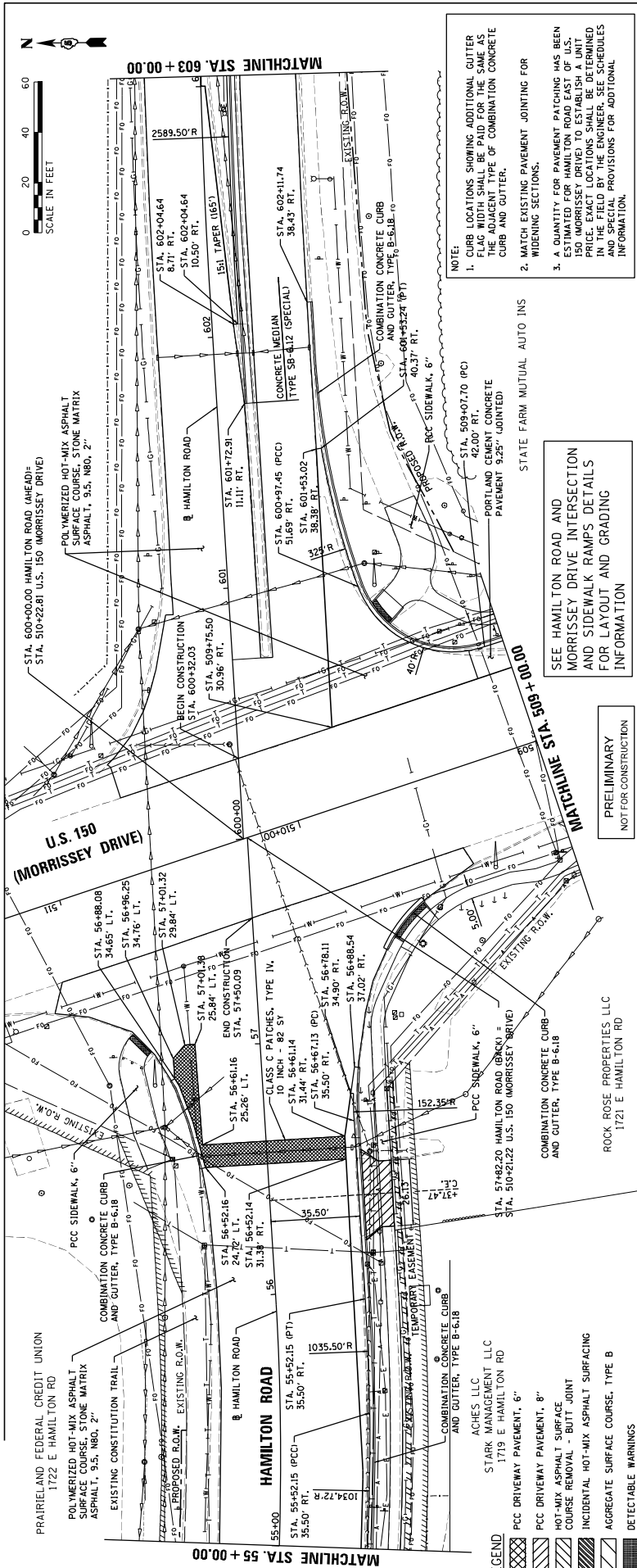


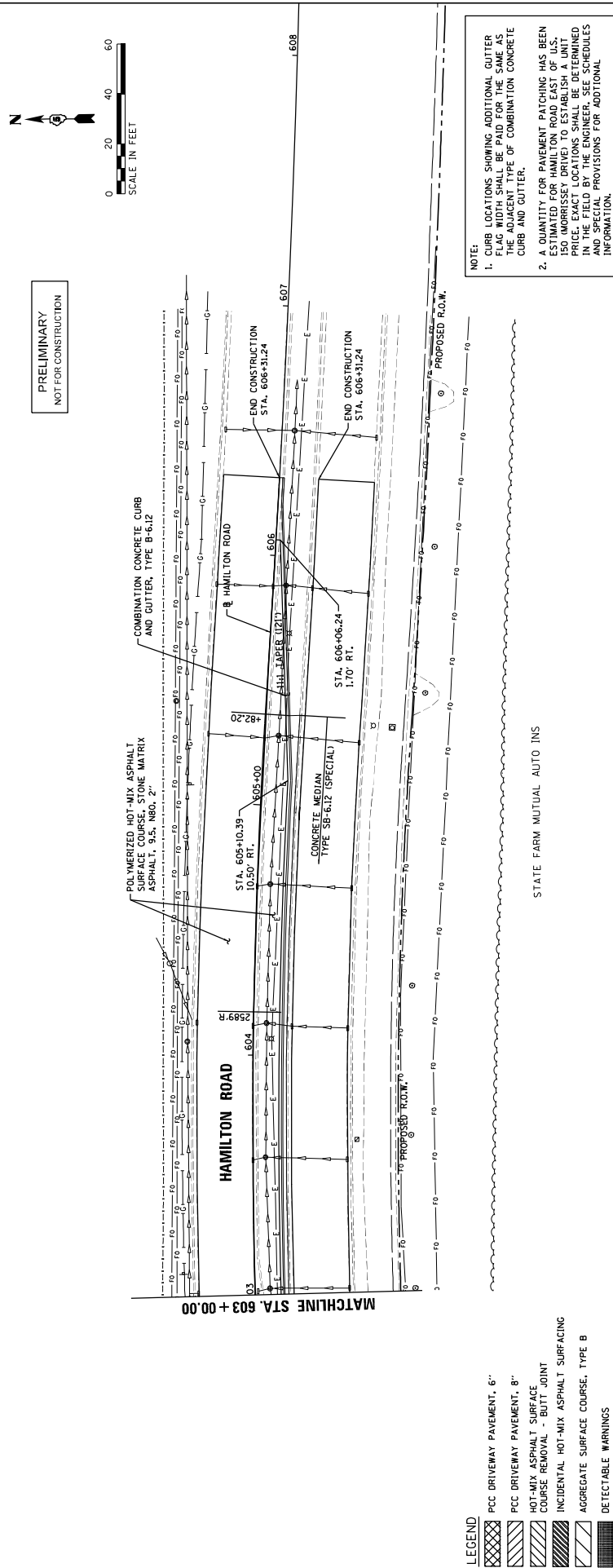
SECTION	STATION	ELEVATION	REVISION	DATE
32+50	32+50	835.00	DESIGNED - BUB	6/12/2023
33+00	33+00	840.00	DRAWN - BUB	6/12/2023
33+50	33+50	845.00	CHECKED - MCD	6/12/2023
34+00	34+00	850.00	DATE	6/12/2023
34+50	34+50	855.00		
35+00	35+00	860.00		
35+50	35+50	865.00		
36+00	36+00	870.00		
36+50	36+50	875.00		
37+00	37+00	880.00		
37+50	37+50	885.00		
38+00	38+00	890.00		
38+50	38+50	895.00		

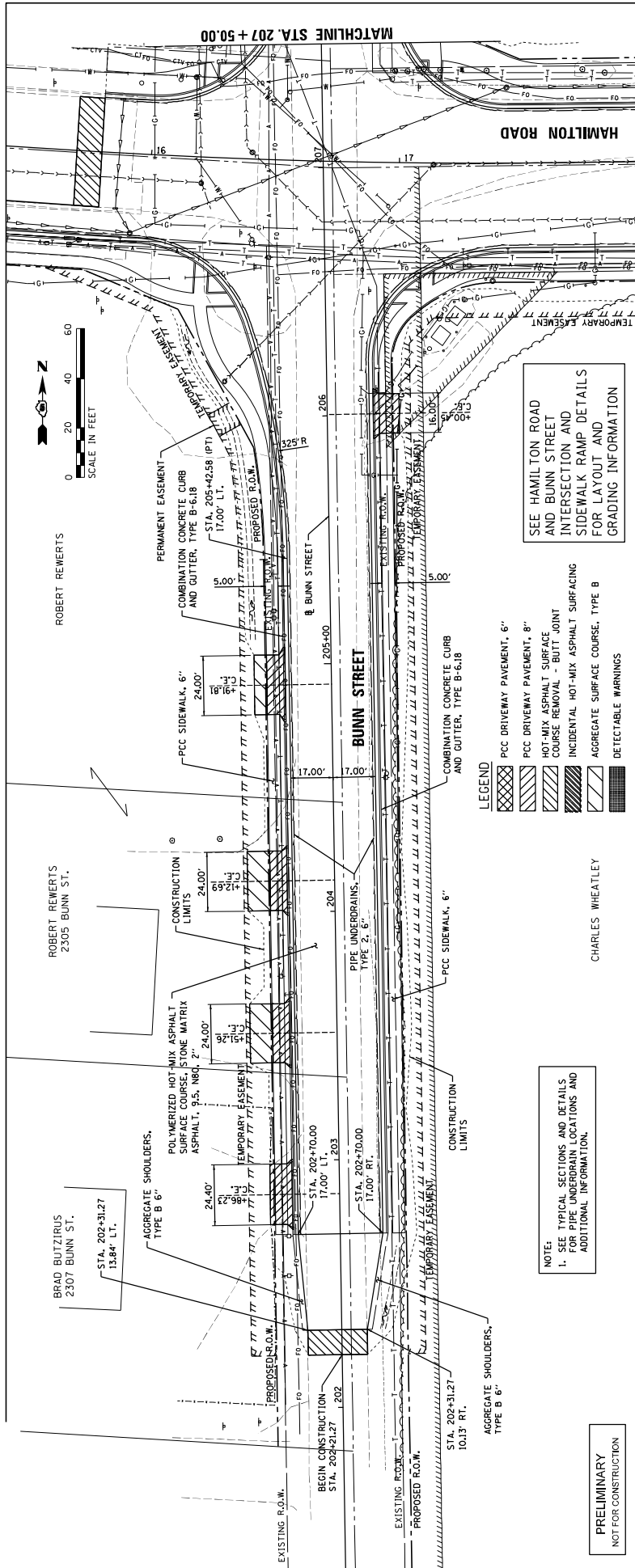


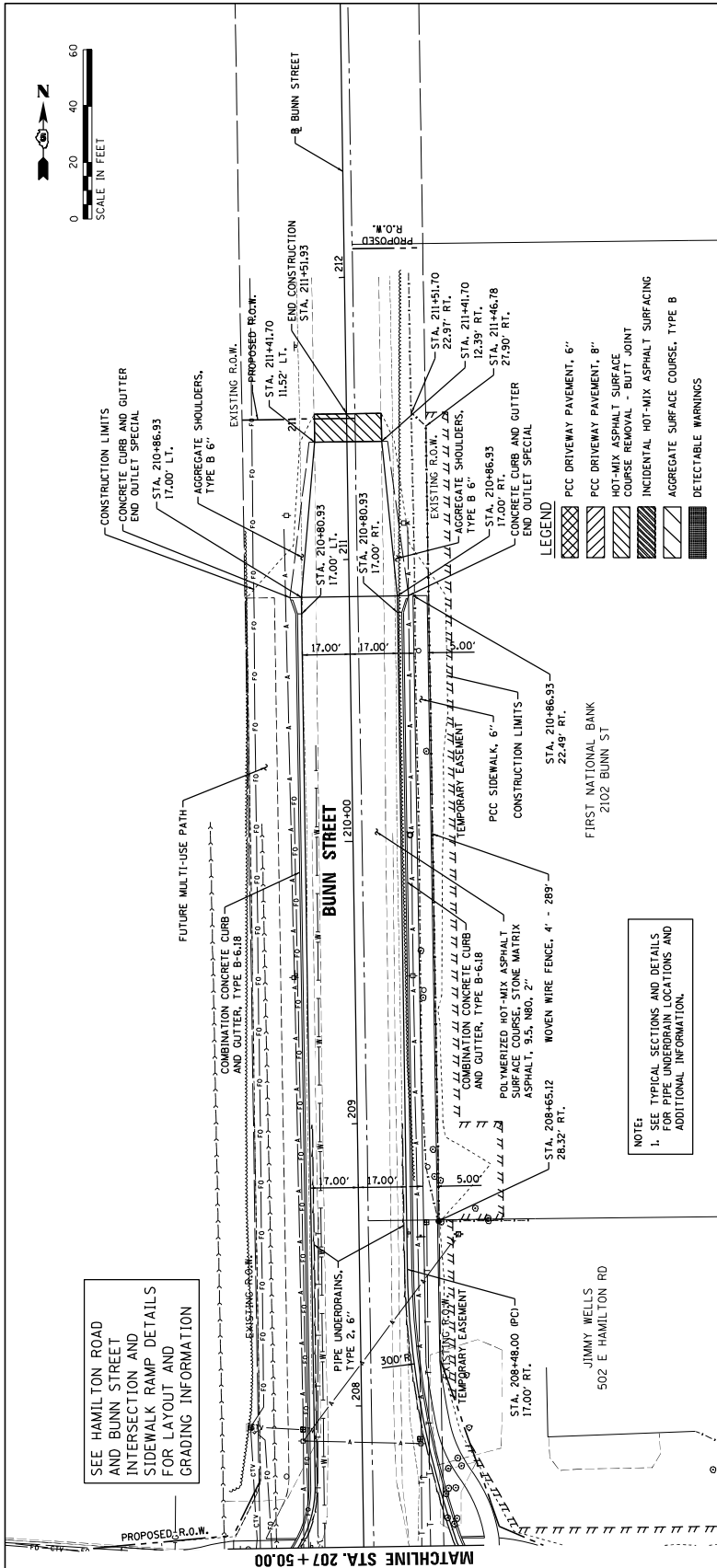
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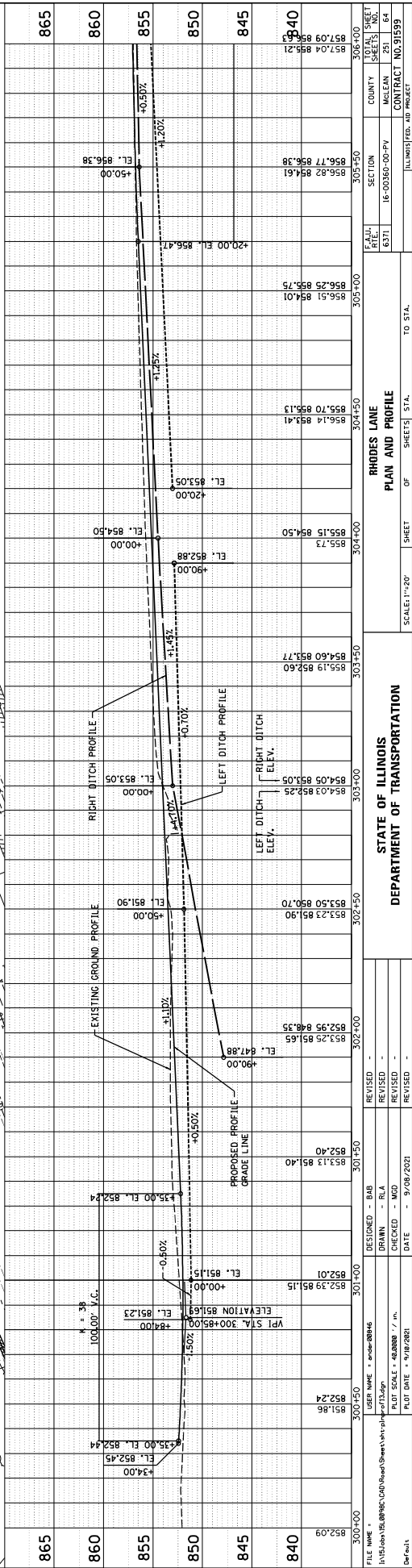
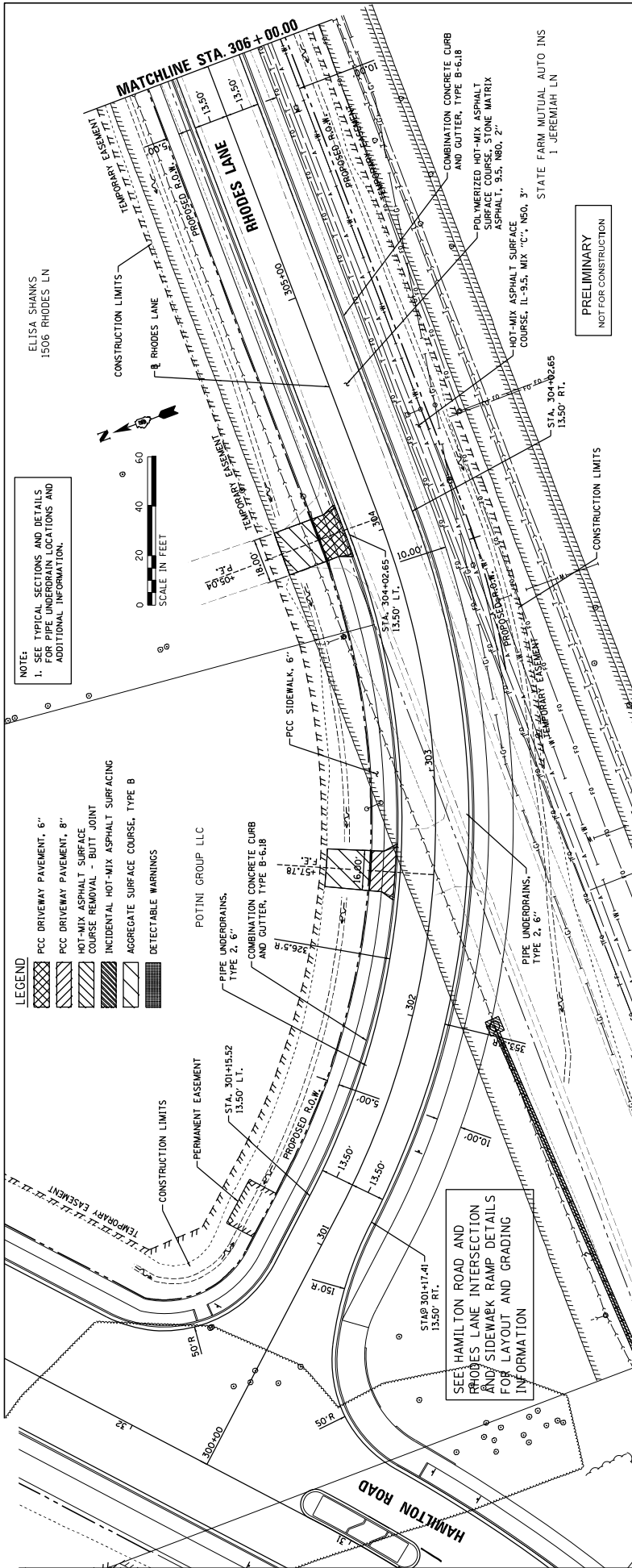
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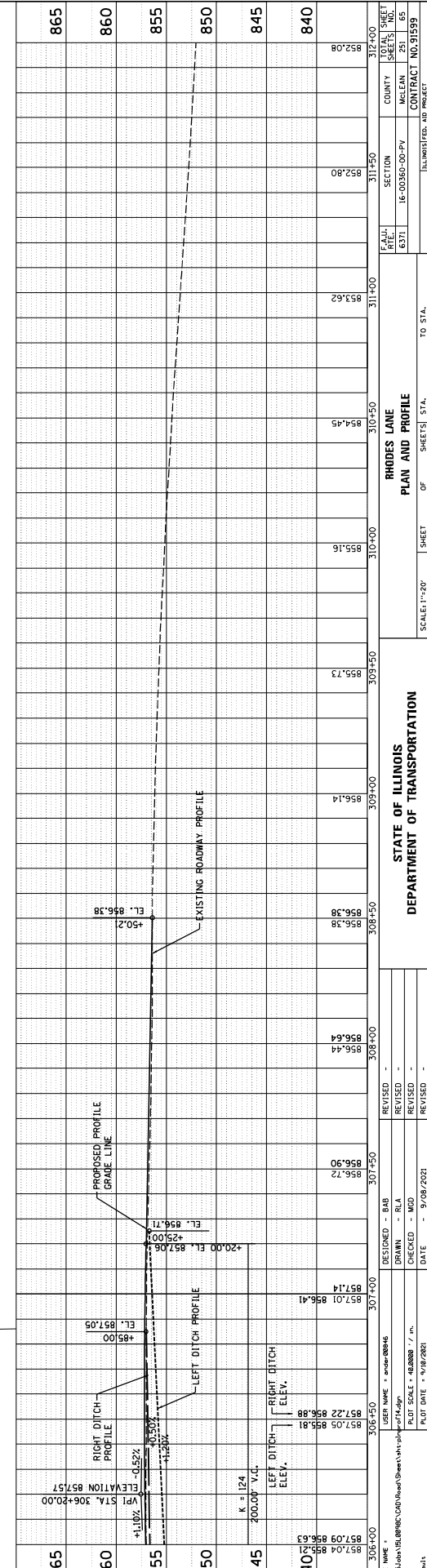
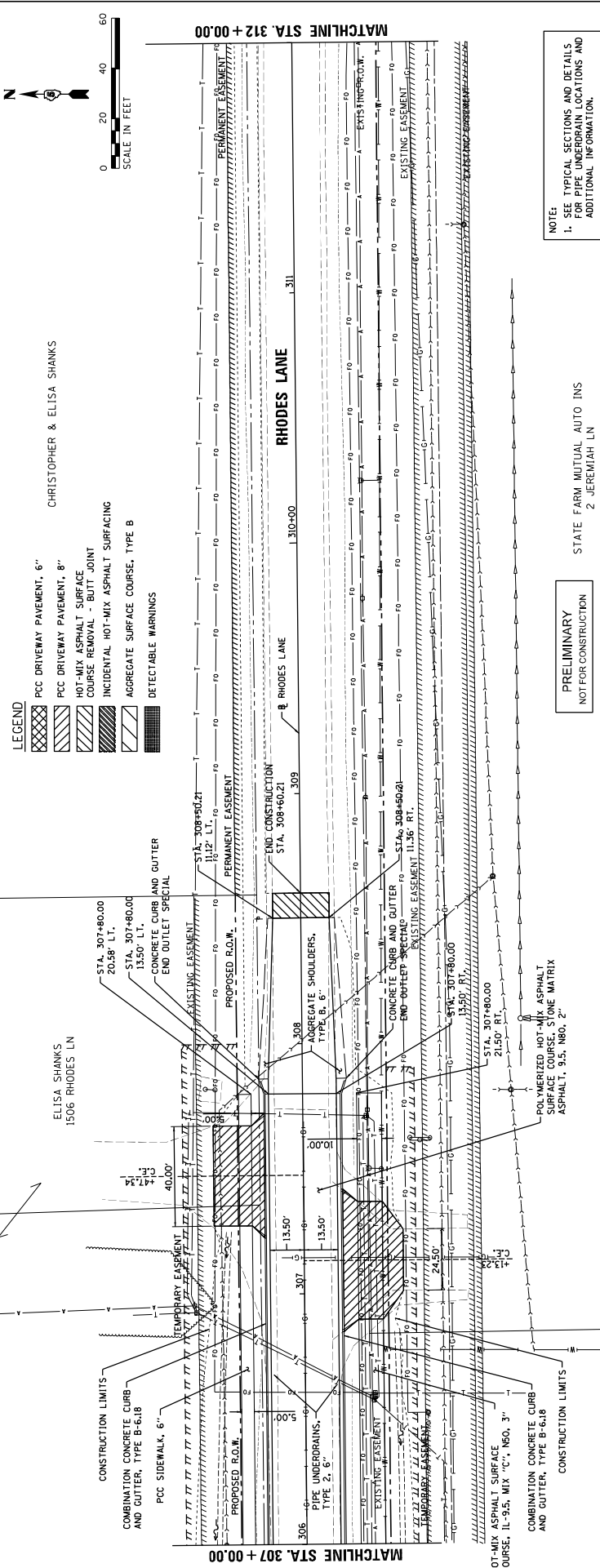
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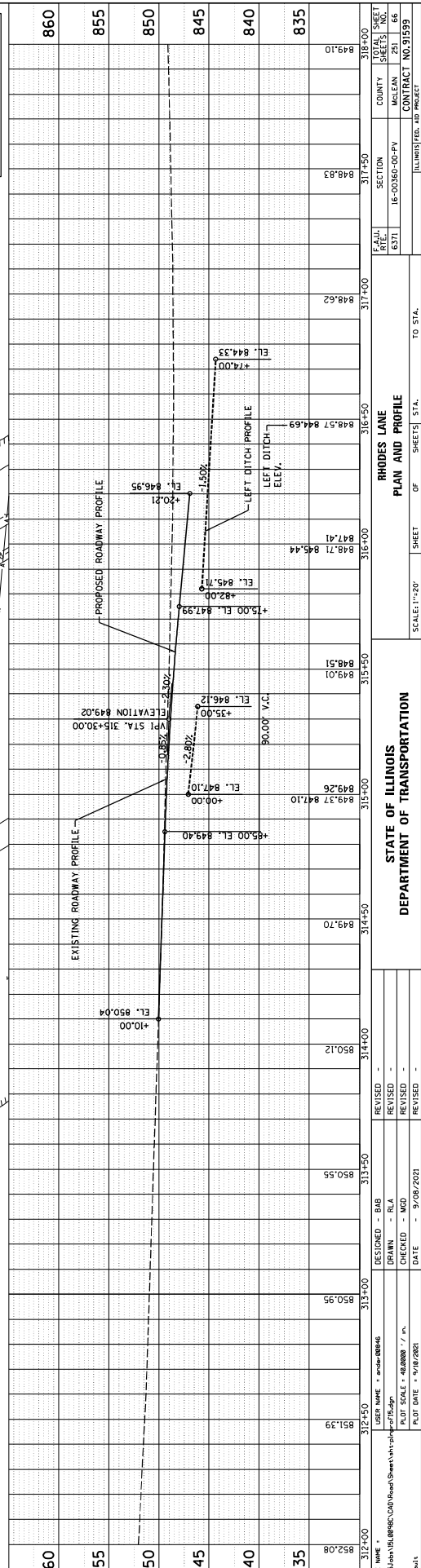
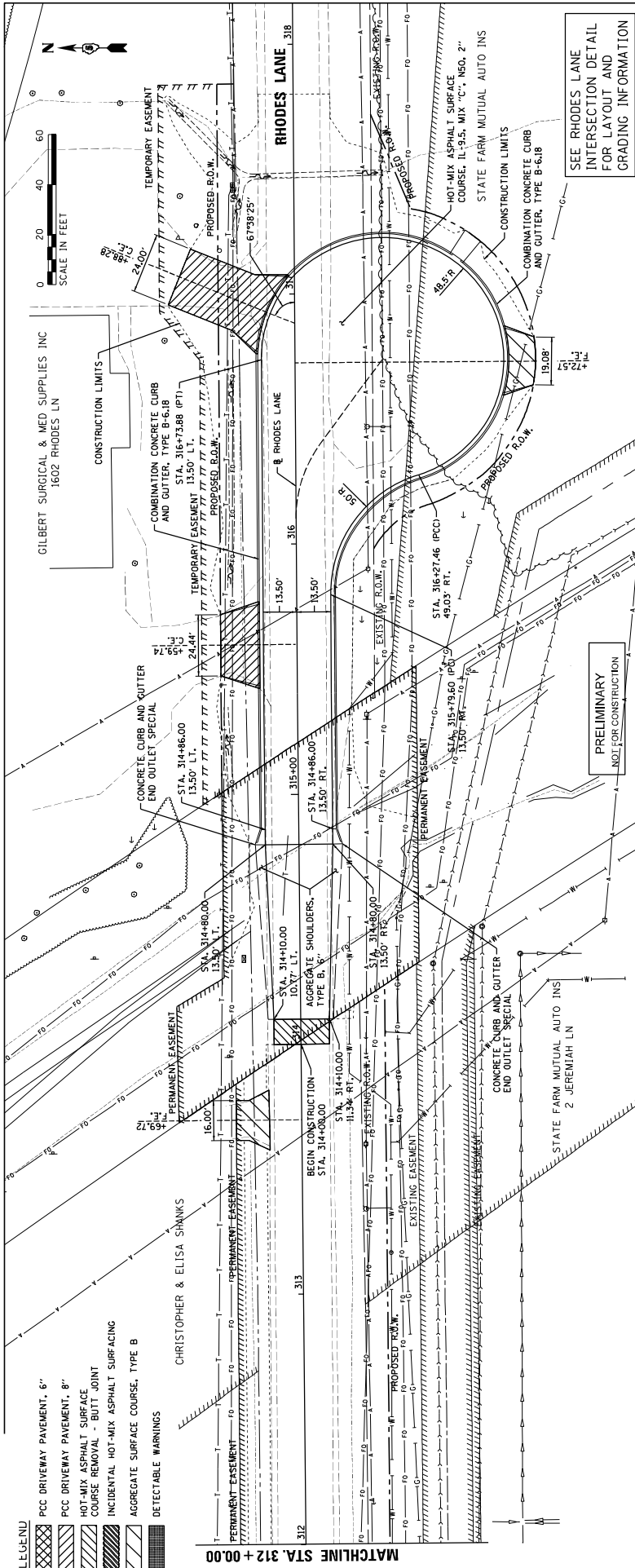
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STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				RHODES LANE PLAN AND PROFILE			
SECTION	F.A.I. RATE	SECTION	F.A.I. RATE	SHEET	OF	SHEETS	STA.
16-00360-00-PV	6371	16-00360-00-PV	6371	251	1	64	CONTRACT NO. 91599
ILLINOIS				ILLINOIS			

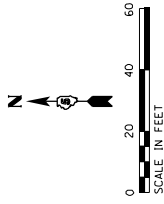


STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				RHODES LANE PLAN AND PROFILE			
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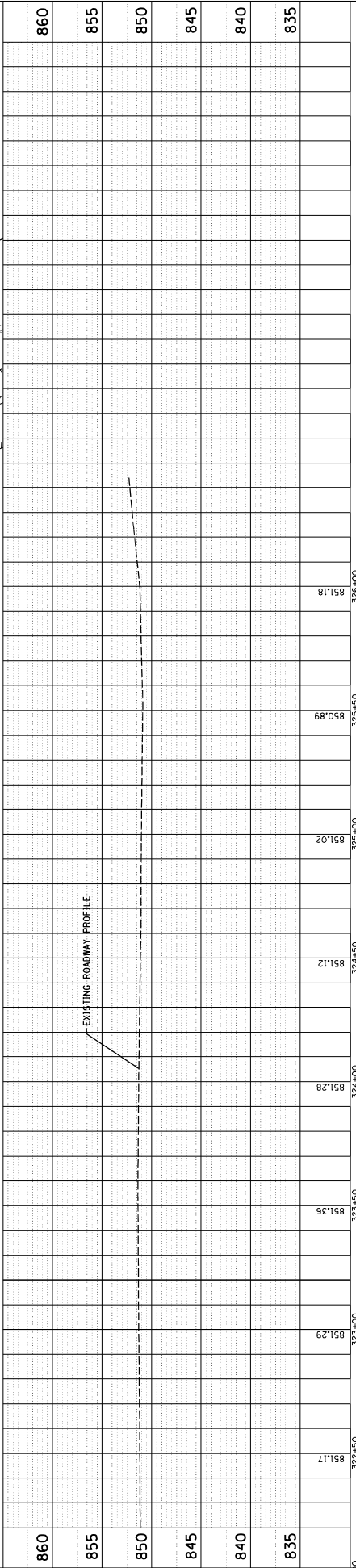
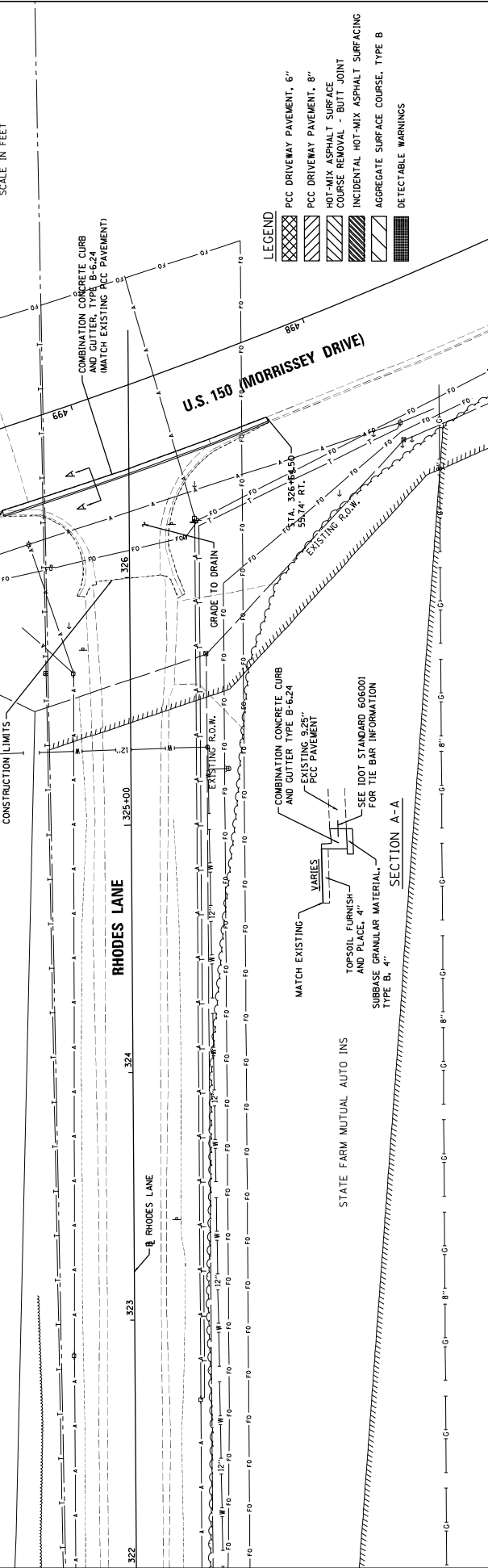


PRELIMINARY
NOT FOR CONSTRUCTION

GILBERT SURGICAL & MED SUPPLIES INC
1602 RHODES LN

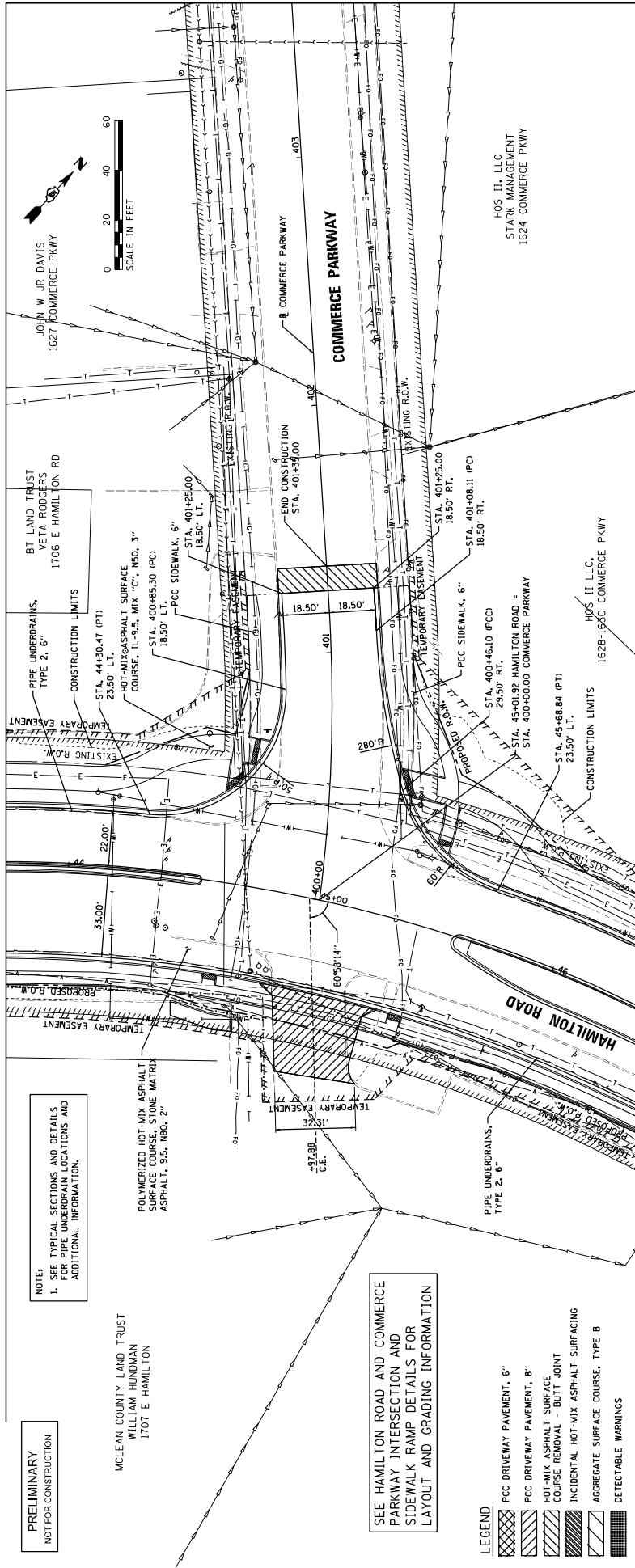


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FILE NAME	DESIGNED	DRAWN	CHECKED	DATE
16-00360-00-PV	10/1/2020	10/1/2020	10/1/2020	10/1/2020

SECTION	SHEET	OF	SHEETS	STA.	TO STA.
16-00360-00-PV	6371	1	67	326+00	326+00

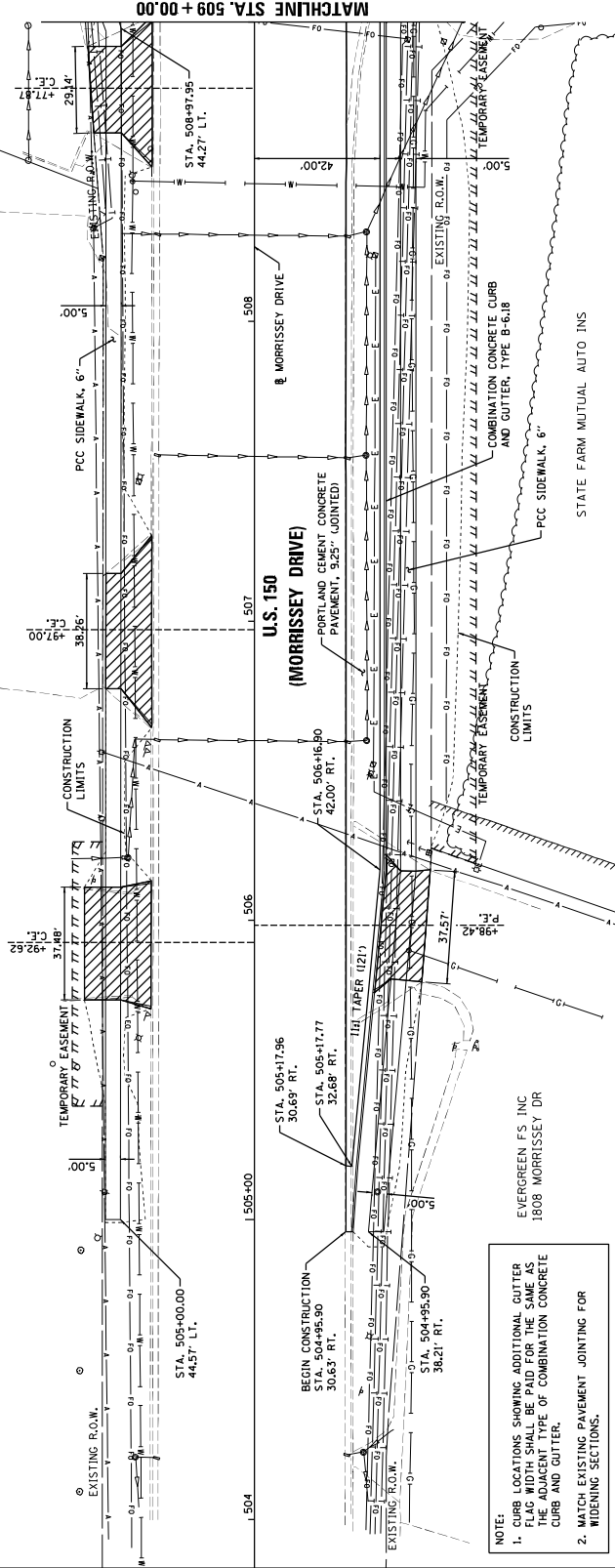


FILE NAME *	DESIGNED - BAB				REVISION		SHEET NO.
	USER NAME *	DATE	BY	CHKD	REVISED	REVISED	
860	USER NAME *	DATE	BY	CHKD	REVISED	REVISED	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION COMMERCIAL PARKWAY PLAN AND PROFILE SCALE: 1"=20' SHEET OF SHEETS STA. TO STA.
855	DRAWN - RJA						
850	CHECKED - WGD						
845	DATE - 9/08/2021						
840	PLOT DATE - 9/18/2021						
835							

PRELIMINARY
NOT FOR CONSTRUCTION

GEARHEADS PROPERTIES LLC
1805 MORRISSEY DR

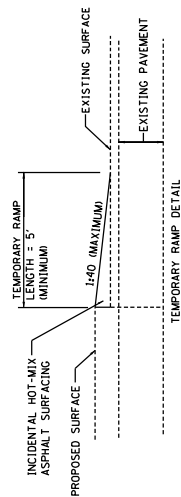
ROCK ROSE PROPERTIES LLC
1721 E HAMILTON RD



NOTE:

1. CURB LOCATIONS SHOWING ADDITIONAL GUTTER FLOW BIRTHING BE PAID FOR THE SAME AS THE ADJACENT TYPE OF COMBINATION CONCRETE CURB AND GUTTER.
2. MATCH EXISTING PAVEMENT JOINTING FOR WIDENING SECTIONS.

[illegible][illegible]



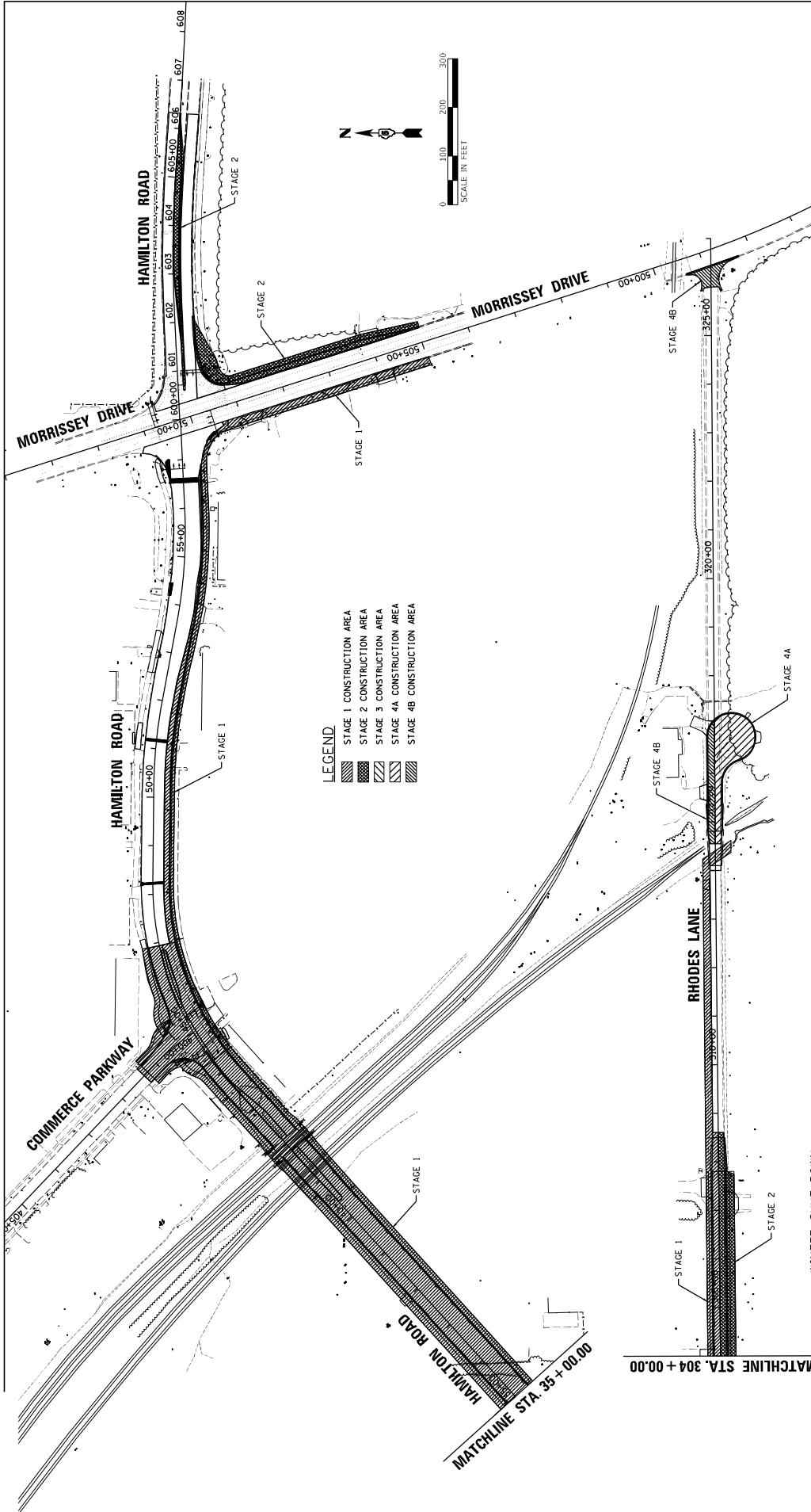
WINTER SHUT DOWN

1. ALL ROADS SHALL BE OPEN TO TWO-WAY TRAFFIC.
2. ALL SIDEWALKS AND BIKE LANES SHALL BE OPEN AND FREE OF OBSTRUCTIONS. IN PROGRESS WORK ADJACENT TO BIKE AND PEDESTRIAN FACILITIES SHALL BE REMOVED OR PROTECTED AS APPROVED BY THE ENGINEER.
3. PAVED TEMPORARY SIDEWALK SHALL BE PLACED TO CONNECT NEW WORK WITH OLD TO PROVIDE CONTINUOUS PEDESTRIAN AND BIKE PATHS.
4. RESTORE ALL TRAFFIC SIGNALS TO NORMAL OPERATION, OR AS DIRECTED BY THE ENGINEER PRIOR TO ANY OPEN EXCAVATIONS SHALL BE SECURED AND PROTECTED.
5. THE CONTRACTOR WILL BE RESPONSIBLE FOR TRAFFIC CONTROL, MAINTENANCE AND SURVEILLANCE DURING WINTER SHUTDOWN (SEE SPECIAL PROVISIONS).

LEGEND

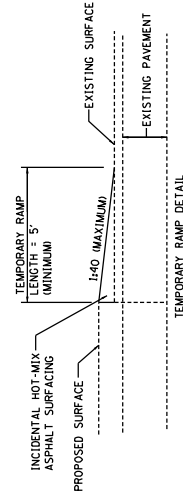
- | STAGE 1 CONSTRUCTION AREA | STAGE 2 CONSTRUCTION AREA | STAGE 3 CONSTRUCTION AREA | STAGE 4A CONSTRUCTION AREA | STAGE 4B CONSTRUCTION AREA |
|---------------------------|---------------------------|---------------------------|----------------------------|----------------------------|
|---------------------------|---------------------------|---------------------------|----------------------------|----------------------------|

[illegible]



WINTER SHUT DOWN

1. ALL ROADS SHALL BE OPEN TO TWO-WAY TRAFFIC.
2. ALL SIDEWALKS AND BIKE LANES SHALL BE OPEN AND FREE OF OBSTRUCTIONS. IN PROGRESS WORK ADJACENT TO BIKE AND PEDESTRIAN FACILITIES SHALL BE REMOVED OR PROTECTED AS APPROVED BY THE ENGINEER.
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5. ANY OPEN EXCAVATIONS SHALL BE SECURED AND PROTECTED.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR TRAFFIC CONTROL MAINTENANCE AND SURVEILLANCE DURING WINTER SHUTDOWN (SEE SPECIAL PROVISIONS).



PRELIMINARY
NOT FOR CONSTRUCTION

FILE NAME	DESIGNED -	DRAWN -	CHECKED -	DATE	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION			STAGE CONSTRUCTION / TRAFFIC CONTROL PLANS OVERVIEW PLAN			SECTION	COUNTY	TOTAL SHEET NO.
					DESIGNED -	DRAWN -	CHECKED -	DATE	DESIGNED -	DRAWN -			
\\US-SD-015\US-SD-015\BPRC\CD\Road\Sheet\Sheet-1.dwg	BAH	BAH	MD	3/18/2021	BAH	BAH	MD	3/18/2021	BAH	BAH	16-00360-00-PV	MCLEAN	251
PROJECT SCALE = 1"=100'													72
DATE													CONTRACT NO.31599
													ILLINOIS FED. AID PROJECT

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
For the Account of: The City of Bloomington, Illinois
Project Description: Construct Hamilton Rd. across NS, Close 2 at-grade crossings,
& Relocation of 2 siding tracks
Location: Bloomington, McLean County, Illinois
Project No.: 0
Milepost: SP-373.25
File: CX0035117
Date: Updated October 30, 2024

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	118,563
ITEM C - Administration	3,931
ITEM D - Railroad Protective Services	0
ITEM E - Communications	0
ITEM F - Signal & Electrical	623,576
ITEM G - Track Work	4,788,370
ITEM H - T-Cubed	0
Total	\$ 5,534,440
Contingency 0%	\$ -
GRAND TOTAL	\$ 5,534,440

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor: 0 Hours @ \$60 / hour= 0
Labor Additives: 0
Travel Expenses: 0
Services by Contract Engineer: 0

NET TOTAL - ITEM A \$ -

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	80 Hours @ \$60 / hour=	4,800
Labor Additives:		4,025
Travel Expenses:		3,500
Services by Contract Engineer:		106,238

NET TOTAL - ITEM B	\$ 118,563
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ITEM C - Administration

Agreement Construction, Review and/or Handling:	2,460
Protective Services Process/Handling Fee:	0
Miscellaneous Handling (i.e. Real Estate ValMap fee):	0
Accounting Hours (Labor): 20 Hours @ \$40 / hour=	800
Accounting Additives:	671

NET TOTAL - ITEM C	\$ 3,931
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ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Protective Services	
	0 days @ 435.00 per day=	0
	(based on working 12 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0

NET TOTAL - ITEM D	\$ -
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ITEM E - Communications

Material:	0
Labor:	0
Purchase Services:	0
Subsistence:	0
Additive:	0

NET TOTAL - ITEM E	\$ -
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ITEM F - Signal & Electrical

Material:	181,006
Labor:	171,977
Purchase Services:	27,715
Other:	242,878
NET TOTAL - ITEM F	\$ 623,576

ITEM G - Track Work (Siding Relocation & Hamilton Rd Surface)

Material:	1,036,602
Labor:	105,291
Additive:	466,478
Purchase Services:	3,180,000
NET TOTAL - ITEM G	\$ 4,788,370

ITEM H - T-CUBED

Lump Sum	\$ -
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 235.85%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 83.86%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (10/30/2024). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



Round Figure Estimate for Grade Crossing Warning Devices

City/State: BLOOMINGTON, IL

Road: HAMILTON RD.

MilePost: SP-373.21

DOT/AAR: 981320G

State Proj. No.:

County: MCLEAN

S&E Proj. No.: 04.0138

AFE: F-08839

Man Days: 240

File Number: 061-04.0577

Purchases - Others	
Meals and Lodging:	\$53,619.40
Rental of Equipment:	\$30,945.02
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 40 Days)	
Construction Supervision Vehicle:	\$316.70
Purchases - Other Total:	\$84,881.27
Material And Additives	
Material Cost:	\$157,396.00
Sales and Use Tax:	\$15,740.00
Material Handling Freight:	\$7,869.78
Material Total:	\$181,005.78
Labor And Additives	
Labor Cost:	\$106,560.00
(6 man crew at \$2,664.00 a day for: 40 days)	
Payroll Tax & Overheads:	\$157,996.51
Preliminary Engineering:	\$27,715.33
Construction Supervision:	\$65,417.18
Labor Total:	\$357,689.02
Project Cost:	\$623,576.07
Scrap / Salvage Credit:	\$0.00
Project Total:	\$623,576.07

Estimated on: 25-Oct-24

Estimated by: bjg96

Estimate valid for 1 year from date of estimate

Norfolk Southern - Design & Construction				NORFOLK SOUTHERN		Internal and Confidential		Federal Project Estimate		
Estimate Summary Sheet				One line. infinite possibilities.				2023		Original
DESCRIPTION: Proposed Tracks at Good Yard				D&C PROJECT ID: D2929		PREPARED BY: NFB		RAILWAY LENGTH: 0 TF		
LOCATION: Bloomington , IL				NS FILE #: CX0035117		ESTIMATE DATE: 12/18/2023		INDUSTRY LENGTH: 0 TF		
HMV&S DIVISION & MP: Midwest -- MP SP 379				D&C PLAN #: TD-2022-1		OFF. TRACKWORK: 0		TOTAL LENGTH: 0 TF		
Department	A/E Code	Property	Labor	Material	Contract	Other	Additives	Capital	Expense	100% BILLABLE
Maintenance of Way MNR-66	5108	Crossies	\$ -	\$ 18,000	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ 21,000
	5178	Switch Ties	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5109.1	New Rail	\$ 33,000	\$ 183,000	\$ 117,000	\$ 2,000	\$ 102,000	\$ -	\$ -	\$ 437,000
	5109.11	Relay Rail	\$ 65,000	\$ -	\$ 33,000	\$ 4,000	\$ 152,000	\$ -	\$ -	\$ 254,000
	5109.2	New OTM	\$ 2,000	\$ 61,000	\$ 8,000	\$ 1,000	\$ 15,000	\$ -	\$ -	\$ 87,000
	5109.21	Relay OTM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5111	Ballast	\$ -	\$ -	\$ -	\$ 10,000	\$ 2,000	\$ -	\$ -	\$ 12,000
5139	Grade Crosshgs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUBTOTALS:			\$ 100,000	\$ 262,000	\$ 158,000	\$ 17,000	\$ 274,000	\$ -	\$ -	\$ 811,000
TOTAL - DEPT. 66: \$ 811,000										
Design & Construction ENP-62	5103	Grading	\$ -	\$ -	\$ 1,809,000	\$ 45,000	\$ 60,000	\$ -	\$ -	\$ 1,914,000
	5106	Drainage	\$ -	\$ -	\$ 368,000	\$ -	\$ 3,000	\$ -	\$ -	\$ 371,000
	5108	Crossies	\$ -	\$ 267,000	\$ -	\$ -	\$ 36,000	\$ -	\$ -	\$ 303,000
	5178	Switch Ties	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5109.1	New Rail	\$ -	\$ 309,000	\$ 527,000	\$ -	\$ 45,000	\$ -	\$ -	\$ 881,000
	5109.11	Relay Rail	\$ -	\$ -	\$ 11,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 12,000
	5109.2	New OTM	\$ -	\$ 138,000	\$ -	\$ -	\$ 19,000	\$ -	\$ -	\$ 157,000
5109.21	Relay OTM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5111	Ballast	\$ -	\$ -	\$ 5,000	\$ 86,000	\$ 13,000	\$ -	\$ -	\$ 104,000	
5139	Grade Crosshgs	\$ -	\$ -	\$ 135,000	\$ 9,000	\$ 3,000	\$ -	\$ -	\$ 147,000	
SUBTOTALS:			\$ 714,000	\$ 2,855,000	\$ 140,000	\$ 180,000	\$ -	\$ -	\$ 3,889,000	
TOTAL - DEPT. 62: \$ 3,889,000										
C&S-52	5126	Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5127	Signals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BBD-63	5106	Bridges and Structures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RES-21	5102	Real Estate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FAC-9C	5131	Mechanical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EAS-57	5116	Buildings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LAW-36	5102	Law	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TTT-94	5126	T-Cubed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENV-54	5103	Environmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FNP-15	5109	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INT-43	5125	Intermodal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BLK-24	5103	Bulk Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRV-56	5116	Terminals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER	5103	OTHER CHARGES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COST BREAKDOWN:								Total Capital	Total Expense	Total Billable
								\$ -	\$ -	\$ 4,700,000
Total Federal Project Cost:								\$ 4,700,000		

1/29/2024 - Oversight of Trackwork construction included in estimate.

Norfolk Southern Railway Company
Midwest Division
Bloomington, McLean County, Illinois
ESTIMATE FOR CROSSING REMOVAL
New Crossing Installation

Existing Crossing
DOT Number: 981320G
MP: SP-373.25

1 TRACK(S);		96 CROSSING LENGTH		
MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
SURFACE MATERIAL (Rubber Flangeways)	96	TRK. FT.	81.00	7,776
ASPHALT (BY CONTRACTOR)	32	TONS	396.00	12,672
RAIL, 132-LB RE	240	LIN FT.	25.00	6,000
TRANSITION RAIL	4	EA.	1171.00	4,684
INSULATED JOINTS	4	EA.	1355.00	5,420
RAIL ANCHORS	256	EA.	1.90	486
SPIKES	3.0	KEG	118.00	354
TIE PLATES	128	EA.	15.00	1,920
CROSSTIES (10')	0	EA.	100.00	0
CROSSTIES (GRADE 5)	64	EA.	55.00	3,520
TRUCKED BALLAST AND GRAVEL	10	TONS	104.00	1,040
GEOTEXTILE	0	LIN FT.	7.00	0
THERMITE WELDS	8	EA.	691.00	5,528
ASPHALT DISPOSAL	1	LUMPS	5000.00	5,000
TOTAL (INCLUDES 11.4% INVENTORY OR TAX ADDITIVES)				60,602
LABOR				
REMOVE EXISTING CROSSING	0	MAN HOURS	35.27	0
REHABILITATE TRK. STRUCTURE	50	MAN HOURS	35.27	1,764
INSTALL NEW CROSSING	100	MAN HOURS	35.27	3,527
TOTAL				5,291
OTHER ITEMS				
COMPOSITE LABOR ADDITIVE (235.85%)				12,478
EQUIPMENT RENTAL & TRANSPORTATION				10,000
PRELIMINARY & CONSTRUCTION ENGINEERING SERVICES AND INVOICE				0
TOTAL (Billed to Project Sponsor)				\$88,370

*ESTIMATE BASED ON FULL CLOSURE OF ROAD WITH TRAFFIC CONTROL AND BARRICADES PROVIDED BY OTHERS

*UNIT COSTS ARE ESTIMATED. ACTUAL UNIT COSTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

This estimate is valid for one (1) year after the date of estimate. If work is not performed within this time frame the Railway may revise the estimate to include work not previously deemed necessary.

This estimate shall not be considered as an approval for a temporary crossing. Information provided is an estimation of the anticipated cost for the construction of the crossing only. All temporary construction crossings require a separate approval from Norfolk Southern's General Manager and Division Superintendent, a separate stand alone temporary construction crossing agreement with associated real estate fees, and all required insurances as noted in the in the temporary construction crossing agreement.

OFFICE OF CHIEF ENGINEER DESIGN & CONSTRUCTION - ATLANTA, GEORGIA
Tuesday, June 18, 2024

File: CX0035117

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR
NS File: _____
NS Billing Number: _____

NORFOLK SOUTHERN
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, _____
("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on
or about Company's premises and/or facilities in the vicinity of Company milepost _____

(the "Premises") for the sole purpose of _____

, on behalf of _____
(the "Project Sponsor") during the period _____, 20____, to _____, 20____ (the
"Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth
herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the
receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the
parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to
subcontractors and other entities affiliated with Principal who are specifically approved for entry by
authorized representatives of Company in writing, as well as to the officers and employees of the
foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and
to such equipment, machinery, rolling stock and other personal property and fixtures belonging to
Company or otherwise located on the Premises, only to the extent specifically designated and approved
in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

- (i) that Licensees' access to the Premises shall be limited to the Designated Property and
that Principal shall be liable and fully responsible for all actions of Licensees while on the
Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and
(b) be subject to Company's removal from the Premises, in Company's sole discretion,
due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to
act respectfully, responsibly, professionally, and/or in a manner consistent with
Company's desire to minimize risk and maintain its property with maximum security and
minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with
Company personnel as to reasonably avoid accidents, damage or harm to persons or
property and delays or interference with the operations of any Company's facilities and in
accordance with Company's "Special Provisions for Protection of Railway Interest",
attached and incorporated herein.
- (iv) to give Company's officer signing this agreement, or his or her authorized representative,
advance notification of the presence of Licensees on Designated Property in accordance
with Company's "Special Provisions for Protection of Railway Interest";
- (v) to indemnify and save harmless Company, its officers, agents and employees from and
against any and all claims, demands, losses, suits, judgments, costs, expenses (including
without limitation reasonable attorney's fees) and liability resulting from (a) injury to or
death of any person, including without limitation the Licensees, and damage to or loss of
any property, including without limitation that belonging to or in the custody of Licensees

(the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including, but not limited to, material, labor, construction submittal review, supervisory and railroad protective services costs, and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available

under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

Name of Principal: _____

By: _____

Print Name: _____

Title _____

Date _____, 20____

NORFOLK SOUTHERN RAILWAY COMPANY

By _____

Print Name: A.B. Johnson

Title Chief Engineer Design & Construction

Date _____, 20____

E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Improvements Engineer or Engineer Planning, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as “Construction Engineering Representative”.

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as “Railroad Representative”.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as “Contractor Protective Services”.

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as “Special Provisions”.

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. AUTHORIZATION TO PROCEED:

- A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:
 1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.
 2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 15 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
 4. Obtained Contractor Protective Services as required by Section 8 herein.
 5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.
 6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.
 7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.
3. NOTICE OF STARTING WORK:
- A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:
1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.
 2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the Contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

5. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
 3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.
 - b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Girder Shop Drawings including welding/fabrication procedures
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
 - (4) Concrete Mix Design
 - (5) Structural Steel, Rebar, and/or Strand Certifications
 - (6) 28-day Cylinder Test for Concrete Strength
 - (7) Waterproofing Material Certification
 - (8) Dampproofing materials
 - (9) Test Reports for all steel
 - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.
6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.
- J. Maintenance of Railroad Facilities:
1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
 2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
 3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.
- K. Storage of Materials and Equipment:
1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
 2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.

7. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

8. CONTRACTOR PROTECTIVE SERVICES:

A. Requirements:

1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.
2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.
3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.
4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.
5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

9. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

11. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

12. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Contractor Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

13. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.
- C. No person is allowed to perform construction activities which may impact the Railroad's property or operations without specific authorization from the Contractor Protective Services.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No person is allowed to cross tracks without specific authorization from the Contractor Protective Services.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contractor Protective Services.

14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Representative and Contractor Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

15. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
4. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.
5. All insurance required in Section 15.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.
7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.
9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to NSRISK3@nscorp.com.

12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
 13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.
- B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:
1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates
 650 West Peachtree Street NW – Box 46
 Atlanta, GA 30308
 Attn: Risk Manager

(NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.

Norfolk Southern Railway Company



- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are **required** are:
 - (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:

Risk Management
 Norfolk Southern Corporation and its subsidiaries
 650 West Peachtree Street NW – Box 46
 Atlanta, GA 30308
NSRISK3@NSCORP.COM

- C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 15.A shall be issued to the Railroad at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
 - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.
 - b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 15.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

16. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

Norfolk Southern Railway Company

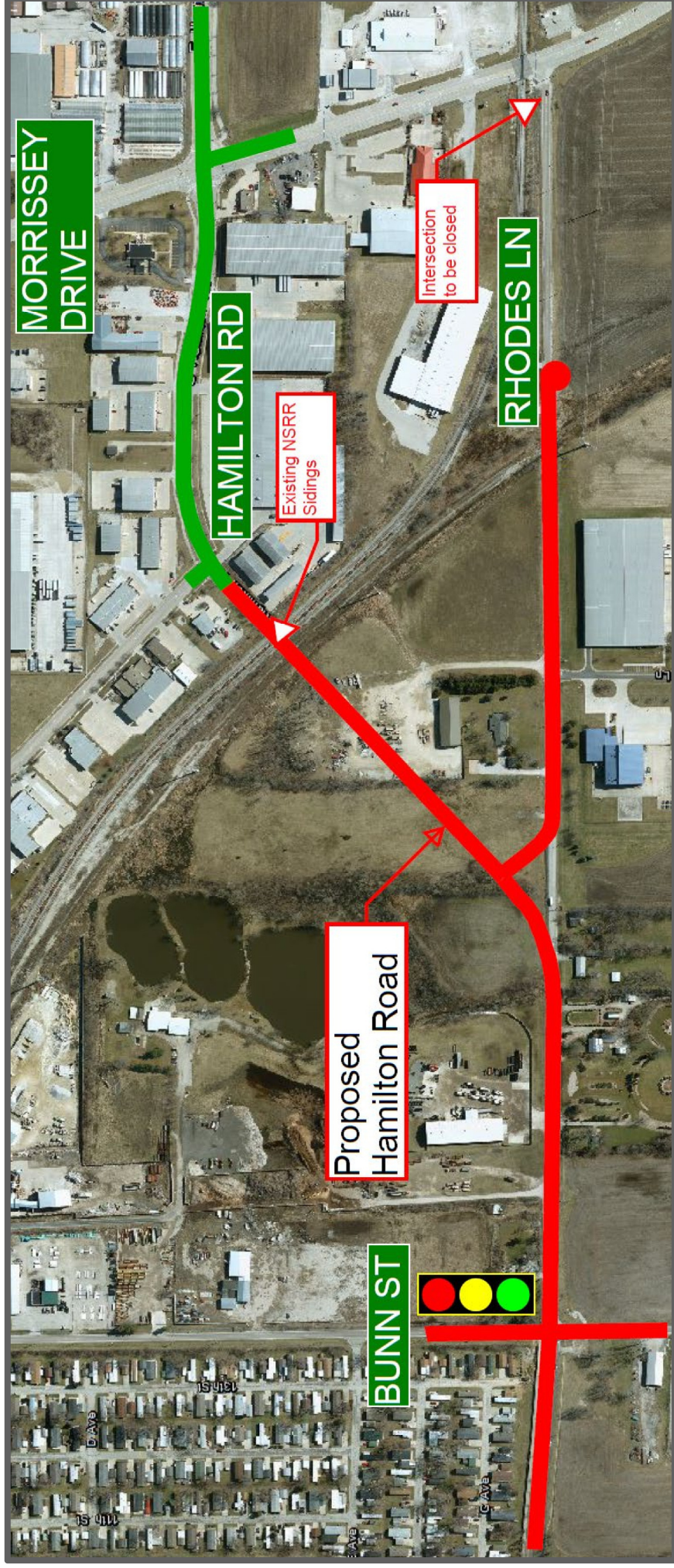


18. PROJECT INFORMATION

- A. Date: January 30, 2025
- B. NS File No.: CX0035117
- C. NS Milepost: SP-373.25
- D. Sponsor’s Project No.

Hamilton Rd, Bunn St to Morrissey Dr

Proposed Split Phases 1 & 2



Proposed Construction Limits

Phase 1 - Green lines (widening / adding turn lanes, resurfacing and traffic signal work at Morrissey)

Phase 2 - Red lines (new road construction including new railroad crossing)

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Norfolk Southern Railway Company	Amount: \$5,401,950.40	Date: 02/26/2025
---	------------------------	------------------

Description of item/service: Track work (siding relocation & Hamilton Road surface), signal & electrical work, construction engineering services, and administrative duties

Justification- Explain why this vendor is the only vendor that can perform this work: The railway company has indicated the track work (siding relocation & Hamilton Road surface), signal & electrical work, and their construction engineering must be performed by their contract construction and engineering group since the at-grade crossing signals and relocation of the two siding tracks to the Normal Good Yard are to be owned and operated by them. Therefore, the City does not have the option to procure the services of another vendor for this work.

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

Jim Karch

(Name and Signature of Department Head)

02/26/2025

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Procurement Designee

3/5/2025

Date



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the County of McLean for Use of the City of Bloomington Police Shooting Range Facility, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor range and police training facility on land located fourteen miles east of Bloomington on Route 9. An intergovernmental agreement ("IGA") was signed in September 1994 detailing policies and procedures to be adhered to in order to provide joint training with the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commissions.

The current IGA expired on December 31, 2024. A new agreement is proposed. The rate for the County of McLean is \$8,221.98 and represents payment for use from January 1, 2025, to December 31, 2025. This is a one-year agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County

FINANCIAL IMPACT: If approved, the County of McLean will pay \$8,221.98 for the use of the facility for calendar year 2025. This will be recorded in the Police-McLean County account (10015110-53320). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 231.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

ATTACHMENTS:

[PD 1B Resolution](#)

[PD 1C Resolution Exhibit A - Agreement](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN FOR USE OF THE CITY OF
BLOOMINGTON POLICE SHOOTING RANGE FACILITY**

WHEREAS, subject to the provisions of the City Code, staff are recommending an Intergovernmental Agreement with the County of McLean ("County") for the County's use of the City's Police shooting range, where the County would pay the City of Bloomington ("City") \$8,221.98 for the calendar year 2025; and (Exhibit A); and

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City and the County are home rule municipalities under Article 7, Section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City and the County desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Intergovernmental Agreement and any other necessary documents.

PASSED this 10th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE COUNTY OF MCLEAN
REGULATING THE USE BY THE COUNTY OF MCLEAN
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington and the County of McLean desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The County of McLean Police Agency.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by December 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. After a reasonably sufficient time to correct scheduling conflicts/issues, the Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if requested. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range, along with a copy of each officer's certification and/or credentials showing they are properly certified as range safety officers pursuant to the laws, regulations, and training requirements set forth for such certification. Failing to provide the list and necessary certifications and/or credentials or to keep said list and information current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range and use of the indoor range building are not included in this agreement.

Pistol ammunition is the only ammunition authorized for use on the pistol side of the range. The pistol side of the range is that area immediately in front of the range shed and is equipped with target stands and lanes of fire. Any agency using rifle ammunition on the pistol range will be responsible for the cost of repair of any damage caused by rifle ammunition on the pistol range. Additionally, any agency using rifle ammunition on the pistol range may be subject to a \$1000.00 fee for damages and clean up and constitutes a breach of this agreement which may result in suspension from using any of the range facilities for the remainder of the calendar year.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to willful or wanton negligence, intentional or illegal conduct, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range officer for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2025. This fee shall be paid on January 1st of 2025 and shall represent payment for use from January 1, 2025 until December 31, 2025. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

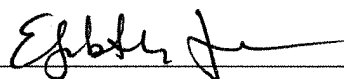
This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2025 and terminating on December 31, 2025. First payment is due January 1, 2025.

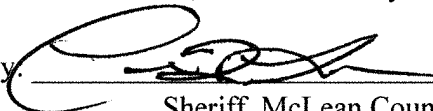
X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

February 13, 2025
Date

COUNTY OF MCLEAN

By: 
Chairman, McLean County Board

By: 
Sheriff, McLean County

ATTEST: 
McLean County Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on a Resolution to Authorize a Change Order to the Meadowbrook Subdivision Improvement Project for a Time Extension to the Contract between the City of Bloomington and George Gildner, Inc. for 182 Days, as requested by the Water Department and the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: On April 22, 2024, City Council approved an Agreement Authorizing a Construction Contract with George Gildner Inc. Meadowbrook Subdivision Improvements proposal package and advertised the project for competitive bids (Re-Bid #2024-49). The original substantial completion date was February 28, 2025. Due to delays caused by weather and other unforeseen circumstances such as additional depth necessary to complete the installation of the new water main, and multiple overlapping contracts for the same project location (Bid 2025-08, Sidewalk, Curb and Gutter Program), both parties have agreed to extend the contract completion date to August 29, 2025, which is an extension of 182 days. This will not impact the cost of the contract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:

[WTR 1B Resolution](#)

[WTR 1C Resolution - Exhibit A](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION AUTHORIZING A CHANGE ORDER TO THE MEADOWBROOK
SUBDIVISION IMPROVEMENT PROJECT FOR A TIME EXTENSION TO THE CONTRACT
BETWEEN THE CITY OF BLOOMINGTON AND GEORGE GILDNER, INC. FOR 182 DAYS**

WHEREAS, subject to the provisions of the City Code, City staff are recommending approval of a change order to the Meadowbrook Subdivision Improvement Project ("Change Order"), to the extent of 182 Days; and

WHEREAS, the original substantial completion date was February 28, 2025. Due to delays caused by weather and other unforeseen circumstances such as additional depth necessary to complete the installation of the new water main, and multiple overlapping contracts for the same project location (Bid 2025-08, Sidewalk, Curb and Gutter Program); and

WHEREAS, both parties have agreed to extend the contract completion date to August 29, 2025, which is an extension of 182 days, and will not impact the cost of the contract; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Change Order, and any other necessary documents.

PASSED this 10th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

EJCDC®

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

License Agreement

Before you use this EJCDC document:

1. **Read this License Agreement in its entirety.** As purchaser, you agree to comply with and are bound by the License Agreement's terms, conditions, and instructions when you use the attached EJCDC document. **Commencement of use of the attached document indicates your acceptance of these terms, conditions, and instructions.** If you do not agree to them, you should promptly return the materials to the vendor.
2. **This License Agreement applies to the attached document only. Other licensing terms and instructions may apply to other EJCDC documents.**
3. The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents (including but not limited to the EJCDC document that is attached, and all other documents in the EJCDC Construction Series, Engineering Series, Design-Build Series, Remediation Series, Procurement Series, and Narrative Series)** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.
4. You acknowledge that you understand that the text of the **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.
5. Make sure that you have the correct word processing software for the attached EJCDC document, which is distributed in Microsoft Word (.doc) format (or, in the case of EJCDC® C-620, Contractor's Application for Payment, in Microsoft Excel).
6. EJCDC allows the end user wide discretion in using and editing the attached document, subject to the provisions of the License Agreement. You are advised, however, that EJCDC documents contain numeric and other cross-references, and that changes to one part of the document may affect other parts. It is solely your responsibility to assure the adequacy and consistency of the final document for your purposes.

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1. Although EJCDC has made reasonable efforts to achieve uniformity of formatting, some document controls (e.g., bold, underline, font size, indentation, numbering, pagination, table of contents) may be affected by software versioning and translators, user settings, changes during editing, and other factors, and may require user intervention to restore intended format and appearance.
2. The attached document is a form that is intended to be revised and modified to meet the project-specific needs of each use or application of the document. For the attached EJCDC document, it is **not** necessary to show changes to the text, through "Track Changes," redline/strikeout, highlighting, or other means. Users may choose to retain the attribution to EJCDC and its supporting organizations, such as document numbers, footers, and logos; or the user may delete these items, at user's option. Both approaches are permitted. In other situations, the user may use only selected clauses from the document (for example, for inclusion in a different contract form). This is a permitted use. Note that under the terms of the License Agreement below, EJCDC reserves all rights to the content of the document, but allows use without copyright attribution.
3. The attached EJCDC document may contain "Notes to User," bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process.
4. The License Agreement typically is removed when a document is being prepared for use on a specific project. The terms of the License Agreement remain in effect regardless of whether it has been removed or remains attached to the document.

Limited License:

As purchaser, you have a limited nonexclusive license to:

1. Use the attached EJCDC document on any number of machines owned, leased, or rented by your company or organization.
2. Use the attached EJCDC document for bona fide contractual and project purposes. Such purposes expressly include controlled distribution to bona fide bidders and proposers, either through direct transmittal in printed or electronic format or posting on a website or other electronic distribution point to which access is limited to bona fide bidders and proposers or others having direct interest in the contract or project. In the case of administrative forms to be used by other project

participants, you may make this EJCDC document available for use by such other participants. For example, a project owner that has purchased EJCDC® C-620, Contractor's Application for Payment, may make such form available to the construction contractor for its use in applying for progress payments.

3. Copy the attached EJCDC document into any machine-readable or printed form for backup or modification purposes in support of your use of the document.

You further agree:

1. To comply with all terms, conditions, and instructions in this License Agreement.
2. That all proprietary and intellectual property rights in the attached EJCDC document and all other **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC and its sponsoring organizations.
3. It is not necessary to include copyright notices when using the attached form.
4. To not use, copy, modify, or transfer the attached EJCDC document or any other **EJCDC Design and Construction Related Documents**, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of the attached EJCDC document, or any other **EJCDC Design and Construction Related Document**, in printed or machine-readable format for resale, and any resale of this document in any format, are expressly prohibited. **Making the attached EJCDC document or any other EJCDC Design and Construction Related Document, in whole or in part, available or accessible on an uncontrolled, public-access website or other uncontrolled electronic distribution point—in any format whatever, whether with or without watermarks, as a Microsoft Word document or in portable document format (PDF)—is expressly prohibited.**
5. As an EJCDC limited licensee you may seek advance written permission from the EJCDC Copyright Administrator to use the attached EJCDC document for educational purposes, subject to terms and conditions to be established by the Copyright Administrator for the specific educational use.

Term:

This license is effective for three years after date of purchase, or six years after the last day of the year of issuance for the attached document (shown in the copyright notice), whichever occurs later, and shall terminate at that time, unless earlier terminated as provided herein, or unless EJCDC extends the term of this license to you, in writing, or publishes on the ejcdc.org website or the websites of the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, an applicable extension of the term of license for a certain period of time for bona fide contractual and project or other authorized uses. You agree upon termination to destroy the attached **EJCDC Design and Construction Related Document along with all copies, modifications and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects).**

EJCDC reserves the right during the term of this agreement to provide access to the purchased document through alternative means, based on improvements or changes in technology, or to

transition the document to secure document platforms or other formats, while maintaining user's access privileges.

EJCDC from time to time publishes new, updated editions of the **EJCDC Design and Construction Related Documents**. EJCDC highly recommends the use of the most current editions of its documents. EJCDC may, at its sole discretion, withdraw from authorized use any document that has been subsequently updated and for which the license has expired.

You may terminate the license at any time by destroying the attached EJCDC document together with all copies, modifications and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects). It will also terminate upon conditions set forth elsewhere in this License Agreement or if you fail to comply with any term or condition of this License Agreement.

Limited Warranty:

If EJCDC has distributed this document on a compact disc, then EJCDC warrants the CD on which this document is furnished to be free from physical defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of the CD (if any) distributed by EJCDC, containing this document, provided such CD does not meet EJCDC's "Limited Warranty" and is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

As purchaser, you assume full responsibility for determining the suitability of this document to your purposes, and for the application and use of this document for contractual or project purposes. To the fullest extent permitted by law, in no event will EJCDC, its sponsoring organizations, its committee members, attorneys, consultants, authorized vendors, or advisors, or their respective staff members, employees, agents, or contractors, be liable to you or any other party for any damages, including any lost profits, lost savings, contractual liabilities, disappointed commercial expectations, economic loss, or other direct, incidental, or consequential damages arising out of the content, unenforceability, insufficiency, inadequacy, use or inability to use the attached EJCDC document or any other **EJCDC Design and Construction Related Documents**, even

if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so portions of the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this License Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void. **If you transfer or purport to transfer such rights, duties, or obligations to another party, your license is automatically terminated.**

This License Agreement shall be governed by the laws of the State of Virginia. If you have any questions concerning this License Agreement, or any requests or inquiries regarding the EJCDC copyright, you may contact EJCDC by writing to:

EJCDC Copyright Administrator
c/o National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314
Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this License Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the License Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this License Agreement.

Information regarding the content of the attached EJCDC document and other **EJCDC Design and Construction Related Documents** may be obtained at ejcdc.org or from the following EJCDC sponsoring organizations:

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, D.C. 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

Change Order No. _____

Date of Issuance:	Effective Date:	2/28/2025
Owner: City of Bloomington	Owner's Contract No.:	Bid 2024 #49
Contractor: George Gildner Inc.	Contractor's Project No.:	NA
Engineer: Farnsworth Group	Engineer's Project No.:	
Project: Meadowbrook Subdivision Improvement Project	Contract Name:	P.O. #20240648 P.O. #20240649

The Contract is modified as follows upon execution of this Change Order: Completion Date Extended from 2/28/2025 through 8/29/2025.

Description: Due to delays caused by weather and other unforeseen circumstances such as additional depth necessary to complete the installation of new water main, and multiple overlapping contracts for the same project location (Bid 2025-08, Sidewalk, Curb and Gutter Program), the parties are in agreement to extend the current completion date from February 28, 2025 through August 29, 2025.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: <u>February 28, 2025</u> Ready for Final Payment: <u>NA</u> _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: <u>February 28, 2025</u> Ready for Final Payment: <u>NA</u> _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>182 Days</u> Ready for Final Payment: <u>NA</u> _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: <u>August 29, 2025</u> Ready for Final Payment: <u>NA</u> _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact and Ward 3

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Robert Beverly DBA Intaglio Composites, a Division of Dream, Inc., for the McGraw Park Sister Cities Garden Seat Wall Caps, in the Amount of \$84,800, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 4e. Strong partnership with residents and neighborhood associations

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The McGraw Park Sister Cities Memorial was constructed as part of McGraw Park Phase II and formally dedicated on August 22, 2013. The Sister Cities Memorial formally recognizes the following cities: Asahikawa, Japan; Vladimir, Russia; Canterbury, England; Nazareth and Nazareth Illit, Israel; Ramallah, Palestine; and Caibarien and Remedios, Cuba. The Sister Cities program was developed as part of a national program conceived by President Dwight Eisenhower's People to People program.

The arrangement of the engraved memorial caps is designed to give the impression of the globe and each city's relative location. McGraw Park is an appropriate location for this memorial, and for Bloomington Mayor Bob McGraw, for whom the park is named, initiated the Asahikawa, Japan relationship.

Over time, the caps have deteriorated and many have become illegible. These new engraved caps will be produced by Intaglio Composites, the same company that produced the originals. Intaglio Composites' familiarity with the project and possession of the original designs positions them in a unique position to recreate the engraved seat wall caps. The new caps will be created with improved graphic retention maintenance directions to ensure the extended life of the engravings.

Due to the unique nature of the seat wall caps and considerable overhead incurred by Intaglio Composites in production of said caps, a deposit of \$41,300 is to be paid to Intaglio Composites upon contract approval, and the remainder of \$43,500 to be paid upon delivery

and approval of final product.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington - Normal Sister Cities Organization and Vladimir/Canterbury Sister Cities Committee

FINANCIAL IMPACT: If approved, the City will enter into a contract with Intaglio Composites in the amount of \$84,800. A total of \$75,000 is included in the FY 2025 Budget for this project. The funds are available in the Capital Improvement Fund-Other Capital Improvements account (40100100-72620). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds and Capital Improvement" on pages 78, 81, 224, 244, and 270.

Respectfully submitted for consideration.

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

ATTACHMENTS:

[P&R 1B Resolution](#)

[P&R 1C Resolution - Exhibit A - Agreement](#)

[P&R 1D Limited Source Justification Letter](#)

[P&R 1E Proposal](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH ROBERT BERVERLY DBA
INTAGLIO COMPOSITES, A DIVISION OF DREAM, INC., FOR THE MCGRAW PARK
SISTER CITIES GARDEN SEAT WALL CAPS, IN THE AMOUNT OF \$84,800**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Intaglio Composites be approved for the McGraw Park Sister Cities Garden Seat Wall Caps (Exhibit A), in the amount of \$84,800; and

WHEREAS, the McGraw Park Sister Cities Garden Seat Wall Caps are weathered, faded, and not representative of the quality standards of the City of Bloomington; and

WHEREAS, Intaglio Composites is in a unique position to perform this work due to the fact they were the original designer of the seat wall caps and can recreate based on retained designs; and

WHEREAS, improved graphical retention will be added to the seat wall caps; and

WHEREAS, the McGraw Park Sister Cities Garden is a regional destination managed in cooperation with the Bloomington – Normal Sister Cities organization; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the agreement (Exhibit A), and any other necessary documents.

PASSED this 10th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Intaglio Composites

FOR

McGraw Park Sister Cities Seat Caps

THIS AGREEMENT, dated this 18 day of February, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Intaglio Composites (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



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



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

_____ (hereinafter "REQUEST").

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

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

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



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



This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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



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

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

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

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



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

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

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

If to VENDOR:

Intaglio Composites
Attn: Robert Beverly
3101 Pleasant Valley Lane
Arlington, TX 76015
Robert@

Copy to:

If to CITY:

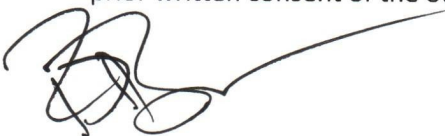
City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

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

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

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



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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: _____
Its _____

By: _____
Its _____



EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Re-create concrete seat caps for Sister Cities Memorial per original layout, with improved graphical retention.

Site survey prior to production.

Shipping of final product to 1813 Springfield Road, Bloomington, IL 61701

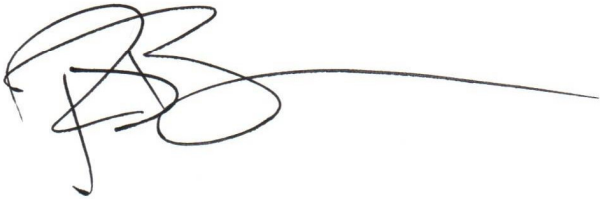
A handwritten signature in black ink, consisting of a stylized 'B' followed by a long horizontal line extending to the right.

EXHIBIT B
COSTS/FEES

Total cost of \$84,800 payable to Intaglio Composites.

\$41,300 to be paid in advance, after contract approval, to begin production.

\$43,500 to be paid upon receipt and approval of product on delivery

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A – LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Intaglio Composites

Amount: \$ 84,800

Date: 2/18/2025

ROBERT BEVERLY DBA? # 2138

Description of item/service: Re – Create seat caps for McGraw Park Sister Cities memorial.

Justification- Explain why this vendor is the only vendor that can perform this work:

Intaglio Composites provided the original seat caps for McGraw Park Sister Cities memorial in 2011. They have retained all the original designs putting them in a unique position to provide re-creations of the original seat caps with improved graphic retention. Intaglio Composites familiarity with the project, possession of the original designs, ability to produce improved graphics and working relationship with the City allows there to be a Limited Source Justification for this project.

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



(Name and Signature of Department Head)

2/17/25

Date

SECTION C – TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ I do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Procurement Designee

2/20/2025

Date



3101 Pleasant Valley Lane
Arlington, Texas 76015
p 817-784-8878 f 817-419-2773
a division of:
Dreamer, Inc.

Print Form

Date **Feb 5, 2025**

Proposal

126

Name	City of Bloomington, IL	Email	JMEINTS@CITYBLM.ORG
Address	1813 Springfield Rd.	Phone	309-434-2281
City	Bloomington	Fax	
State	Illinois	Zip Code	61701
Contact	Jeremey Meints		

Basic Project Description **McGraw Park Seat Caps --Price good through March 15,2025**

We hereby submit specifications and estimates for:

Submit by Email

Re-create concrete seat caps as per original layout with improved graphical retention.

Cost **\$81,000.00**

Site Survey - Will travel to site and complete survey before production

Cost **\$800.00**

Shipping of final product

Cost **\$3,000.00**

Client tax exempt

TOTAL COST Cost \$84,800.00

Terms: A deposit of 1/2 product cost due upon approval of contract (\$40,500.00 plus \$800.00 site survey cost)

Due upon signing - **\$41,300.00**

Remainder of balance due upon receipt and approval of product on delivery.

Warranty - Product is guaranteed for any defects AND if properly maintained, will be guaranteed to maintain imagery for 10 years.

Rep

Terms of Sale Total amount due upon receipt of order

Sub Total **84,800**

Credit Card #

Exp. Date

Tax@ **\$0.00**

Deposit Amount

Date Paid

Grand Total **84,800**

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of Intaglio Composites. All work remains the property of Intaglio Composites until the balance on the work performed is paid in full. Intaglio Composites has full rights of discretion to remove any work performed for non-payment within the terms of this proposal.

The above specifications, conditions and terms are hereby accepted. The signature below denotes acceptance of all parameters of this proposal.

Signature of authorized agent

Date:



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: Ward 1, Ward 4, and Ward 6

SUBJECT: Consideration and Action on a Resolution Approving the Second and Third Amendments to an Agreement for Professional Services with Baxter and Woodman, Inc. Regarding Design of Phases 1 and 4 of the East Street Basin Project, Increasing the Total Amount by \$467,800, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2c. Functional, well maintained sewer collection system

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

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND: If approved, the City will amend the agreement with Baxter & Woodman for a total agreement amount of \$467,800 for professional engineering services to complete design of Phases 1 and 4 of the East Street Basin and Sewer Improvements Project.

Council approved a contract with Baxter & Woodman on October 25, 2021, following the storm events that caused flooding in June 2021. The contract includes project coordination and data collection, sewer system assessment, preliminary design, final design, and assistance during bidding. On November 20, 2023, the Department and Baxter & Woodman provided a presentation to review the existing conditions, hydraulic modeling, and engineering work done to date along with recommended alternatives and phasing. On January 4, 2024, Council approved an amendment to the contract so that Baxter & Woodman could work with City Staff to apply for a federal Community Change Grant. We did not receive that grant.

Therefore, as the East Street Basin project progressed, the Department split it into multiple phases to make the project's progression more manageable. The proposed amendments would enable Baxter & Woodman to move forward with design for Phases 1 and 4 of the project.

Phase 1 includes construction of a 60-inch combined sewer pipe located along the south side of the properties where the Citizen Convenience Center, Public Works building, and Public Works yard currently sit, parallel to the railroad tracks. It will connect to the existing sewer on the west side of the properties. Phase 4 includes installing a 60-inch by 72-inch horizontal box culvert for storm sewer, replacing the existing combined sewer pipe with a 60-inch by 60-inch box pipe, and constructing a 72-inch equivalent storm sewer mainline parallel to the combined sewer along Oakland Avenue, from Clayton Street to Gridley Street. This design involves

coordination with the Norfolk Southern Railroad, which could take more time.

Both phases are necessary to intercept stormwater along Oakland Avenue and convey it into the proposed East Street Basin, which will provide relief to the existing combined sewer and reducing flooding upstream and downstream of the basin. The phases also include relocating existing combined sewer that conflicts with the proposed basin that would be constructed in Phases 2 and 3. All phases of the East Street Basin can be viewed on the attached map.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will amend the Agreement for Professional Services with Baxter and Woodman, Inc. Regarding design of Phases 1 and 4 of the East Street Basin project, in the Amount of \$467,800. The cost will be split 50/50, with \$233,900 being paid out the Sanitary Sewer-Architectural & Engineering Services for Capital account (51101100-70051) and \$233,900 out of the Storm Water-Architectural & Engineering Services for Capital account (53103100-70051). If approved, a budget transfer of \$233,900 from the Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550) to the Sanitary Sewer-Architectural & Engineering Services for Capital account (51101100-70051) and a budget transfer of \$233,900 from the Storm Water-Sewer Construction & Improvement account (53103100-72550) to the Storm Water-Architectural & Engineering Services for Capital account (53103100-70051) will be processed. Although this project was not budgeted, unallocated FY 2025 budgeted funds reside in both the Sanitary Sewer and Storm Water Fund accounts to continue to move this project forward. Stakeholders can locate the Sanitary Sewer & Storm Water budgets in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 146 and 152.

Respectfully submitted for consideration.

Prepared by: Dominic Kallas, Civil Engineer II

ATTACHMENTS:

[ENG 2B Resolution](#)

[ENG 2C Resolution Exhibit A - Second Amendment](#)

[ENG 2D Resolution Exhibit B - Third Amendment](#)

[ENG 2F Map](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING SECOND AND THIRD AMENDMENTS TO AGREEMENT FOR PROFESSIONAL SERVICES WITH BAXTER AND WOODMAN, INC. REGARDING DESIGN OF PHASE 1 AND 4 OF THE EAST STREET BASIN, INCREASING THE TOTAL AMOUNT BY \$467,800

WHEREAS, subject to the provisions of the City Code, City staff are recommending two amendments with Baxter and Woodman, Inc. be approved for the East Street Basin Hydraulic Modeling & Design ("PROJECT"), increasing the total amount approved for the PROJECT by \$467,800; and

WHEREAS, Council approved the original agreement with Baxter and Woodman, Inc. for the PROJECT on October 25, 2021, in the amount of \$1,160,235; and

WHEREAS, Council approved the first amendment with Baxter and Woodman, Inc. for the PROJECT on January 8, 2024, for Professional Services regarding Community Change Grant Drafting and Application, in the amount of \$50,000; and

WHEREAS, it is desirous to proceed with adding additional professional design services to the contract through two amendments to bring Phases 1 and 4 of the PROJECT from 30% completion to final design and bidding; and

WHEREAS, City staff believe it is in the best interest of the City to approve the amendments as the City is supportive of completing the PROJECT to improve the storm water infrastructure; and

WHEREAS, the second (Exhibit A) and third contract amendment (Exhibit B) are germane to the original contract as signed and will bring the total contract amount to \$1,678,035 with the additional \$467,800 being encumbered in a new purchase order; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the amendments (Exhibits A & B), and any other necessary documents.

PASSED this 10th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**SECOND AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES
WITH BAXTER AND WOODMAN, INC.
REGARDING PHASE 1 DESIGN AND BIDDING COMPLETION**

This second Amendment, made and entered into this ____ day of February 2025, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and Baxter and Woodman, Inc., (hereinafter "BAXTER"), WITNESSETH that:

WHEREAS, on October 25, 2021, a Professional Services Agreement ("Agreement") was made between the CITY and BAXTER, which was amended by Amendment 1 on January 4, 2024, for Hydraulic Modeling and Design of the East Street Basin; and

WHEREAS the parties desire to amend the Agreement, as set forth herein, to expand the Scope of Services on Exhibit A. The project has expanded into a multiphase project since the original contract scope and therefore this Amendment 2 modification is necessary to complete Phase 1 through the bidding stage. Phase 1 includes pipe work in the intersection of Oakland Avenue and Gridley Street, with the intent to fully complete all work within that intersection; and the relocation of the existing combined 60" brick pipe that runs through the current Public Service Yard. This phase provides a storm sewer pipe from the intersection that leads stormwater into the future location of the Phase 2 (East) East Street Basin and reroutes the combined sewer pipe around the site of the proposed basin. The roadway work for this phase will be a full reconstruction of the intersection. The expansion of the Scope of Services in this Amendment 2 will include continued project management and permitting and regulatory coordination (includes railroad coordination) for Phase 1. This also includes plans, specifications, and estimates to bring current 60% design of Phase 1 to final design and bidding stage, which in total will not exceed the amount of \$190,000.00. The expansion of Scope of Services in Amendment 2 also includes plat work to create separate plats for the existing Bloomington Township Office at 607 S. Gridley St. and for the future basin to be created in Phase 2 of the project. The fee for plat work will be \$7800. These fees in addition to previous Amendment 1 brings the total contract to \$1,408,035 (\$1,160,235 + \$50,000 + \$190,000 + \$7800).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.
2. Amendment to Agreement. The Exhibit A – Scope of Services/Work Provided is part of the original contract.
3. In all other respects the Professional Services Agreement for Hydraulic Modeling and Design of the East Street Basin shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Professional Services Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

BAXTER AND WOODMAN, INC.

By: _____
Its Representative

ATTEST:

By: _____
Its Associate Vice President

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SCOPE OF SERVICES/WORK PROVIDED – FOR AMENDMENT 2 (PHASE 1) AND 3 (PHASE 4)

1. PROJECT COORDINATION AND DATA COLLECTION – This task includes project management and coordination efforts, meetings with City staff, residents, and elected officials, and collection of necessary data to perform the engineering analysis and design.
 - 1.1. PROJECT MANAGEMENT
 - A. Plan, schedule, and control activities to complete the Project. These activities include but are not limited to budget, schedule, and scope.
 - B. Submit a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.
 - 1.2. PROJECT MEETINGS & PUBLIC INVOLVEMENT
 - A. Conduct meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods.
 - B. Design meeting will consist of one final meeting at 90 percent completion.
 - 1.3. SITE VISITS FOR DESIGNERS
 - A. Walk the proposed improvement routes with staff to: resolve deficient/questionable items from the topographic survey; evaluate the condition of existing pavements, drainage structures, sidewalk (ADA), and curb and gutter; confirm the horizontal and vertical alignment of new pipeline; identify installation methods; identify areas conducive for contractor staging; identify parkway features to be protected, and evaluate restoration options.
 - B. Prepare guidelines for protection of parkway features/trees, traffic control, construction staging, and restoration for the OWNER's use in communicating with residents, and for use during detailed design.
 - 1.4. UTILITY LOCATES & COORDINATION
 - A. Complete a Design Stage Request with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.
 - B. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
 - C. Record and maintain documentation of communications with utilities.
2. FINAL DESIGN – This task includes preparation of final contract documents (plans and specifications) for permitting and bidding of Phase 1 and Phase 4 of the multiphase project. Phase 1 design includes pipe work in the intersection of Oakland Avenue and Gridley Street, with the intent to fully complete all work within that intersection; and the relocation of the existing combined 60" brick pipe that runs through the current Public Service Yard. This phase provides a storm sewer pipe from the intersection that leads stormwater into the future location of the Phase 2 (East) East Street Basin and reroutes the combined sewer pipe around the site of the proposed basin. The roadway work for this phase will be a full reconstruction of the intersection. Phase 4 design involves the relocation of existing 60" brick combined sewer and design of a

proposed 60" (equivalent) storm pipe that leads to the East Street Basin. It starts mid-way between Clinton and Clayton Streets and runs downstream Oakland Avenue to the point where the Phase 1 project begins at the intersection of Oakland Avenue and Gridley Street. Oakland Avenue will be reconstructed along the project limits.

2.1. DETAILED ENGINEERING

- A. Review and respond to 30%, 60%, and Pre-Final plan sheets comments.
- B. Finalize the preferred geometric layout and cross section throughout the Project.
- C. Roadway improvements associated with sewer construction include trench patching and required ADA intersection improvements, and may include resurfacing, sidewalk/cure/driveway apron replacement. Redesign of roadway and other surface improvements (full "reconstruction" including adjustments to the alignment/profile/cross-section), or design of utilities not specifically required for the storm sewer improvements are NOT included.
- D. Finalize the pipeline design for the proposed improvements including the location and elevation of ditches, culverts, pipelines, valves, fire hydrants, manholes, catch basins, inlets, water services; and building service lines.
- E. Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by OWNER and Specifications, which will be prepared in conformance with the format of the Construction Specification Institute.

2.2. MAINTENANCE OF TRAFFIC AND CONSTRUCTION STAGING - Develop a preferred maintenance of traffic and staging plan and submit to the OWNER for comment and approval. Identify the preferred strategy for maintaining traffic and driveway access. Complete a design of the preferred staging plan, which may include a detour or staged construction. Prepare construction staging notes, typical sections, and layout to maintain local traffic flow through the construction zone. Confer with OWNER staff, emergency services, and public transportation agencies to consider local impacts and concerns.

2.3 CONTRACT DOCUMENTS - Prepare for review and approval by the OWNER and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions. Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon standard OWNER contract documents.

2.4. EASEMENT AND PLAT WORK

- A. Utilize our registered land surveyor to investigate existing property ownership, existing easements, and dedicated rights-of-way within the public works and township office properties.
- B. Prepare preliminary plats of easement for the OWNER to use in obtaining easements.
- C. Prepare final plats of easements when directed by the OWNER.

- 2.5 QUALITY CONTROL REVIEWS
 - A. Conduct QA/QC peer reviews of drawings and specifications.
 - B. Utilize Construction Department personnel to provide a constructability review of drawings and specifications.
 - C. Make revisions based upon comments from both engineering and construction department comments.
- 2.6 PERMITS AND AGENCY COORDINATION
 - A. Submit the design documents to obtain permits from IEPA.
 - B. Submit the design documents to obtain permits from IDOT.
 - C. Submit a Notice of Intent and the Stormwater Pollution Prevention Plan to the IEPA for a General NPDES Permit No. ILR10.
 - D. Submit the design documents to obtain railroad related permits from RailPros.
- 2.7 ENGINEER'S OPINION OF PROBABLE COST - Prepare Opinion of Probable Costs (OPC) for the Project including: construction cost; contingencies; construction engineering services; and, on the basis of information furnished by the OWNER, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.
- 2.8 DELIVERABLES
 - A. Full sized For Bid Plan Sheets – One (1) copy
 - B. 11x17 sized For Bid Plan Sheets – One (1) copy
 - C. Project Manual – One (1) copy
 - D. Engineer's Opinion of Probable Cost
 - E. Digital copy of plan sheets, contract documents, and EOPC
 - F. Digital copy of CAD files and hydraulic model files.
- 3. ASSISTANCE DURING BIDDING
 - 3.1. BID ADVERTISEMENT
 - A. Answer bidders' questions during bid period.
 - B. ADDENDUMS -Issue necessary addenda to all plan holders as necessary.
 - 3.2. BID OPENING
 - A. Attend virtual bid opening with staff and assist in reviewing and checking of bid package submittals as required.
 - B. Tabulate all bids received and review all bid submittals to verify low bid is responsive and responsible.
 - C. Issue a Letter of Recommendation to Award the construction contract to the OWNER for their action.

Direct Costs:

Direct costs included in the fee spreadsheets account for mileage, equipment, materials, and accommodations during project meetings, site topographic survey, site visits, drone flight(s), public meetings, and project presentations.

Schedule:

Notice To Proceed	March 2025
Conceptual Design Presentation	Summer 2025
Final Design/Bidding	Fall 2025

EXHIBIT B

**THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES
WITH BAXTER AND WOODMAN, INC.
REGARDING PHASE 4 DESIGN AND BIDDING COMPLETION**

This third Amendment, made and entered into this ____ day of January 2025, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and Baxter and Woodman, Inc., (hereinafter "BAXTER"), WITNESSETH that:

WHEREAS, on October 25, 2021, a Professional Services Agreement ("Agreement") was made between the CITY and BAXTER, which was amended by Amendment 1 on January 4, 2024 and Amendment 2 on _____, _____, for Hydraulic Modeling and Design of the East Street Basin; and

WHEREAS the parties desire to amend the Agreement, as set forth herein, to expand the Scope of Services on Exhibit A. The project has expanded into a multiphase project since the original contract scope and therefore this Amendment 3 modification is necessary to complete Phase 4 through the bidding stage. Phase 4 is the relocation of existing 60" brick combined sewer and design of a proposed 60" (equivalent) storm pipe that leads to the East Street Basin. It starts mid-way between Clinton and Clayton Streets and runs downstream Oakland Avenue to the point where the Phase 1 project begins at the intersection of Oakland Avenue and Gridley Street. Oakland Avenue will be reconstructed along the project limits. The expansion of the Scope of Services in this Amendment 3 will include continued project management and permitting and regulatory coordination for Phase 4. This also includes plans, specifications, and estimates to bring current 30% design of Phase 4 to the final design and bidding stage, which in total will not exceed the amount of \$270,000.00. This fee in addition to previous Amendments 1 and 2 brings the total contract to \$1,678,035 (\$1,160,235 + \$50,000 + \$190,000 + \$7800 + \$270,000).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.
2. Amendment to Agreement. The Exhibit A – Scope of Services/Work Provided is part of the original contract.
3. In all other respects the Professional Services Agreement for Hydraulic Modeling and Design of the East Street Basin shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Professional Services Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

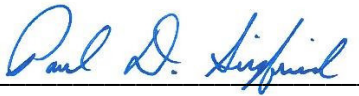
ATTEST:

By: _____
Its City Clerk

BAXTER AND WOODMAN, INC.

By: _____
Its Representative

ATTEST:

By: _____
Its Associate Vice President

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CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: Ward 1, Ward 2, and Ward 8

SUBJECT: Consideration and Action to Approve a Supplemental Resolution to Increase the Local Funding Commitment by \$925,519.84 for the Federally Funded Hamilton Road Extension Construction Project, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Supplemental Resolution be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will utilize State Motor Fuel Tax ("MFT") funds to supplement the original resolution (Resolution #2024 - 050), ensuring full funding for Hamilton Road, from Commerce Parkway to Morrissey Drive, which is part of a larger project to extend Hamilton Road from Bunn Street to Morrissey Drive. On September 23, 2024, Council authorized a Joint Funding Agreement and Resolution #2024 - 050 with the Illinois Department of Transportation to allocate \$3,773,392.16 for construction improvements for this project. The attached supplemental resolution of \$925,519.84 covers the cost difference between the project's estimated cost and the actual bid amount from the state letting that occurred on November 8, 2024.

On September 23, 2024, Council approved a Resolution for \$3,773,392.16 (original estimated projected costs).

City Held Funds - Rebuild Illinois = \$3,500,000

State Held Funds - Covid Funds = \$273,392

The State Bid for the construction project was accepted on November 8, 2024, for \$4,698,912.

Additional City Held Funds Needed - MFT = \$925,519.84

Total City Held Funds Needed for Project - MFT & Rebuild Illinois = \$3,500,000 + \$925,519.84 = \$4,425,519.84

State Held Funds (no change) - Covid Funds = \$273,392

The extension of Hamilton Road has been a priority for the City for many years and is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In 2016, public open houses were held to discuss the project as a whole. A public informational meeting will be held by the City for interested persons to learn about the project prior to construction.

FINANCIAL IMPACT: If approved, the City will use MFT funds to supplement the original resolution for the federally funded construction of Hamilton Road, from Commerce Parkway to Morrissey Drive, totaling \$925,519.84. An additional \$3,500,000 will be allocated from the Motor Fuel Tax–Street Construction and Improvements–Rebuild Illinois account (20300300-72530-40700) for a total of \$4,425,519.84. Illinois Department of Transportation (IDOT) will provide an additional \$273,392.16 from the State’s portion of COVID funds (allocated by the federal government to the City but held by the State). The remaining \$925,519.84 will be covered by Motor Fuel Tax–Street Construction and Improvements account (20300300-72530). The COVID funding is separate from the federal ARPA funds the City received. Stakeholders can find more information in the FY 2025 Budget Book, under "Other Funds & Capital Improvement," on pages 8, 223, 229, 233, and 234.

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[ENG 3B Supplemental Resolution](#)

[ENG 3C Supplemental Resolution - Exhibit A](#)

[ENG 3D Supplemental Resolution - Exhibit B](#)

[ENG 3E Supplemental Resolution - Exhibit C](#)

RESOLUTION NO. 2025 - ____

**A SUPPLEMENTAL RESOLUTION TO INCREASE THE LOCAL FUNDING COMMITMENT
BY \$925,519.84 FOR THE FEDERALLY FUNDED HAMILTON ROAD EXTENSION
CONSTRUCTION PROJECT (PHASE 1)**

WHEREAS, the City of Bloomington is proposing widening and resurfacing Hamilton Road, from Commerce Parkway to 0.1 miles east of Morrissey Drive (US 150); and

WHEREAS, the work includes constructing sidewalk and multi-use path, striping, and adding a new turn lane on Morrissey Drive (US 150) from northbound to eastbound on Hamilton Road ("Project"); and

WHEREAS, the Project also includes installing curb and gutter, making geometrical improvements, and resurfacing Commerce Parkway to complete the improvement; and

WHEREAS, completion of the Project will necessitate the use of funding provided through the Illinois Department of Transportation ("IDOT"); and

WHEREAS, on September 23, 2024, as required by the State before it would let (bid) the project, Council approved an IDOT-required Joint Funding Agreement (Exhibit A) and a Resolution (Exhibit B) authorizing the appropriation of \$3,773,392.16 for the Project; and

WHEREAS, of the original estimated cost of the Project, \$3,500,000 comes from Rebuild Illinois funds currently held by the City, and the remaining \$273,392 comes from COVID recovery funds currently held by the State; and

WHEREAS, on November 8, 2024, the State let (bid) the Project, and a contract was awarded to the lowest bidder in the amount of \$4,698,912 (Exhibit C); and

WHEREAS, to meet the funding needed, and as required under the Joint Funding Agreement and Resolution previously approved, an additional allocation of \$925,519.84 from the Motor Fuel Tax fund is necessary to cover the low bid amount of \$4,698,912; and

WHEREAS, the City Council finds it in the best interest of the City to approve the supplemental resolution and approve the appropriation of an additional \$925,519.84 to fund the Project.

NOW THEREFORE, BE IT RESOLVED 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, and the additional appropriation as request is approved.

SECTION 2. The Mayor is hereby authorized to execute this Supplemental Resolution for additional funding for the Project described herein and the City Manager The City Manager, or designated representatives, is authorized to execute any other documents necessary to facilitate the Project as described herein.

PASSED this 10th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
State Only		MCRPC	B-03-09

Construction

State Job Number	Project Number
C-95-008-21	

☐ Local Let/Day Labor ☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Hamilton RD	FAU 6371	0.36 mile	02.84	03.20

Location Termini
Commerce PKWY to 0.1 Mi E of Morrissey DR

Current Jurisdiction	Existing Structure Number(s)	
City of Bloomington	NA	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Morrissey DR	FAU 6406	0.10 mile	01.44	01.54

Location Termini
Hamilton RD to 0.1 Mi S of Hamition RD

Current Jurisdiction	Existing Structure Number(s)	
State of Illinois	NA	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To

Location Termini

Current Jurisdiction	Existing Structure Number(s)	
		Remove

PROJECT DESCRIPTION

Widening and resurfacing of Hamilton RD from Commerce PKWY to 0.1 Mi E of (US 150) Morrissey DR. Work includes sidewalk, multi-use path, striping. Adding new turn lane on (US 150) Morrissey DR from NB to EB on to Hamilton RD. Commerce PKWY includes C&G, geometrical improvements, and resurfacing to complete the improvement.

Local Public Agency	Section Number	State Job Number	Project Number
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This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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mmission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 **Construction of Fixed Works.** The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 **Criminal Convictions.** The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 **Improper Influence.** The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 **Telecom Prohibition.** The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 **Personal Conflict of Interest** - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 **Organizational Conflict of Interest** - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 **Accounting System.** The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are

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ed within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 **STATE Audits:** The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is

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quired to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The LPA shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☒	6.	Changes in Agreement Provisions
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mboka Mwilambwe

Title of Official

Mayor

Signature

Date



9/30/24

The above signature certifies the agency's TIN number is

376001563 conducting business as a Governmental Entity.

DUNS Number 060864170

UEI KYUDEBKLLFW5

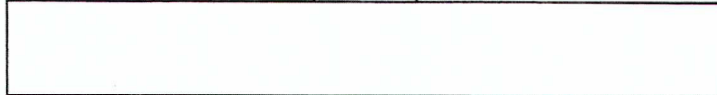
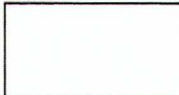
APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

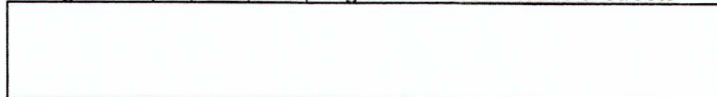
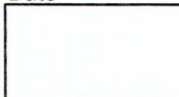
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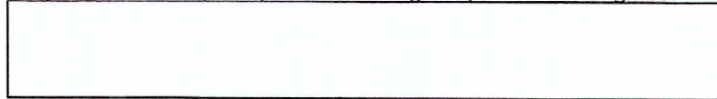
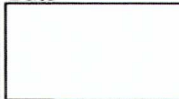
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

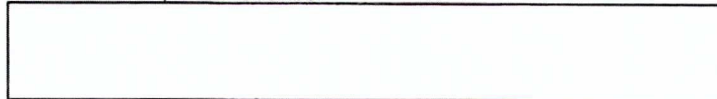
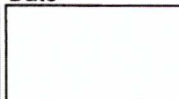
Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

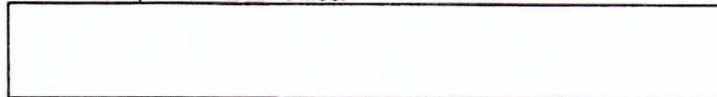
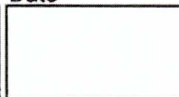
Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☒ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Bloomington	McLean	16-00360-00-PV	C-95-008-21	

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction				STATE ONLY	\$273,392.16	1)	Local	\$3,500,000.00	Bal	\$3,773,392.16
Total				Total	\$273,392.16		Total	\$3,500,000.00		\$3,773,392.16

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

1) 100 % State Only NTE \$273,392.16 (formerly COVID funds) to be used first.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of Bloomington	16-00360-00-PV	McLean		

LRS Federal Funds Risk Assessment

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	1
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportation through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	1
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
Audits	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review; 2 points - Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk

General History of Performance	3
Financial Controls	0
Audits	0
Total	3

District Review Signature & Date

Dan Magee
Digitally signed by Dan Magee
Date: 2024.07.16 07:12:41
-05'00'

Central Office Review Signature & Date

Teresa Cline
Digitally signed by Teresa Cline
Date: 2024.08.05 13:38:42
-05'00'

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Project Number
City of Bloomington	16-00360-00-PV	C9500821	

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Bloomington LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☒ Yes ☐ No

2. Does the City of Bloomington LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of Bloomington LPA fiscal year?

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the City of Bloomington LPA performed a single audit for their previous fiscal year?

☒ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

☒ Yes ☐ No

b. For the current fiscal year, does the City of Bloomington LPA intend to comply with Subpart F of 2 CFR 200?

☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
F. Scott Rathbun	Finance Director	City of Bloomington

Signature & Date

Scott Rathbun
Digitally signed by Scott Rathbun
 DN: OU=Finance Department, O=City of Bloomington, IL, CN=Scott Rathbun, E=srathbun@cityblm.org
 Reason: I am the author of this document
 Location:
 Date: 2024.07.15 11:57:00-05'00'
 Foxit PDF Editor Version: 12.1.3

Local Public Agency	Section Number	State Job Number	Project Number
City of Bloomington	16-00360-00-PV	C9500821	

SCHEDULE NUMBER 5

Resolution No. 2024-50

A Resolution for:

Section Number 16-00360-00-PV
 State Job Number C-95-008-21
 Project Number _____

WHEREAS, the City of Bloomington is proposing to
 to widen and resurface Hamilton Road from Commerce Parkway to 0.1 Mi East of (US 150) Morrissey Drive.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the City Council

Section 1: The City Council hereby appropriates \$3,500,000.00
 or as much as may be needed to match the required funding to complete the proposed improvement from
Rebuild Illinois Grant and furthermore agree to pass a supplemental resolution if necessary to
 appropriate additional funds for completion of the project.

Section 2: The Mayor is hereby authorized to execute an AGREEMENT with IDOT
 for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

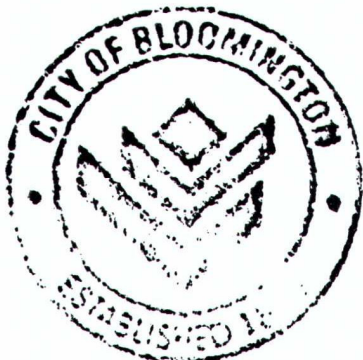
Section 4: The City Clerk of Bloomington is directed to transmit 2 (two) copies of the AGREEMENT
 and Resolution to IDOT District 5 Bureau of Local Roads and Streets.

I, Leslie Yocum City Clerk in and for said City
 Name of Clerk Local Public Agency Type Local Public Agency Type
 of Bloomington in the State aforesaid, and keeper of the records and files thereof, as provided by
 Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Bloomington at a meeting held on September 23, 2024
 Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30th day of September 2024.
 Day Month, Year

(SEAL)



Clerk Signature & Date
Leslie Yocum

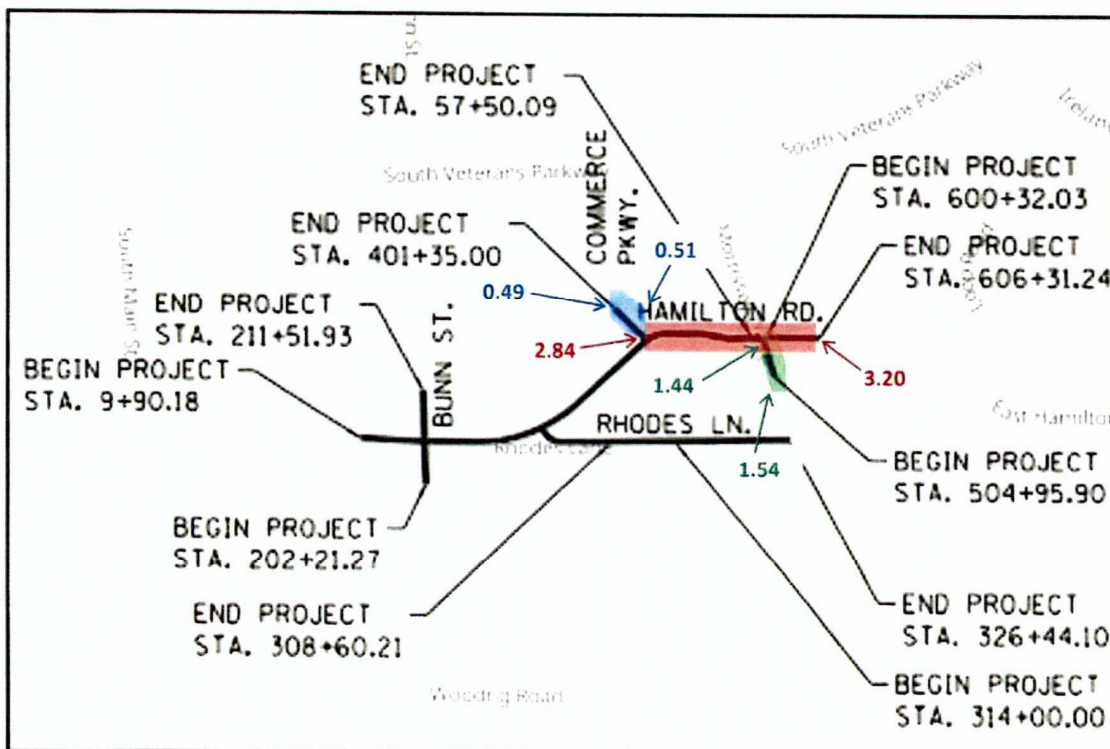
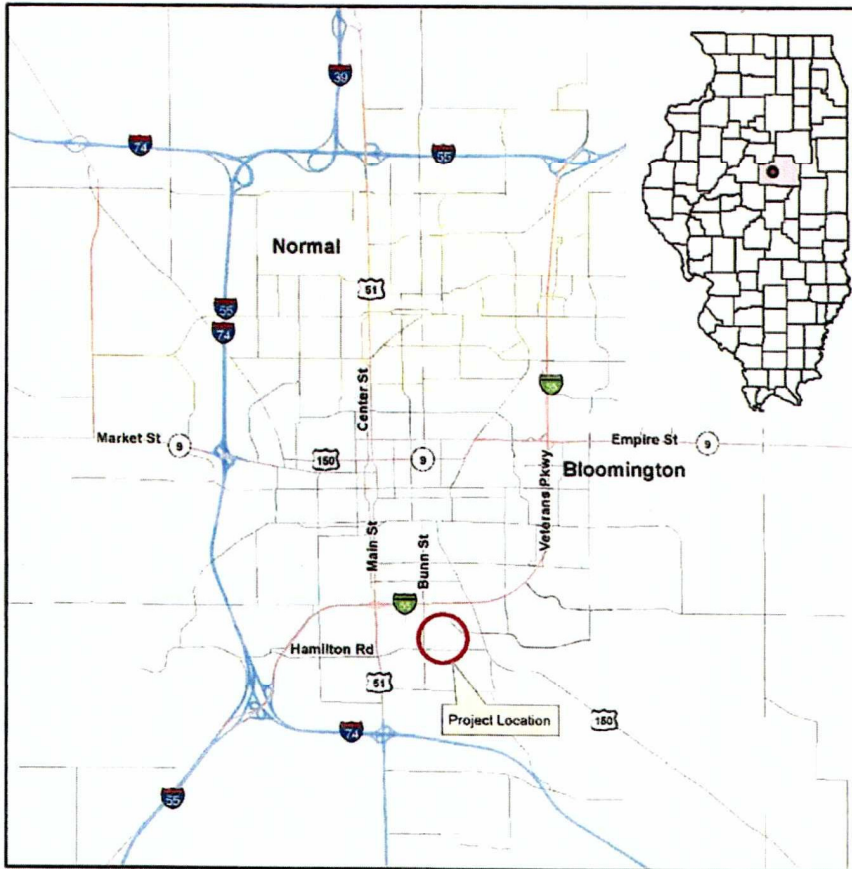
Approved

Regional Engineer Signature & Date
 Department of Transportation

Schedule Number 2

LOCATION MAP

HAMILTON ROAD (FAU 6371)
SECTION 16-00360-00-PV
PROJECT XAYB(639)
CITY OF BLOOMINGTON
MCLEAN COUNTY



Schedule # 6

CHANGES IN AGREEMENT PROVISIONS
FORM BLR 05310C - STATE FUNDS ONLY

WHEREAS, it is necessary to revise certain portions of the Agreement.

BE IT MUTUALLY AGREED that the following shall be revised as follows:

Delete all references to the Federal Highway Administration (FHWA) and specific federal requirements.

EXHIBIT B

RESOLUTION NO. 2024 - 050

**A RESOLUTION TO ENTER INTO A JOINT FUNDING AGREEMENT AND RESOLUTION FOR
FEDERALLY FUNDED CONSTRUCTION FOR PHASE III CONSTRUCTION OF HAMILTON
ROAD, FROM COMMERCE PARKWAY TO MORRISSEY DRIVE, IN THE AMOUNT OF
\$3,773,392.16**

WHEREAS, the City of Bloomington is proposing to widen and resurface Hamilton Road from Commerce Parkway to 0.1 Mi East of (US 150) Morrissey Drive; and

WHEREAS, work includes sidewalk, multi-use path, striping, adding a new turn lane on (US 150) Morrissey Drive from Northbound to Eastbound on Hamilton Road; and

WHEREAS, Commerce Parkway includes curb & gutter, geometrical improvements, and resurfacing to complete the improvement; and

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) and resolution (RESOLUTION) with IDOT; and

WHEREAS, the improvement also requires the City to match IDOT funds.

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

SECTION 1. The City Council hereby appropriates \$3,500,000.00 or as much as may be needed to match the required funding to complete the proposed improvement from the Rebuild Illinois Grant and furthermore, agrees to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

SECTION 2. The Mayor is hereby authorized to execute the AGREEMENT and RESOLUTION attached hereto as Exhibit A with IDOT for the above-mentioned project.

SECTION 3. The City Clerk is hereby directed to transmit four single-sided copies of the AGREEMENT and RESOLUTION to IDOT District 5 Bureau of Local Roads and Streets.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

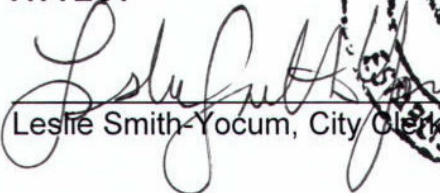
PASSED this 23rd day of September 2024.

APPROVED this 30th of September 2024.

CITY OF BLOOMINGTON


Mboka Mwilambwe, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

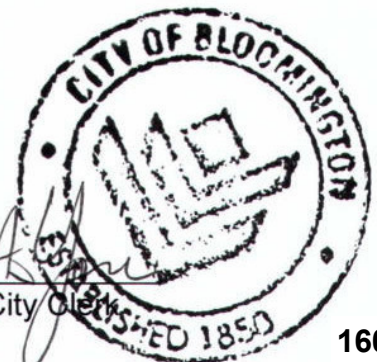


EXHIBIT C

Illinois Department of Transportation
As Accepted Tabulation of Bids
For Letting: 11/08/2024

Run Time 11/08/2024 12:11 PM

Letting Item: 128

Route: FAU 6371

Contract: 91599

Section: 16-00360-00-PV
(BLOOMINGTON)

Project:

District: 5

County: McLean

Within Estimate: NO

Contract Description: HMA Resurfacing, Traffic Signal Improvements, Curb and Gutter, Storm Sewer, Sidewalks, Multi-Use Path, ADA Ramps, and Watermains on Hamilton Road from Commerce Parkway to US 150 in Bloomington.

5672 Stark Excavating, Inc.

1805 W Washington St.

Bloomington, IL 61701

Phone: (309) 828-5034

Fax: (309) 829-3897

estimating@starkcompanies.com

\$4,698,912.37

5183 Rowe Construction, a div of UCM, Inc.

P.O. Box 609

Bloomington, IL 61702

1523 North Cottage Street

Bloomington, IL 61701

Phone: (309) 827-0091

Fax: (309) 829-0331

Rowe@ucm.biz

\$4,805,696.89

1770 Feutz Contractors, Inc.

PO Box 130

Paris, IL 61944

1120 N. Main St.

Paris, IL 61944

Phone: (217) 465-8402

Fax: (217) 463-2256

feutz.shared@feutzcontractors.com

(No Bid)



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the Appointment of Sheila Montney to the McLean County Behavioral Health Coordinating Council, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointment be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

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

McLean County Behavioral Health Coordinating Council (BHCC): Sheila Montney's appointment, if approved, will be effective immediately, with an expiration date of 09-30-26.

Note, no roster is attached as the BHCC is an external board/commission.

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

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant



REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing a Contract with Chemco Systems, Inc. for the Purchase of a Powered Activated Carbon (PAC) System, in an Amount Not to Exceed \$755,132, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2b. Quality water for the long term

BACKGROUND: The Water Department is recommending the approval of a Powered Activated Carbon (PAC) Feed System. Powdered Activated Carbon (PAC) Systems are primarily used by water treatment plant on either a full-time basis or as needed for taste and odor control by removal of organic chemicals such as Geosmin and MIB. The PAC will be fed into the raw water at the water treatment plant where it will remove contaminants by adsorption. The PAC with the adsorbed contaminants will be removed from the water in the clarifier/softeners and discharged with the waste lime softening sludge.

The PAC storage and feed system is enclosed in a silo which is divided into two main compartments. The upper compartment is for receiving shipments and storage of PAC. The lower compartment houses the feeding equipment where a precise amount of dry PAC is mixed with water to form a slurry, and a water-powered eductor conveys it to the point of application at the raw water main just outside the treatment plant.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This project is proposed to be expedited into the FY 2025 Budget from the FY 2026 Proposed Budget due to taste and odor issues with the water. If approved, the City will enter into an Agreement with Chemco System for the purchase of a Powered Activated Carbon (PAC) System in the amount not to exceed \$755,132.00. This will be paid out of the Water Mechanical Maintenance-Capital Outlay Other Capital Improvement account (50100160- 72620). Sufficient budgeted funds remain available in the FY 2025 Budget to move this project forward earlier than planned. The Locust/Colton CSO Elimination & Water Main Project budgeted for FY 2025, has been re-budgeted to FY 2027 making budgeted funds available. In addition, the Water Tower project came in approximately \$3.5 million under budget. Stakeholders can locate this project in the FY 2026 Proposed Budget Book titled

"Other Funds & Capital Improvement" on pages 103, 160, 219, and 234.

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:

[WTR 1B Resolution](#)

[WTR 1C Resolution Exhibit A - Agreement](#)

[WTR 1D PAC Info Sheet](#)

[WTR 1E Quote](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND
AUTHORIZING A CONTRACT WITH CHEMCO SYSTEMS, INC. FOR THE PURCHASE
OF A POWDERED ACTIVATED CARBON (PAC) SYSTEM, IN THE AMOUNT OF
\$755,132.00**

WHEREAS, subject to the provisions of the City Code, City staff recommend waiving the formal bidding requirements and approving a contract with Chemco Systems for the Purchase of a Powdered Activated Carbon (PAC) System (Exhibit A), in the amount of \$755,132.00 ("PROJECT"); and

WHEREAS, The City has been experiencing prolonged high levels of taste and odor compounds in its two surface water sources, Lake Bloomington and Lake Evergreen; and

WHEREAS, The City has already planned and budgeted for a new PAC system in the coming FY26 budget; and

WHEREAS, The Illinois EPA has granted the City an emergency permit to operate a temporary PAC system anticipating a permanent PAC system; and

WHEREAS, PROJECT consists of work necessary for the design, fabrication, and supply of a Powdered Activated Carbon (PAC) System at the Water Treatment Plant to aid in the filtering processes; and

WHEREAS, the City Council finds it in the best interest of the City to waive the formal bidding requirements associated to the purchase of the PAC system and PROJECT and approve the proposed contract (Exhibit A).

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

SECTION 1. The above recitals are incorporated herein by reference as if stated in full.

SECTION 2. The formal bidding requirements are hereby waived and funding approved.

SECTION 3. The City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents. The City Manager, or designee, is further authorized to approve changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract (Exhibit A), to the extent the City Manager finds it to be in the best interests of the City.

PASSED this 10th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
CHEMCO SYSTEMS**

**FOR
POWDERED ACTIVATED CARBON STORAGE AND FEED SYSTEM**

THIS AGREEMENT, dated this ____ day of ____ March ____, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Chemco Systems (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



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



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

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

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

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



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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Chemco Systems
Attn: Cody Karpiak
1500 Industrial Drive
Monongahela PA 15063
codyk@

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

VENDOR

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
Its City Clerk

By: _____
Its _____



1500 Industrial Drive, Monongahela, PA 15063
sales@chemcosystems.net
724-258-7333

Date: February 24, 2025
No.: 250210
To: Ed Andrews
Water Department Director
Re: Bloomington, IL Water Treatment Plant
RFQ: PAC Storage and Feed System

Ed,

Chemco Systems, L.P. proposes to design, fabricate, and supply one Powdered Activated Carbon Storage and Feed System. The silo system and auxiliary building will be factory assembled, piped, wired, and tested prior to shipment from Chemco's facility. The items listed within this document define the proposed equipment to be supplied. The silo equipment room is designed to be in compliance with Class II, Division 1, Group F. The auxiliary building is classified as a non-occupied space.

Equipment Description and Terms and Conditions sheets are enclosed for your review and reference.

Please call or email me if you have any questions or require any additional information during your review of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Cody Karpiak", is written over a light blue horizontal line.

Cody Karpiak
Chemco Systems, L.P.
Office: (724) 258-0106
Cell: (724) 415-8634
Email: codyk@chemcosystems.net



Terms and Conditions

A Budgetary Price:

Items 1-29 PAC Silo: \$755,132.00 USD

Items 30-31 Compressor Building: \$92,229.00 USD

The above price includes cost for freight, commissioning, and training. The price does not include taxes.

B Freight: Packaging and delivery to site is included in the base price.

FOB: Chemco Systems, L.P.
1500 Industrial Drive
Monongahela, PA 15063

C Delivery:

Submittal Package: 8 to 12 weeks after receipt of executed purchase order.

Equipment: 34 to 38 weeks after receipt of approved submittal package.

The durations provided are approximate and based on present engineering, management, and fabrication loading. Chemco will re-evaluate the system lead time at the time of purchase order execution based upon the project scope, current loading, and customer's schedule.

This proposal includes one resubmittal package for inconsequential design changes to the equipment scope outlined herein. Additional submittals required due to customer design changes and/or consequential scope changes will be evaluated by Chemco to determine cost and schedule impacts.

D Payment Terms:

35% with the approval of the submittal package and release for fabrication; net 45 days.

60% with the delivery of the system; net 45 days.

5% with the completion of start-up and owner acceptance; net 45 days. NTE 60 days from delivery.

All invoices to be paid 100% in full within net 45 days of the occurrence of the payment milestone. Chemco requires that no retainage be applied, and the milestones are paid in full. Chemco has defined the final payment term as 5% with completion of start-up and owner acceptance, which serves as 5% retainage until Chemco has fulfilled the terms of the contract.

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10% - Up to 30 days after receipt of Purchase Order.

15% - 31 to 70 days after receipt of Purchase Order.

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100% - 31 days after release for Purchasing.



F Commissioning: Included in base price.

Labor: Nine (9) eight-hour days on site.

Trips: Three (3) round trips to site.

Chemco Systems commissioning services include installation checkout, system commissioning, and operator instruction. Commissioning services will be performed after the equipment is installed, utilities are connected, and the chemicals are on site. Chemco's Project Manager and Service Department will coordinate with the Purchaser and their client to arrange for start-up services.

If requested, additional services may be provided at the per diem rate of \$1,775.00 plus living and travel expenses. Chemco's service engineers are based out of Pittsburgh, PA.

To comply with Chemco's guarantees and warranties, Chemco personnel must perform start-up.

G Warranty:

Time Period: 12 months from substantial completion, NTE 18 months from delivery to contractor.

Chemco Systems will warrant the system for twelve (12) months from substantial completion, not to exceed eighteen (18) months from delivery. This will be limited to the supply of parts and materials only. The Contractor is responsible for supplying associated labor. Defective parts must be returned to Chemco for inspection and evaluation. This is an equipment only warranty.

Parts that fail due to abnormal operating conditions, which were not known at the time of bid or system design, are not covered under this warranty. Consequential damages because of equipment failure during abnormal operating conditions are excluded from this warranty.



H Commercial Clarifications and Exclusions:

1. The bid does not include sales, use, or transportation taxes. The purchaser is responsible for all taxes.
 2. Chemco must perform or supervise system commissioning to warrant the system.
 3. Warranty does not include labor for removal and installation of parts. That is the responsibility of the contractor and/or owner.
 4. Storage of Equipment - Due to limited storage space, Chemco is unable to store the proposed equipment beyond the scheduled shipping date. Under circumstances, not by the fault of Chemco, the equipment is prepared for shipment from Chemco's facility, but unable to be received by the Purchaser per the agreed shipment schedule, Chemco will invoice per the original delivery schedule and payment will be due per the terms of this contract. Subsequently, if the project site is not prepared to receive the equipment on the scheduled ship date, the Purchaser/General Contractor must designate an alternate delivery site. Chemco will then ship the equipment to the designated alternate site. Chemco is not responsible for the transportation of the equipment from the Purchaser's alternate storage site to the project site. Chemco is not responsible for any storage fees that may be incurred due to delay in the project site not being prepared to receive the equipment on the agreed upon delivery date.
 5. The Purchaser must notify Chemco of any damages or defects of the system within 48 hours of its arrival to the project site.
 6. Chemco does not permit copying of any financial documents that may be reviewed during owner audit.
 7. Chemco does not permit removal of Chemco documentation from Chemco's site during owner audit.
 8. Chemco will provide a System Operation and Maintenance Manual in Chemco's standard format only.
 9. Chemco will provide a complete engineering design submittal in Chemco's standard format only. An outline of Chemco's design submittal can be submitted at any time upon request.
 10. Chemco completes all contracts with the greatest integrity to abide by all laws and regulations. As we operate throughout the world, we cannot maintain thorough knowledge of all regional and local laws, codes, and regulations. If the proposed design is determined to conflict with any laws, codes, or regulations, Chemco will work with the owner to bring the design into compliance and costs will be reimbursed by the Owner.
-

I Technical Clarifications and Exclusions:

1. Demolition and removal of any existing to be replaced equipment onsite is the responsibility of others
 2. Unloading of the system and equipment onsite is the responsibility of others.
 3. Erection, field assembly, and installation of the system onsite is the responsibility of others.
 4. Design and supply concrete foundations are the responsibility of others.
 5. Design and supply of system anchor bolts are the responsibility of others.
 6. Supply, design, and hook-up of utilities to the system are the responsibility of others
 7. Supply of feed chemicals is the responsibility of others.
 8. Chemco will supply PE stamps and calculations for the silo loads only if required by the specification. All other PE stamps and calculations are hereby excluded from our scope. Additional PE stamps and calculations that may be specified and/or requested can be provided at an additional cost.
 9. All ladders, railings, stair, and platform designs per OSHA.
 10. Currently the design for dry bulk storage tanks follows a time proven industry standard. Environmental loads are per IBC/ASCE 7. Dry bulk product loads follow A.W. Janssen's theories and equations. Shell buckling is based on Structural Analysis of Shells by Baker, Kovalevsky and Rish. While allowable stresses follow AISC 360.
 11. Silos do not fall under AWWA (water storage tanks) or API 650 (oil storage tanks) and it's very difficult to apply these codes to a dry bulk storage silo without over designing at significant cost increases.
 12. All storage silos and pump buildings are classified as non-occupied space and are not qualified under national or international building codes.
 13. Chemco does not provide center of gravity for any equipment or systems.
 14. Chemco does not provide lifting plans for any equipment. The rigging and lifting plan are the responsibility of the installing contractor.
 15. Chemco's engineered drawings are supplied in 2D only. Chemco can offer 3D models at an additional cost and extended engineering lead time.
 16. All heat tracing and insulation of piping is the responsibility of others.
 17. The means and methods for installing the equipment onsite is the responsibility of the installing contractor. This includes installation of new equipment into existing facilities and maintaining facilities chemical production as required by the Owner.
 18. It is the responsibility of the Purchaser and Installing Contractor to verify that the site can receive and fit the equipment being supplied by Chemco Systems into any new or existing facilities, entranceways, elevators, lifts, or other openings. All costs associated with the installation coordination are the responsibility of the Purchaser.
 19. All field piping associated with the Chemco feed system is the responsibility of the engineer, installing contractor, and their subcontractors. It is imperative that the entity designing and performing the onsite slurry and solution piping is experienced in the piping of chemical slurries and solutions. The piping layout is critical to the correct operation of the equipment. The orientation, elevation, and location of valves and instrumentation will impact performance of the equipment and should be positioned accordingly to prevent dead ends, critical pressure drops, and clogging points. All pipe paths shall be designed and installed to maintain the necessary velocities and pressures within the parameters of the system.
 20. Conduit seal offs to be factory installed and to be filled by installing contractor after system testing is complete.
 21. Lightning protection to be installed on the silo only.
-



Chemco Systems
Powdered Activated Carbon Storage and Feed System

System Overview Parameters

Product:	Powdered Activated Carbon
Bulk Density:	15 lb./ft. ³
Storage:	3,000 ft. ³ each
Feed Rate:	340 lbs./hr., maximum
Water:	40 GPM at minimum 60 PSIG
Air:	30 SCFM at 80 PSIG of clean, dry instrument quality air



No.	Qty.	Description
01	1	Powdered Activated Carbon Storage Silo • 13' diameter x 22' storage cylinder height x 43' eave height • Carbon steel, full weld penetration construction, one piece • ¼" minimum roof, silo wall, and cone • Approximately 3,000 ft.³ storage capacity • Silo to be designed and fabricated for 1 PSI internal pressure • Skirt supported to grade • One 10° sloped roof with nonskid coating • One roof mounted 24" diameter manway with an 8" pressure/vacuum relief valve • One dust collector mounting flange • One roof mounted level sensor mounting flange • One roof mounted high-level switch mounting flange • One side wall mounted low-level switch mounting flange • One side wall mounted reorder-level switch mounting flange • Two roof mounted lifting lugs, two tailing lugs • One target box mounting flange • Lot of truck fill line mounting brackets • Lot of silo hold down anchor channels • One 60° discharge aeration cone with one 8" diameter outlet • One 6'x6'-8" double door assembly to access equipment room • Equipment support beams • One 16" square flange in skirt sidewall for exhaust flange • Galvanized grated flooring • One alcove for electrical control panel • Lot of couplings welded into skirt side for water and air • Galvanized safety ladder system w/ 3M cable safety climb system which will include one carrier for access to the silo roof from grade. NO HARNESS. • Two step-off platform with safety gates located at reorder and low level switch elevation for maintenance (shipped loose) • One galvanized 1-1/2" Schedule 40 pipe guardrail assembly with angle posts provided around the perimeter of the silo roof, shipped loose, and knocked down • The silo shall be designed to store PAC with a bulk density of 35 lbs./ft³ for structural design and 15 lb./ft³ for volume. • One painted steel toe plate provided around the perimeter of the silo roof • Lightning protection system • Roof load of 30 pounds per square foot • Seismic and wind load design per IBC 2018 • 8-ounce pressure, 0.4-ounce vacuum • Carbon steel anchor bolt template Note: Factory assembled, piped, and wired to maximum practical extent, shipped in one piece for field installation by the installing contractor. Air supply piping and conduit with wire pulled from grade to roof will be factory installed on silo exterior for final field connections to be made by the installing contractor for level devices, dust collector, and truck fill panel.



No.	Qty.	Description
02	1	Silo Fill Line Assembly • 4" Schedule 40 carbon steel pipe • One target box with clean-out port • One 4" Schedule 40, 90° long radius elbow • Compression type couplings • Malleable iron truck fill adapter with dust cap • One NEMA 4 limit switch Note: Shipped loose for field installation and wire terminations by the installing contractor.
03	1	Truck Unloading Operator Panel • NEMA 4X type 304 stainless steel enclosure • Indicating lights • Selector switches • Alarm siren • Push button • Terminal blocks • Factory assembled Note: Shipped loose for field installation and wire terminations by the installing contractor.
04	1	Silo Continuous Level Sensor • Guided wave radar type transmitter • Digital readout • NEMA 4X housing Note: Shipped loose for field installation and wire terminations by the installing contractor.
05	3	Silo High/ Reorder/ Low Level Switch • Capacitance probe type • Stainless steel sensor • NEMA 4X housing • Probe extensions as required (high switch only) Note: Shipped loose for field installation and wire terminations by the installing contractor.



No.	Qty.	Description
06	1	Silo Dust Collector • Pulse jet type • Carbon steel housing • Approximately 300 square feet of polyester filter cloth • Solenoid diaphragm valves • Compressed air header with pressure gauge • Pressure differential gauge and switch • Exhaust blower: 2HP, 460-volt, 3 phase, 60 Hz, TEFC motor • Air supply header • One manual isolation ball valve • One pressure regulator w/ filter • One pressure gauge • One pressure switch • One pressure instrument manual isolation ball valve Note: Shipped loose for field installation, interconnecting piping, and wire terminations by installing contractor.
07	1	Inlet Air Supply Panel Piped to Air Receiver and Pneumatic Valves • One manual, isolation ball valve • One pressure regulator with filter and pressure gauge • One low pressure switch (CI II, Div. 1, Gr. F) • One pressure instrument isolation ball valve • Lot of schedule 40 galvanized steel pipe • Factory assembled, piped, wired, and installed
08	1	Silo Cone Aeration Assembly • Clog-proof pulse-type aerators with pulse-type diaphragm valve and integral solenoid • Manual isolation ball valves • Lot of neoprene hose • Factory installed, piped, and wired
09	1	Silo Cone Aeration System Air Header Assembly • One 30-gallon air receiver with air safety valve • Manual drain valve • One condensate separator with automatic condensate drain • Lot of pipe and hose • Factory installed, piped, and wired



No.	Qty.	Description
10	1	Silo Discharge Knife Gate • 8" diameter • Manual chainwheel operated • 316 cast stainless steel body • 316 stainless steel gate • 316 stainless steel metal seat • Square braided PTFE impregnated synthetic fiber packing • Factory installed
11	1	Rigid Transition: Knife Gate to Rotary Feeder • 304 stainless steel fabricated flange transition • Fluidizing air nozzle • Isolation ball valve • Solenoid valve • Check valve • Needle valve • Factory installed and piped
12	1	Hopper Refill Airlock Rotary Feeder • Cast iron housing and endplates • 8" x 8" flanged inlet • Shaft seal assembly with air purge kit • 8 vane, open end, 304 stainless steel rotor tips, beveled • Hard chrome interior bore and endplates • 1 HP, 460-volt, 3 phase, 60 Hz TEFC enclosure (CI II, Div. 1, Gr. F) • Factory installed, piped, and wired
13	1	Flexible Transition: Rotary Feeder to Hopper • 304 stainless steel fabricated flange transition • One flexible connection • Pure gum rubber construction • 1 ply nylon reinforcement • Two stainless steel band clamps • Factory installed
14	1	Hopper • 304 stainless steel construction • Approximately 6 ft.³ storage capacity • One vent breather mounting flange with filter • One high-level switch mounting flange • One low-level switch mounting flange • One discharge flange to mate to volumetric screw feeder • Factory installed



No.	Qty.	Description
15	1	Chemco Loss-In-Weight Screw Feeder • Capable of feeding 340 lbs./hr. of PAC with a bulk density of 18 lb./ft³ • 304 stainless steel construction housing • 3" 304 stainless-steel solid flight feed screw with material conditioning ribbon • 1.5 HP, 460-volt, 3 Phase, 60 Hz variable speed motor (Cl. II, Div. 1, Gr. F) • Digital speed sensor • Mounted on weigh deck • Load cell assembly • VFD located in control panel • Factory installed and wired
16	1	Flex Transition: Feeder-to-Wetting Cone • One flexible connection • Rubber coated nylon sleeve • Two stainless steel band clamps • Factory installed
17	1	Chemco Wetting Cone • 304 Stainless steel construction • Capable of wetting up to 340 lbs./hr. of PAC • One powder activated carbon inlet • One high-level switch, ultrasonic gap-type (Cl. II, Div. 1, Gr. F) • Tangential flow water inlet connection • One slurry outlet connection • One drain coupling, plugged • Factory installed
18	1	Inlet Water Supply Panel • One manual, isolation ball valve • One pressure regulator valve with strainer • One pressure instrument assembly • One pressure gauge • One low pressure switch (Cl. II, Div. 1, Gr. F) • One pressure instrument manual, isolation ball valve • Lot of schedule 40 304-stainless steel pipe • Factory piped, wired, and installed



No.	Qty.	Description
19	1	Wetting Cone Water Supply Panel • One manual, isolation ball valve • One pressure regulator • One pressure instrument assembly • One pressure gauge • One low pressure switch (Cl. II, Div. 1, Gr. F) • One pressure instrument manual, isolation ball valve • One flowmeter • One manual needle valve • One solenoid valve (Cl. II, Div. 1, Gr. F) • Lot of schedule 40 304-stainless steel pipe • Factory piped, wired, and installed
20	1	Wetting Cone Eductor • 304 Stainless steel construction • One motive water connection • One suction connection • One discharge connection • Factory piped and installed
21	1	Eductor Flow Valves • Motive valve – pneumatically actuated (Cl. II, Div. 1 Gr. F) • Suction valve – pneumatically actuated (Cl. II, Div. 1 Gr. F) • Drain valve – pneumatically actuated (Cl. II, Div. 1 Gr. F) • Discharge valve – pneumatically actuated (Cl. II, Div. 1 Gr. F) • Eductor discharge pressure instrument isolation ball valve • One pressure sensor • One pressure gauge • One pressure switch (Cl. II, Div. 1, Gr. F) • One pressure instrument manual, isolation ball valve • Factory piped, wired, and installed
22	1	PAC Silo System Junction Box • Encloses 460-voltage, control voltage, and 120-volt utility voltage • NEMA 9 enclosure • Terminal blocks • Emergency stop push button Note: Factory assembled, installed, and wired to all devices in the PAC Silo if compressor building is purchased.



No.	Qty.	Description
23	1	PAC System Control Panel • NEMA 4X type 304 stainless steel enclosure • Terminal blocks • PLC – Allen Bradley CompactLogix controller • Digital I/O modules • Analog I/O modules • Power Supply • Ethernet communication module • Operator interface touchscreen • Circuit breakers • Alarm siren • Push button • Emergency stop button • Transformer • Main disconnect switch • Motor control equipment (starters, VFDs) • Fuses • Terminal blocks • Factory assembled and tested • Factory installed in alcove on PAC Silo and wired to all devices Note: System Control Panel is to be installed in the compressor building if the building option is chosen.
24	1	Silo Exhaust Fan • 16" diameter • Automatic shutter • Wire guard • 120-volt, 1 phase, 60 Hz (Cl. II, Div. 1, Gr. F) • Adjustable thermostat • Factory installed and wired
25	1	Silo Heavy Duty Electric Heater • 10 kW • Adjustable outlet louver • Built-in thermostat • Mounting bracket for horizontal installation • 460-volt, 3 phase, 60 Hz (Cl. II, Div. 1, Gr. F) Note: Factory installed and wired - removed for shipping. Reinstallation and wire terminations by the installing contractor.
26	3	Silo Light Fixtures • Interior light fixtures (Cl. II, Div. 1, Gr. F) • light switch • Factory installed and wired



No.	Qty.	Description
27	1	Silo Electrical Outlet • Duplex • 120 volt • 15 amp (Cl. II, Div. 1, Gr. F) • Located in the silo equipment room • Factory installed and wired
28	Lot	Silo Skirt Insulation • 2" thick • Extruded polystyrene closed cell foam • Bonded to silo wall with adhesive sealant • Painted with white latex • Factory installed on the interior skirt walls
29	1	Silo Lightening Protection System • In accordance with UL96A and NFPA 780 2008 • Factory assembled to greatest extent Note: Some components shipped loose for field installation by the installing contractor.
30	1	Prefabricated Compressor / Control Panel Building • Approximate size 8' x 10' x 9' high, approximately • One 6' 8" x 6' double door assembly • Lifting lugs • 10 kW internal space heater • Exhaust fan • Intake louver • Lights • Duplex outlet • Equipment mounting beams • Grated floor • Fiberglass insulation • Exterior steel cladding • Building factory assembled and shipped as one piece to site Note: Shipped loose as one piece to be field installed and interconnecting piping and wire terminations by the installing contractor.



No.	Qty.	Description
31	1	Air Compressor • Rotary screw type compressor • 10 HP, 460 Volt, 3 phase, 60 Hz, 40C rated premium efficiency TEFC motor • 30 SCFM at 125 PSI • Inlet air filter • Integrated controls and microprocessor • 80-gallon receiver • Refrigerated air dryer with prefilter • Coalescing filters with auto drain • One pressure gauge • One low pressure switch • One manual isolation ball valve • Factory installed, piped, and wired in the Prefabricated Compressor Building
Factory assembly, piping, wiring, and testing of components: • As noted above with some items removed for shipment • All exterior ladders, railings, fill lines, level indicators, dust collector, fill panel and related items will be shipped loose for field installation by others. • Conduit will be run on the silo exterior and wires will be pulled for the fill panel, level indicators, and dust collector prior to shipment from our shop. • Re-connection and wiring terminations for items shipped loose will be the responsibility of the installing contractor.		

CHEMCO

No.	Qty.	Description
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Paint Schedule:

Sandblast – SSPC SP6 surface profile (carbon steel); Glass bead blast (stainless-steel)

Prime Paint – 4 to 6 mils DFT of Carbothane 60 epoxy

Finish Paint – 4 to 6 mils DFT of Carbothane 8845 DTM Aliphatic Acrylic Urethane, white

1. Silo
 - a. Storage interior – unfinished
 - b. Silo exterior – sandblast, prime paint, finish paint
 - c. Silo interior – sandblast, prime paint, finish paint
2. Silo Fill Line
 - a. Interior – unfinished
 - b. Exterior – sandblast, prime paint, finish paint
3. Hopper (304SS)
 - a. Interior – unfinished
 - b. Exterior – glass bead blast
4. Screw Feeder (304SS)
 - a. Interior – unfinished
 - b. Exterior – glass bead blast
5. Wetting Cone (304SS)
 - a. Interior – unfinished
 - b. Exterior – glass bead blast
6. Miscellaneous Equipment
 - a. Manufacturers' standard

Pipe Schedule:

Silo Fill Pipe: Schedule 40 carbon steel pipe; painted.

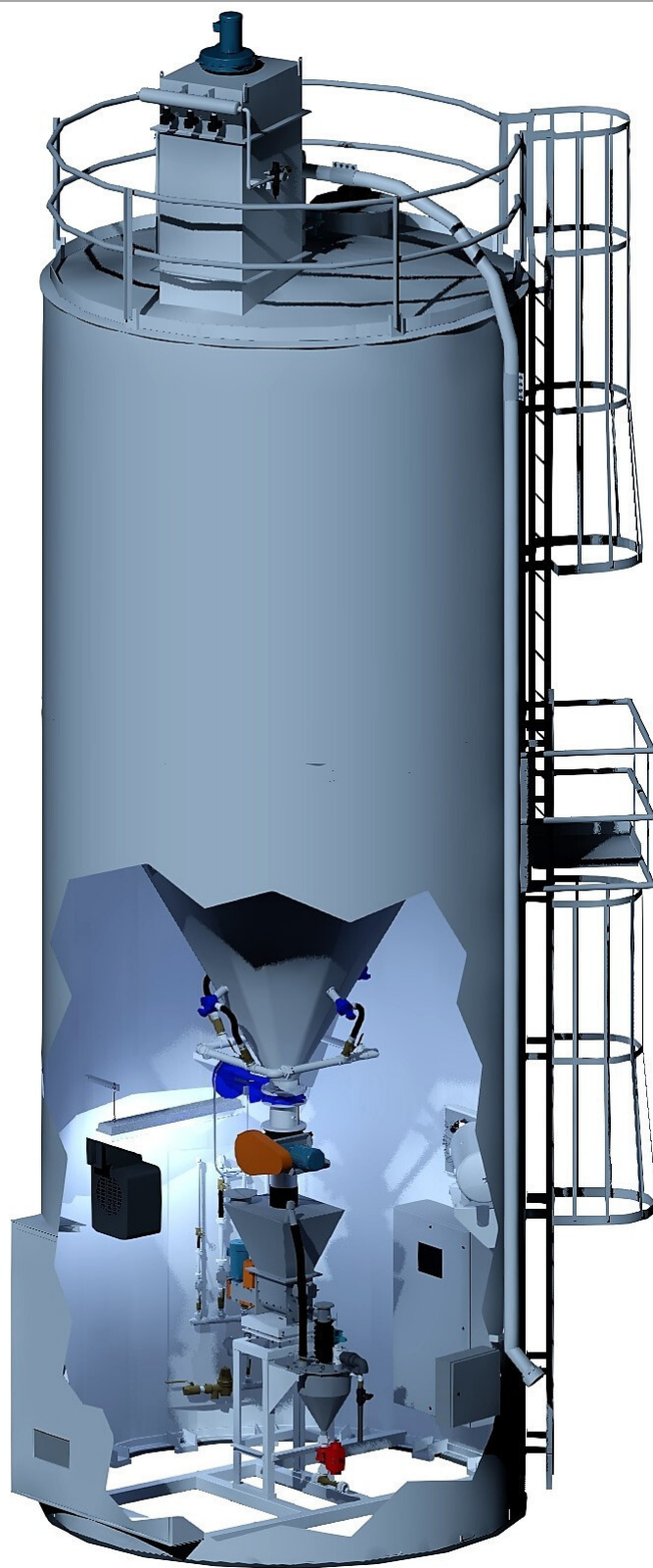
Water Service Line: Schedule 40 304 stainless steel pipe.

PAC Slurry Service Line: Schedule 40 304 stainless steel pipe.

Instrument Quality Air Piping: Schedule 40 galvanized carbon steel threaded pipe, unpainted.

Air Tubing: ¼" ID nycoil tubing.

Conduit: ¾" Minimum Rigid Galvanized Steel Conduit. Flexible conduit to motors and instrumentation as required.



MARKETS SERVED

Municipal Water and Wastewater
Industrial Water and Wastewater

CUSTOM DESIGN

CHEMCO custom designs and fabricates each system to satisfy the process feed rate, desired concentration, and available space requirements.

Chemco's Powdered Activated Carbon (PAC) systems are primarily used by water treatment plants on either a full time basis or as needed for taste and odor control or removal of organic chemicals. PAC can be fed as a powder using dry feed equipment or as a slurry. Dry feed systems are typically used for smaller dosages, which is an ideal application for Chemco's Bulk Bag Un-Loader system, while slurry systems are normally used when PAC is frequently added and the required dosages are high.

PAC systems can also be utilized in industrial applications to remove heavy metals in flue gas applications. This is typically done by utilizing loss-in-weight dosing systems and pneumatic conveying carbon delivery equipment and controls.



PAC slurry systems can be arranged using two different type of wetting and conveying methods. The first is the use of a slurry mixing tank with metering pumps. The alternative option is to feed the dry PAC into a wetting cone that discharges to the suction connection on a slurry eductor. This eductor, using high motive water pressure, pulls in the PAC slurry through the eductor suction and conveys it to the point of application. The selection of equipment is dependent on the project specified feed rates and concentration requirements. Our engineering team will work closely with the customer to understand their project's specific needs to ensure that we meet their expectations for functionality & operability.



Powder Activated Carbon System Components

- Storage Silo (Designed to customer specifications)
- Pneumatic silo-fill pipe
- Dry product level monitoring devices
- Roof-mounted dust collector
- Air Fluidization System (Air Compressor, Dryer, instrumentation and controls)
- Volumetric screw feeder
- Loss-in-weight feeder and controls
- Pneumatic PAC transfer system
- Slurry make-down/storage tank
- Feed Pumps or eductors as specified
- All piping, valves, and instrumentation
- Local system control panel complete with PLC



CHEMCO SYSTEMS

1500 Industrial Drive, Monongahela, PA 15063
sales@chemcosystems.net
724-258-7333

Date: February 24, 2025
No.: 250210
To: Ed Andrews
Water Department Director
Re: Bloomington, IL Water Treatment Plant
RFQ: PAC Storage and Feed System

Ed,

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Cody Karpiak
Chemco Systems, L.P.
Office: (724) 258-0106
Cell: (724) 415-8634
Email: codyk@chemcosystems.net



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Monongahela, PA 15063

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Parts that fail due to abnormal operating conditions, which were not known at the time of bid or system design, are not covered under this warranty. Consequential damages because of equipment failure during abnormal operating conditions are excluded from this warranty.



H Commercial Clarifications and Exclusions:

1. The bid does not include sales, use, or transportation taxes. The purchaser is responsible for all taxes.
 2. Chemco must perform or supervise system commissioning to warrant the system.
 3. Warranty does not include labor for removal and installation of parts. That is the responsibility of the contractor and/or owner.
 4. Storage of Equipment - Due to limited storage space, Chemco is unable to store the proposed equipment beyond the scheduled shipping date. Under circumstances, not by the fault of Chemco, the equipment is prepared for shipment from Chemco's facility, but unable to be received by the Purchaser per the agreed shipment schedule, Chemco will invoice per the original delivery schedule and payment will be due per the terms of this contract. Subsequently, if the project site is not prepared to receive the equipment on the scheduled ship date, the Purchaser/General Contractor must designate an alternate delivery site. Chemco will then ship the equipment to the designated alternate site. Chemco is not responsible for the transportation of the equipment from the Purchaser's alternate storage site to the project site. Chemco is not responsible for any storage fees that may be incurred due to delay in the project site not being prepared to receive the equipment on the agreed upon delivery date.
 5. The Purchaser must notify Chemco of any damages or defects of the system within 48 hours of its arrival to the project site.
 6. Chemco does not permit copying of any financial documents that may be reviewed during owner audit.
 7. Chemco does not permit removal of Chemco documentation from Chemco's site during owner audit.
 8. Chemco will provide a System Operation and Maintenance Manual in Chemco's standard format only.
 9. Chemco will provide a complete engineering design submittal in Chemco's standard format only. An outline of Chemco's design submittal can be submitted at any time upon request.
 10. Chemco completes all contracts with the greatest integrity to abide by all laws and regulations. As we operate throughout the world, we cannot maintain thorough knowledge of all regional and local laws, codes, and regulations. If the proposed design is determined to conflict with any laws, codes, or regulations, Chemco will work with the owner to bring the design into compliance and costs will be reimbursed by the Owner.
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I Technical Clarifications and Exclusions:

1. Demolition and removal of any existing to be replaced equipment onsite is the responsibility of others
 2. Unloading of the system and equipment onsite is the responsibility of others.
 3. Erection, field assembly, and installation of the system onsite is the responsibility of others.
 4. Design and supply concrete foundations are the responsibility of others.
 5. Design and supply of system anchor bolts are the responsibility of others.
 6. Supply, design, and hook-up of utilities to the system are the responsibility of others
 7. Supply of feed chemicals is the responsibility of others.
 8. Chemco will supply PE stamps and calculations for the silo loads only if required by the specification. All other PE stamps and calculations are hereby excluded from our scope. Additional PE stamps and calculations that may be specified and/or requested can be provided at an additional cost.
 9. All ladders, railings, stair, and platform designs per OSHA.
 10. Currently the design for dry bulk storage tanks follows a time proven industry standard. Environmental loads are per IBC/ASCE 7. Dry bulk product loads follow A.W. Janssen's theories and equations. Shell buckling is based on Structural Analysis of Shells by Baker, Kovalevsky and Rish. While allowable stresses follow AISC 360.
 11. Silos do not fall under AWWA (water storage tanks) or API 650 (oil storage tanks) and it's very difficult to apply these codes to a dry bulk storage silo without over designing at significant cost increases.
 12. All storage silos and pump buildings are classified as non-occupied space and are not qualified under national or international building codes.
 13. Chemco does not provide center of gravity for any equipment or systems.
 14. Chemco does not provide lifting plans for any equipment. The rigging and lifting plan are the responsibility of the installing contractor.
 15. Chemco's engineered drawings are supplied in 2D only. Chemco can offer 3D models at an additional cost and extended engineering lead time.
 16. All heat tracing and insulation of piping is the responsibility of others.
 17. The means and methods for installing the equipment onsite is the responsibility of the installing contractor. This includes installation of new equipment into existing facilities and maintaining facilities chemical production as required by the Owner.
 18. It is the responsibility of the Purchaser and Installing Contractor to verify that the site can receive and fit the equipment being supplied by Chemco Systems into any new or existing facilities, entranceways, elevators, lifts, or other openings. All costs associated with the installation coordination are the responsibility of the Purchaser.
 19. All field piping associated with the Chemco feed system is the responsibility of the engineer, installing contractor, and their subcontractors. It is imperative that the entity designing and performing the onsite slurry and solution piping is experienced in the piping of chemical slurries and solutions. The piping layout is critical to the correct operation of the equipment. The orientation, elevation, and location of valves and instrumentation will impact performance of the equipment and should be positioned accordingly to prevent dead ends, critical pressure drops, and clogging points. All pipe paths shall be designed and installed to maintain the necessary velocities and pressures within the parameters of the system.
 20. Conduit seal offs to be factory installed and to be filled by installing contractor after system testing is complete.
 21. Lightning protection to be installed on the silo only.
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Chemco Systems
Powdered Activated Carbon Storage and Feed System

System Overview Parameters

Product:	Powdered Activated Carbon
Bulk Density:	15 lb./ft. ³
Storage:	3,000 ft. ³ each
Feed Rate:	340 lbs./hr., maximum
Water:	40 GPM at minimum 60 PSIG
Air:	30 SCFM at 80 PSIG of clean, dry instrument quality air



No.	Qty.	Description
01	1	Powdered Activated Carbon Storage Silo • 13' diameter x 22' storage cylinder height x 43' eave height • Carbon steel, full weld penetration construction, one piece • ¼" minimum roof, silo wall, and cone • Approximately 3,000 ft.³ storage capacity • Silo to be designed and fabricated for 1 PSI internal pressure • Skirt supported to grade • One 10° sloped roof with nonskid coating • One roof mounted 24" diameter manway with an 8" pressure/vacuum relief valve • One dust collector mounting flange • One roof mounted level sensor mounting flange • One roof mounted high-level switch mounting flange • One side wall mounted low-level switch mounting flange • One side wall mounted reorder-level switch mounting flange • Two roof mounted lifting lugs, two tailing lugs • One target box mounting flange • Lot of truck fill line mounting brackets • Lot of silo hold down anchor channels • One 60° discharge aeration cone with one 8" diameter outlet • One 6'x6'-8" double door assembly to access equipment room • Equipment support beams • One 16" square flange in skirt sidewall for exhaust flange • Galvanized grated flooring • One alcove for electrical control panel • Lot of couplings welded into skirt side for water and air • Galvanized safety ladder system w/ 3M cable safety climb system which will include one carrier for access to the silo roof from grade. NO HARNESS. • Two step-off platform with safety gates located at reorder and low level switch elevation for maintenance (shipped loose) • One galvanized 1-1/2" Schedule 40 pipe guardrail assembly with angle posts provided around the perimeter of the silo roof, shipped loose, and knocked down • The silo shall be designed to store PAC with a bulk density of 35 lbs./ft³ for structural design and 15 lb./ft³ for volume. • One painted steel toe plate provided around the perimeter of the silo roof • Lightning protection system • Roof load of 30 pounds per square foot • Seismic and wind load design per IBC 2018 • 8-ounce pressure, 0.4-ounce vacuum • Carbon steel anchor bolt template Note: Factory assembled, piped, and wired to maximum practical extent, shipped in one piece for field installation by the installing contractor. Air supply piping and conduit with wire pulled from grade to roof will be factory installed on silo exterior for final field connections to be made by the installing contractor for level devices, dust collector, and truck fill panel.



No.	Qty.	Description
02	1	Silo Fill Line Assembly • 4" Schedule 40 carbon steel pipe • One target box with clean-out port • One 4" Schedule 40, 90° long radius elbow • Compression type couplings • Malleable iron truck fill adapter with dust cap • One NEMA 4 limit switch Note: Shipped loose for field installation and wire terminations by the installing contractor.
03	1	Truck Unloading Operator Panel • NEMA 4X type 304 stainless steel enclosure • Indicating lights • Selector switches • Alarm siren • Push button • Terminal blocks • Factory assembled Note: Shipped loose for field installation and wire terminations by the installing contractor.
04	1	Silo Continuous Level Sensor • Guided wave radar type transmitter • Digital readout • NEMA 4X housing Note: Shipped loose for field installation and wire terminations by the installing contractor.
05	3	Silo High/ Reorder/ Low Level Switch • Capacitance probe type • Stainless steel sensor • NEMA 4X housing • Probe extensions as required (high switch only) Note: Shipped loose for field installation and wire terminations by the installing contractor.



No.	Qty.	Description
06	1	Silo Dust Collector • Pulse jet type • Carbon steel housing • Approximately 300 square feet of polyester filter cloth • Solenoid diaphragm valves • Compressed air header with pressure gauge • Pressure differential gauge and switch • Exhaust blower: 2HP, 460-volt, 3 phase, 60 Hz, TEFC motor • Air supply header • One manual isolation ball valve • One pressure regulator w/ filter • One pressure gauge • One pressure switch • One pressure instrument manual isolation ball valve Note: Shipped loose for field installation, interconnecting piping, and wire terminations by installing contractor.
07	1	Inlet Air Supply Panel Piped to Air Receiver and Pneumatic Valves • One manual, isolation ball valve • One pressure regulator with filter and pressure gauge • One low pressure switch (CI II, Div. 1, Gr. F) • One pressure instrument isolation ball valve • Lot of schedule 40 galvanized steel pipe • Factory assembled, piped, wired, and installed
08	1	Silo Cone Aeration Assembly • Clog-proof pulse-type aerators with pulse-type diaphragm valve and integral solenoid • Manual isolation ball valves • Lot of neoprene hose • Factory installed, piped, and wired
09	1	Silo Cone Aeration System Air Header Assembly • One 30-gallon air receiver with air safety valve • Manual drain valve • One condensate separator with automatic condensate drain • Lot of pipe and hose • Factory installed, piped, and wired



No.	Qty.	Description
10	1	Silo Discharge Knife Gate • 8" diameter • Manual chainwheel operated • 316 cast stainless steel body • 316 stainless steel gate • 316 stainless steel metal seat • Square braided PTFE impregnated synthetic fiber packing • Factory installed
11	1	Rigid Transition: Knife Gate to Rotary Feeder • 304 stainless steel fabricated flange transition • Fluidizing air nozzle • Isolation ball valve • Solenoid valve • Check valve • Needle valve • Factory installed and piped
12	1	Hopper Refill Airlock Rotary Feeder • Cast iron housing and endplates • 8" x 8" flanged inlet • Shaft seal assembly with air purge kit • 8 vane, open end, 304 stainless steel rotor tips, beveled • Hard chrome interior bore and endplates • 1 HP, 460-volt, 3 phase, 60 Hz TEFC enclosure (CI II, Div. 1, Gr. F) • Factory installed, piped, and wired
13	1	Flexible Transition: Rotary Feeder to Hopper • 304 stainless steel fabricated flange transition • One flexible connection • Pure gum rubber construction • 1 ply nylon reinforcement • Two stainless steel band clamps • Factory installed
14	1	Hopper • 304 stainless steel construction • Approximately 6 ft.³ storage capacity • One vent breather mounting flange with filter • One high-level switch mounting flange • One low-level switch mounting flange • One discharge flange to mate to volumetric screw feeder • Factory installed



No.	Qty.	Description
15	1	Chemco Loss-In-Weight Screw Feeder • Capable of feeding 340 lbs./hr. of PAC with a bulk density of 18 lb./ft³ • 304 stainless steel construction housing • 3" 304 stainless-steel solid flight feed screw with material conditioning ribbon • 1.5 HP, 460-volt, 3 Phase, 60 Hz variable speed motor (Cl. II, Div. 1, Gr. F) • Digital speed sensor • Mounted on weigh deck • Load cell assembly • VFD located in control panel • Factory installed and wired
16	1	Flex Transition: Feeder-to-Wetting Cone • One flexible connection • Rubber coated nylon sleeve • Two stainless steel band clamps • Factory installed
17	1	Chemco Wetting Cone • 304 Stainless steel construction • Capable of wetting up to 340 lbs./hr. of PAC • One powder activated carbon inlet • One high-level switch, ultrasonic gap-type (Cl. II, Div. 1, Gr. F) • Tangential flow water inlet connection • One slurry outlet connection • One drain coupling, plugged • Factory installed
18	1	Inlet Water Supply Panel • One manual, isolation ball valve • One pressure regulator valve with strainer • One pressure instrument assembly • One pressure gauge • One low pressure switch (Cl. II, Div. 1, Gr. F) • One pressure instrument manual, isolation ball valve • Lot of schedule 40 304-stainless steel pipe • Factory piped, wired, and installed



No.	Qty.	Description
19	1	Wetting Cone Water Supply Panel • One manual, isolation ball valve • One pressure regulator • One pressure instrument assembly • One pressure gauge • One low pressure switch (Cl. II, Div. 1, Gr. F) • One pressure instrument manual, isolation ball valve • One flowmeter • One manual needle valve • One solenoid valve (Cl. II, Div. 1, Gr. F) • Lot of schedule 40 304-stainless steel pipe • Factory piped, wired, and installed
20	1	Wetting Cone Eductor • 304 Stainless steel construction • One motive water connection • One suction connection • One discharge connection • Factory piped and installed
21	1	Eductor Flow Valves • Motive valve – pneumatically actuated (Cl. II, Div. 1 Gr. F) • Suction valve – pneumatically actuated (Cl. II, Div. 1 Gr. F) • Drain valve – pneumatically actuated (Cl. II, Div. 1 Gr. F) • Discharge valve – pneumatically actuated (Cl. II, Div. 1 Gr. F) • Eductor discharge pressure instrument isolation ball valve • One pressure sensor • One pressure gauge • One pressure switch (Cl. II, Div. 1, Gr. F) • One pressure instrument manual, isolation ball valve • Factory piped, wired, and installed
22	1	PAC Silo System Junction Box • Encloses 460-voltage, control voltage, and 120-volt utility voltage • NEMA 9 enclosure • Terminal blocks • Emergency stop push button Note: Factory assembled, installed, and wired to all devices in the PAC Silo if compressor building is purchased.



No.	Qty.	Description
23	1	PAC System Control Panel • NEMA 4X type 304 stainless steel enclosure • Terminal blocks • PLC – Allen Bradley CompactLogix controller • Digital I/O modules • Analog I/O modules • Power Supply • Ethernet communication module • Operator interface touchscreen • Circuit breakers • Alarm siren • Push button • Emergency stop button • Transformer • Main disconnect switch • Motor control equipment (starters, VFDs) • Fuses • Terminal blocks • Factory assembled and tested • Factory installed in alcove on PAC Silo and wired to all devices Note: System Control Panel is to be installed in the compressor building if the building option is chosen.
24	1	Silo Exhaust Fan • 16" diameter • Automatic shutter • Wire guard • 120-volt, 1 phase, 60 Hz (Cl. II, Div. 1, Gr. F) • Adjustable thermostat • Factory installed and wired
25	1	Silo Heavy Duty Electric Heater • 10 kW • Adjustable outlet louver • Built-in thermostat • Mounting bracket for horizontal installation • 460-volt, 3 phase, 60 Hz (Cl. II, Div. 1, Gr. F) Note: Factory installed and wired - removed for shipping. Reinstallation and wire terminations by the installing contractor.
26	3	Silo Light Fixtures • Interior light fixtures (Cl. II, Div. 1, Gr. F) • light switch • Factory installed and wired



No.	Qty.	Description
27	1	Silo Electrical Outlet • Duplex • 120 volt • 15 amp (Cl. II, Div. 1, Gr. F) • Located in the silo equipment room • Factory installed and wired
28	Lot	Silo Skirt Insulation • 2" thick • Extruded polystyrene closed cell foam • Bonded to silo wall with adhesive sealant • Painted with white latex • Factory installed on the interior skirt walls
29	1	Silo Lightening Protection System • In accordance with UL96A and NFPA 780 2008 • Factory assembled to greatest extent Note: Some components shipped loose for field installation by the installing contractor.
30	1	Prefabricated Compressor / Control Panel Building • Approximate size 8' x 10' x 9' high, approximately • One 6' 8" x 6' double door assembly • Lifting lugs • 10 kW internal space heater • Exhaust fan • Intake louver • Lights • Duplex outlet • Equipment mounting beams • Grated floor • Fiberglass insulation • Exterior steel cladding • Building factory assembled and shipped as one piece to site Note: Shipped loose as one piece to be field installed and interconnecting piping and wire terminations by the installing contractor.



No.	Qty.	Description
31	1	Air Compressor • Rotary screw type compressor • 10 HP, 460 Volt, 3 phase, 60 Hz, 40C rated premium efficiency TEFC motor • 30 SCFM at 125 PSI • Inlet air filter • Integrated controls and microprocessor • 80-gallon receiver • Refrigerated air dryer with prefilter • Coalescing filters with auto drain • One pressure gauge • One low pressure switch • One manual isolation ball valve • Factory installed, piped, and wired in the Prefabricated Compressor Building
Factory assembly, piping, wiring, and testing of components: • As noted above with some items removed for shipment • All exterior ladders, railings, fill lines, level indicators, dust collector, fill panel and related items will be shipped loose for field installation by others. • Conduit will be run on the silo exterior and wires will be pulled for the fill panel, level indicators, and dust collector prior to shipment from our shop. • Re-connection and wiring terminations for items shipped loose will be the responsibility of the installing contractor.		

CHEMCO

No.	Qty.	Description
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Paint Schedule:

Sandblast – SSPC SP6 surface profile (carbon steel); Glass bead blast (stainless-steel)

Prime Paint – 4 to 6 mils DFT of Carbothane 60 epoxy

Finish Paint – 4 to 6 mils DFT of Carbothane 8845 DTM Aliphatic Acrylic Urethane, white

1. Silo
 - a. Storage interior – unfinished
 - b. Silo exterior – sandblast, prime paint, finish paint
 - c. Silo interior – sandblast, prime paint, finish paint
2. Silo Fill Line
 - a. Interior – unfinished
 - b. Exterior – sandblast, prime paint, finish paint
3. Hopper (304SS)
 - a. Interior – unfinished
 - b. Exterior – glass bead blast
4. Screw Feeder (304SS)
 - a. Interior – unfinished
 - b. Exterior – glass bead blast
5. Wetting Cone (304SS)
 - a. Interior – unfinished
 - b. Exterior – glass bead blast
6. Miscellaneous Equipment
 - a. Manufacturers' standard

Pipe Schedule:

Silo Fill Pipe: Schedule 40 carbon steel pipe; painted.

Water Service Line: Schedule 40 304 stainless steel pipe.

PAC Slurry Service Line: Schedule 40 304 stainless steel pipe.

Instrument Quality Air Piping: Schedule 40 galvanized carbon steel threaded pipe, unpainted.

Air Tubing: ¼" ID nycoil tubing.

Conduit: ¾" Minimum Rigid Galvanized Steel Conduit. Flexible conduit to motors and instrumentation as required.



REGULAR AGENDA ITEM NO. 8.C.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Appoint a Mayor Pro Tem for the City of Bloomington , as requested by City Council.

RECOMMENDED MOTION: *I move to appoint _____, to serve, until a new appointment is made by the City Council as the Mayor Pro Tem for the City of Bloomington at those times when the Mayor is unable to perform his official duties due to an absence from the City or other incapacity.*

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 Illinois Municipal Code provides that if the Mayor is temporarily absent because of an incapacity to perform their duties, but the incapacity does not create a vacancy in the office, the corporate authorities can elect one of their own to act as Mayor Pro Tem. The Mayor Pro Tem, during the absence or disability of the Mayor, can perform the duties and possess all the rights and powers of the Mayor, but cannot vote both as Mayor Pro Tem and as a Council Member.

The City of Bloomington has a practice of having one Council Member designated as the Mayor Pro Tem for those times when the Mayor is absent due to being outside of the City for such a length of time as would reasonably call for a fully empowered replacement or in case of another incapacity.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[CLK 2B Resolution](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION TO APPOINT A MAYOR PRO TEM FOR THE CITY OF BLOOMINGTON

WHEREAS, the Illinois Municipal Code provides that if the Mayor is temporarily absent because of an incapacity to perform their duties, but the incapacity does not create a vacancy in the office, the corporate authorities (Council) can elect one of their own to act as Mayor Pro Tem; and

WHEREAS, the Mayor Pro Tem, during the absence or disability of the Mayor, can perform the duties and possess all the rights and powers of the Mayor, but cannot vote both as Mayor Pro Tem and as a Council Member; and

WHEREAS, the City of Bloomington has a practice of having one Council Member designated as the Mayor Pro Tem for those times when the Mayor is absent due to being outside of the City for such a length of time as would reasonably call for a fully empowered replacement or in case of another incapacity; and

WHEREAS, the City Council finds it in the best interest of the City to appoint a Mayor Pro Tem.

NOW THEREFORE, BE IT RESOLVED 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. City Council appoints Council Member _____ to serve, until a new appointment is made by the City Council as the Mayor Pro Tem for the City of Bloomington at those times when the Mayor is unable to perform his official duties due to an absence from the City of other incapacity.

PASSED this 10th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 8.D.

FOR COUNCIL: March 10, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the Fiscal Year 2026 Proposed Budget and Capital Projects , as requested by the Finance Department.

RECOMMENDED MOTION: None; Presentation and discussion only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City-Wide Fiscal Year ("FY") 2026 Proposed Budget is \$317.9M, which is a \$13.8M – 4% decrease from the FY 2025 Adopted Budget of \$331.7M. The General Fund FY 2026 Proposed Budget is \$137.0M, which is a \$6.1M – 4.3% decrease from the FY 2025 Adopted Budget of \$143.1M. The General Fund is the City's largest fund and accounts for 43.1% of the total City-Wide budget. Significant capital improvements are planned for FY 2026 totaling approximately \$81.1M. This is a decrease of approximately \$7.4M from FY 2025.

While many operating categories such as salaries, benefits, contractals, and commodities increased year over year, a significant portion of the \$13.8M City-Wide decrease can be attributed to the \$7.4M decrease in Capital Projects and a \$7.8M decrease in Capital Equipment. Capital Equipment was decreased significantly in the General Fund to assist with balancing that fund in the face of revenue decreases. Adjusting for nonrecurring, strategic additions, and capital projects (which can vary from year to year), the City-Wide Net Operating Budget has grown at an approximate annualized rate of 2.7% over the last 10 years.

This FY 2026 Budget Presentation and the FY 2026 Proposed Budget Books will be made available on the City's website (bloomingtonil.gov) prior to the meeting. Stakeholders can locate these documents on the *Departments - Finance - Annual Budget - Budget Documents - FY2026* page of the website.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director