

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
FEBRUARY 26, 2024**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

Deputy City Manager - Jeff Jurgens

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, FEBRUARY 26, 2024, 6:00 PM**

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments

A. Recognition of Firefighter Donovan McIntire who has completed probationary period, as requested by the Fire 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 on Approving the Minutes of the January 24, 2024, Special 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 \$9,070,374.15, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
- D. Consideration and Action on Approving the Purchase of One Toro TX1300 from Alta Equipment, in the Amount of \$59,855, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and Action on Approving the Purchase of Additional Services for

Brand Development for the Citywide Recruitment Campaign with GrahamSpencer, LLC, in the Amount of \$55,450, as requested by the Human Resources Department. (Recommended Motion: The proposed Purchase be approved.)

- F. Consideration and Action on Approving a Change Order for Brand Development for the Current Citywide Recruitment Campaign with GrahamSpencer, LLC, in the Amount of \$10,950, as requested by the Human Resources Department. (Recommended Motion: The proposed Change Order be approved.)
- G. Consideration and Action on Approving an Agreement with J Spencer Construction, LLC, for the Fire Station #3 Kitchen Remodel (Bid #2024-22), in the Amount of \$88,500, as requested by the Fire Department. (Recommended Motion: The proposed Agreement be approved.)
- H. Consideration and Action on (1) a Supplemental Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$472,431; (2) a Preliminary/Construction Engineering Services Agreement Supplement for Motor Fuel Tax (MFT) Funds, in the Amount Not to Exceed \$451,681 with Alfred Benesch & Company; and (3) a Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with Matthewson Land Services, Inc., for Land Acquisition Services for the Fox Creek Road & Bridge Improvements Project, in the Amount Not to Exceed \$20,750, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Supplemental Resolution, Agreement Supplement, and Resolution be approved.)
- I. Consideration and Action on an Ordinance Authorizing a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest, for the Fiscal Year 2024 General Resurfacing Program - Phase 2 (Bid #2024-24), in the Amount of \$1,344,032.66, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)
- J. Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for the FY 2024 General Sidewalk, Curb and Gutter Replacement Program - Phase II (Bid #2024-25), in the Amount of \$805,812.85, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)
- K. Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the Property Located at 1706 E. Hamilton Road, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)
- L. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 6, 7, And 31 Pertaining to Alcohol and Licenses Administered by the City Clerk, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)
- M. Consideration and Action on 1) an Ordinance Dissolving the Property Maintenance Review Board, and Merging the Functions Performed by that Board with Those of the Building Board of Appeals, and 2) Approving the Minutes of the September 1, 2020, Special Property Maintenance Review Board Meeting, as requested by the

Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance and Minutes be approved.)*

8. Regular Agenda

- A. Presentation and Discussion of the Fiscal Year 2025 Budget Update, as requested by the Finance Department. *(Recommended Motion: None; presentation and discussion only.) (Presentation by Scott Rathbun, Finance Director, 20 minutes; and City Council Discussion, 15 minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Firefighter Donovan McIntire who has completed probationary period, as requested by the Fire Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: Recognizing the completion of the one-year probationary period on February 20, 2024 for Firefighter Donovan McIntire. Firefighter McIntire has been officially sworn in by the City Clerk.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cory Matheny, Deputy Chief of EMS

ATTACHMENTS:

[FIRE 1B Firefighter Commission - McIntire](#)

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Donovan McIntire

*Having been duly sworn
was appointed and commissioned a*

Firefighter/Paramedic

*in recognition of their completion
of their probationary year on February 20, 2024
As Evidence thereof, we set our hand and seal*

Aboka Mwilambwe

Aboka Mwilambwe
Mayor

Tim Gleason

Tim Gleason
City Manager



Cory Matheny

Cory Matheny
Chief

Leslie Vocum

Leslie Vocum
City Clerk



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the Minutes of the January 24, 2024, Special City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - SPECIAL SESSION
WEDNESDAY, JANUARY 24, 2024, 12:30 P.M.

The City Council convened in special session in the Government Center Boardroom at 12:30 P.M. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Remote
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Absent
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

Mayor Mwilambwe asked for a motion to allow Council Member Boelen to participate in the meeting remotely due to medical reasons.

Council Member Ward made a motion, seconded by Council Member Danenberger, to allow Council Member Boelen to attend the meeting remotely due to medical reasons.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Boelen joined the meeting remotely (12:32 P.M.).

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. The following spoke in person: (1) Surena Fish, (2) Gary Lambert, and (3) Patrick Dullard.

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

Item 7.A. Consideration and Action to Approve the Minutes of the December 11, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$8,540,018.67, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments be approved.)

Item 7.D. Consideration and Action on Approving a Change Order to Purchase Order Number #20240047 for the Fiscal Year 2024 Water Meter Installation Program from Ferguson US Holdings Inc., in the Amount of \$400,000, as requested by the Water Department, N/A. (Recommended Motion: The proposed Change Order be approved.)

Item 7.E. Consideration and Action on the Approval of an Intergovernmental Agreement between the City of Bloomington and the County of McLean, IL regarding the 2024 Byrne Justice Assistance Grant Program Award (Grant #13686637), as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.F. Consideration and Action on Approving an Intergovernmental Agreement with McLean County for Street Sweeping, Storm Inlet Clean, 4 x 4 Post Installation, and Gravel Shoulder Maintenance, as requested by the Public Works Department, N/A. (Recommended Motion: The proposed Intergovernmental Agreement be approved.)

Item 7.G. Consideration and Action on an Agreement with BKV Group for Facility Needs Master Planning, in an Amount Not to Exceed \$59,273, as requested by the Department of Operations & Engineering Services, and the Police Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.H. Consideration and Action to Approve 1) an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) and 2) a State Motor Fuel Tax Funding (MFT) Resolution, in the Amount of \$421,345, for US Route 150/IL Route 9 (Market Street) Improvements, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Agreement and MFT Resolution be approved.)

Item 7.I. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with Hutchison Engineering, Inc., for Phase II Design for the Extension of the Constitution Trail from Lafayette Street to Hamilton Road, in an Amount Not to Exceed \$157,277, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 - 005

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH HUTCHISON ENGINEERING, INC., FOR PHASE II DESIGN FOR THE EXTENSION OF THE CONSTITUTION TRAIL FROM LAFAYETTE STREET TO HAMILTON ROAD, IN THE AMOUNT NOT TO EXCEED \$157,277

Item 7.J. Consideration and Action on an Ordinance Annexing Property Generally Located North of The Grove on Kickapoo Creek 6th Addition, Containing 36.5 Acres, More or Less, and Approving a Zoning Map Amendment for Said Property to the R-2 (Mixed Residence) District (Part

of PIN: 22-08-400- 015), as requested by the Economic & Community Development Department.
(Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 - 002

**AN ORDINANCE ANNEXING PROPERTY GENERALLY LOCATED NORTH OF THE GROVE ON
KICKAPOO CREEK 6TH ADDITION, CONTAINING 36.5 ACRES, MORE OR LESS, AND
APPROVING A ZONING MAP AMENDMENT FOR SAID PROPERTY TO THE R-2 (MIXED
RESIDENCE) DISTRICT (PART OF PIN: 22-08-400-015)**

Item 7.K. Consideration and Action on an Ordinance Approving a Site Plan to Allow an
Expansion to an Office Use in the B-2 (Local Commercial) District for Property Located at 1105
W. Front Street, as requested by the Economic & Community Development Department.
(Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 - 003

**AN ORDINANCE APPROVING A SITE PLAN TO ALLOW AN EXPANSION TO AN OFFICE USE IN
THE B-2 (LOCAL COMMERCIAL) DISTRICT FOR PROPERTY LOCATED AT 1105 W. FRONT
STREET**

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and Action on Approval of a Hockey Contract for the
Bloomington Arena Between the City of Bloomington and Illinois Hockey Club LLC, as requested
by the Arts & Entertainment Department.

Billy Tyus, Deputy City Manager, introduced the Item. He highlighted a press conference related to the Item that had been held prior to the meeting and gave details about the proposed hockey agreement. He provided a breakdown of income to be generated and how revenue would be divided between Hallett Sports and the City. He expressed excitement about all the opportunities to come from the new partnership and team, and then introduced Sean Hallett, Hallett Sports & Entertainment Co-CEO, to present.

Mr. Hallett talked about other municipalities Hallet Sports was currently working with and explained the process behind pulling a new hockey team together. He, too, was very excited about the opportunities the new team and Hallet/City partnership would bring. He shared that significant season tickets sales had already been occurring since announcement of a team coming to Bloomington and stressed the love and excitement that had already been shared. He introduced Larry Gigerich, Ginovus Executive Managing Director, to present.

Mr. Gigerich thanked City staff for all their hard work and for being wonderful to work with. He expressed pride in the partnership created and provided a brief overview of the hockey program, as well as spoke about accomplishments of Hallett Sports.

Council Member Boelen was happy the opportunity had presented itself.

Council Member Ward asked if there were any concerns about scheduling an upcoming season given the partnership and team were coming together in the same year. Mr. Hallett

explained that the schedule would be posted in May and that the season wouldn't start until October, so there were no concerns.

Council Member Crumpler thanked the presenters and expressed excitement about the team coming to Bloomington.

Council Member Hendricks thanked City staff for their efforts in making the deal happen.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

City Manager's Discussion

No discussion was had.

Mayor's Discussion

No discussion was had.

Council Member's Discussion

No discussion was had.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 1:00 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$9,070,374.15, 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 \$9,070,374.15 (Payroll total \$3,142,435.41 Accounts Payable total \$5,768,130.54, Bank Transfers/Wires total \$9,215.75, and Procurement Card Purchases total \$150,592.45).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Stacey Moews,

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
2/9/2024	\$ 2,505,639.86	\$ 592,304.43	\$ 3,097,944.29
			\$ -

Off Cycle Adjustments	\$ 44,109.28	\$ 381.84	\$ 44,491.12
		PAYROLL TOTAL	\$ 3,142,435.41

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range	PCARD TOTAL
2/26/2024	AP General	\$ 4,187,466.22	12/02/2023-01/02/2024	\$150,592.45
2/26/2024	AP JMScott	\$ -		
2/26/2024	AP Comm Devel	\$ 15,384.56		\$150,592.45
2/26/2024	AP IHDA	\$ -		
2/26/2024	AP Library	\$ 1,332,491.92		
2/26/2024	AP MFT	\$ -		
02/08/2024-02/19/2024	Out of Cycle AP	\$ 232,787.84		
01/23/2024-01/29/2024	AP Bank Transfers	\$ 9,215.75		
	AP TOTAL	\$ 5,777,346.29		

GRAND TOTAL	\$ 9,070,374.15
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Appointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Mayor of the City of Bloomington asks Council concurrence in the appointments of:

Citizens' Beautification Committee: Izola Tyus' appointment is effective immediately, with an expiration date of 04-30-27.

Applications are on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Citizens' Beautification Committee Roster](#)

Citizen's Beautification Committee Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment	Year First App	Mayor Appointed
Vacant	Citizens Beautification							true
Active	Citizens Beautification	Staff Liaison	Jeff	Hindman				false
Active	Citizens Beautification	Commissioner	Sara	Kemp	4/30/2024	4/12/2021	2018	true
Active	Citizens Beautification	Commissioner	Joni	Painter	4/30/2024	6/14/2021	2021	true
Active	Citizens Beautification	Commissioner	Gina	Lavazza	4/30/2024	4/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Deborah	Johnson	4/30/2022	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Daniel	Freburg	4/30/2025	5/23/2022	2018	true
Active	Citizens Beautification	Commissioner	Margaret	Kraft	4/30/2025	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Jennifer	Aurora	4/30/2025	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Fredrick	Marling	4/30/2025	2/27/2023	2023	true
Active	Citizens Beautification	Commissioner	Michaela	Kent	10/23/2026	10/23/2023	2023	true
Active	Citizens Beautification	Commissioner	Eldon	Haab	11/27/2026	11/27/2023	2023	true



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the Purchase of One Toro TX1300 from Alta Equipment, in the Amount of \$59,855, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Purchase 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 Park Maintenance Division of the Parks & Recreation Department currently maintains all City-owned green spaces which includes 42 Parks, 30 miles of trail, 250 acres of right of way, 5 lakes, 1 Zoo, all ditches and streambanks, and approximately 30,000 street trees. In addition, the Division maintains the State of Illinois Greenspace on Veterans Parkway and Illinois Route 9.

Toro Dingos are the industry standard in walk-behind utility loaders because this equipment can handle numerous tasks including tree planting, snow removal, mulching, grading, trenching, and loading and unloading of deliveries which eliminates having to purchase multiple pieces of equipment. Staff is familiar with the use of this type of equipment and keeping the same type of equipment, eliminates additional training and increases employee safety as well as being able to repair the equipment because of familiarity. Toro has consistently provided quality products and services to the City of Bloomington.

The current unit is from 2002 with 3,400 hours of use and has exceeded its overall useful life. The unit will be kept at the Park Maintenance facility and used for replacement parts as needed. The City will utilize pricing under Toro Sourcwell Contract #031121-TTC - valid through 4/30/2025.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Alta Equipment

FINANCIAL IMPACT: If approved, the City will purchase 1 Toro Dingo TX1300 from Alta Equipment in the amount of \$52,287, utilizing Toro Sourcwell Contract #031121-TTC. The amount will be paid out of the Parks Maintenance-Capital Outlay Equipment Other than Office account (10014110-72140). A total of \$50,000 was budgeted in FY 2024 for this purchase. Although over budget, there are remaining budgeted funds available in this account of \$24,431.70 due to significant savings on the last purchase of 3 Toro Mowers approved by City Council on September 11, 2023, Item 7C (\$85,000 budgeted versus \$60,568.30 spent). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget

Overview & General Fund" on page 187, and Other Funds & Capital Improvement" on page 93.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

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

ATTACHMENTS:

[P&R 1B Quote](#)

[P&R 1C Informational Pamphlet](#)

[P&R 1D Sourcewell Joint Purchasing Contract #031121-TTC](#)

February 12, 2024

CITY OF BLOOMINGTON

109 E Olive St
Bloomington IL 61701-5217



Alta Equipment is pleased to present you with pricing on a **2022 Toro TX1300 (ref: EQ0253420)**; the unit has approximate 5 hours, and is equipped as follows:

- Arm: 109"
- Quick coupler system
- Auxiliary pedal
- 37 hp diesel
- Operating capacity: 1300 lbs
- Enlarged operator platform
- Traction control
- Fuel tank: 11 gallons

SOURCEWELL PRICING:

List price:	\$59,885.00
Bucket list price	1,425.00
17% Soucewell discount off list	(10,423.00)
PDI	650.00
Freight to customer	<u>750.00</u>

TOTAL SALES PRICE **\$52,287.00**

Thank you for this opportunity,

** Quote is valid for 30 days and subject to prior sale

Ryan Curry

Account Manager

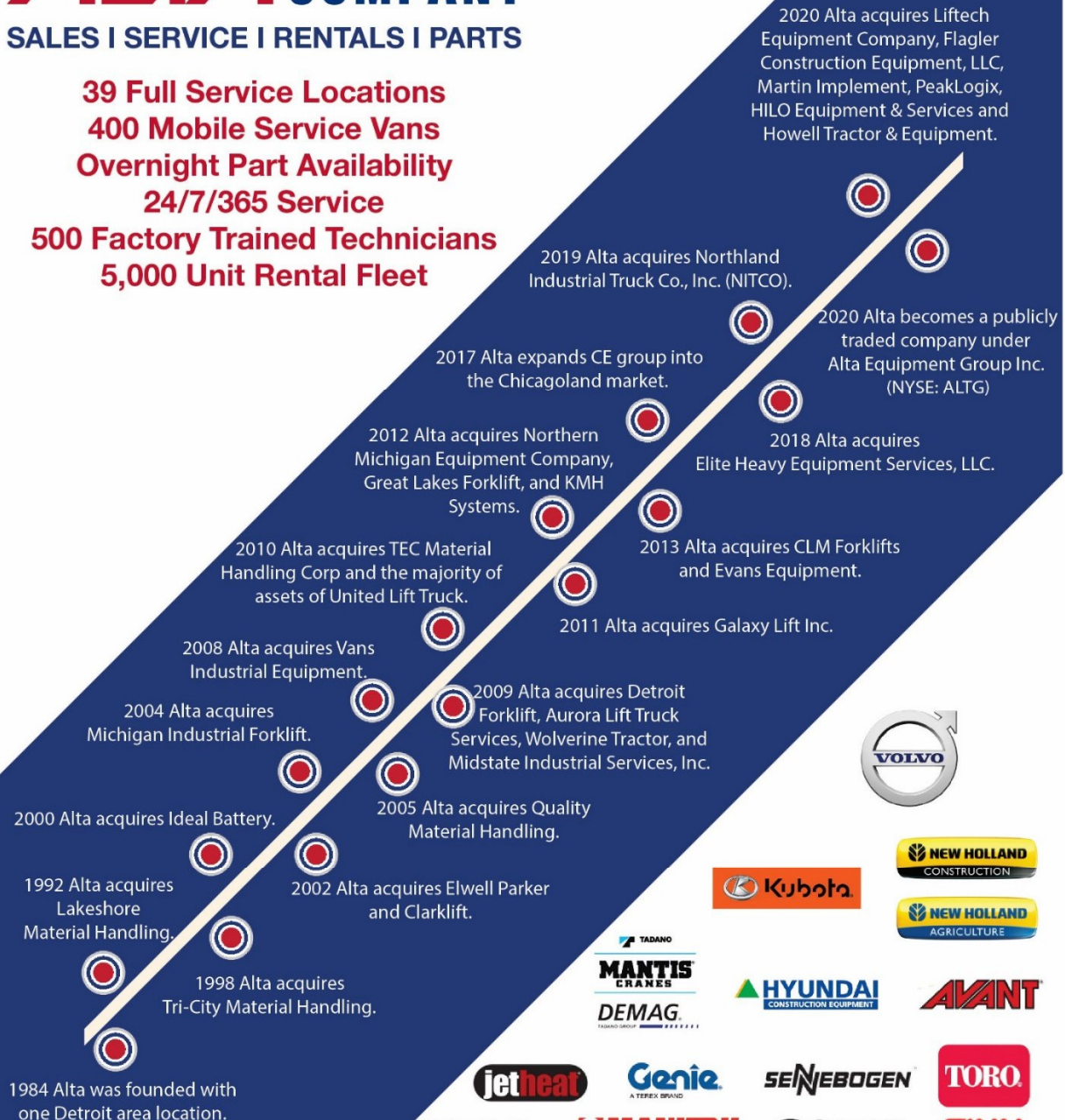
P: (217) 671-5296

E: ryan.curry@altaequipment.com

ALTA EQUIPMENT COMPANY

SALES | SERVICE | RENTALS | PARTS

39 Full Service Locations
400 Mobile Service Vans
Overnight Part Availability
24/7/365 Service
500 Factory Trained Technicians
5,000 Unit Rental Fleet



TORO®

TORO® DINGO® TX 1300

COMPACT UTILITY LOADERS

Ideal for landscape, hardscape and tree care jobs, the TX 1300 brings a new combination of power, reach and convenient control to the Toro® Dingo® lineup. With a 37 hp Yanmar® Tier IV diesel engine and 1,300 lbs of rated operating capacity, it's the user-friendly workhorse you need to save time. The exclusive INTELESCOPE® loader arm with SmartLoad adds 26" of reach, and the telescoped hinge-pin height of 109" means you can lift loads up and over the side of a dumpster or truck for maximum productivity. Plus, you can operate the Toro patented traction controls with one hand and thumb-controlled telescoping extension and auxiliary functions (in the loader arm control) with the other to pick, place and dump materials with ease all day long.

FEATURES



INTELESCOPE LOADER ARM

Featuring SmartLoad for a hinge-pin height of 109" which adds 26" of reach over other compact utility loaders



OUTSTANDING ROC

The durable loader arm with improved q-tach casting, allows for a more durable loader arm design and up to 1,300 lbs of operating capacity



QUICK COUPLER SYSTEM

Pressure relieving quick coupler system makes connection of attachments easier



EASE OF USE

Toro patented traction control and integrated hydraulic operation in loader arm control



AUXILIARY PEDAL

User friendly auxiliary pedal on an enlarged operator platform improves ease of engagement



TORO® DINGO® TX 1300

SPECIFICATIONS

DINGO TX 1300 (MODEL 22370)		
ENGINE	Engine	37 HP (27 kW) Yanmar® diesel
	Air Filter	Remote dual element
	Cooling System	Combo downflow radiator and oil cooler, independent fuel cooler
	Fuel Tank	11 gallons (42 liters)
	Oil Capacity	5 quarts (4.7 liters)
HYDRAULIC SYSTEM	Hydraulic Pressure	3,200 PSI
	Hydraulic Flow	Traction: 13.4 gpm (each pump) Auxiliary: 14.3 gpm
	Reservoir Capacity	9.2 gallons (34.8 liters)
TRACKS	Standard	MERT track with "TF" style tread
	Traction	Dual hydrostatic pump
DIMENSIONS	Track Dimensions	126.6" x 9.1" (322 cm x 23 cm)
	Wheelbase	39" (99 cm)
	Ground Clearance	5.9" (15 cm)
	Overall Dimensions (WxLxH) With Bucket	46" x 103.1" x 56.5" (116.8 x 262 x 143.5 cm)
	Overall Dimensions (WxLxH) Without Bucket	46" x 84.9" x 56.5" (116.8 x 215.6 x 143.5 cm)
	Maximum Operating Height	133" (337.8 cm)
	Hinge Pin Height	109.2" (277.4 cm) - extended 89.4" (227 cm) - retracted
	Dump Height	90.7" (230.3 cm) extended 70.9" (180 cm) retracted
	Dump Angle	38-degrees
	Reach - Fully Raised	26.7" (67.8 cm)
	Ground Speed	4.7 mph (7.6 km/h)
	Weight	3,858 lbs (1,750 kg)
	Tip Capacity	3,714 lbs (1,685 kg)
	Rated Operating Capacity (35% of Tip Capacity)*	618 lbs (280 kg) - extended 1,300 lbs (590 kg) - retracted
	Ground Pressure	5.5 PSI

*Per ISO 14397-1

Toro

Landscape and grounds maintenance equipment

#031121-TTC

Maturity Date: 4/30/2025

Website: toro.com/cooperative-contracts



Products & Services

Sourcewell contract 031121-TTC gives access to the following types of goods and services:

- Reel & rotary mowers
- Zero-turn mowers
- Walk-behind lawn mowers
- Yard tools (e.g. trimmers, vacs)
- Utility vehicles (UTV)
- Sand & in-field groomers
- Dingo: compact utility loaders
- Ventrac: compact tractors
- Snow removal equipment
- BOSS snowplows
- Golf, residential, & commercial irrigation
- Sprinklers, sprayers, & drips

[Locate your local dealer or representative](#)



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the Purchase of Additional Services for Brand Development for the Citywide Recruitment Campaign with GrahamSpencer, LLC, in the Amount of \$55,450, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Purchase 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 City embarked on a City-wide recruitment campaign to brand the City as an Employer of Choice in December 2022 and is nearing completion of Phase IV of the project. Upon completion of Phase IV, the City would like to continue to build out the recruitment campaign to include additional concepts and production, as well as an overall media campaign.

In order to do so, additional funding of \$55,450 is being requested. GrahamSpencer is a highly skilled firm with broad category experience and has extensive experience building and maintaining brands, websites, integrated campaigns, and much more for clients in economic development, tourism, municipal and state government, banking and financial management, etc. GrahamSpencer will continue to work closely with Human Resources and Administration throughout the remainder of the project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase additional services with GrahamSpencer, LLC, for \$55,450. This will be paid out of the Human Resources-Other Professional & Technical Services account (10011410-70220). If approved, a transfer of \$55,450 will be processed to move funds from the Snow & Ice Removal-Rock Salt account (10016124-71085) to the Human Resources-Other Professional & Technical Services account (10011410-70220). Stakeholders can locate the Snow & Ice Removal Budget where the budgeted funds will be transferred in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 307.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Nicole Albertson, Human Resources Director

ATTACHMENTS:

[HR 1B GrahamSpencer LSJF](#)

[HR 1C GrahamSpencer 2nd Agreement](#)

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 & #:

Graham Spencer

Amount: \$ 55,450

Date: 02/14/2024

Description of item/service:

Purchase of Additional Services - Brand Development for Citywide Recruitment Campaign

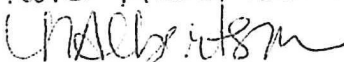
Justification- Explain why this vendor is the only vendor that can perform this work:

The City embarked on a City-wide recruitment campaign to brand the City as an Employer of Choice in December 2022 and is nearing completion of Phase IV of the project. Upon completion of Phase IV, the City would like to continue to build out the recruitment campaign to include additional concept and production, as well as an overall media campaign. In order to do so, additional funding of \$55,450 is being requested.

Graham Spencer is a highly skilled firm with broad category experience and has extensive experience building and maintaining brands, websites, integrated campaigns and much more for clients in economic development, tourism, municipal and state government, banking and financial management, etc. They were selected as part of our overall Recruitment Campaign Project vendor as the result of an RFP conducted in 2023.

Graham Spencer will continue to work closely with Human Resources and Administration throughout the remainder of the 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.

Nicole Albertson


(Name and Signature of Department Head)

2/14/24

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

2/14/2024

Date

**CITY OF BLOOMINGTON AGREEMENT WITH
GRAHAMSPENCER LLC
FOR
RECRUITING CAMPAIGN**

THIS AGREEMENT, dated this ____ day of February, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and GrahamSpencer LLC (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, Statement of Work, attached hereto and incorporated herein. In the event of a direct conflict between the provisions of this Agreement and the Statement of Work, the provisions of this Agreement shall prevail. The services provided are broken down into four (4) phases and the CITY shall provide a written notice to proceed to VENDOR before starting work on each phase.

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

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

Section 4. Billing and Payment. The payment for the services described herein shall not to exceed the estimate provided for each phase in Exhibit A. However, if VENDOR believes that the costs for any phase will exceed the low estimate, the VENDOR must provide notice to the CITY as reasonably practical and obtain approval from the CITY to continue the work within said phase. Payments shall be made to VENDOR in a phased approach, as outlined in Exhibit A and as set forth herein. VENDOR shall provide CITY with an invoice identifying and detailing the work performed/deliverables for each phase, including quantities where applicable, for each service performed.

Section 5. 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 6. Termination for Cause. The CITY or VENDOR may, at any time, terminate this Agreement for its convenience by providing thirty (30) days written notice. In such event where terminated by CITY, VENDOR shall be paid under the terms of this contract for all services provided to the CITY prior to the effective date of termination. In such event where terminated by VENDOR, then VENDOR shall be entitled to payment only for previously authorized and completed phases. In addition, the CITY may immediately terminate this Agreement for cause, with no notice, for any of the following reasons:

- 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 7. 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 8. 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 9. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 10. 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 11. 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 12. 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 13. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. 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 15. 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 16. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

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

Section 17. 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 18. 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 19. 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:

Copy to:

If to CITY:

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

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
Bloomington, IL 61701
legal@cityblm.org

Section 20. 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 B and incorporated herein.

Section 21. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 22. 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 23. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 24. 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 25. 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 26. 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 27. 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 9 and 17 shall survive termination.

Section 28. 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: _____

Founder/Co-Creative Director
Its _____

By: _____

Its _____

**EXHIBIT A
SCOPE OF WORK**

City of Bloomington Recruiting Campaign Next Steps w/ Estimated Costs

BASE CAMPAIGN

Recruiting Campaign Concept & Production

Design Development of Approved Recruitment Logo

– \$650 - \$850 to finalize

Campaign and Message Development:

– Refine, Expand and Develop Overall Recruiting Message for City of Bloomington, Bloomington Fire and Bloomington Police Departments - \$2850 - \$3750

Asset Development (per department - this assumes City, Fire and Police)

– Digital Ads Static Messaging/Layout/Production - \$3750 - \$5750 (5-6 sizes each of three)

– Social Ads Static Messaging/Layout/Production - \$2750 - \$3750 (5-6 sizes each of three)

– Digital Ads - Video or Animated - TBD based on spec

– Social Ads - Video or Animated - TBD based on spec

Total: \$10,000 - \$14,100 static + video or animation costs TBD

Photography

– Estimated: \$750 - \$1,000/day over two to three (+/-) days of shooting

Art direction \$600/day

Travel Costs: TBD

Three days Total: \$4,050 - \$4,800

Campaign Landing Page(s) Design

It is crucial that candidates who click on your recruiting advertising land on a page on your site that seems upbeat, engaging, and familiar. And it should have a bit of content and navigation options the give the visitor the impression the City does indeed seem like a friendly, interesting place to work and have a fulfilling career.

Because we do not know how much design freedom we will be given within your CMS, it is difficult to estimate this effort, so please consider this estimate preliminary. But, including design, production and a bit of written content development these costs could cover three landing pages one each for the City, one for Police and one for Fire. Additional pages for other departments would require additional investment. If you would like us to build the pages, we can provide estimates after investigating the CMS. (We'll need to investigate the templating options and whether we have any coding flexibility within the system.)

Total: \$6,450 - \$8,550 est

Base Campaign Grand Total: \$20,500 - \$27,450

=====

CAMPAIGN MEDIA

Digital & Social Paid Media

To achieve a reasonable level of digital and social media exposure in regional markets with live advertising either monthly or every other month you we should expect to budget \$1,000 - \$2,000 / month at minimum. If you desire to expose your messages to larger population markets such as Chicago or in the Southern U.S., we will need to reevaluate on an as-needed basis.

Total Media Costs: \$12,000 - \$24,000

Advertising Media Planning, Reconciliation and Reporting

I thought you might appreciate knowing how we approach digital advertising reporting metrics. You will have a 24/hrs live, real-time dashboard for digital advertising that reports:

Pacing information:

- o Start / End Date
- o Investment ordered
- o % to budget goal
- o % to delivery goal
- o Average daily spend
- o Average site visits

- Impressions
- Direct Clicks
- Click through rate (CTR)
- Post Click Visits
- Post View Visits
- Total Site Visits
- Site Visit Rate (SVR)
- Performance by Channel (includes CTR and SVR)
- Rate Performance by Channel (includes Cost Per Click (CPC), Cost Per Site Visit (CPSV) and Average CPM)

Also, each couple months you will receive a PPT with additional details that includes creative breakouts, social details (such as likes, shares, engagements) conversion metrics (# of people going to the landing page(s), etc. As each month continues, the more data we can gather, and optimizations occur, we will report on and measure month over month successes. After enough website hits are recorded, we will do additional Website Visitor Persona Analysis. Additionally, if given access to your website we will match up these metrics with Google analytics of site traffic.

Costs for the ongoing management of planning, reconciliation and reporting of campaign performance at TBD based on overall budget. Figure \$3K - \$4K annually.

Total Annual Media Management Costs: \$3,000 - \$4,000 / yr

Low estimate: \$35,500.00
High estimate: \$55,450.00
Difference: \$19,950

RECRUITING CAMPAIGN TOTAL NOT TO EXCEED \$55,450.00



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Change Order for Brand Development for the Current Citywide Recruitment Campaign with GrahamSpencer, LLC, in the Amount of \$10,950, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Change Order be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City contracted with GrahamSpencer, LLC, in early 2023, to embark on building a City-wide recruitment campaign to brand the City as an Employer of Choice. The City is nearing completion of Phase IV of the project. In order to do so, additional funding of \$10,950 is being requested to finalize design development and production. Staff is requesting approval for the change order to PO 20240189.

GrahamSpencer is a highly skilled firm with broad category experience and extensive experience building and maintaining brands, websites, integrated campaigns, and much more for clients in economic development, tourism, municipal and state government, banking and financial management, etc. GrahamSpencer will continue to work closely with Human Resources and Administration throughout the remainder of the project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the change order with GrahamSpencer, LLC, for \$10,950 will be paid out of the Human Resources-Other Professional & Technical Services account (10011410-70220). Although not included in the Original FY 2024 Adopted Budget, budget funds were transferred into the account to cover the cost. If approved, a transfer of \$10,950 will be processed to move funds from the Snow & Ice Removal-Rock Salt account (10016124-71085) to the Human Resources-Other Professional & Technical Services account (10011410-70220). Purchase Order #20240189 will be increased by \$10,950. Stakeholders can locate the Snow & Ice Removal Budget where the budgeted funds will be transferred in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 307.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Nicole Albertson, Human Resources Director

ATTACHMENTS:

[HR 2B Change Order #2 & Invoice](#)

[HR 2C Original Procurement Memo and Change Order #1](#)

[HR 2D Recruiting Campaign Estimate](#)

February 16, 2024

GrahamSpencer LLC
Attn: Jay Graham
333 Locust Street
Rockford, IL 61103

RE: Change Order for Purchase Order 20240189
Citywide Recruiting Campaign
Request to Increase the PO to Pay for Final Phase 4 Invoice

Council approved an agreement of a high end of \$44,250 with GrahamSpencer on March 31, 2023, for the Citywide Recruitment Campaign – Brand Development. On November 22, 2023, we added a Validation Scope of Work on a separate PO #20240376 for \$7,500.

The City contracted with GrahamSpencer in early 2023, to embark on building a City-wide recruitment campaign to brand the City as an Employer of Choice. The City is nearing completion of Phase IV of the project. In order to do so, additional funding of \$10,950 is being requested to finalize design development and production. Staff is requesting approval for the change order to PO 20240189.

This change could not have been reasonably anticipated or foreseeable at the time the contract was signed, the change is germane to the original contract as signed, the change is in the best interest of the City of Bloomington and authorized by law.

There are funds available in the Human Resources-Other Professional & Technical Services account (10011410-70220).

 2/19/2024
Nicole Albertson
Human Resources Director

Date Signed


Feb 19, 2024
Jay Graham
GrahamSpencer

Date Signed

Tim Gleason
City Manager

Date Signed

City of Bloomington Illinois
115 E. Washington Street
Bloomington, IL 61701

Invoice



GrahamSpencer
333 Locust Street
Rockford, IL 61103
USA

Invoice # INV-4049
Invoice Date 12/20/2023
Due Date 1/19/2024
Terms Net 30

Project 23-BLOOM-0008 - Bloomington Recruiting Brand and Campaign GSearch
Account Manager Karla Clark

Bloomington Recruiting Brand and Campaign GSearch	\$10,950.00
Phase 4- initial branded recruiting campaign design development & production	

Invoice Total	\$10,950.00
Amount Due	\$10,950.00

-1.5% Interest Charged On All Invoices Over 30 Days

-In the event GrahamSpencer is required to file suit to enforce any terms of this invoice, or to collect any amounts due and unpaid, and if GrahamSpencer substantially prevails in any such suit, in addition to any damages or equitable relief to which it may be entitled, GrahamSpencer shall be entitled to an award of its reasonable attorneys' fees incurred in the bringing of suit.



*Legal Department
Procurement Division*

DATE: January 23, 2024
TO: Tim Gleason, City Manager
FROM: Carla Murillo, Procurement Manager
RE: HR Citywide Recruitment Campaign – Brand Development – PO 20240189 –
GrahamSpencer (#5712)

Council approved an agreement (see attached) of a high end of \$44,250 with GrahamSpencer on March 31, 2023, for the Citywide Recruitment Campaign – Brand Development. On November 22, 2023, we added a Validation Scope of Work on a separate PO #20240376 for \$7,500.

For Phase 3, we were invoiced \$13,400 – Branded Campaign Creative Concept Development and Design. This exceeds the original PO #20240189 for \$44,250 by \$296.66. HR requests the approval of a change order to pay this invoice.

HR has discussed this project with the City Manager, and we are going to go to Council to complete the Phase 4 – final Design Development and Production.

There are funds available in the Capital Asphalt Street Construction Improvement account (10011410-70220).

City Code allows for the City Manager to approve change orders that are less than \$5,000.

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

Tim Gleason
City Manager

1/23/2024 | 1:40 PM CST

GrahamSpencer
brand + content solutions

GRAHAMSPENCER.COM
P 815-397-4949

City of Bloomington Illinois
115 E. Washington Street
Bloomington, IL 61701



Invoice

GrahamSpencer
333 Locust Street
Rockford, IL 61103
USA

Invoice # INV-4032
Invoice Date 11/13/2023
Due Date 12/13/2023
Terms Net 30

Project 23-BLOOM-0036 - Bloomington Recruitment Campaign Creative Concepting
Account Manager Karla Clark

Bloomington Recruitment Campaign Creative Concepting - Phase 3 \$13,400.00
Gsearch Branded Campaign Creative Concept Development and Design

Invoice Total	\$13,400.00
Amount Due	\$13,400.00

-1.5% Interest Charged On All Invoices Over 30 Days
-In the event GrahamSpencer is required to file suit to enforce any terms of this invoice, or to collect any amounts due and unpaid, and if GrahamSpencer substantially prevails in any such suit, in addition to any damages or equitable relief to which it may be entitled, GrahamSpencer shall be entitled to an award of its reasonable attorneys' fees incurred in the bringing of suit.



ITEM NO.

PROCUREMENT MEMO

Date: March 31, 2023

Department Issuing Procurement Memo: the Human Resources Department

SUBJECT: Brand Development for Citywide Recruitment: RFP #2023-13

RECOMMENDED MOTION:

The Agreement be approved.

Bid/RFP/RFO/Cooperative Procurement Number: Brand Development for Citywide Recruitment: #2023-13

Procurement Method: RFP

BACKGROUND: The City issued RFP #2023-13 - Citywide Recruiting Campaign and received five (5) proposals on 12/8/2022. The Evaluation Team interviewed three firms, INDIRAP, Business Builders Marketing, and GrahamSpencer. Business Builders Marketing was the only local firm. The Evaluation Team chose GrahamSpencer based on the Phase II evaluation criteria.

- Quality of Presentation (10%)
- Qualifications & Experience of Firm & Proposed Team Personnel (45%)
- Project Methodology & Approach (25%)
- Available Resources (15%)
- Demonstrated Familiarity & Understanding of Who the City of Bloomington is as an Employer (5%)

The Team felt that GrahamSpencer is the most qualified to provide the City with a recruiting campaign that will make the City the employer of choice.

GrahamSpencer is highly skilled, with broad category experience and has extensive experience building and maintaining brands, websites, integrated campaigns and much more for clients in economic development, tourism, municipal and state government, banking and financial management, manufacturing, consumer goods, air travel & cargo, education, technology, outdoor/sports recreation, consumer-lifestyle, retail, food & beverage, entertainment as well as many non-profit and issues-based organizations and causes. Their client roster is incredibly diverse with representation from small start-ups to massive international companies. Disciplines of concentrated focus at GrahamSpencer include brand research and strategy, brand design and development, responsive website design and development, multichannel communications, digital advertising, SEO/SEM, video storytelling and production, public/media relations, exhibition design, media planning/purchasing and more.

GrahamSpencer will work in conjunction with Human Resources and Administration throughout the project at each phase. The negotiated agreement has a low estimate and high estimate for each phase. The City will have the sole right to allow GrahamSpencer to exceed the lower estimate of each phase if they feel the scope of work needed will benefit from the higher estimate.

PHASE 1: GSearch Discovery/Primary & Secondary Research/Brand Audits
Total Estimated Cost: Low - \$8,500 High - \$10,950

PHASE 2: GSearch Analysis, Recruitment Brand Positioning Study
Total Estimated Cost: Low - \$5,500 High - \$8,950

PHASE 3: GSearch Branded Campaign Creative Concept Development and Design
Total Estimated Cost: Low - \$10,400 High - \$13,400

PHASE 4: INITIAL Branded Recruiting Campaign Design Development & Production
Total Estimated Cost: Low - \$7,950 High - \$10,950

TOTAL ESTIMATED COSTS:
Low Total Estimated Cost - \$32,350
High Total Estimated Cost - \$44,250

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: RFP was advertised in the Pantagraph on 11/21/2022 and posted on the City's eProcurement platform, OpenGov.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Brand Development for Citywide Recruitment for a total not to exceed \$44,250. If approved, this will be paid out of the Human Resources-Other Professional & Technical Services account (10011410-70220). If the memo is approved, a budget transfer to move move \$44,250 from Fire-Insurance Write-Off account (10015210-79155) to the Human Resources-Other Professional & Technical Services account (10011410-70220).

COMMUNITY DEVELOPMENT IMPACT: Procurement will target markets throughout the city, state, region, national, and international territories to assist with the recruitment of highly qualified individuals to support the community..

Respectfully submitted for Procurement consideration.

Prepared by: Jenny Smith, Recruiter

ATTACHMENTS:
[RFP #2023-13 Agreement GrahamSpencer Citywide Recruiting Campaign.pdf](#)



Tim Gleason, City Manager

8/3/2023 | 1:55 PM CDT

**CITY OF BLOOMINGTON AGREEMENT WITH
GRAHAMSPENCER LLC
FOR
BRAND DEVELOPMENT FOR CITYWIDE RECRUITMENT**

THIS AGREEMENT, dated this ____ day of March, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and GrahamSpencer LLC (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, Statement of Work, attached hereto and incorporated herein. In the event of a direct conflict between the provisions of this Agreement and the Statement of Work, the provisions of this Agreement shall prevail. The services provided are broken down into four (4) phases and the CITY shall provide a written notice to proceed to VENDOR before starting work on each phase.

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

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

RFP #2023-13 Brand Development for Citywide Recruitment (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. Billing and Payment. The payment for the services described herein shall not to exceed the estimate provided for each phase in Exhibit A. However, if VENDOR believes that the costs for any phase will exceed the low estimate, the VENDOR must provide notice to the CITY as reasonably practical and obtain approval from the CITY to continue the work within said phase. Payments shall be made to VENDOR in a phased approach, as outlined in Exhibit A and as set forth herein. VENDOR shall provide CITY with an invoice identifying and detailing the work performed/deliverables for each phase, including quantities where applicable, for each service performed

Section 5. 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 6. Termination for Cause. The CITY or VENDOR may, at any time, terminate this Agreement for its convenience by providing thirty (30) days written notice. In such event where terminated by

CITY, VENDOR shall be paid under the terms of this contract for all services provided to the CITY prior to the effective date of termination. In such event where terminated by VENDOR, then VENDOR shall be entitled to payment only for previously authorized and completed phases. In addition, the CITY may immediately terminate this Agreement for cause, with no notice, for any of the following reasons:

- 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 7. 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 8. 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 9. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 10. 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 11. 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 12. 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 13. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. 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 15. 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 16. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

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

Section 17. 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 18. 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 19. 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:

Copy to:

If to CITY:

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

Copy to:
 City of Bloomington
 Attn: Legal Department
 115 E. Washington St., Suite 103
 Bloomington, IL 61701
legal@cityblm.org

Section 20. 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 B and incorporated herein.

Section 21. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 22. 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 23. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 24. 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 25. 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).

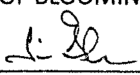
Section 26. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 27. 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 9 and 17 shall survive termination.

Section 28. 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 8/3/2023 | 1:55 PM CDT

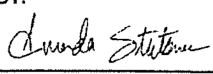
VENDOR

By: 

Its Founder / Co-Creative Director



ATTEST:

By: 

Its City Clerk 8/4/2023 | 9:07 AM CDT

By: 

Its Business Manager



Legal Department
Procurement Division

DATE: November 22, 2023
TO: Tim Gleason, City Manager
FROM: Carla Murillo, Procurement Manager
RE: Human Resources Citywide Recruitment Graham Spencer Validation Research Scope of Work

The HR Department had a discussion with you about agreeing to the Validation Research proposal to survey other individuals for perception of possible City logos. This would be an additional cost of \$6,500 - \$7,500. Your signature concurs with this added scope of work that will be done on a separate purchase order for the \$7,500.

There are funds available in the Administration - ^{HR} City Council Expenses account (1001) ^{Other Professional Services} 70220).

A handwritten signature in black ink, appearing to read 'Tim Gleason'.

Tim Gleason
City Manager

11/22/2023 | 3:08 PM CST

11/22/23, 2:03 PM

Mail - Carla Murillo - Outlook



From: Jay Graham <jgraham@grahamspencer.com>
Sent: Friday, October 13, 2023 9:35 AM
To: Nicole Albertson <nalbertson@cityblm.org>
Cc: Scott Spencer <sspencer@grahamspencer.com>; Alex Rysdon-Moulitsas <amoulitsas@grahamspencer.com>
Subject: Validation Research Scope/Estimate

Hi, Nicole,

Here's the text from the December SOW defining and estimating Validation Research. I tweaked the language (not the numbers) slightly given what we presented and discussed yesterday. I'm around pretty much all day today except for 12:00 - 2:00 if you'd like to chat. Thank you!

Cheers,

Jay



Jay Graham / Founder / Co-Creative Director

GrahamSpencer Brand + Content Solutions

815-218-4949 / Rockford Office / [web](http://www.grahamspencer.com)

OPTIONAL: Brand Identity Validation Research

Brand Identity Validation Research, which would be conducted between Brand Identity Design (Phase 3) and Finalization (Phase 4), helps assure ours and our client teams do not make subjectively based decisions when selecting key creative elements such as logos, which are intended to have a life span from 10 - 20 years at minimum. Validation Research assures the choices made are more likely to resonate with more people and be more successful in the long run.

Our process will be to return to a select members of the original set of *GSearch* respondents with a selection of city brand identity, tagline and advertising options jointly chosen by GS and the City of Bloomington. In a scripted, structured, in-depth interview environment (similar to that explained 11/12), we will show stakeholders the creative outcomes their earlier participation helped inform and collect their impressions. We then analyze and compile the outcomes and craft final recommendations for the City of Bloomington.

Normally, we show only logos during the Validation phase of identity validation research, but in this case, we recommend creating a more robust set of visual "stimulus material" to include advertising applications as presented 11/12. As noted 11/12, Validation Research helps solidify the positive impact of your team members having been involved in the first phase of *GSearch*; they will readily see the influence they had on the strategic and creative processes and be more likely to embrace the final solutions.

The *GSearch* Validation process includes:

City of Bloomington Recruiting Campaign Next Steps w/ Estimated Costs

BASE CAMPAIGN

Recruiting Campaign Concept & Production

Design Development of Approved Recruitment Logo

– \$650 - \$850 to finalize

Campaign and Message Development:

– Refine, Expand and Develop Overall Recruiting Message for City of Bloomington, Bloomington Fire and Bloomington Police Departments - \$2850 - \$3750

Asset Development (per department - this assumes City, Fire and Police)

– Digital Ads Static Messaging/Layout/Production - \$3750 - \$5750 (5-6 sizes each of three)

– Social Ads Static Messaging/Layout/Production - \$2750 - \$3750 (5-6 sizes each of three)

– Digital Ads - Video or Animated - TBD based on spec

– Social Ads - Video or Animated - TBD based on spec

Total: \$10,000 - \$14,100 static + video or animation costs TBD

Photography

– Estimated: \$750 - \$1,000/day over two to three (+/-) days of shooting

Art direction \$600/day

Travel Costs: TBD

Three days Total: \$4,050 - \$4,800

Campaign Landing Page(s) Design

It is crucial that candidates who click on your recruiting advertising land on a page on your site that seems upbeat, engaging and familiar. And it should have a bit of content and navigation options that give the visitor the impression the City does indeed seem like a friendly, interesting place to work and have a fulfilling career.

Because we do not know how much design freedom we will be given within your CMS, it is difficult to estimate this effort, so please consider this estimate preliminary. But, including design, production and a bit of written content development these costs could cover three landing pages one each for the City, one for Police and one for Fire.

Additional pages for other departments would require additional investment. If you would like us to build the pages, we can provide estimates after investigating the CMS. (We'll need to investigate the templating options and whether we have any coding flexibility within the system.)

Total: \$6,450 - \$8,550 est

Base Campaign Grand Total: \$20,500 - \$27,450

=====

CAMPAIGN MEDIA

Digital & Social Paid Media

To achieve a reasonable level of digital and social media exposure in regional markets with live advertising either monthly or every other month you we should expect to budget \$1,000 - \$2,000 / month at minimum. If you desire to expose your messages to larger population markets such as Chicago or in the Southern U.S., we will need to reevaluate on an as-needed basis.

Total Media Costs: \$12,000 - \$24,000

Advertising Media Planning, Reconciliation and Reporting

I thought you might appreciate knowing how we approach digital advertising reporting metrics. You will have a 24/hrs live, real-time dashboard for digital advertising that reports:

Pacing information:

- Start / End Date
 - Investment ordered
 - % to budget goal
 - % to delivery goal
 - Average daily spend
 - Average site visits
-
- Impressions
 - Direct Clicks
 - Click through rate (CTR)
 - Post Click Visits
 - Post View Visits
 - Total Site Visits

- Site Visit Rate (SVR)
- Performance by Channel (includes CTR and SVR)
- Rate Performance by Channel (includes Cost Per Click (CPC), Cost Per Site Visit (CPSV) and Average CPM)

Also each couple months you will receive a PPT with additional details that includes creative breakouts, social details (such as likes, shares, engagements) conversion metrics (# of people going to the landing page(s), etc. As each month continues, the more data we can gather, and optimizations occur, we will report on and measure month over month successes. After enough website hits are recorded we will do additional Website Visitor Persona Analysis. Additionally, if given access to your website we will match up these metrics with Google analytics of site traffic

Costs for the ongoing management of planning, reconciliation and reporting of campaign performance at TBD based on overall budget. Figure \$3K - \$4K annually.

Total Annual Media Management Costs: \$3,000 - \$4,000 / yr

=====

VIDEO

Showcase HR Video

– A high quality HR showcase video would have broad applications but the immediate uses would be on the website recruiting landing pages as well as your Home Page. The video should have a shelf-life of several years. GS might also be able to use footage from the video to create video-driven recruiting advertising.

When I say “showcase” video, this is an example of what I mean for Rockford, IL in a project called [In Good Company](#). This project was made quite a few years ago and has held up nicely. One advantage we had in making this video is that fact that we had shot quite a lot of very high quality footage over the years. So, while the majority of the footage you see in this video was shot for this particular video, we were able to dip back into our archives for useful footage of the same quality to fill a few gaps.

Another approach could be documentarian in nature. Here is a recent example of such an approach for [Visit Kankakee County](#).

Of course, wintertime is not the best time to begin and finish a project like this, but there are some scenes that we absolutely could record during winter, such as Christmas lights, seasonal events and perhaps certain public works activities as well as interior scenes. Lots of logistics to consider, discuss and plan.

Video production

Pre-production / creative / script-writing
Conceptualization, treatment writing
\$3,550 - \$4,550

Production Planning/Logistics
\$2,850 - \$3,550

Production
Shoot b-roll on location in Bloomington, interviews if spec'd, two - three Days estimated
\$5,500 - \$8,500
Production Direction: \$2,450 - \$3,450
Production Crew (second camera/assistant): \$1,800 based on scope, and day numbers
Equipment Rental: \$1,200 based on specific needs
Travel Costs: TBD

Post-production
Logging footage, cutting and editing footage through preliminary and final edits,
recording and directing VO, motion graphics, audio finishing, color grading, etc
\$5,400 - \$7,500
Post Production Direction: \$1,200 - \$1,800
Music & VO Expenses): TBD based on spec's (approx costs likely \$950 - \$1,250)

Showcase Video Total: \$24,900 - \$33,600 + travel

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CAMPAIGN COLLATERAL

Unique City of Bloomington "Thinkpad" Brochure

– Unique City of Bloomington "brochure." GrahamSpencer recommends creating a special CoB "brochure" that is keepsake-worthy. This can have many applications beyond use in recruiting. They can be handy items for elected officials as well as CoB professional leaders to provide to prospective business partners, visiting officials from other government units, State and Federal officials, etc.

We could make you a proprietary GrahamSpencer Thinkpad, which is half journal, half useful information. We began making Thinkpads exclusively for ourselves, but at some clients' requests, we made them for client needs, as well. You can see Thinkpads in action at the following links:

<https://grahamspencer.com/gs-thinkpads/>

<https://grahamspencer.com/racvb-bring-game-2-rockford-campaign/>

<https://grahamspencer.com/helm-group-strength-unity-through-strategic-re-branding/>

Creative, Design, Writing, Art Direction: \$7,550 - \$9,750

Production including copywriting, digital key lining, print supervision, etc: TBD

Travel TBD

Photography TBD (may be covered in budget mentioned above)

Printing TBD

Total Bloomington Thinkpad: \$7,550 - \$9,750 + TBD

=====

Campaign Management

There will be significant moving parts in your annual campaigning. Managing them will require a small annual budget investment.

Total: \$3,550 - \$5,500 est

=====



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: Ward 3

SUBJECT: Consideration and Action on Approving an Agreement with J Spencer Construction, LLC, for the Fire Station #3 Kitchen Remodel (Bid #2024-22), in the Amount of \$88,500, as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Fire Station #3, located at 2301 E. Empire St., was constructed in 1975. The station is occupied 24 hours a day by a crew of five personnel. The current kitchen is original to the building with no major remodeling work having been completed on the kitchen and dining room area. The countertops and cabinets are worn out through over 40 years of daily use. Prior studies by Faithful+Gould and Five Bugles Design have indicated that refurbishment of the kitchen and dining room areas is needed.

In addition to the remodel work, there is known asbestos in the kitchen and dining room area as noted in a report completed by Ideal Environmental Engineering. Specifically, there is asbestos within the flooring system of the dining room and within the kitchen backsplash and under sink insulation. The asbestos abatement will also be addressed as part of this re-model work.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Tuesday, December 5, 2024. Five bids were opened, and they are listed below with their total bid amount:

- J Spencer Construction - \$88,500
- Tiles in Style - \$95,786
- D Joseph Construction - \$119,500
- Zobrist Construction - \$119,800
- AFE Construction - \$140,000

J Spencer Construction, LLC, submitted the lowest bid at \$88,500 to complete the asbestos abatement within the construction areas and to complete the re-model work as outlined in the scope of work. Staff recommends that the lowest bid be accepted to complete the asbestos abatement and kitchen remodel project. J Spencer Construction, LLC, is a local firm.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on November 6, 2023.

FINANCIAL IMPACT: If approved, the City will enter into an Agreement with J Spencer Construction, LLC, for the Fire Station #3 Kitchen Remodel (Bid #2024-22), in the amount of \$88,500. Although not included in the FY 2024 Budget, sufficient budgeted funds are available in the Capital Improvement Fund for projects not being completed and re-budgeted to cover this cost in FY 2024. This will be paid from the Capital Improvement-Buildings account (40100100-72520). Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on page 79.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Goal UEW-1 (Provide quality public infrastructure within the city to protect public health, safety, and the environment), Objective UEW - 1.1 (Maintain the existing City-operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs)

Respectfully submitted for consideration.

Prepared by: Mike Hartwig, Battalion Chief

ATTACHMENTS:

[FIRE 2B Agreement](#)

[Fire 2C Bid #2024-22 Bid Tabulation](#)

CITY OF BLOOMINGTON AGREEMENT WITH
J Spencer Construction LLC

FOR
Fire Station #3 Kitchen Remodel

THIS AGREEMENT, dated this ____ day of _____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and J Spencer Construction LLC. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid #2024-22 Fire Station #3 Kitchen Remodel (hereinafter "REQUEST").

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

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

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

If to VENDOR:

J Spencer Construction LLC.
2028 Warehouse Rd.
Normal, IL 61761

jsc@

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: Doug Spencer
Its Chief Executive Manager

By: _____
Its _____

EXHIBIT A

DESCRIPTION OF SERVICES/WORK PROVIDED

Fire Station #3 Kitchen Remodel - Bid #2024-22

Scope of Work

The City of Bloomington Fire Department is offering an invitation to bid to general contractors on a kitchen remodel for #3 Fire Station at 2301 E. Empire. The station is staffed 24 hours a day by five (5) fire department personnel. All materials used within the project shall be able to withstand heavy daily use and provide long-lasting durability with low maintenance. The work included in the project shall consist of furnishing all labor, materials, equipment, and all other incidentals to complete the project to the attached specifications as well as paying prevailing wages.

All materials furnished and installed shall be guaranteed for a period of not less than one (1) year against any and all defects in material, workmanship, and installation from the date of completion. For all services included in the specifications, contractor will be 100% responsible for compliance with all relevant codes including the American Disabilities Act (ADA). This includes the necessary permits through the City of Bloomington.

Fire Station #3, where the work will be completed, has direct access to secured airport property. Individuals representing the contracted company such as the project superintendent, contractor and/or foreman will need to complete the Central Illinois Regional Airport (CIRA) security process to obtain a badge for escort purposes. A badged individual shall be on site anytime work is being completed on the project.

Completion Date - The project shall be completed within 6 weeks of being started. All work shall be completed by July 31, 2024. The completion date may be extended at the sole discretion of the City Manager. The contractor shall request the extension in writing at least 15 days prior to the completion date and provide an explanation why the extension is necessary.

Specifications

1. Removal and disposal of all existing materials.
2. Asbestos Abatement Attachment B is the asbestos inspection report completed by Ideal Environmental Engineering, Inc. All asbestos containing materials found within the construction area as outlined in the report will need to be professionally and properly removed and disposed of by a properly trained and licensed asbestos abatement company. A copy of the abatement scope of work shall be supplied to the City of Bloomington and CIRA.
3. Appliances the existing appliances (stove, refrigerator, and water filtration system) shall be moved to facilitate the projects work and shall be properly re-installed upon completion. The ice maker will be removed and not re-installed. Water lines to the ice maker and dishwasher will need to be removed and capped.
4. All materials necessary for the project will be supplied by the contractor.
5. All necessary electrical and plumbing work based on the projects design will be included.
6. Cabinets Replace existing base and upper cabinets with new cabinets. Additional base cabinets will need to be included to occupy the existing spaces of the dishwasher and ice maker. Cabinets shall be all wood construction. All door hinges and drawer slides shall be soft close. Cabinet hardware shall be determined in the design phase.
7. Countertop Replace existing countertops with new solid surface countertops. Dispose of existing countertops.
8. Back splash Removal and disposal of existing tile back splash. The design shall include a back splash. This shall be a solid surface material like the countertop or tile and will extend to the bottom of the upper cabinets.
9. Sink The sink shall be of a solid surface and be under counter mounted. A new garbage disposal shall be provided and installed. Provide new plumbing as applicable for the sink, garbage disposal and water filtration system.
10. Faucet A new replacement faucet will be installed as part of the project. Type and style shall be determined in the design phase. The existing water filtration system shall be reinstalled.
11. Installation of a hood exhaust system that will extend to cover the existing cooking area.
12. All necessary framing, drywall, patching, and painting. All painting shall include no less than two (2) coats of paint. Painting shall include wall and ceiling surfaces within the kitchen and dining room area. Samples of the paint color and finish shall be provided for approval.
13. Flooring Remove, dispose of, and replace all existing flooring within the kitchen and dining room. Flooring samples shall be provided for approval. The flooring shall be very durable and hold up to commercial style traffic. Estimated square footage is roughly 375 square feet.
14. Lighting Remove and dispose of existing lighting. Replacement lighting shall be identified and installed during the design phase of the project. Lighting shall be LED. This shall include overhead lighting and under cabinet lighting.
15. Window Blinds New window blinds shall be supplied and installed along the east windows of the dining room. Type and style shall be determined in the design phase.
16. Work shall be completed between the hours of 7:00 a.m. and 6:00 p.m. (CST), Monday through Friday. Once completed with the day's work, the area shall be cleaned up, waste material removed, and the area tidied for those living within the facility.
17. Contractors are not allowed outside of the Fire Station #3 within the fenced area of the airport.

EXHIBIT B
COSTS/FEES

EVALUATION TABULATION

ITB No. Bid #2024-22

Fire Station #3 Kitchen Remodel

RESPONSE DEADLINE: December 5, 2023 at 10:00 am

Report Generated: Thursday, February 1, 2024

SELECTED VENDOR TOTALS

J Spencer Construction LLC\$88,500.00

BID #2024-22 FIRE STATION #3 KITCHEN REMODEL

Base bid will be inclusive of all work and requirements listed in the specifications. Bid proposal will be valid for 60 days following the bid opening. Prevailing wages are required.



EVALUATION TABULATION

ITB No. Bid #2024-22

Fire Station #3 Kitchen Remodel

RESPONSE DEADLINE: December 5, 2023 at 10:00 am

Report Generated: Friday, February 16, 2024

SELECTED VENDOR TOTALS

Vendor	Total
J Spencer Construction LLC	\$88,500.00
Tiles in Style, LLC	\$95,786.00
D Joseph Construction Co	\$119,500.00
Zobrist Construction	\$119,800.00
AFE Construction, LLC	\$140,000.00

BID #2024-22 FIRE STATION #3 KITCHEN REMODEL

Base bid will be inclusive of all work and requirements listed in the specifications. Bid proposal will be valid for 60 days following the bid opening. Prevailing wages are required.



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on (1) a Supplemental Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$472,431; (2) a Preliminary/Construction Engineering Services Agreement Supplement for Motor Fuel Tax (MFT) Funds, in the Amount Not to Exceed \$451,681 with Alfred Benesch & Company; and (3) a Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with Mathewson Land Services, Inc., for Land Acquisition Services for the Fox Creek Road & Bridge Improvements Project, in the Amount Not to Exceed \$20,750, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Supplemental Resolution, Agreement Supplement, and 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 commit MFT funding to pay for a proposed supplement to the Professional Services Contract with Alfred Benesch & Company ("Benesch") and a separate agreement with Mathewson Land Services, Inc. ("Mathewson"). Approving to waive the formal bidding process allows a separate agreement with Mathewson, for the Fox Creek Road & Bridge Improvements project to avoid a conflict of interest for the business. The City has been understaffed in recent years, and progress with land acquisition and finalizing the design slowed significantly. However, the project has a renewed focus with plans to complete the design by the end of 2024 and begin construction in 2025. More information about this project is available on the [Fox Creek Road & Bridge Improvements project webpage](#).

The proposed supplement and separate agreement include design scope changes and land acquisition coordination. The design scope changes include a supplemental topographic survey for areas that have changed since the beginning of the project, civil plan changes based on updated drainage data, updated structural plans to include a retaining wall, and updates to the environmental coordination.

Land acquisition coordination has been ongoing, and City staff have been reaching out to property owners in the project area. Based on these discussions, there is a need for a retaining wall and structural updates to the plans. The majority of the land acquisition services needed for this project are included in the proposed supplement. The work will be

performed by Mathewson as a sub-consultant in coordination with City staff. The proposed separate agreement with Mathewson is included so that they can perform land acquisition services outside of the agreement with Benesch for property owned by Union Pacific Railroad ("UP"). Benesch currently works with the UP on other projects, and the separate agreement will allow City staff to coordinate directly with Mathewson and the UP to avoid any potential conflicts of interest. Additional details on the fee and scope changes and land acquisition for this project can be found in the attached documents.

Council approved the original agreement with Benesch on March 10, 2014, in the amount of \$477,504.35. On June 24, 2020, Council approved a Supplemental Resolution for Improvement Under the Illinois Highway Code for Preliminary/Construction Engineering Services that modified the agreement to \$175,000, bringing the total cost of design to \$652,504.35. With the proposed changes, the total cost of design would be \$1,124,935.35, including the \$472,431 supplement. The total design amount is near the industry standard of 10% of the current estimated construction costs for study and design of such a project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a Supplemental Resolution for Improvement Under the Illinois Highway Code, in the amount not to exceed \$472,431; (2) a Preliminary/Construction Engineering Services Agreement Supplement for Motor Fuel Tax (MFT) Funds, in the amount not to exceed \$451,681 with Alfred Benesch & Company; and (3) a Resolution Waiving the Formal Bidding Requirements and Approving an Agreement with Matthewson Land Services, Inc., for Land Acquisition Services for the Fox Creek Road & Bridge Improvements Project, in the amount not to exceed \$20,750 will be executed.

These will be two separate purchase orders, one for Alfred Benesch & Company in the amount of \$451,681 and the other with Matthewson Land Services Inc. for \$20,750. This will be paid out of the Motor Fuel Tax-Architectural Services for Capital account (20300300-70051). Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 227, 232, 233, and 234.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), Objective TAQ-1.4. (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network)

Respectfully submitted for consideration.

Prepared by: Brock Sutton, Engineer

ATTACHMENTS:

DOES 1B IDOT Resolution
DOES 1C IDOT Agreement Benesch Supplement 2
DOES 1D Resolution
DOES 1E City Agreement Mathewson Land Services
DOES 1F Project Map



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

06-00337-00-BR

BE IT RESOLVED, by the **Council**

Governing Body Type

of the **City**

Local Public Agency Type

of **Bloomington**

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by **Contract**

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Fox Creek Road	0.47	FAU 6429	Danbury Drive	Beich Road

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Fox Creek Road	057-3420	FAU 6429	Sta. 139+93.48	UPRR

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Supplemental Phase II design services and corresponding work for the Fox Creek Road and Bridge Improvements.

2. That there is hereby appropriated the sum of **Four-hundred seventy-two thousand four hundred thirty one and 00/100**

Dollars (**\$472,431.00**) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, **Leslie Yocum**

Name of Clerk

City

Local Public Agency Type

Clerk in and for said **City**

Local Public Agency Type

of **Bloomington**

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of **Bloomington**

Name of Local Public Agency

at a meeting held on **February 26, 2024**

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date

Department of Transportation



Using Federal Funds? ☐ Yes ☒ No	Agreement For MFT PE	Agreement Type Supplement	Number 2
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LOCAL PUBLIC AGENCY

Local Public Agency Bloomington	County McLean	Section Number 06-00337-00-BR	Job Number
Project Number	Contact Name	Phone Number	Email

SECTION PROVISIONS

Local Street/Road Name Fox Creek Road	Key Route FAU 6429	Length 0.47 Mile	Structure Number 057-6343
Location Termini Danbury Drive to Beich Road			Add Location Remove Location

Project Description

This project consists of the upgrade or reconstruction of an existing two-lane bridge over the UPRR with a new four-lane facility, which will include sidewalk on the south side and a bike trail on the north side, as well as the widening and reconstruction of the roadway.

Engineering Funding	☒ MFT/TBP ☐ State ☒ Other	Local
Anticipated Construction Funding	☐ Federal ☒ MFT/TBP ☐ State ☒ Other	Local & Grade Protection Crossing Funds

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Benesch	Contact Name Andrew Keaschall	Phone Number (312) 565-0450	Email akeaschall@benesch.com
Address 35 W. Wacker Drive, Ste 3300	City Chicago	State IL	Zip Code 60601

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department 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.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Benesch	36-2407363	\$232,931.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Mathewson Land Services, Inc.	85-4092178	\$213,750.00
Midwest Engineering and Testing, Inc.	27-0764228	\$5,000.00
Subconsultant Total		\$218,750.00
Prime Consultant Total		\$232,931.00
Total for all work		\$451,681.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
Bloomington

By (Signature & Date)

By (Signature & Date)

--

--

Local Public Agency
Bloomington

Local Public Agency Type
City

 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Benesch

By (Signature & Date)

By (Signature & Date)

	2/12/2024
---	-----------

	2/9/2024
---	----------

Title

Vice President

Title

Senior Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Benesch	McLean	06-00337-00-BR

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Please see Exhibit A

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Benesch	McLean	06-00337-00-BR

EXHIBIT B
PROJECT SCHEDULE

Phase II design is scheduled to be completed in 2024 with intent to construct in 2025/2026.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bloomington	Benesch	McLean	06-00337-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
	Project Criteria	Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☐
15	Existing relationship used in lieu of QBS process?	☐	☐
16	LPA is a home rule community (Exempt from QBS).	☐	☐

DETAILED SCOPE OF WORK FOR SUPPLEMENT 2

Phase II Engineering for Fox Creek Road – Danbury Dr to Beich Rd (Also Includes Phase III Support Services)

City of Bloomington

The supplemental scope of work includes Phase II engineering for the revision of grading and addition of a retaining wall located on the north side of Fox Creek Road, from the UPRR to the Bellas Landscaping driveway. This work also includes the property acquisition services for the identified parcels along Fox Creek Road including the temporary and proposed easements on the UPRR property.

The following tasks are included to complete this work:

1.0 Topographic Survey

This includes a supplemental topo survey on the Bellas Landscaping property and the Town and Country Kennel Club property.

2.0 Property Survey

This task covers a field walk to confirm that no other topo has changed since 2020. With discussions with the City, there haven't been changes other than to the 2 properties mentioned in Item 1.0.

Hours have been added to this supplement to confirm topo along the corridor for design purposes and for preparing updates to the remaining parcel plats.

7.0 Civil Plans

With a new retaining wall to be designed along the north side of Fox Creek Road between the UPRR and the Bellas Landscaping driveway, the following civil plans will be revised for this addition to the project:

- 7.1 – Roadway Plans – The City desires to keep the retaining wall height less than 7'. In doing so, the additional IDOT TS&L process would not be needed. Time has been added to investigate possible geometric modifications to minimize wall height. Regardless of wall height, the roadway plan, typical section, and cross sections need to be revised. In addition, earthwork quantities and the cost estimate will be updated. Also, the 2024 IDOT Highway Standards and Special Provisions will be assessed to determine if additional changes are needed to any design elements. If there are changes due to updated standards and special provisions, the time and scope to revise affected items is not included in this supplement.
- 7.2 – Drainage and Utility Plans – Since the 2020 prefinal submittal, the rainfall intensity data used for stormwater calculations has been updated. Bulletin 75 has now replaced Bulletin 70 data. Drainage calculations, drainage plans and profiles, quantity calculations and drainage schedules need to be revised for the current rainfall data. Using the current data has been resulting in 15-20% additional drainage structures compared to the outdated data. With the addition of the retaining wall as mentioned in supplement description, the proposed watermain in the vicinity of the proposed wall will need to be evaluated. Depending on wall type, the proposed watermain alignment may need to be revised in the vicinity of the retaining wall.
- 7.4 – Staging and Traffic Control – Additional plans and/or revisions due to the additional retaining wall.

- 7.6 – Traffic Signals – Per City direction, a new handhole and new signal connections are to be included in this contract.
- Time was added to review and revise the plans for the City comments received from the November 2020 submittal.

8.0 Structural Plans

This proposed supplemental scope of work includes preliminary and final design for the addition of a new retaining wall in front of Bellas Landscaping, developed in accordance with IDOT procedures. The proposed wall is anticipated to be a fill-type retaining wall approximately 150' in length. The maximum retained height is estimated to be 10'. A portion of the wall will be immediately adjacent to the fence line around the Bellas Landscaping parking lot area.

For the purposes of estimating the level of effort to complete this supplemental wall work, it has been assumed that the proposed wall will be an extension of the already proposed MSE wraparound bridge abutment/wingwall and not an independent wall. Additional effort will be required that is not included herein for both preliminary and final design if an independent and/or alternate wall type is preferred by the City or required by further design development.

Preliminary Design

This scope includes verification of the preferred wall type for implementation in front of Bellas Landscaping. The scope of evaluation includes a geometric, structural and geotechnical review of the proposed retaining wall and its location. A brief technical memorandum will be developed (for internal use only) to document the findings of the evaluation and confirm the proposed wall type and location.

After confirmation of the preferred wall type, the previously approved Bridge Type, Size and Location (TS&L) plan will need to be updated to incorporate the additional retaining wall. The TS&L will be re-submitted to IDOT for review. One round of review comments from IDOT BBS will be addressed and TS&L plans re-submit, if required. This task also includes preliminary geotechnical coordination with the geotechnical engineer of record on structural borings and geotechnical analysis needs.

Final Design

After IDOT approval of the updated Bridge TS&L plan with additional wall incorporated, the final design phase will begin. The scope of work for final design includes the development of both new and updated plans, specifications and estimates to address modifications to the prior submitted prefinal contract documents to incorporate the additional retaining wall. The proposed scope of work for final design includes the following:

- Up to 4 new plan sheets associated with the additional retaining wall. This is anticipated to include: wall elevations; moment slab plan and elevation; boring logs.
 - Note: it is assumed ground improvements will not be required along the additional wall, nor will aesthetic requirements.
- Modification to up to 10 current plan sheets to address changes required in association with the additional retaining wall. This is anticipated to include: general plan and elevation; general notes and BOM; wall elevations; wall sections and details; temporary soil retention system details, bridge fence railing details; watermain support details; moment slab plan and elevation; moment slab sections and details.
- Special Provisions required in support of the additional wall construction will be developed and included in the contract documents; two new special provisions are assumed within this scope.
- Additional quantity calculations will be completed for pay items associated with the additional wall construction; this includes modification to up to four current pay items and creation of up

to two new pay items. Unit costs will be assigned to determine the final wall cost estimate.

Independent of the supplemental work created by the additional retaining wall, the prior 2020 prefinal plans will also require review and updating – where required – for any changes to the design code and/or current IDOT standards that govern the structural work.

A bridge load rating for both the existing bridge and proposed bridge will be completed in AASHTOWare as required per the original TS&L approval letter provided by IDOT on September 8, 2021. A sealed structure load rating submittal as described in BLRS Circular Letter 2017-16 and Structural Services Manual Section 4.2.2 will be provided.

9.0 Coordination

There has been a three-year lapse (prefinal in 2020 until current date) for the design process on this contract. With that, any utility coordination which was completed up to prefinal plan date in 2020 is now outdated. Coordination will include confirming utility contacts, sending prefinal plans to begin coordination, and taking part in a site visit with the utility companies and the City to discuss utility relocations. The City has requested that a progress meeting be held every 2 weeks and it is anticipated that weekly emails will be used to communicate and request information and direction.

11.0 Environmental Documentation

A request to IDOT Cultural Unit will be made to extend or amend the dates for the project environmental clearances.

12.0 Right-Of-Way Documents

This task includes revisions to two (2) plats and legals:

- Bellas Landscaping
- Town and Country Kennel Club

This task also includes review and possible revisions to the other remaining parcels in the corridor.

13.0 Quality Assurance

This task includes the addition of quality checks for the changes made by the addition of a retaining wall as described in the supplement description.

14.0 Administration

This task includes the addition of monitoring the new items of work in Supplement 2.

15.0 Phase III

Additional hours and scope include the new retaining wall shop drawing review and anticipated RFI's.

Subconsultants:

Mathewson Land Services, Inc. -

At the request of the City, Mathewson Land Services, Inc. has been added to this supplement. This work shall include the completion of the land acquisition process for the parcels along Fox Creek Road within the project limits. The Mathewson Land Services, Inc. scope of work and detailed proposal is in Appendix D of this supplemental document.

Midwest Engineering and Testing, Inc., Ramsey Division

Two additional soil borings in the vicinity of the proposed retaining wall in front of Bellas Landscaping are needed. Geotech will provide a technical memorandum summarizing soil conditions and wall type recommendations. Remediation of poor soils is assumed not to be required. The Midwest Engineering and Testing, Inc. scope of work and detailed proposal is in Appendix D of this supplemental document.

**City of Bloomington - Fox Creek Road and Bridge
Phase II Scope of Work & Estimate of Staff-hours**

ITEM	SUPPLEMENT 2
1.0 TOPOGRAPHIC SURVEY	16
2.0 PROPERTY SURVEY	80
7.0 CIVIL PLANS	296
8.0 STRUCTURAL PLANS	650
9.0 COORDINATION	72
11.0 ENVIRONMENTAL DOCUMENTATION	4
12.0 RIGHT-OF-WAY DOCUMENTS	120
13.0 QUALITY ASSURANCE	40
14.0 ADMINISTRATION	40
15.0 PHASE III DESIGN SUPPORT/CONSTRUCTION SERVICES	32
	1350

1.0 TOPOGRAPHIC SURVEY

Item	HOURS
Topographic (Boundary as defined by Exhibit)	
Bellas Landscaping - 2 days @ 8 hrs/day with 1 man crew	16
Direct Costs*	
Vehicle/Mileage = 2 days @ \$65/day = \$130	
Lodging/Pier Diem = 25 days \$150/day = \$300	
* Use original contract direct costs	
16	

2.0 PROPERTY SURVEY

Item	HOURS
Property Survey	
Confirm topo for final plats - 10 days @ 8 hrs/day with 1 man crew	80
Direct Costs*	
Vehicle/Milage = 2 days @\$65/day = \$130	
Lodging/Pier Diem = 2 days @\$150/day = \$300	
* Use original contract direct costs	
	80

7.0 CIVIL PLANS

Item	CIVIL PLANS	HOURS
	REVIEW AND REVISE PLANS BASED ON COMMENTS PROVIDED FROM THE CITY AFTER PRE-FINAL SUBMITTAL	80
7.1*	ROADWAY PLANS	52
7.2*	DRAINAGE AND UTILITY PLANS	120
7.3	EROSION CONTROL AND SEDIMENT PLANS	0
7.4*	STAGING AND TRAFFIC CONTROL	28
7.5	PAVEMENT MARKING AND SIGNING PLANS	0
7.6*	TRAFFIC SIGNALS	16
7.7	RAILROAD TRACK PLANS	0
7.8	LANDSCAPING PLANS	0
CIVIL TOTAL		296

SUPPLEMENT 2 *TASK 7.1 - 52 additional hours - Retaining wall will be added on the north side of FCR, along Bellas Landscaping property. Affects typical section, roadway plans, drainage plans, cross sections, earthwork pay items, quantities, cost estimate and special provisions. Coordnation with structures to investigate alternatives to keep wall height < 7'. Update to 2024 Standards and Special Provisions.

*TASK 7.2 - 120 additional hours - Since prefinal submittal, drainage criteria has changed. Bulletin 75 for rainfall intensity data is now used instead of Bulletin 70. Drainage calcs, drainage plans and profiles, quantity calcs, and schedules need to be updated. Using Bulletin 75 rainfall results in 15-20% additional structures. The watermain design will be affected by the Bella's Landscaping retaining wall.

*TASK 7.4 - 28 additonal hours - Additional plans or revisions due to Bellas Landscaping retaining wall.

*TASK 7.6 - 16 additional hours - Per City direction, a new handhole and new signal connections will be included in this contract

7.1 ROADWAY PLANS

ITEMS AND TASKS	TASK HOURS	ITEM TOTAL
GENERAL PLAN SHEETS		4
Cover Sheet		
Index of Sheets	2	
Standard Sheets	2	
General Notes & Commitments		
SUMMARY AND SCHEDULE OF QUANTITIES		
(not quantity take-offs)		4
Summary of Quantities	2	
Schedules	2	
TYPICAL SECTIONS (Ex. and Proposed)*		4
Fox Creek Road (4 sections)	4	
Beich Road (2 Sections)		
Danbury		
ALIGNMENT, TIES AND BENCHMARKS		
PLAN & PROFILE SHEETS		16
Fox Creek Road	12	
Beich Road		
Danbury		
Quantity Calculations	4	
INTERSECTION DETAILS		
Fox Creek & Beich		
Fox Creek & Danbury		
Fox Creek & Savanna		
REMOVAL PLANS		4
Fox Creek Road	4	
Beich Road		
Danbury		
DETAILS - ROADWAY		
Various		
CROSS SECTIONS		8
Fox Creek Road	8	
Beich Road		
Danbury		
SPECIAL PROVISIONS	8	8
COST ESTIMATES	8	8
		56

7.2 DRAINAGE AND UTILITY PLANS

ITEMS AND TASKS	TASK HOURS	ITEM TOTAL
UPDATE TO BULLETIN-75		24
Drainage Calculations	24	
SCHEDULES		
(not quantity take-offs)		24
Drainage Schedules	16	
Water Main Schedules	8	
DRAINAGE PLAN & PROFILE SHEETS		48
Fox Creek Road	24	
Beich Road	8	
Danbury	8	
Quantity Calculations	8	
DETAILS - DRAINAGE		0
Miscellaneous		
WATERMAIN/RETAINING WALL DETAILS		8
	8	
WATERMAIN PLAN & PROFILE SHEETS		16
Fox Creek Road	16	
WATERMAIN DETAILS		0
Miscellaneous		
		120

7.4 STAGING AND TRAFFIC CONTROL

ITEMS AND TASKS	TASK HOURS	ITEM TOTAL
M.O.T. Typical Sections	4	4
Stage 1 Plan Sheets		8
Fox Creek Road	8	
Beich Road		
Stage 2 Plan Sheets		8
Fox Creek Road	8	
Beich Road		
Estimate of Time Construction Duration	4	4
M.O.T. Quantity Calculations	4	4
M.O.T. Specifications		0
		28

7.6 TRAFFIC SIGNAL PLANS		SUPPLEMENT 2	
ITEMS AND TASKS		TASK HOURS	ITEM TOTAL
Index of Sheets, General Electrical and Construction Notes			
Proposed Signal Plan Sheets			
	Fox Creek & Beich	8	8
	Fox Creek & Danbury		
Proposed Wiring Diagrams		4	4
Electrical Details		2	2
Quantity Calculations and Electrical SOQ		2	2
			16

8.0	STRUCTURAL PLANS	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	ITEM TOTAL
PRELIMINARY DESIGN - WALL LAYOUT & VERIFICATION					
	Preliminary wall layout (review and coordination w/ civil)			16	56
	Geotechnical coordination			8	
	Wall type verification			24	
	Technical memo			8	
PRELIMINARY DESIGN - TYPE, SIZE & LOCATION (TSL) PLANS					
	Update current Bridge TS&L for additional wall	4	15	60	80
	Disposition of IDOT BBS review comments			8	
	One resubmittal of TSL Plans			8	
	Geotechnical coordination			4	
FINAL DESIGN - INVESTIGATIONS & CALCULATIONS					
	Civil coordination (driveways, profile, grading, watermain)			24	100
	Final wall layout			12	
	Barrier and Moment Slab Design			40	
	Watermain Support Extension			24	
FINAL DESIGN - PLANS, SPECS & ESTIMATES					
	General Plan and Elevation (1 revised)	1	32	32	250
	General Notes, Index and BOM (1 revised)	1	12	12	
	Foundation Layout (no change)	1	0	0	
	Wall Elevations (1 revised and 1 new)	2	24	48	
	Wall Sections and Details (2 revised)	2	16	32	
	Retaining Wall Base Details (no change)	1	0	0	
	Stage Construction Details (no change)	1	0	0	
	Temporary Soil Retention System Details (1 revised)	1	12	12	
	TCB for Stage Construction (no change)	1	0	0	
	Top of Slab Elevations (no change)	3	0	0	
	Top of Approach Slab Elevations (no change)	2	0	0	
	Deck Plan and Cross Section (no change)	2	0	0	
	Parapet and Sidewalk Details (no change)	2	0	0	
	Bridge Fence Railing Details (1 revised)	1	8	8	
	Parapet Railing Details (no change)	1	0	0	
	Watermain Support Details (1 revised)	1	24	24	
	Abutment Diaphragm Details (no change)	1	0	0	
	Approach Slab Plan and Details (no change)	2	0	0	
	Moment Slab Plan and Elevation (1 revised and 1 new)	2	20	40	
	Moment Slab Sections and Details (1 revised)	1	12	12	
	Framing Plan and Beam Details (no change)	3	0	0	
	Abutment Plan and Elevation (no change)	1	0	0	
	Bar Splicer Details (no change)	1	0	0	
	Metal Shell Pile Details (no change)	1	0	0	
	Soil Boring Logs (existing) (no change)	5	0	0	
	New Soil Boring Logs (2 borings x 2 logs/boring = 4 logs, w/ 2 logs/sheet) (2 new)	2	2	4	
	Existing Plans (no change)	13	0	0	

	Special Provisions (estimate 2 SPs @ 3 hours/SP)			6	
	Structural Quantities (assume 4 updated pay items @ 3 hrs/item and 2 new pay items @ 3 hrs/item)			18	
	Cost Estimate (1 hour/new item)			2	
	FINAL DESIGN - UPDATES DUE TO PROJECT TIME LAG				164
	UPRR - Final Submittal, Disposition of Comments and Re-Submittal			40	
	Review of design against updated policy and design standards			24	
	AASHTOWare Bridge Load Rating*			100	
	*A bridge load rating for both the existing bridge and proposed bridge will be completed in AASHTOWare as required per the original TS&L approval letter provided by IDOT on September 8, 2021. A sealed structure load rating submittal as described in BLRS Circular Letter 2017-16 and Structural Services Manual Section 4.2.2 will be provided.				
KEY SCOPE ASSUMPTIONS					
1) Wall type assumed to be MSE wall 2) Wall assumed to be 150' long, max retained height of 10' 3) Wall located within roadway clear zone (barrier and moment slabs required) 4) Temporary soil retention system required to build wall 5) Remediation of poor soils is not required					

STRUCTURAL TOTAL 650

9.0 PROJECT COORDINATION

Item	Hours
Coordination with Bloomington (1 hour per week)	40
Meetings with Bloomington	8
Meetings with IDOT	0
Meetings with Utilities/Emails/Calls	24
Miscellaneous exhibits	0
ICC coordination	0
Coordination with RR	0
	72

11.0 ENVIRONMENTAL DOCUMENTATION

Item	Hours
Update Environmental Clearances	4
	4

12.0 RIGHT-OF-WAY DOCUMENTS

Item	Hours
Revisions to 2 plats/legals - Bellas Landscaping and the Town and Country Kennel Club - 2 plats/legals @ 8 hrs/day for 1 chief surveyor	16
Updates/Revisions to 13 plats/legals - lapse of 4-7 years since plats were completed and signed under original contract. 13 plats/legals @ 8 hrs/day for 1 chief surveyor	104
Direct Costs*: Order new title commitments - 15 parcels at \$700/parcel	
* Use original contract direct costs	120

13.0 QUALITY ASSURANCE

Item	Civil Hours	Structural Hours
Additional Changes to Bellas Landscaping		
Quality Assurance	8	24
Field Checks	0	8
SubTotal	8	32
Total	40	

14.0 ADMINISTRATION

Item	Hours
Monitor Supplement 2 additional work. 1 person@1 hr/weekx40 weeks	40
	40

15.0 PHASE III

ITEM		TOTAL
Shop Drawing Review - MSE Walls - 1 @ 32 hours each		32
		32



Local Public Agency	County	Section Number
City of Bloomington	McLean	06-00337-00-BR
Prime Consultant (Firm) Name	Prepared By	Date
Benesch	Joann Majewski	1/23/2024
Consultant / Subconsultant Name	Job Number	
Benesch		

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Supplement 2 - Begin services upon approval of Supplement 2 with providing Phase III services through construction.

PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS	OVERHEAD RATE	166.09%
START DATE	3/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	8/31/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/1/2024	1/1/2025	10	33.33%
1	1/2/2025	1/1/2026	12	40.80%
2	1/2/2026	9/1/2026	8	27.74%

Local Public Agency	County	Section Number
City of Bloomington	McLean	06-00337-00-BR
Consultant / Subconsultant Name		Job Number
Benesch		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.88%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Sr Project Manager	\$82.67	\$84.22
Project Manager II	\$73.00	\$74.37
Project Manager I	\$62.50	\$63.67
Sr Technical Manager	\$86.00	\$86.00
Technical Manager II	\$66.00	\$67.24
Technical Manager I	\$60.60	\$61.74
Sr Construction Project Manager	\$80.00	\$81.50
Construction Project Manager II	\$72.01	\$73.36
Construction Project Manager I	\$62.25	\$63.42
Sr Technical Specialist	\$56.33	\$57.39
Project Engineer II	\$55.00	\$56.03
Project Engineer I	\$46.00	\$46.86
Sr Designer	\$51.00	\$51.96
Designer II	\$44.83	\$45.67
Designer I	\$38.38	\$39.10
Technologist II	\$39.50	\$40.24
Project Principal	\$86.00	\$86.00
Construction Manager II	\$64.57	\$65.79
Construction Manager I	\$53.50	\$54.50
Construction Engineer I	\$46.30	\$47.17
Project Assistant II	\$35.10	\$35.76
Group Manager	\$83.50	\$85.07
Project Analyst	\$47.50	\$48.39
Survey Manager	\$64.50	\$65.71
Survey Specialist II	\$47.50	\$48.39
Sr Technologist	\$55.50	\$56.54
Technologist III	\$46.00	\$46.86

Local Public Agency	County	Section Number
City of Bloomington	McLean	06-00337-00-BR
Consultant / Subconsultant Name		Job Number
Benesch		

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

City of Bloomington

County

McLean

Section Number

06-00337-00-BR

Consultant / Subconsultant Name

Benesch

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Insurance, Escrow Fees				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$0.00

Local Public Agency

City of Bloomington

Consultant / Subconsultant Name

Benesch

County

McLean

Section Number

06-00337-00-BR

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			TOPOGRAPHIC SURVEY			PROPERTY SURVEY			TRAFFIC COUNTS			ALTERNATIVE ANALYSIS			INTERSECTION DESIGN STUDIES		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr Project Manager	84.22	0.0																	
Project Manager II	74.37	276.0	20.44%	15.20															
Project Manager I	63.67	0.0																	
Sr Technical Manager	86.00	0.0																	
Technical Manager II	67.24	64.0	4.74%	3.19															
Technical Manager I	61.74	0.0																	
Sr Construction Project Manager	81.50	0.0																	
Construction Project Manager II	73.36	0.0																	
Construction Project Manager I	63.42	0.0																	
Sr Technical Specialist	57.39	0.0																	
Project Engineer II	56.03	216.0	16.00%	8.97															
Project Engineer I	46.86	0.0																	
Sr Designer	51.96	0.0																	
Designer II	45.67	276.0	20.44%	9.34															
Designer I	39.10	0.0																	
Technologist II	40.24	0.0																	
Project Principal	86.00	0.0																	
Construction Manager II	65.79	0.0																	
Construction Manager I	54.50	0.0																	
Construction Engineer I	47.17	0.0																	
Project Assistant II	35.76	0.0																	
Group Manager	85.07	0.0																	
Project Analyst	48.39	0.0																	
Survey Manager	65.71	128.0	9.48%	6.23	4	25.00%	16.43	4	5.00%	3.29									
Survey Specialist II	48.39	88.0	6.52%	3.15	12	75.00%	36.29	76	95.00%	45.97									
Sr Technologist	56.54	157.0	11.63%	6.58															
Technologist III	46.86	145.0	10.74%	5.03															
TOTALS		1350.0	100%	\$57.69	16.0	100.00%	\$52.72	80.0	100%	\$49.26	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency

City of Bloomington

County

McLean

Section Number

06-00337-00-BR

Consultant / Subconsultant Name

Benesch

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	GEOTECHNICAL REPORTS			CIVIL PLANS			STRUCTURAL PLANS			COORDINATION			PUBLIC MEETINGS			ENVIRONMENTAL DOCUMENTS		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr Project Manager	84.22																		
Project Manager II	74.37				32	10.81%	8.04	120	18.46%	13.73	36	50.00%	37.19						
Project Manager I	63.67																		
Sr Technical Manager	86.00																		
Technical Manager II	67.24				40	13.51%	9.09				24	33.33%	22.41						
Technical Manager I	61.74																		
Sr Construction Project Manager	81.50																		
Construction Project Manager	73.36																		
Construction Project Manager	63.42																		
Sr Technical Specialist	57.39																		
Project Engineer II	56.03				76	25.68%	14.39	100	15.38%	8.62	12	16.67%	9.34				4	100.00%	56.03
Project Engineer I	46.86																		
Sr Designer	51.96																		
Designer II	45.67				96	32.43%	14.81	180	27.69%	12.65									
Designer I	39.10																		
Technologist II	40.24																		
Project Principal	86.00																		
Construction Manager II	65.79																		
Construction Manager I	54.50																		
Construction Engineer I	47.17																		
Project Assistant II	35.76																		
Group Manager	85.07																		
Project Analyst	48.39																		
Survey Manager	65.71																		
Survey Specialist II	48.39																		
Sr Technologist	56.54				32	10.81%	6.11	125	19.23%	10.87									
Technologist III	46.86				20	6.76%	3.17	125	19.23%	9.01									
TOTALS		0.0	0%	\$0.00	296.0	100%	\$55.60	650.0	100%	\$54.88	72.0	100%	\$68.94	0.0	0%	\$0.00	4.0	100%	\$56.03

Local Public Agency

City of Bloomington

County

McLean

Section Number

06-00337-00-BR

Consultant / Subconsultant Name

Benesch

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	RIGHT-OF-WAY DOCUMENTS			QUALITY ASSURANCE			ADMINISTRATION			PHASE III SUPPORT					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr Project Manager	84.22															
Project Manager II	74.37				40	100.00%	74.37	40	100.00%	74.37	8	25.00%	18.59			
Project Manager I	63.67															
Sr Technical Manager	86.00															
Technical Manager II	67.24															
Technical Manager I	61.74															
Sr Construction Project Manager	81.50															
Construction Project Manager	73.36															
Construction Project Manager	63.42															
Sr Technical Specialist	57.39															
Project Engineer II	56.03										24	75.00%	42.02			
Project Engineer I	46.86															
Sr Designer	51.96															
Designer II	45.67															
Designer I	39.10															
Technologist II	40.24															
Project Principal	86.00															
Construction Manager II	65.79															
Construction Manager I	54.50															
Construction Engineer I	47.17															
Project Assistant II	35.76															
Group Manager	85.07															
Project Analyst	48.39															
Survey Manager	65.71	120	100.00%	65.71												
Survey Specialist II	48.39															
Sr Technologist	56.54															
Technologist III	46.86															
TOTALS		120.0	100%	\$65.71	40.0	100%	\$74.37	40.0	100%	\$74.37	32.0	100%	\$60.62	0.0	0%	\$0.00

**AGREEMENT FOR
LAND ACQUISITION CONSULTING SERVICES**

**Benesch
Fox Creek Road Project**

AGREEMENT between Mathewson Land Services, Inc. (MLS) whose address is 2024 Hickory Drive, Suite 300, Homewood, Illinois 60430 and Benesch (BENESCH), whose address is 1230 E. Diehl Road, Suite 109, Naperville, Illinois 60563.

MLS shall provide to BENESCH, on behalf of the City of Bloomington (CITY), consulting services for the acquisition of right of way for the Fox Creek Road Project (PROJECT).

The PROJECT shall consist of the acquisition of approximately 15 parcels.

MLS shall perform the following services:

1. Appraisal
2. Appraisal Review
3. Negotiations
4. Closings
5. IDOT Certification
6. Direct Expenses
7. Project Management

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

BENESCH shall compensate MLS for the services provided under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The total amount of compensation authorized by this agreement is not to exceed \$213,750.00.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 17th day of January, 2024.

Accepted this ____ day of _____, 2024.

Mathewson Land Services, Inc.

Benesch

By: _____

Mark D. Mathewson
President

By: _____

EXHIBIT A: SCOPE OF SERVICES

MLS agrees to perform, at the direction of BENESCH, the following services:

1. Appraisal
2. Appraisal Review
3. Negotiations
4. Closings
5. IDOT Certification
6. Direct Expenses
7. Project Management

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the IDOT Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM.

APPRAISALS

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM. The format to be used shall be one of the following types as described in the LAPPM:

- Non-Complex Appraisal Report
- Complex Appraisal Report

The Appraiser is to determine which type of appraisal format should be used for each parcel and obtain the CITY's concurrence. MLS shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the CITY for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by BENESCH.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the CITY or BENESCH. These updates or revisions will be assigned to the Appraiser in a separate work order as the need

arises. An Appraiser's revision of the appraisal due to the Review Appraiser's comments or corrections does not constitute an update or revision that would necessitate a separate work order.

On parcels that require the acquisition of a residence, it may be necessary for the Appraiser to perform an additional analysis to determine an allocated value for the residence and home site as separate from the whole parcel to be acquired. This would be needed for relocation purposes and is not to be included in the appraisal report. The cost for the additional appraisal analysis will be established in the work order for that appraisal.

The Appraiser shall prepare a comparable sales brochure in accordance with the LAPPM for each project and as directed by the CITY.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

The Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal report, shall be deemed complete when an acceptable appraisal report is submitted by MLS and approved by the CITY.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid for as specified in Exhibit B.

Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

Appraiser may be asked to provide a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MLS staff may assist in the preparation of appraisal work.

REVIEW APPRAISALS

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales brochure is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the CITY. These updates or revisions will be assigned

to MLS in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order.

The Appraisal Review for the Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal review, shall be deemed complete when an acceptable Appraisal Review is submitted by MLS and approved by the CITY.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the review appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid for as specified in Exhibit B.

The Review Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

The Review Appraiser may be asked to review a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MLS staff may assist in the preparation of review appraisal work.

NEGOTIATIONS

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the CITY's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the CITY must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the Negotiator's Report. Said report shall be available to the CITY as reasonably requested.

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the CITY on an individual parcel basis.

In the event MLS, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MLS shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of

MLS's Negotiator's Report completed to date with the names and addresses of all interested parties. MLS's written report shall also include its recommendation for further procedure towards acquiring the parcel. The CITY may elect to prepare and forward a Final Offer letter (with copy to MLS) to the owner of the parcel and thereafter refer the matter to the City Attorney's Office to proceed with preparation of a condemnation petition. In any case, the CITY reserves the right to require MLS to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the CITY. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the CITY, and the complaint is filed.

If requested to do so, MLS shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the CITY due to new parcel information supplied by the CITY to MLS after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MLS shall coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid for as specified in Exhibit B.

CLOSINGS

MLS shall attend or otherwise supervise the actual closing of each acquired parcel. It is anticipated that most closings will not require an escrow transaction but it is understood that certain acquisitions are best facilitated through an escrow closing.

IDOT CERTIFICATION

MLS shall complete the IDOT D5 Bureau of Land Acquisition Right of Way Certification process on behalf of the CITY.

PROJECT MANAGEMENT

MLS shall establish a Project Manager who will be knowledgeable and responsible for all services performed under this AGREEMENT. The main duties of the Project Manager may include:

- Be the liaison between the CITY, BENESCH and MLS and coordinate all daily project activities of MLS.
- Understand the scope of work for each work order and the associated deadlines/timeframes the CITY needs to meet.
- Assist CITY and BENESCH in value engineering by anticipating right of way acquisition costs and issues.
- Assign work to appropriate staff.
- Coordinate all deliverables, keep project on schedule and maintain the channels of communication between the CITY, BENESCH and MLS.
- Provide the appropriate staff and SUBCONSULTANTS that have knowledge of and will follow Illinois Department of Transportation's LAPP.
- Submit accurate invoices that have documentation to support the invoiced amount.
- Ensure SUBCONTRACTORS' prompt and efficient performance.
- Provide QA/QC oversight.
- Provide coordination with the CITY, BENESCH and IDOT to obtain project right of way, herein referred to as ROW, certification when necessary.

EXHIBIT B: COMPENSATION

The services to be provided by MLS under this agreement shall be assigned and compensated as provided in the table below.

<u>Task</u>	<u>Fee</u>	<u>Parcels</u>	<u>Total</u>
Appraisal	\$3,000.00	15	\$45,000.00
Appraisal Review	\$1,750.00	15	\$26,250.00
Negotiations	\$5,000.00	15	\$75,000.00
Closings	\$1,500.00	15	\$22,500.00
IDOT Certification	\$750.00	15	\$11,250.00
Direct Expenses	\$1,500.00	15	\$22,500.00
Project Management	\$750.00	15	\$11,250.00
Total:			\$213,750.00

The sum total of all services provided for in this AGREEMENT shall not exceed **\$213,750.00**.

The not to exceed number above shall include any of the following direct expenses related to the project. These expenses shall include, but not be limited to, title insurance fees, recording fees, and escrow fees.

It is understood that appearances in court and pretrial conferences may be required in relation to the negotiation services called for herein and it is agreed that such appearance or appearances shall be made upon request of CITY or its trial counsel.

In event of such services being requested, they will be provided as follows:

- (a) Rate each half day or fraction thereof for time spent in pretrial conference \$1,000.00.
- (b) Rate each half day or fraction thereof for time spent in court \$1,000.00.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MLS in the performance thereof.

EXHIBIT C: TERMS AND CONDITIONS

1. Parcels

BENESCH shall provide MLS with relevant plats of highways, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

2. Termination

BENESCH may terminate this AGREEMENT at any time and for any cause by a notice in writing to MLS. In the event of such termination, payment will be made to MLS for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the CITY; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by CITY or BENESCH accepting this AGREEMENT, then no payment will be made or demanded by MLS for any services which have not been completed and delivered to BENESCH and CITY prior to the date of said termination.

3. Project Materials

- a. It is understood and agreed that the CITY shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MLS during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MLS will provide a copy of the original file of the parcel during the course of the project to CITY. MLS will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to CITY. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of CITY when acquisition is determined to be by Eminent Domain proceedings, MLS's parcel file shall be delivered to the CITY. MLS's parcel files shall be available for inspection or review of its contents by CITY, Illinois Department of Transportation or Federal Highway Administration personnel at any time.
- b. Electronic copies shall be provided unless CITY requests to the contrary.

4. Records Preservation

MLS shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount, recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the

AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the CITY Auditor; and the MLS agrees to cooperate fully with any audit conducted by the Auditor and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the CITY for the recovery of any funds paid by the CITY under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

5. Consultant Certifications and Representations

- a. MLS certifies that MLS has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the CITY under this AGREEMENT.
- b. MLS under penalties of perjury, certifies that 85-4092178 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MLS certifies that it is not in default on an educational loan.
- d. MLS certifies that it is not barred from bidding on State of Illinois AGREEMENTs because of violations of State law regarding bid rigging or rotating. 720 ILCS 5/33E-3, 33E-4.
- e. MLS certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this AGREEMENT, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
- f. MLS, under penalty or perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:
 - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
 - iii. does not have a proposed debarment pending; and

- iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- g. MLS certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MLS made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.
- h. MLS is hereby notified that the CITY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and Title 49, Code of Federal Regulations, Part 21, issued pursuant to such Act, will affirmatively insure that any AGREEMENT entered into pursuant to this AGREEMENT will be awarded without discrimination on the grounds of race, color, or national origin.
- i. MLS warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement.

6. Disclosures

- a. MLS hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the CITY accepting this AGREEMENT and return all material furnished to him for reassignment to others.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MLS agrees to be bound by the terms and provisions contained herein.
- c. MLS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability.

7. Indemnity

MLS will indemnify and hold harmless the CITY from all claims and liability due to activities of himself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

8. Insurance

MLS shall obtain Commercial General Liability in a broad form, to include but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage,

Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, Professional Liability and contractual Liability; limits of liability not less than: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Workers' Compensation Insurance will cover all employees that meet statutory limit in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits of \$100,000.00 for each incident.

CITY shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of services and thereafter with the certificates evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. CITY shall be named as additional insured on all liability policies, and MLS acknowledges that any insurance maintained by CITY shall apply in excess of, and not contribute to, insurance provided by MLS. The contractual liability arising out of the AGREEMENT shall be acknowledged on the Certificate of Insurance by the insurance company.

CITY shall be provided with thirty (30) day prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance.

9. Breach

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

10. Governing Law

Terms of this AGREEMENT will be governed by Illinois law.

11. Transferability

MLS agrees that this AGREEMENT or any part thereof will not be sublet or transferred without the written consent of the CITY accepting this AGREEMENT.

12. Execution of AGREEMENT

In the event this AGREEMENT is executed, it shall constitute a contract as of the date it is approved by CITY or its authorized representative and shall be binding on MLS, its executors, administrators, successors or assigns, as may be applicable.

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Mathewson Land Services, Inc.

Printed Name of Organization

Signature of Authorized Representative

Requisition/Contract/Grant ID Number

Mark D. Mathewson, President

Printed Name and Title

January 17, 2024

Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration is appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - withholding of payments to the contractor under the contract until the contractor complies, and/or
 - cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

EQUAL EMPLOYMENT OPPORTUNITY. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by Statute or regulation.

During the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.1 O(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of

paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.1 O(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

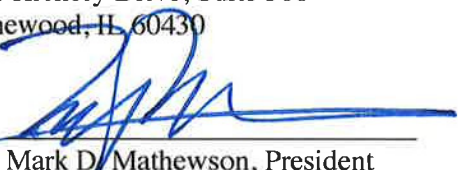
Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

By signing this Proposal, the **CONSULTANT** agrees to the provisions as written. Upon acceptance by the **LPA**, this Contract shall be governed by Illinois law.

For the **CONSULTANT**:

Mathewson Land Services, Inc.
2024 Hickory Drive, Suite 300
Homewood, IL 60430

By: 
Mark D. Mathewson, President

January 17, 2024

FEIN: 85-4092178

Telephone: (312) 676-2900

For the **LPA**:

City of Bloomington /
Benesch

By: _____
LPA Representative

Date: _____



Midwest Engineering and Testing, Inc.
geotechnical - environmental - materials engineers
1701 W. Market St., Suite B
Bloomington, Illinois 61701
309-821-0430
FAX 309-821-1242
www.metgeotech.com

December 19, 2023

Ms. Joann Majewski
Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, Illinois 60601-5927
jmajewski@benesch.com

Re: Proposal for Geotechnical Services
Proposed Retaining Wall
Fox Creek Road
Bloomington, Illinois
MET Proposal No. B23213

Dear Ms. Majewski:

As outlined in Mr. James Surber's December 15, 2023, email, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide geotechnical services for the above-referenced project. A brief description of the planned project and a discussion of the scope of services to be provided are included in the following paragraphs.

The proposed project involves the construction of a new retaining wall along Fox Creek Road in Bloomington, Illinois, just east of the bridge that crosses the Union Pacific Railroad. The estimated length of the retaining wall is 150 ft. Preliminary plans are to include the wall as an extension to the bridge MSE wingwall.

As requested, MET proposes to advance two (2) borings for the project. Each boring will be advanced to a depth of 30 ft. below grade. The borings will be advanced utilizing an MET owned and operated hollow-stem auger drill rig with soil samples obtained by split-barrel sampling techniques in accordance with ASTM D-1586. The depth to groundwater will be noted during the drilling operations and measured in the open boreholes upon completion. A sampling interval of 2.5-ft. through a depth of 30 ft. will be utilized.

MET will contact the statewide JULIE service to clear underground utilities and all bore holes will be backfilled upon completion.

Appropriate laboratory testing will be performed on the samples collected. At a minimum, moisture content tests will be performed on all samples. Unconfined compression tests (Rimac Test) and dry density tests will also be performed on all intact cohesive samples.

The results of the subsurface exploration and laboratory testing will be presented in a written report prepared by a professional engineer that will include the following:

- A general characterization of the subsurface conditions encountered at the site.
- A summary of the sampling and laboratory testing techniques used.
- The borings logs and laboratory tests data.
- Recommendations on wall type and general construction considerations.

MET proposes to perform the soil borings and provide the geotechnical report as outlined in this proposal on a unit price basis in accordance with the attached Estimate Worksheet. In addition, our general conditions for geotechnical services have been included as part of this proposal.

If you have any questions regarding this proposal, please contact us at your convenience. MET will proceed with the work upon receipt of written authorization. If this proposal is acceptable, please acknowledge by signing the acceptance block found at the end of this proposal and return it for our files.

We are looking forward to working with you on this project.

Sincerely,

Midwest Engineering and Testing, Inc.

Kelsey R. Mueller

Digitally signed by Kelsey R. Mueller
DN: cn=Kelsey R. Mueller, o=MET,
email=kmueller@metgeotech.com, c=US
Date: 2024.01.08 10:21:53 -06'00'

Kelsey R. Mueller
Bloomington Division Manager

Enclosures: Estimate Worksheet
Retaining Wall Location Map
General Conditions

Accepted: _____

Name: _____

Signature: _____

Title: _____

Date: _____



Ramsey Division

Midwest Engineering and Testing, Inc.

1701 W. Market Street, Suite B
Bloomington, IL 61701
309-821-0430
www.metgeotech.com

Ms. Joann Majewski
Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, Illinois 60601-5927
jmajewski@benesch.com

Proposal for Geotechnical Services
Proposed Retaining Wall
Fox Creek Road
Bloomington, Illinois
MET Proposal No. B23213
December 19, 2023

ESTIMATE WORKSHEET

Quantity

Unit Fee

Total

Field Exploration Services

Mobilization of drilling equipment and personnel	1	Lump Sum	\$700.00	\$700.00
Drilling Support Vehicle	1	Day	\$140.00	\$140.00
2-Person Drilling Crew with Split-spoon Sampling	1	Day	\$1,800.00	\$1,800.00
Subtotal for Field Service:				\$2,640.00

Laboratory Soil Testing Services

Moisture Content Tests	24	Tests	\$5.00	\$120.00
Unconfined Compression Test	18	Tests	\$10.00	\$180.00
Density Determination	18	Tests	\$5.00	\$90.00
Subtotal for Lab Service:				\$390.00

Engineering Services

Project Engineer - Coordination and Report Prep.	12	Hours	\$135.00	\$1,620.00
Principal Engineer - Report Review and Admin.	2	Hours	\$175.00	\$350.00
Subtotal for Engineering Services:				\$1,970.00

TOTAL ESTIMATED FEE:

\$5,000.00



GENERAL CONDITIONS

Midwest Engineering and Testing, Inc. (MET)

Geotechnical Services

Item 1. Scope of Work. Midwest Engineering and Testing, Inc. (MET) shall perform services in accordance with an "agreement" made with the "client." The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of MET's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MET that all necessary permissions for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Utilities. In the performance of its work, MET will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MET harmless and indemnify MET from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by MET for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MET or otherwise disclosed by the client or utility locator service. MET will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, byproducts, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

MET's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoil relative to the project. As such, MET does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

Item 5. Confidentiality. MET shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MET against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MET is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MET.

Item 6. Standard of Care. MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MET will not be responsible for the interpretation by others, of data obtained by MET for the geotechnical study.

Item 7. Technical Methodology and Protocol. MET will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

Item 8. Limitations of Liability. The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services, allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 9. Insurance. MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

Item 10. Modifications. This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination.

RESOLUTION NO. 2024 - ____

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH MATHEWSON LAND SERVICES, INC., FOR LAND ACQUISITION SERVICES FOR THE FOX CREEK ROAD & BRIDGE IMPROVEMENTS PROJECT, IN THE AMOUNT NOT TO EXCEED \$20,750

WHEREAS, the City of Bloomington (CITY) has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 60; and

WHEREAS, the CITY desires to move forward with the Fox Creek Road & Bridge Improvements Project (PROJECT); and

WHEREAS, the CITY is considering a separate agreement with Alfred Benesch & Company that utilizes Mathewson Land Services, Inc., (CONTRACTOR) as a subcontractor for the PROJECT where they will provide Land Acquisition Services; and

WHEREAS, Alfred Benesch & Company currently works with Union Pacific Railroad (UP) on other projects; and

WHEREAS, the proposed separate agreement will allow staff to coordinate with the CONTRACTOR and UP directly to avoid any potential conflict of interest; and

WHEREAS, the CITY would also like to use the CONTRACTOR for Land Acquisition Services because they have extensive experience with providing Land Acquisition Services for similar projects, and have appraisers and negotiators approved by the Illinois Department of Transportation; and

WHEREAS, the CITY wishes to avoid inefficiencies from working with a multiple Land Acquisition Services contractors for the same project; and

WHEREAS, Staff believe waiving the formal bidding requirements for the PROJECT is in the best interest of the City;

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

Section 1. That the recitals set forth above are incorporated herein, the formal bid requirements are waived, and the proposed agreement with Mathewson Land Services, Inc., for the Fox Creek Road & Bridge Improvements Project is approved.

PASSED this 26th day of February 2024.

APPROVED this ____ day of February 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
Mathewson Land Services, Inc.

FOR
Union Pacific Railroad Land Acquisition Services - Fox Creek Road Project

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



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



This Agreement was subject to the following procurement initiative by the CITY:
____ (hereinafter "REQUEST").

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

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

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



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



This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Mathewson Land Services
Attn: Mark Mathewson
2024 Hickory Rd., Ste 205
Homewood, IL 60430

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 President

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT A: SCOPE OF SERVICES

MLS agrees to perform, at the direction of the CITY, the following services:

1. Appraisal
2. Appraisal Review
3. Negotiations
4. Closings
5. IDOT Certification
6. Direct Expenses
7. Project Management

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the IDOT Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM.

APPRAISALS

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM. The format to be used shall be one of the following types as described in the LAPPM:

- Non-Complex Appraisal Report
- Complex Appraisal Report

The Appraiser is to determine which type of appraisal format should be used for each parcel and obtain the CITY's concurrence. MLS shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the CITY for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by the CITY.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the CITY. These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises. An

Appraiser's revision of the appraisal due to the Review Appraiser's comments or corrections does not constitute an update or revision that would necessitate a separate work order.

On parcels that require the acquisition of a residence, it may be necessary for the Appraiser to perform an additional analysis to determine an allocated value for the residence and home site as separate from the whole parcel to be acquired. This would be needed for relocation purposes and is not to be included in the appraisal report. The cost for the additional appraisal analysis will be established in the work order for that appraisal.

The Appraiser shall prepare a comparable sales brochure in accordance with the LAPPM for each project and as directed by the CITY.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

The Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal report, shall be deemed complete when an acceptable appraisal report is submitted by MLS and approved by the CITY.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid for as specified in Exhibit B.

Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

Appraiser may be asked to provide a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MLS staff may assist in the preparation of appraisal work.

REVIEW APPRAISALS

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales brochure is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the CITY. These updates or revisions will be assigned

to MLS in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order.

The Appraisal Review for the Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal review, shall be deemed complete when an acceptable Appraisal Review is submitted by MLS and approved by the CITY.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the review appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid for as specified in Exhibit B.

The Review Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

The Review Appraiser may be asked to review a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MLS staff may assist in the preparation of review appraisal work.

NEGOTIATIONS

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the CITY's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the CITY must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the Negotiator's Report. Said report shall be available to the CITY as reasonably requested.

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the CITY on an individual parcel basis.

In the event MLS, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MLS shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of

MLS's Negotiator's Report completed to date with the names and addresses of all interested parties. MLS's written report shall also include its recommendation for further procedure towards acquiring the parcel. The CITY may elect to prepare and forward a Final Offer letter (with copy to MLS) to the owner of the parcel and thereafter refer the matter to the City Attorney's Office to proceed with preparation of a condemnation petition. In any case, the CITY reserves the right to require MLS to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the CITY. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the CITY, and the complaint is filed.

If requested to do so, MLS shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the CITY due to new parcel information supplied by the CITY to MLS after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MLS shall coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid for as specified in Exhibit B.

CLOSINGS

MLS shall attend or otherwise supervise the actual closing of each acquired parcel. It is anticipated that most closings will not require an escrow transaction but it is understood that certain acquisitions are best facilitated through an escrow closing.

IDOT CERTIFICATION

MLS shall complete the IDOT D5 Bureau of Land Acquisition Right of Way Certification process on behalf of the CITY.

PROJECT MANAGEMENT

MLS shall establish a Project Manager who will be knowledgeable and responsible for all services performed under this AGREEMENT. The main duties of the Project Manager may include:

- Be the liaison between the CITY and MLS and coordinate all daily project activities of MLS.
- Understand the scope of work for each work order and the associated deadlines/timeframes the CITY needs to meet.
- Assist the CITY in value engineering by anticipating right of way acquisition costs and issues.
- Assign work to appropriate staff.
- Coordinate all deliverables, keep project on schedule and maintain the channels of communication between the CITY and MLS.
- Provide the appropriate staff and SUBCONSULTANTS that have knowledge of and will follow Illinois Department of Transportation's LAPP.
- Submit accurate invoices that have documentation to support the invoiced amount.
- Ensure SUBCONTRACTORS' prompt and efficient performance.
- Provide QA/QC oversight.
- Provide coordination with the CITY and IDOT to obtain project right of way, herein referred to as ROW, certification when necessary.

EXHIBIT B
COSTS/FEES

EXHIBIT B: COMPENSATION

The services to be provided by MLS under this agreement shall be assigned and compensated as provided in the table below.

<u>Task</u>	<u>Fee</u>	<u>Parcels</u>	<u>Total</u>
Appraisal (UPRR Parcel)	\$4,000.00	1	\$4,000.00
Appraisal Review (UPRR Parcel)	\$2,000.00	1	\$2,000.00
Negotiations (UPRR Parcel)	\$9,000.00	1	\$9,000.00
Closings (UPRR Parcel)	\$2,000.00	1	\$2,000.00
IDOT Certification (UPRR Parcel)	\$750.00	1	\$750.00
Direct Expenses (UPRR Parcel)	\$1,500.00	1	\$1,500.00
Project Management (UPRR Parcel)	\$1,500.00	1	\$1,500.00
Total:			\$20,750.00

The sum total of all services provided for in this AGREEMENT shall not exceed **\$20,750.00**.

The not to exceed number above shall include any of the following direct expenses related to the project. These expenses shall include, but not be limited to, title insurance fees, recording fees, and escrow fees.

It is understood that appearances in court and pretrial conferences may be required in relation to the negotiation services called for herein and it is agreed that such appearance or appearances shall be made upon request of the CITY or its trial counsel.

In event of such services being requested, they will be provided as follows:

- (a) Rate each half day or fraction thereof for time spent in pretrial conference \$1,000.00.
- (b) Rate each half day or fraction thereof for time spent in court \$1,000.00.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MLS in the performance thereof.

Fox Creek Road & Bridge Improvements





CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest, for the Fiscal Year 2024 General Resurfacing Program - Phase 2 (Bid #2024-24), in the Amount of \$1,344,032.66, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance 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 an agreement with Rowe Construction for Phase 2 of the Fiscal Year 2024 General Resurfacing Program. The agreement is designed to provide for street resurfacing throughout the City. Public Works has staff that performs minor maintenance to streets and alleys, including pothole repair and minor patches. Major street and alley work is handled by contractors working for the City. Each year, the City hires contractors to resurface streets and alleys. Resurfacing a street may include milling off the existing surface, spot repairs, and adjusting manholes and other utilities in the street. Many streets will receive two layers of new hot-mix asphalt. Typically, this will include a binder layer and a surface layer. A map of streets for this phase is attached.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 a.m. on Thursday, December 11, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. Rowe Construction was the lowest responsible bidder among the two bids opened on December 11th. The bid package included a Base Bid and an additive Alternate Bid for this project. The additive Alternative Bid was included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes the Base Bid and additive Alternate Bid because it is within the project budget. The lowest responsible bidder is a local firm, and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is attached. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

Information about the City of Bloomington streets is maintained in a Geographic Information System by the Engineering Division of the Department of Operations & Engineering Services. The condition rating, along with other information, is used to help determine which streets

will be resurfaced each year. In addition, www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned resurfacing projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on December 11, 2023.

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest, for the Fiscal Year 2024 General Resurfacing Program - Phase 2 (Bid #2024-24), in the Amount of \$1,344,032.66. Payment for the \$1,344,032.66 will be made as follows: 1) \$147,048.62 for Constitution Trail Resurfacing/Overlay from Hershey to Airport and Hershey to Veterans utilizing funds included in the Capital Improvement-Bike Trail account (40100100-72580), 2) \$196,984.04 for resurfacing utilizing the Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (401200200-72530), 3) \$1,000,000 from the Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement-ARPA account (401200200-72530-75000). Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 79, 80, 228, 243, 259, 260, 276, 277, 278.

AMERICAN RESCUE PLAN FUNDING IMPACT: \$1,000,000 ARPA - See Financial Impact Section

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW- 1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs); Goal TAQ-1 (A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management), and Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network).

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

ATTACHMENTS:

[DOES 2B Ordinance](#)

[DOES 2C Agreement](#)

[DOES 2D Resurfacing Map](#)

[DOES 2E Capital Project Summary](#)

[DOES 2F Bid Tab #2024-24](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH ROWE CONSTRUCTION
- A DIVISION OF UNITED CONTRACTORS MIDWEST, FOR THE FY 2024 GENERAL
RESURFACING PROGRAM - PHASE II (BID #2024-24), IN THE AMOUNT OF \$1,344,032.66**

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

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with Rowe Construction - A Division of United Contractors Midwest, be approved for the FY 2024 General Resurfacing Program - Phase II ("Project"), in the amount of \$1,344,032.66; and

WHEREAS, the Project consists of work necessary for the removal of existing pavement surfaces and the placement of asphalt overlay at various locations as shown on the plans, work that includes adjustments of manholes and valve boxes, and other appurtenances as required, and a contingency line item; and

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

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

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

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

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

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

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

PASSED this 26th day of February 2024.

APPROVED this ____ day of February 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
Rowe Construction, A Division of United Contractors Midwest, Inc.

FOR
FY 2024 General Resurfacing - Phase 2

THIS AGREEMENT, dated this ____ day of February, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Rowe Construction, A Division of (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:

FY 2024 General Resurfacing - Phase 2 (Bid #2024-24) (hereinafter "REQUEST").

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

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

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

If to VENDOR:

Rowe Construction
 Attn: Al Ruhrup
 1523 N. Cottage Ave
 Bloomington, IL 61701
al.ruhrup@ucm.biz

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.

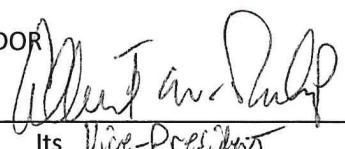
IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR
By: 
Its Vice-President

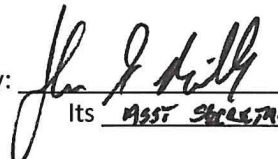
By: 
Its Asst Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

The Proposal for Fiscal Year 2024 General Resurfacing - Phase 2 (Bid Number 2024-24).

Generally, this work consists of the removal of existing pavement surfaces and the placement of asphalt overlay at various locations as shown on the plans. Incidental work includes pavement patching, adjustments, sidewalk ramps, widening, aggregate shoulders, speed humps, and other appurtenances as required.

EXHIBIT B
COSTS/FEES

**EXHIBIT B
COSTS/FEES**

Rowe Construction, a Division of UCM Bid #2024-24 FY24 General Resurfacing – Phase II

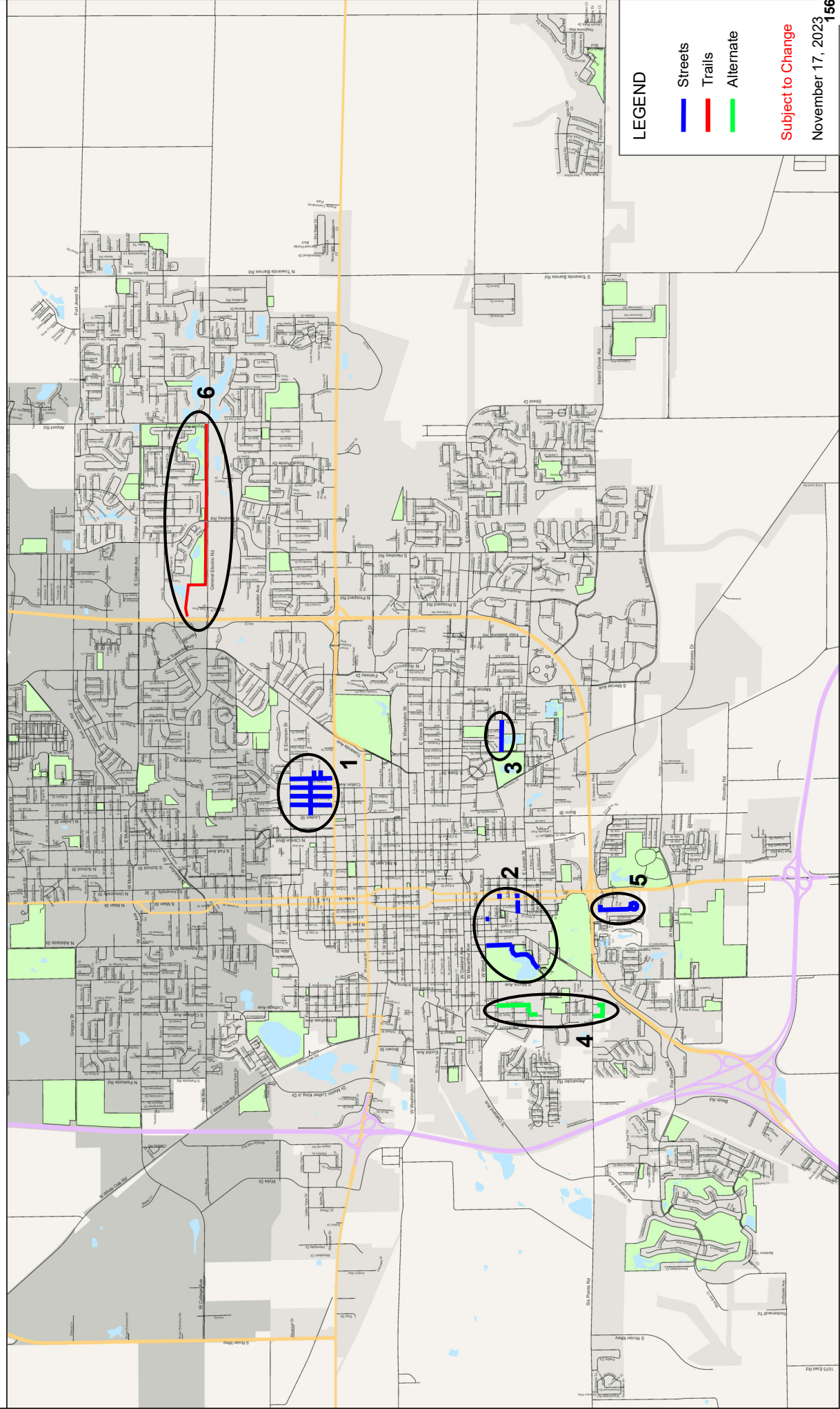
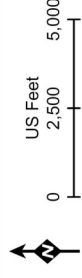
Base Bid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	43	EA	\$1.00	\$43.00
COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	30	EA	\$1.00	\$30.00
COB44206	PAVEMENT PATCHING, 6" (SPECIAL)	57	SY	\$163.69	\$9,330.33
Z00033700	LONGITUDINAL JOINT SEALANT	16275	FT	\$4.00	\$65,100.00
40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	38265	LB	\$1.00	\$38,265.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	4760	TON	\$123.00	\$585,480.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	419	SY	\$1.00	\$419.00
COB42401	PCC SIDEWALK RAMP, 6"	220	SF	\$21.52	\$4,734.40
42400800	DETECTABLE WARNINGS	80	SF	\$35.98	\$2,878.40
44000155	HOT-MIX ASPHALT SURFACE REMOVAL 1 1/2"	46905	SY	\$4.25	\$199,346.25
40600990	TEMPORARY RAMP	988	FT	\$1.00	\$988.00
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	229	TON	\$53.90	\$12,343.10
COB7000	SPEED HUMP (SPECIAL)	4	EA	\$6,500.00	\$26,000.00
78000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	1545	FT	\$5.25	\$8,111.25
78000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	559	FT	\$18.02	\$10,073.18
78000650	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	91	FT	\$21.00	\$1,911.00
78001100	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	3	SF	\$31.50	\$94.50
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$100,000.00	\$100,000.00
620	CONTINGENCY	1	LS	\$150,000.00	\$150,000.00
SUBTOTAL					\$1,215,147.41

Alternate

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	9	EA	\$1.00	\$9.00
COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	4	EA	\$1.00	\$4.00
Z00033700	LONGITUDINAL JOINT SEALANT	2950	FT	\$4.00	\$11,800.00
40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	5140	LB	\$1.00	\$5,140.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	645	TON	\$123.00	\$79,335.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	80	SY	\$1.00	\$80.00
44000155	HOT-MIX ASPHALT SURFACE REMOVAL 1 1/2"	7605	SY	\$4.25	\$32,321.25
40600990	TEMPORARY RAMP	196	FT	\$1.00	\$196.00
SUBTOTAL					\$128,885.25

TOTAL \$1,344,032.66



LEGEND

Streets

Trails

Alternate

Subject to Change

November 17, 2023

FY 2024 Streets Capital Improvement (Asphalt & Concrete) Fund Capital Project Summary

<u>Program</u>	<u>Budget</u>		<u>Bid Award</u>		<u>Final Expenditure</u>		<u>Unencumbered</u>	
			As of 2/26/2024	As of 2/26/2024	As of 2/26/2024	As of 2/26/2024	As of 2/26/2024	As of 2/26/2024
FY 2024 Multi-Year Street and Alley Resurface Program (40120200-72530)								
General Resurfacing - Phase I (PO 20240311)	\$	4,790,000.00	4,039,820.24	-	-	750,179.76		
General Resurfacing - Phase II (Bid 2024-24)	\$	1,700,000.00	1,344,032.66	-	-	355,967.34		
Pavement Preservation: Chip Seal (PO 20240215)	\$	130,000.00	141,466.73	126,670.27	126,670.27	3,329.73		
Pavement Preservation: Rejuvenator (PO 20240173)	\$	130,000.00	91,018.90	92,956.46	92,956.46	37,043.54		
Pavement Preservation: High-Pressure Slurry Seal (PO 20240187)	\$	650,000.00	612,148.80	570,990.70	570,990.70	79,009.30		
Street, Alley & Sidewalk Maintenance (PO 20240062)	\$	300,000.00	300,000.00	-	-	-		
Subtotal =	\$	7,700,000.00	\$ 6,528,487.33	\$ 790,617.43	\$ 790,617.43	1,225,529.67		
FY 2024 Multi-Year Sidewalk and Ramp Replacement Program (40120200-72560)								
Sidewalk and Curb Ramp Replacement Program - Phase I (PO 20240313) (2)	\$	2,000,000.00	2,383,347.05	-	-	(383,347.05)		
Sidewalk and Curb Ramp Replacement Program - Phase II (Bid 2024-25) (2)	\$	300,000.00	805,812.85	-	-	(505,812.85)		
Subtotal =	\$	2,300,000.00	\$ 3,189,159.90	\$ -	\$ -	(889,159.90)		
Total =	\$	10,000,000.00	\$ 9,717,647.23	\$ 790,617.43	\$ 790,617.43	336,369.77		

(1) The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund.

(2) A budget transfer from 40120200-72530 was / will be made to provide additional funding for this award.



City of Bloomington
Public Works
Kevin Kothe, Director
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. Bid #2024-24

FY 2024 General Resurfacing - Phase 2

RESPONSE DEADLINE: January 11, 2024 at 10:00 am

Report Generated: Friday, February 2, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Rowe Construction, a Div of UCM, Inc.	\$1,344,032.66
HJ Eppel & Co. Inc.	\$1,545,538.55

FY 2024 GENERAL RESURFACING - PHASE II

BASE BID

FY 2024 GENERAL RESURFACING - PHASE II					HJ Eppel & Co. Inc.		Rowe Construction, a Div of UCM, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	43	EA	\$1,500.00	\$64,500.00	\$1.00	\$43.00
X	COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	30	EA	\$750.00	\$22,500.00	\$1.00	\$30.00
X	COB44206	PAVEMENT PATCHING, 6" (SPECIAL)	57	SY	\$190.00	\$10,830.00	\$163.69	\$9,330.33
X	Z00033700	LONGITUDINAL JOINT SEALANT	16275	FT	\$4.95	\$80,561.25	\$4.00	\$65,100.00
X	40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	38265	LB	\$1.35	\$51,657.75	\$1.00	\$38,265.00

EVALUATION TABULATION

ITB No. Bid #2024-24

FY 2024 General Resurfacing - Phase 2

FY 2024 GENERAL RESURFACING - PHASE II										HJ Eppel & Co. Inc.		Rowe Construction, a Div of UCM, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total		Unit Cost	Total	Unit Cost	Total
X	40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	4760	TON	\$134.00	\$637,840.00	\$123.00	\$585,480.00					
X	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	419	SY	\$1.00	\$419.00	\$1.00	\$419.00					
X	COB42401	PCC SIDEWALK RAMP, 6"	220	SF	\$17.50	\$3,850.00	\$21.52	\$4,734.40					
X	42400800	DETECTABLE WARNINGS	80	SF	\$18.00	\$1,440.00	\$35.98	\$2,878.40					
X	44000155	HOT-MIX ASPHALT SURFACE REMOVAL 1 1/2"	46905	SY	\$4.85	\$227,489.25	\$4.25	\$199,346.25					
X	40600990	TEMPORARY RAMP	988	FT	\$12.00	\$11,856.00	\$1.00	\$988.00					
X	48102100	AGGREGATE WEDGE SHOULDER, TYPE B	229	TON	\$56.00	\$12,824.00	\$53.90	\$12,343.10					
X	COB7000	SPEED HUMPS (SPECIAL)	4	EA	\$5,800.00	\$23,200.00	\$6,500.00	\$26,000.00					
X	78000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	1545	FT	\$6.35	\$9,810.75	\$5.25	\$8,111.25					
X	78000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	559	FT	\$12.95	\$7,239.05	\$18.02	\$10,073.18					
X	78000650	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	91	FT	\$25.90	\$2,356.90	\$21.00	\$1,911.00					
X	78001100	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	3	SF	\$38.95	\$116.85	\$31.50	\$94.50					
X	COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$65,000.00	\$65,000.00	\$100,000.00	\$100,000.00					
X	620	CONTINGENCY	1	LS	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00					
Total						\$1,383,490.80		\$1,215,147.41					

EVALUATION TABULATION

Invitation to Bid - FY 2024 General Resurfacing - Phase 2

Page 2

EVALUATION TABULATION
 ITB No. Bid #2024-24
 FY 2024 General Resurfacing - Phase 2

FY 2024 GENERAL RESURFACING - PHASE II
 ALTERNATE BID

FY 2024 GENERAL RESURFACING - PHASE II						HJ Eppel & Co. Inc.		Rowe Construction, a Div of UCM, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	
X	COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	9	EA	\$1,450.00	\$13,050.00	\$1.00	\$9.00	
X	COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	4	EA	\$750.00	\$3,000.00	\$1.00	\$4.00	
X	Z00033700	LONGITUDINAL JOINT SEALANT	2950	FT	\$4.95	\$14,602.50	\$4.00	\$11,800.00	
X	40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	5140	LB	\$1.35	\$6,939.00	\$1.00	\$5,140.00	
X	40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	645	TON	\$132.00	\$85,140.00	\$123.00	\$79,335.00	
X	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	80	SY	\$1.00	\$80.00	\$1.00	\$80.00	
X	44000155	HOT-MIX ASPHALT SURFACE REMOVAL 1 1/2"	7605	SY	\$4.85	\$36,884.25	\$4.25	\$32,321.25	
X	40600990	TEMPORARY RAMP	196	FT	\$12.00	\$2,352.00	\$1.00	\$196.00	
Total						\$162,047.75		\$128,885.25	



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for the FY 2024 General Sidewalk, Curb and Gutter Replacement Program - Phase II (Bid #2024-25), in the Amount of \$805,812.85, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance 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 an agreement with George Gildner, Inc., for Phase II of the Fiscal Year 2024 Sidewalk, Curb, and Gutter Replacement Program.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:05 AM on Thursday, December 11, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. George Gildner was the lowest responsible bidder among the two bids opened on December 11th. The bid package included a Base Bid and an additive Alternate Bid for this project. The additive Alternative Bid was included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes the Base Bid and additive Alternate Bid because it is within the project budget. All bidders are local firms, and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is attached. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

The Sidewalk, Curb, and Gutter Program is designed to provide for the construction of sidewalk ramps that are compliant with standards related to the Americans with Disabilities Act ("ADA"), other sidewalk repairs, and projects in which property owners voluntarily enter a 50 percent cost-sharing agreement (50/50 Sidewalk Program). The program also funds concrete work related to curb and gutter replacements. Additional information on these and other sidewalk programs is available at www.bloomingtonstreets.com.

Locations of sidewalk, curb, and gutter improvements primarily coincide with street resurfacing routes because ramps are constructed or removed and reconstructed at the time of street resurfacing. This is in keeping with the guidelines of the U.S. Access Board, which

makes recommendations for the enactment of the ADA. A substandard midblock sidewalk along these resurfacing routes is replaced as money allows, in keeping with the City's complete streets initiative.

The project includes ramp construction and midblock sidewalk replacement along resurfacing routes, along with other areas of emphasis that include: accommodating specific individuals with disabilities, addressing concerns from residents, and fixing substandard sidewalks rated by City staff as being the worst sidewalk (rated 1 and 2 on a scale of 10).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on December 11, 2023.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with George Gildner for Phase II of the Fiscal Year 2024 Sidewalk, Curb, and Gutter Replacement Program totaling \$805,812.85. If approved, a budget transfer will be processed to move \$82,029.40 from Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (401200200-72530) to Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560) and a budget transfer from Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement-ARPA account (401200200-72530-75000) to Capital Improvement (Asphalt & Concrete) Fund-Sidewalk ARPA account (40120200-72530-75000) in the amount of \$402,406.94.

Payment for the \$805,812.85 will be made as follows: 1) \$105,812.85 from the Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560) and 2) \$700,000 from the Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account-ARPA account (40120200-72560-75000). Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 82, 83, 228, 276, 277, 278, and 279.

AMERICAN RESCUE PLAN FUNDING IMPACT: \$700,000 ARPA - See Financial Impact Section

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW- 1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs); Goal TAQ-1 (A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management), and Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network).

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

ATTACHMENTS:

[DOES 3B Ordinance](#)

[DOES 3C Agreement](#)

[DOES 3D Capital Project Summary](#)

[DOES 3E Bid Tab #2024-25](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH GEORGE GILDNER, INC., FOR THE FY 2024 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM - PHASE II (BID #2024-25), IN THE AMOUNT OF \$805,812.85

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

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with George Gildner, Inc., be approved for the FY 2024 General Sidewalk, Curb and Gutter Replacement Program - Phase II ("Project"), in the amount of \$805,812.85; and

WHEREAS, the Project consists of work necessary to install sidewalk at various locations, along with installation of curb and gutter, inlet reconstructions and adjustments, and a contingency line item; and

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

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

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

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

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

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

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

PASSED this 26th day of February 2024.

APPROVED this ____ day of February 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH

George Gildner, Inc.

FOR

FY 2024 General Sidewalk, Curb and Gutter Replacement Program - Phase II

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

This Agreement was subject to the following procurement initiative by the CITY:
FY 2024 General Sidewalk, Curb and Gutter Replacement Program - Phase II (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to VENDOR:

George Gildner, Inc.
Attn: Steve Gildner
2301 Ireland Grove Road
Bloomington, IL 61702-
gildnerinc@aol.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR George Goldner Inc

By: George Goldner
Its President

By: Susan D. Goldner
Its Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the successful completion of the contract. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

The project consists primarily of the following major work items:

- A. Approximately 26,661 SQ FT Sidewalk Removal
- B. Approximately 5,292 SQ FT P.C.C. Sidewalk 6"
- C. Approximately 18,388 SQ FT P.C.C. Sidewalk 4"
- D. Approximately 2,390 SQ FT P.C.C. ADA Ramps
- E. Approximately 17 EACH inlet reconstructions and 15 EACH inlet adjustments.
- F. Approximately 2,225 FT of curb and gutter.

EXHIBIT B
COSTS/FEEES

**EXHIBIT B
COSTS/FEES**

**George Gildner, Inc. Bid #2024-25 FY24 General Sidewalk, Curb and Gutter Replacement Program
Phase II**

Base Bid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
COB60202	INLET TO BE ADJUSTED, SPECIAL	15	EA	\$325.00	\$4,875.00
COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	17	EA	\$2,700.00	\$45,900.00
COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	3	EA	\$325.00	\$975.00
COB60208	VALVE BOX TO BE RECONSTRUCTED, SPECIAL	1	EA	\$1,350.00	\$1,350.00
COB44206	PAVEMENT PATCHING, 6" SPECIAL	67	SY	\$100.00	\$6,700.00
COB60205	NEW FRAME AND GRATE, TYPE 3	21	EA	\$750.00	\$15,750.00
COB60211	STORM SEWER, SPECIAL	72	FT	\$235.00	\$16,920.00
20200100	EARTH EXCAVATION	431	SF	\$2.00	\$862.00
BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	60	IN-FT	\$40.00	\$2,400.00
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	660	SF	\$2.00	\$1,320.00
BLM00005	HIGH EARLY STRENGTH PCC SIDEWALK, 6"	100	SF	\$11.10	\$1,110.00
44000200	DRIVEWAY PAVEMENT REMOVAL	65	SY	\$27.00	\$1,755.00
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	2143	FT	\$14.50	\$31,073.50
COB60602	COMB CONC CURB & GUTTER (SPOT PLACEMENT), SPECIAL	2143	FT	\$56.50	\$121,079.50
COB60605	BARRIER YARD CURB, SPECIAL	137	FT	\$60.00	\$8,220.00
42300200	PCC DRIVEWAY PAVEMENT, 6"	162	SY	\$100.00	\$16,200.00
42400100	PCC SIDEWALK, 4"	17169	SF	\$9.40	\$161,388.60
42400300	PCC SIDEWALK, 6"	5116	SF	\$10.10	\$51,671.60
42400410	PCC SIDEWALK, 8"	514	SF	\$10.75	\$5,525.50
COB42401	PCC SIDEWALK RAMP, 6"	2260	SF	\$23.00	\$51,980.00
44000600	SIDEWALK REMOVAL	25114	SF	\$2.95	\$74,086.30
42400800	DETECTABLE WARNINGS	338	SF	\$35.00	\$11,830.00
COB21100	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	39	SF	\$6.00	\$234.00
COB21110	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	551	SF	\$3.00	\$1,653.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$10,000.00	\$10,000.00
620	CONTINGENCY	1	LS	\$125,000.00	\$125,000.00
SUBTOTAL					\$769,859.00

Alternate

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20200100	EARTH EXCAVATION	344	SF	\$2.00	\$688.00
BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	18	IN-FT	\$40.00	\$720.00
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	160	SF	\$2.00	\$320.00
44000200	DRIVEWAY PAVEMENT REMOVAL	24	SY	\$27.00	\$648.00
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	82	FT	\$14.50	\$1,189.00
COB60602	COMB CONC CURB & GUTTER (SPOT PLACEMENT), SPECIAL	82	FT	\$57.50	\$4,715.00
COB60605	BARRIER YARD CURB, SPECIAL	46	FT	\$60.00	\$2,760.00
42300200	PCC DRIVEWAY PAVEMENT, 6"	24	SY	\$100.00	\$2,400.00
42400100	PCC SIDEWALK, 4"	1219	SF	\$9.40	\$11,458.60
42400300	PCC SIDEWALK, 6"	176	SF	\$10.10	\$1,777.60
COB42401	PCC SIDEWALK RAMP, 6"	130	SF	\$23.00	\$2,990.00
44000600	SIDEWALK REMOVAL	1547	SF	\$2.95	\$4,563.65
42400800	DETECTABLE WARNINGS	16	SF	\$35.00	\$560.00
COB21100	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	22	SF	\$6.00	\$132.00
COB21110	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	344	SF	\$3.00	\$1,032.00
SUBTOTAL					\$35,953.85

TOTAL \$805,812.85

FY 2024 Streets Capital Improvement (Asphalt & Concrete) Fund Capital Project Summary

<u>Program</u>	<u>Budget</u>		<u>Bid Award</u>		<u>Final Expenditure</u>		<u>Unencumbered</u>	
			As of 2/26/2024	As of 2/26/2024	As of 2/26/2024	As of 2/26/2024	As of 2/26/2024	As of 2/26/2024
FY 2024 Multi-Year Street and Alley Resurface Program (40120200-72530)								
General Resurfacing - Phase I (PO 20240311)	\$	4,790,000.00	4,039,820.24	-	-	750,179.76		
General Resurfacing - Phase II (Bid 2024-24)	\$	1,700,000.00	1,344,032.66	-	-	355,967.34		
Pavement Preservation: Chip Seal (PO 20240215)	\$	130,000.00	141,466.73	126,670.27		3,329.73		
Pavement Preservation: Rejuvenator (PO 20240173)	\$	130,000.00	91,018.90	92,956.46		37,043.54		
Pavement Preservation: High-Pressure Slurry Seal (PO 20240187)	\$	650,000.00	612,148.80	570,990.70		79,009.30		
Street, Alley & Sidewalk Maintenance (PO 20240062)	\$	300,000.00	300,000.00	-	-	-		
Subtotal =	\$	7,700,000.00	\$ 6,528,487.33	\$ 790,617.43	\$	1,225,529.67		
FY 2024 Multi-Year Sidewalk and Ramp Replacement Program (40120200-72560)								
Sidewalk and Curb Ramp Replacement Program - Phase I (PO 20240313) (2)	\$	2,000,000.00	2,383,347.05	-	-	(383,347.05)		
Sidewalk and Curb Ramp Replacement Program - Phase II (Bid 2024-25) (2)	\$	300,000.00	805,812.85	-	-	(505,812.85)		
Subtotal =	\$	2,300,000.00	\$ 3,189,159.90	\$	\$	(889,159.90)		
Total =	\$	10,000,000.00	\$ 9,717,647.23	\$ 790,617.43	\$	336,369.77		

(1) The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund.

(2) A budget transfer from 40120200-72530 was / will be made to provide additional funding for this award.



City of Bloomington
Public Works
Kevin Kothe, Director
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION
ITB No. Bid #2024-25
FY24 General Sidewalk, Curb and Gutter Replacement Program - Phase 2
RESPONSE DEADLINE: January 11, 2024 at 10:05 am
Report Generated: Thursday, February 1, 2024

SELECTED VENDOR TOTALS

Vendor		Total
George Gildner Inc.		\$805,812.85
JG Stewart Contractors, Inc.		\$928,478.50

FY 2024 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM - PHASE II

BASE BID

FY 2024 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM - PHASE II				George Gildner Inc.		JG Stewart Contractors, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	COB60202	INLET TO BE ADJUSTED, SPECIAL	15	EA	\$325.00	\$4,875.00	\$399.75	\$5,996.25
X	COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	17	EA	\$2,700.00	\$45,900.00	\$3,075.00	\$52,275.00
X	COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	3	EA	\$325.00	\$975.00	\$495.00	\$1,485.00
X	COB60208	VALVE BOX TO BE RECONSTRUCTED, SPECIAL	1	EA	\$1,350.00	\$1,350.00	\$1,200.00	\$1,200.00
X	COB44206	PAVEMENT PATCHING, 6" SPECIAL	67	SY	\$100.00	\$6,700.00	\$101.00	\$6,767.00

EVALUATION TABULATION

ITB No. Bid #2024-25

FY24 General Sidewalk, Curb and Gutter Replacement Program - Phase 2

FY 2024 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM - PHASE II									
Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc.		JG Stewart Contractors, Inc.		
					Unit Cost	Total	Unit Cost	Total	
X	COB60205	NEW FRAME AND GRATE, TYPE 3	21	EA	\$750.00	\$15,750.00	\$841.32	\$17,667.72	
X	COB60211	STORM SEWER, SPECIAL	72	FT	\$235.00	\$16,920.00	\$252.15	\$18,154.80	
X	20200100	EARTH EXCAVATION	431	SF	\$2.00	\$862.00	\$2.46	\$1,060.26	
X	BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	60	IN-FT	\$40.00	\$2,400.00	\$40.59	\$2,435.40	
X	BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	660	SF	\$2.00	\$1,320.00	\$1.85	\$1,221.00	
X	BLM00005	HIGH EARLY STRENGTH PCC SIDEWALK, 6"	100	SF	\$11.10	\$1,110.00	\$11.93	\$1,193.00	
X	44000200	DRIVEWAY PAVEMENT REMOVAL	65	SY	\$27.00	\$1,755.00	\$33.21	\$2,158.65	
X	COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	2143	FT	\$14.50	\$31,073.50	\$15.38	\$32,959.34	
X	COB60602	COMB CONC CURB & GUTTER (SPOT PLACEMENT), SPECIAL	2143	FT	\$56.50	\$121,079.50	\$67.65	\$144,973.95	
X	COB60605	BARRIER YARD CURB, SPECIAL	137	FT	\$60.00	\$8,220.00	\$61.50	\$8,425.50	
X	42300200	PCC DRIVEWAY PAVEMENT, 6"	162	SY	\$100.00	\$16,200.00	\$110.70	\$17,933.40	
X	42400100	PCC SIDEWALK, 4"	17169	SF	\$9.40	\$161,388.60	\$11.01	\$189,030.69	
X	42400300	PCC SIDEWALK, 6"	5116	SF	\$10.10	\$51,671.60	\$11.81	\$60,419.96	
X	42400410	PCC SIDEWALK, 8"	514	SF	\$10.75	\$5,525.50	\$12.61	\$6,481.54	

EVALUATION TABULATION

Invitation to Bid - FY24 General Sidewalk, Curb and Gutter Replacement Program - Phase 2

Page 2

EVALUATION TABULATION

ITB No. Bid #2024-25

FY24 General Sidewalk, Curb and Gutter Replacement Program - Phase 2

FY 2024 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM - PHASE II							George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	COB42401	PCC SIDEWALK RAMP, 6"	2260	SF	\$23.00	\$51,980.00	\$26.45	\$59,777.00		
X	44000600	SIDEWALK REMOVAL	25114	SF	\$2.95	\$74,086.30	\$3.26	\$81,871.64		
X	42400800	DETECTABLE WARNINGS	338	SF	\$35.00	\$11,830.00	\$33.21	\$11,224.98		
X	COB21100	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	39	SF	\$6.00	\$234.00	\$7.38	\$287.82		
X	COB21110	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	551	SF	\$3.00	\$1,653.00	\$3.69	\$2,033.19		
X	COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$10,000.00	\$10,000.00	\$36,000.00	\$36,000.00		
X	620	CONTINGENCY	1	LS	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00		
Total						\$769,859.00		\$888,033.09		

FY 2024 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM - PHASE II

ALTERNATE BID

FY 2024 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM - PHASE II							George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	20200100	EARTH EXCAVATION	344	SF	\$2.00	\$688.00	\$2.46	\$846.24		
X	BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	18	IN-FT	\$40.00	\$720.00	\$40.59	\$730.62		

EVALUATION TABULATION

Invitation to Bid - FY24 General Sidewalk, Curb and Gutter Replacement Program - Phase 2

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EVALUATION TABULATION

ITB No. Bid #2024-25

FY24 General Sidewalk, Curb and Gutter Replacement Program - Phase 2

FY 2024 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM - PHASE II									
Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc.		JG Stewart Contractors, Inc.		
					Unit Cost	Total	Unit Cost	Total	
X	BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	160	SF	\$2.00	\$320.00	\$1.85	\$296.00	
X	44000200	DRIVEWAY PAVEMENT REMOVAL	24	SY	\$27.00	\$648.00	\$33.21	\$797.04	
X	COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	82	FT	\$14.50	\$1,189.00	\$15.38	\$1,261.16	
X	COB60602	COMB CONC CURB & GUTTER (SPOT PLACEMENT), SPECIAL	82	FT	\$57.50	\$4,715.00	\$62.00	\$5,084.00	
X	COB60605	BARRIER YARD CURB, SPECIAL	46	FT	\$60.00	\$2,760.00	\$61.50	\$2,829.00	
X	42300200	PCC DRIVEWAY PAVEMENT, 6"	24	SY	\$100.00	\$2,400.00	\$110.70	\$2,656.80	
X	42400100	PCC SIDEWALK, 4"	1219	SF	\$9.40	\$11,458.60	\$11.01	\$13,421.19	
X	42400300	PCC SIDEWALK, 6"	176	SF	\$10.10	\$1,777.60	\$11.81	\$2,078.56	
X	COB42401	PCC SIDEWALK RAMP, 6"	130	SF	\$23.00	\$2,990.00	\$26.45	\$3,438.50	
X	44000600	SIDEWALK REMOVAL	1547	SF	\$2.95	\$4,563.65	\$3.26	\$5,043.22	
X	42400800	DETECTABLE WARNINGS	16	SF	\$35.00	\$560.00	\$33.21	\$531.36	
X	COB21100	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	22	SF	\$6.00	\$132.00	\$7.38	\$162.36	
X	COB21110	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	344	SF	\$3.00	\$1,032.00	\$3.69	\$1,269.36	
Total						\$35,953.85		\$40,445.41	

EVALUATION TABULATION

Invitation to Bid - FY24 General Sidewalk, Curb and Gutter Replacement Program - Phase 2

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CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the Property Located at 1706 E. Hamilton Road, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

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

BACKGROUND: The Applicant, Glass America, is requesting approval of a Special Use Permit to allow a Vehicle Repair & Service use for the property located at 1706 E. Hamilton Road.

Summary of Request:

- The proposed Vehicle Repair & Service use would occupy a vacant building formerly occupied as a Construction Services use.
- A Special Use Permit is required for this use in the B-1 (General Commercial) District.
- No exterior modifications are proposed.
- Eight parking spaces currently exist at the property, which meets or exceeds the minimum off-street parking requirements.

On Wednesday, January 17, 2024, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval, and voted 7-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Tuesday, January 2, 2024, and courtesy notices were mailed to 10 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved, the location may generate additional Property Tax Revenues. In addition, construction materials may generate additional sales tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objective ED-4.2 (Prioritize infill and

redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Staff Report](#)

[E&CD 1D Draft Minutes](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR VEHICLE REPAIR & SERVICE IN THE
B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 1706 E.
HAMILTON ROAD**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for Vehicle Repair & Service, for the property located at 1706 E. Hamilton Road, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a Site Plan, illustrated in Exhibit “B” and hereinafter referred to as “Plan”, which is attached hereto and made part hereof by this reference;” and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use set forth in Bloomington City Code § 44-1707; and

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance, with no conditions; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Special Use.

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

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

Section 2. That the Special Use Permit for Vehicle Repair & Service, for the property at 1706 E. Hamilton Road, legally described in Exhibit “A” and illustrated in Exhibit “B”, is hereby approved.

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

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

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

Section 6. This Ordinance shall be effective immediately after its approval and publication as

required by law.

PASSED this 26th day of February 2024.

APPROVED this _____ day of February 2024.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

LOT 18 IN COMMERCE PARK SUBDIVISION, EIGHTH ADDITION TO THE CITY OF BLOOMINGTON,
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1992, AS DOCUMENT NO. 92-18119,
IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-15-179-006

EXHIBIT B

Site Plan



TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: January 17, 2024

CASE NO: SP-01-24, Special Use Permit for Vehicle Repair & Service

REQUEST: Public hearing, review, and action on a petition submitted by Glass America requesting approval of a Special Use Permit for a Vehicle Repair & Service Use in the B-1 (General Commercial) District, for the property located at 1706 E. Hamilton Road. PIN: 21-15-179-006.

BACKGROUND

Request:

The Applicant seeks a Special Use Permit to allow a Vehicle Repair & Service in the B-1 (General Commercial) District, per § 44-502B which indicates Vehicle Repair & Service may be permitted as Special Uses in the B-1 District. No waivers to Use Provisions are requested. The Applicant proposes to minimally modify the interior to accommodate the proposed use. There are no anticipated exterior modifications proposed for the property at this time. According to the Applicant, the property will be primarily utilized for vehicle windshield repair and replacement. Any servicing of vehicles would occur in the existing two service bays at the property.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, January 2, 2024. Courtesy notices were mailed to 10 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The subject property consists of 0.75 acres of land located near the intersection of E. Hamilton Road and Commerce Parkway. The structure on the property is currently vacant and was most recently occupied as a Construction Services Use. Neighboring properties contain a mix of commercial and manufacturing-type uses. An active railroad line is located directly to the rear of the subject property.

Surrounding Zoning and Land Uses:

Zoning		Land Uses
North	B-1 (General Commercial)	Office / Construction Services
South	County M-2 (General Manufacturing)	Railroad Property
East	M-1 (Restricted Manufacturing)	Construction Services
West	B-1 (General Commercial)	Vehicle Repair & Service

Description of Current Zoning District:

The B-1 (General Commercial) District is intended to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types. (§ 44-501A).

Subject Code Requirements:

§ 44-502B, "Allowed Uses Table" indicates Vehicle Repair & Service permitted as a Special Use in the B-1 District.

§ 44-1034, Vehicle Repair and Service Use Provisions.

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all of the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit for Vehicle Sales & Service in the B-1 (General Commercial) District.

1. **The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The establishment, maintenance, and operation of a Vehicle Repair & Service Use is appropriate for this location and will not be detrimental to the public health, safety, comfort, or general welfare of the other surrounding uses. ***Standard is met.***

2. **The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The designation on the City's Future Land Use Map for this area is "Employment Center"; the proposed Special Use would not have a negative impact on other uses appropriate for within that designation. The Special Use would contribute to Goal ED-4 (Enhance the image of Bloomington as a business-friendly City), and Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City) of the 2035 Comprehensive Plan. The proposed Special Use can be expected to maintain property values within the neighborhood by ensuring active occupancy and maintenance of the property. ***Standard is met.***

3. **The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The proposed use is consistent with the character of other uses in the area. The uses adjacent to the site include a Vehicle Sales & Service Use and other compatible commercial or manufacturing-type uses. The addition of this Use does not result in a violation of § 44-1034A. ***Standard is met.***

4. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

City water and sewer are already available to the property, roadway and sidewalk access is existing. ***Standard is met.***

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Ingress and egress are provided by an existing curb cut along Commerce Parkway. No exterior modifications are proposed with this request. Existing vehicle and parking standards on the surface lot at the site are also adequate and meet Code requirements. ***Standard is met.***

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The Use would be required to meet the standards for the District, including any provisions for bulk requirements, although no exterior modifications are proposed. No waivers are requested or provided as part of this Special Use Permit. ***Standard is met.***

STAFF RECOMMENDATION

Staff finds that the application ***meets*** all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

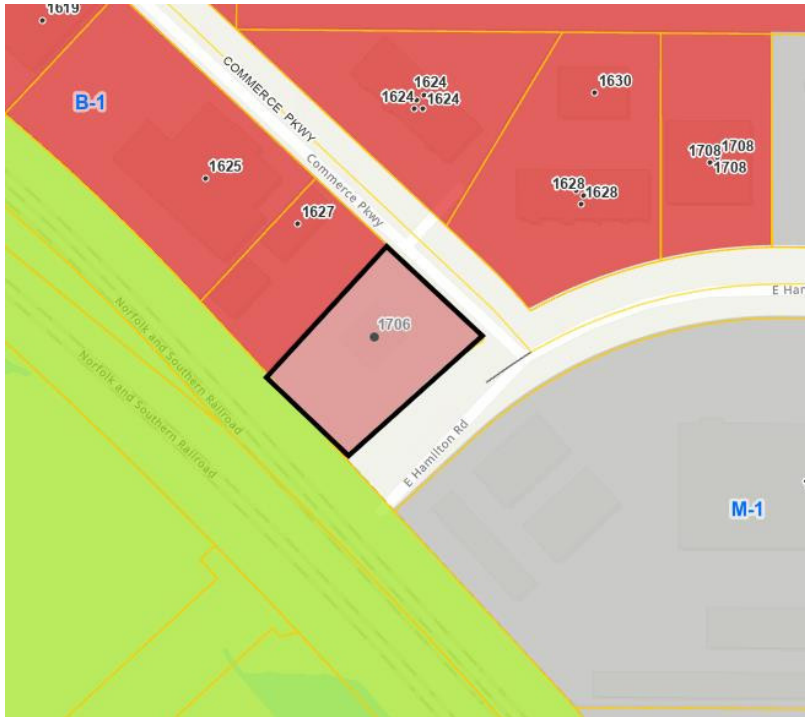
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the request with no conditions.

Respectfully submitted,
Jon Branham
City Planner

Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level Views
4. Site Plan
5. Archival Site Plan (c. 1995)
6. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



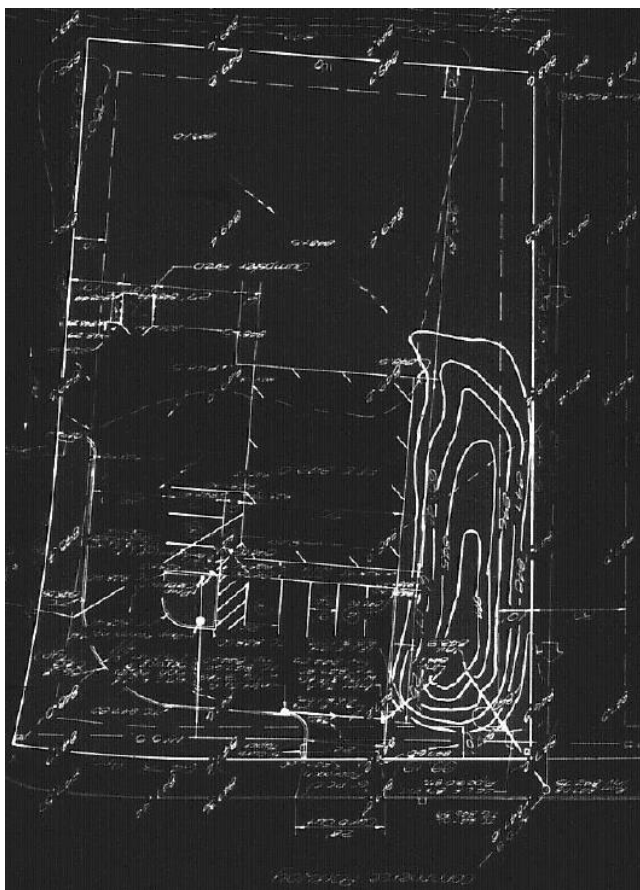
Attachment 3- Ground-Level Views



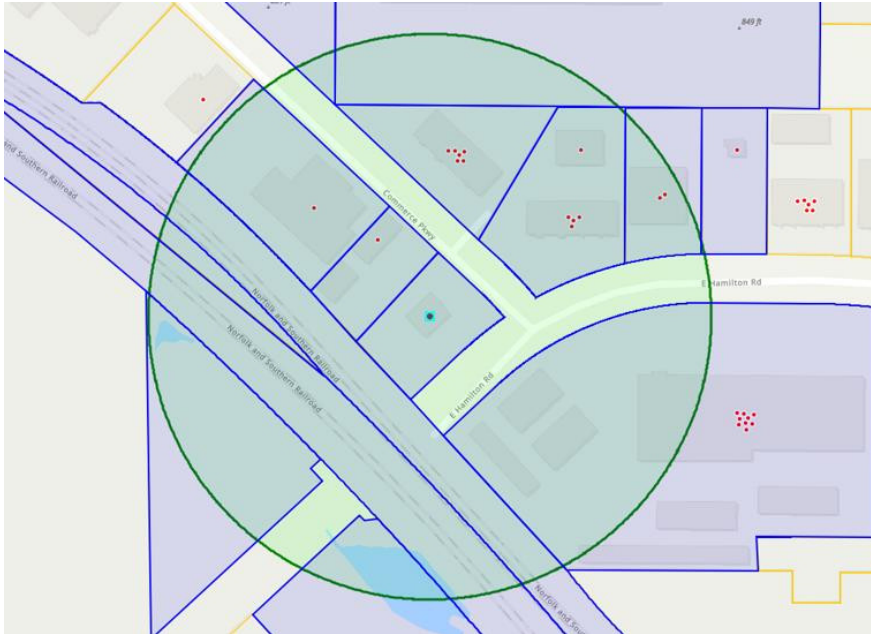
Attachment 4 - Site Plan



Attachment 5 - Archival Site Plan (c. 1995)



Attachment 6 - Neighborhood notice map



Regular Agenda

The following item was presented:

Item 5.A. SP- 01- 24 - Public hearing, review, and action on a request submitted by Glass America, for approval of a Special Use Permit for a Vehicle Repair & Service Use, in the B-1 (General Commercial) District for the property located at 1706 E. Hamilton Road (PIN: 21-15-179-006).

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He explained that the proposed use of Vehicle Repair & Service requires a Special Use Permit in the B-1 (General Commercial) District. He noted the applicant plans to minimally modify the interior of the property. No exterior modifications are proposed. He reviewed other conditions of the site and the surrounding properties.

Vice Board Chair Ballantini inquired whether the property was currently occupied.

Mr. Branham noted that it is currently unoccupied and previously was used for Construction Services.

Rusty Robins (1706 Hamilton Road), Applicant, clarified the activities that would occur within the building. He stated the business provides glass services for vehicles such as windshield repair, calibrations, and replacement. He noted that they are leasing the property.

Board Chair Straza closed the public hearing.

Board Member Harris made a motion, seconded by Board Member Webb, to establish findings of fact that all standards for approval of a Special Use Permit are met and to recommend approval of the request submitted by Glass America for a Special Use Permit for a Vehicle Repair and Service Use in the B-1 (General Commercial) District, for the property located at 1706 E. Hamilton Road.

Roll call.

AYES: Board Chair Straza; Vice Board Chair Ballantini; Board Member Webb; Board Member Harris; Board Member Zwaga; Board Member Foley

Motion passed.

New Business

Mr. Branham presented a variety of potential text amendments to receive input from the Board. He noted the updates would include removing the Special Use Permit requirement from chicken-keeping and permitting six-foot-tall fences in portions of the Required Front Yard on corner lots.

Board Member Williams arrived at 4:10PM.

DRAFT MEETING MINUTES
ZONING BOARD OF APPEALS - REGULAR SESSION
WEDNESDAY, JANUARY 17, 2024, 4:00 PM



CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 6, 7, And 31 Pertaining to Alcohol and Licenses Administered by the City Clerk, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: At the request of City Council, the City Clerk Department completed a thorough license audit over the summer of 2023 and brought to Council two major Code updates in the fall/winter of 2023. As the City Clerk Department rolls out the changes approved by Council a few minor edits have been noticed and are brought forward for Council consideration via this memo.

The following updates are recommended:

- Chapter 6 Alcoholic Beverages
 - Allow consumption of alcohol at Miller Park Zoo under a permit issued by the City Clerk instead of requiring a Special Event Permit issued by the Economic & Community Development Department. This will allow the venue to operate similarly to the BCPA or the Arena when booking special events.
- Chapter 7 Amusements
 - Decrease insurance requirements for Entertainment Venue Operators from \$1,000,000 general / \$5,000,000 excess to \$1,000,000 general / \$1,000,000 excess. The insurance thresholds recommended by City advisors and originally approved in December of 2023 were found to be too high and financially burdensome for businesses to obtain. The new limits will provide sufficient coverage protecting the community using City venues while also being financially reasonable for businesses to obtain.
- Chapter 31 Parks and Cemeteries
 - Additional edits are required for this Chapter to meet the changes described for Miller Park Zoo under the Chapter 6 recommendations above.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City Clerk Department worked with local insurance agencies, brokers, and licensees to discuss the need for changes.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-2 (Foster a culture of entrepreneurship), Objective ED-2.1 (Promote access to resources, funding, and information); and Goal ED-4 (Enhance the image of Bloomington as a business-friendly community), Objective ED-4.5 (Identify and reduce barriers for local growth and economic development)

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:
[CLK 2B Ordinance](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTERS 6, 7,
AND 31 PERTAINING TO ALCOHOL AND LICENSES ADMINISTERED BY THE CITY CLERK**

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, the City Council is responsible for managing the City Code; and

WHEREAS, the City Clerk, along with the Departments of Parks & Recreation and Economic & Community Development (hereinafter “ECD”), desire to amend City Code Chapters 6 and 31 to allow for consumption of alcohol at Miller Park Zoo under a permit issued by the City Clerk instead of under a Special Event Permit issued by ECD; and

WHEREAS, the City Clerk further desires to amend City Code Chapter 7 to reduce the insurance requirements for Entertainment Venue Operators setting more reasonable limits.

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

SECTION 1. That Chapters 6, 7, and 31 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 3. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall take effect immediately after passage.

SECTION 5. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 26th day of February 2024.

APPROVED this ____ day of February 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Chapter 6
Alcoholic Beverages

§ 6-133: [Ch. 6, Sec. 26] No sale, gift, or delivery to or by a person under the age of 21 years or an incompetent - illegal purchase or procurement - illegal possession - parents' responsibility.

D. It shall be illegal for any person to have any alcoholic beverage in an open container in their possession on any street or highway or upon any other public property, except at the following locations:

(6) Possession of all types of alcohol is permitted inside the Miller Park Zoo located at 1020 S. Morris Ave. within Miller Park under the following conditions:

(a) Alcohol shall only be procured from and served by the Miller Park Zoo licensed with a Class "EA" or "EB", or by an individual or entity with a Class "W", "NP", or an "E", "T", or "R" liquor license holder who has obtained a Class "SA" or "SB" license for that location;

(b) Possession of open alcohol other than that procured from the sources enumerated in Subsection D(6)(a) shall be prohibited;

(c) All state and local liquor control laws must be obeyed;

(d) All rules and regulations for the Miller Park Zoo must be obeyed.

(67) Possession of open alcohol is permitted for a special event on any street, sidewalk, or upon any other public property under the following conditions:

Chapter 7
Entertainment Venues & Amusements

§ 7-106 [Ch. 7, Sec. 6] Bond and insurance requirements; termination of licenses.

C. Each licensee prior to receiving a license, shall procure and maintain for the duration of the license, a minimum amount of \$1,000,000 general liability insurance and a minimum of ~~\$5,000,000~~\$1,000,000 excess liability insurance, which shall name the City of Bloomington, its officers and employees as additional insureds and the same shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days advance written notice to the City. Proof of such insurance, issued by an insurance company licensed to do business in the State of Illinois in the form of a certificate of insurance, shall be attached to the application.

Chapter 31
Parks and Cemeteries

Article VII Behavior in Parks

§ 31-701 [Ch. 31, Sec. 701] Alcoholic liquor or controlled substance - prohibition.

E. Notwithstanding the provisions of Subsections A, B and C, the possession and consumption of beer and wine may be permitted at Miller Park Pavilion, Miller Park Zoo, and Davis Lodge, pursuant to a permit issued by the City Clerk under Chapter 6, § 6-133D.



CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on 1) an Ordinance Dissolving the Property Maintenance Review Board, and Merging the Functions Performed by that Board with Those of the Building Board of Appeals, and 2) Approving the Minutes of the September 1, 2020, Special Property Maintenance Review Board Meeting, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance and 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 Property Maintenance Review Board was established in 2011 for the purpose of hearing appeals with regard to property maintenance violations. There have not been any appeals to bring before the Board for consideration since August of 2011, and as a result, the Property Maintenance Review Board has had difficulty keeping a full membership.

To be considerate of the time and commitment of those who volunteer to serve on the City's Boards and Commissions, staff believe transitioning the duties of the Property Maintenance Review Board to the Building Board of Appeals is a better use of resources. The Building Board of Appeals is comprised of 9 members, with 2 expert members from each field, electrical, plumbing, building, and HVAC, and one at-large member. The additional responsibilities for the Building Board of Appeals will include: to conduct hearings and decide on initiated appeals from any order, requirement, decision, or determination made by the Director of Economic & Community Development, interpretation of the Property Maintenance Code, Chapter 45 of the City Code and related amendments.

The last meeting of the Property Maintenance Review Board was on September 1, 2020, concerning the adoption of the 2018 International Property Maintenance Code. As the governing body, the City Council has the authority to approve the final meeting minutes for the Property Maintenance Review Board.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Current Property Maintenance Review Board Members (4) and Building Board of Appeals Members (7)

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Carey Snedden, Code Enforcement Manager

ATTACHMENTS:

[E&CD 2B Ordinance](#)

[ECD 2C PMRB Draft Minutes 09/01/20](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE DISSOLVING THE PROPERTY MAINTENANCE REVIEW BOARD, AND MERGING THE FUNCTIONS PERFORMED BY THAT BOARD WITH THOSE OF THE BUILDING BOARD OF APPEALS

WHEREAS, the Property Maintenance Review Board was established in 2011 for the purpose of hearing appeals with regard to property maintenance violations; and

WHEREAS, there have not been any appeals to bring before the board for consideration since August of 2011, and as a result, the Property Maintenance Review Board has had difficulty keeping a full membership; and

WHEREAS, the Building Board of Appeals is comprised of nine (9) members, with two (2) expert members from each field, electrical, plumbing, building and HVAC, and one at-large member; and

WHEREAS, the Building Board of Appeals currently hears appeals, makes code interpretations and recommendations pertaining to general, mechanical, electrical or plumbing construction.

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

Section 1. Bloomington City Code Section 2-302A is hereby amended by deleting “Property Maintenance Review Board” from the list of Boards and Commissions.

Section 2. That Bloomington City Code Sections 2-302, 10-212, 10-401, 45-102, 45-201, 45-309, and 45-318, are hereby amended by deleting each occurrence of “Property Maintenance Review Board” and inserting in its place “Building Board of Appeals”.

Section 3. That Bloomington City Code 45-201, Sec. 1000.0, Property Maintenance Review Board is deleted in its entirety.

Section 4. That Bloomington City Code section 10-212 shall be amended to read as follows (New language is depicted by underlines. Deletions are indicated by strikeouts.):

§ 10-212[Ch. 10, Sec. 23] Building Board of Appeals.

A. There is hereby created a Building Board of Appeals consisting of nine members. The members of the Board shall be individuals who are qualified by experience and training to decide upon matters pertaining to building construction and shall have the specific qualifications of each discipline set forth in this section. Three members shall represent general construction, and two members each shall represent the disciplines of mechanical construction, electrical construction and plumbing.

(1) General construction. A general construction representative must be a licensed architect, licensed structural engineer, an individual having a minimum of a Master's degree in construction technology or related field, or an individual

having a minimum of five years of experience in general construction.

(2) Mechanical construction. A mechanical construction representative must be a licensed mechanical engineer or a licensed HVAC contractor with a minimum of five years of experience in HVAC installation and maintenance.

(3) Electrical construction. An electrical construction representative must be a licensed electrical engineer or a licensed electrical contractor with a minimum of five years of experience in electrical installation and maintenance, or a graduate of a U.S. Department of Labor electrical apprenticeship program with a minimum of five years of experience in electrical installation and maintenance.

[Amended 10-12-2020 by Ord. No. 2020-67]

(4) Plumbing construction. A plumbing construction representative must be a licensed plumber with a minimum of five years of experience in plumbing or a licensed professional engineer or licensed architect, an individual with a minimum of a Bachelor's Degree in environmental science.

B. The Mayor, with the consent of the City Council, shall make appointments to the Building Board of Appeals. The initial board shall consist of representatives appointed for staggered terms with three representatives each appointed to serve a two, three, or four-year term. Effective May 1, 2014, a person appointed to the Board shall serve a term of three years. This term may be extended after the three years for no more than two additional three-year terms. Members of the Board shall serve no more than three consecutive three-year terms (a total of nine years). The Board shall designate one of its members to serve as Chairperson. The Chairperson shall serve a one-year term and may be reappointed. The Director of Economic & Community Development or his designee shall serve as an advisor to the Board and may act as its Secretary. Vacancies among Board members shall be filled for the unexpired term in the same manner as original appointments.

[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]

C. The Building Board of Appeals shall have the following functions:

(1) To hear and decide all appeals from rulings or determinations made by the Director of Economic & Community Development or department staff pursuant to this chapter, Chapter 15, (the Electrical Code), Chapter 34, (the Plumbing Code), or Chapter 45, (Property Maintenance Code). In any appeal pertaining to general, mechanical, electrical or plumbing construction, at least one board member representing the discipline at issue must attend and participate in the appeal hearing and deliberations, unless such participation would be prohibited by law. In the event a board member from the discipline at issue is unavailable, the appeal shall be continued in an expeditious manner to a date upon which a representative from the discipline at issue and quorum of the Board can be present.

[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]

To conduct public hearings and decide duly initiated appeals from any order, requirement, decision or determination made by the Director of Economic & Community Development or code enforcement officials in the enforcement of

Chapter 45 of the Bloomington City Code.

(2) To hear appeals related to applications for HVAC and electrical contractor licenses. In any such appeal, at least one board member representing electrical construction must attend and participate in the appeal hearing and deliberations.

(3) To conduct hearings on revocation or suspension of licenses, or the levying of fines against licensees.

(4) To serve as the "Board of Appeals" as that term is used in the various International construction and property maintenance codes adopted by the City of Bloomington. ~~All appeals of decisions and determinations made under the International Property Maintenance Code or Chapter 45 of this Code shall be heard and reviewed by the Property Maintenance Board of Review as provided in that Chapter.~~

(5) To examine and review background, general practical knowledge, prerequisites and qualifications required to sit for the practical examinations for electricians and mechanical contractors as required in this chapter and Chapter 15 of this Code.

(6) To recommend to the City Council reasonable rules and regulations governing the issuance of permits by the Director of Economic & Community Development Department under this chapter.

[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]

(7) To recommend to the City Council reasonable fees to be paid for the inspections performed by personnel of the Economic & Community Development Department of the City of Bloomington under this chapter.

[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]

(8) To interpret the Property Maintenance Code, Chapter 45 of the City Code and related amendments.

(9) To make recommendations to the City Council concerning amendments to the Property Maintenance Code, Chapter 45.

(10) To perform such other duties as may be given or assigned by the City Council.

(11) The Building Board of Appeals, in concurrence with the Director of Economic & Community Development, shall have the authority to provide for experimental programs or pilot studies, including studies which would allow for the installation of materials or methods which are otherwise prohibited by City of Bloomington ordinance. In determining whether to approve such studies or pilot programs, the Building Board shall consider the health and safety of the residents of the City of Bloomington, the likely future use of the product or method sought to be used, and the expected benefit of the intended material or method. Any program or study approved shall be limited in duration and scope such that a reasonable assessment can be made of the material or method. The Director of Economic & Community Development shall report regularly to the Building Board of Appeals on the effectiveness of such material or method

approved for a pilot program or study.

[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]

D. Quorum. Five members of the Board shall constitute a quorum. All decisions shall require an affirmative vote of a simple majority of the Board members present. No member of the Board shall consider or vote on any question in which he, or any corporation, limited liability company, or other legal entity in which he is a shareholder or member, is financially interested to an extent greater than other persons, firms or corporations performing or in business to perform comparable work.

E. Meetings and records. Meetings of the Board shall be held bi-annually, or at the call of the Chairperson or such other times as the Board may determine. All hearings before the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member on every question. If a member is absent or fails to vote, the minutes shall so indicate. The Board shall also keep records of its other official actions. Such minutes and such records shall be public records.

F. Appeal procedure.

[Ord. No. 2018-89; 8-10-2020 by Ord. No. 2020-53]

(1) Application for appeal. Any application for appeal shall be made within 10 days from the date of the decision appealed from, by filing with the Director of Economic & Community Development a Notice of Appeal specifying the grounds for the appeal. The Director of Economic & Community Development shall transmit to the Board of Appeals the Notice of Appeal and all papers or documents on which the matter appealed from is based.

(2) Any petition for a variance/interpretation from the Building Board of Appeals shall be filed with the Economic & Community Development Department, accompanied by a fee as set forth in the Schedule of Fees, payable to the City of Bloomington. Each additional petition in a multiple petition shall be charged a fee as set forth in the Schedule of Fees.

(3) Decision of the Board of Appeals. Every decision of the Board shall be in writing and shall be filed in the office of the Director of Economic & Community Development within 10 business days of the date of the hearing on the appeal and served either by personal delivery, email, or regular mail on the party initiating the appeal.

(4) If a decision of the Board of Appeals reverses or modifies a decision of the Director of Economic & Community Development, the Director of Economic & Community Development shall take action immediately in accordance with such decision. The decision of the Board shall be final, subject only to judicial review.

G. Rules and regulations. The Board may establish rules and regulations for its own procedure not inconsistent with the provisions of this chapter.

[Ord. No. 2017-96]

Section 5. That Bloomington City Code section 10-401 shall be amended to read as follows (New language is depicted by underlines. Deletions are indicated by strikeouts.):

§ 10-401 Modifications [Sec. 113.4] Fee for Appeals.

(a) Any petition for ~~a variance/interpretation from~~ an appeal to the Building Board of Appeals shall be filed with the Economic & Community Development Department, accompanied by a fee in an amount as set forth in the Schedule of Fees payable to the City of Bloomington. Each extra petition in a multiple petition shall be charged a fee in an amount as set forth in the Schedule of Fees. ~~Any variance involved with Property Maintenance Code will be charged an amount as set forth in the Schedule of Fees per initial variance with an amount as set forth in the Schedule of Fees charged for each additional variance.~~

(b) Any application for ~~a variance/interpretation~~ an appeal to this Code provided by the City Council, Zoning Board of Appeals, Building Board of Appeals, ~~Property Maintenance Review Board~~, City staff or Regional Planning Commission staff shall be exempted from the requirements of this section.

Section 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 7. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 8. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 26th day of February 2024.

APPROVED this ____ day of February 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



MINUTES

PUBLISHED BY THE AUTHORITY OF THE PROPERTY MAINTENANCE REVIEW BOARD OF BLOOMINGTON, ILLINOIS SPECIAL MEETING

Tuesday, September 1, 2020, 7:00 P.M.
Council Chambers, City Hall
109 East Olive Street, Bloomington, Illinois
WWW.CITYBLM.ORG/LIVE

1. CALL TO ORDER

The Meeting was called to order by Chairperson Capodice at 7:06 p.m.

2. ROLL CALL

The Property Maintenance Review Board convened the Special Meeting virtually via Zoom conferencing with Bob Mahrt, Carey Snedden, Chris McAllister, and Robert Garcia, Board Member, in-person in City Hall's Council Chambers. All other Board Members participated remotely on Tuesday, September 1, 2020. The meeting was live-streamed to the public at www.cityblm.org/live.

Attendee Name	Title	Status
Mr. John Capodice	Chairperson	Remote
Ms. Kate Brunk	Board Member	Remote
Mr. Kelby Cumpston	Board Member	Remote
Mr. Mark Fetzer	Board Member	Remote
Mr. Robert Garcia	Board Member	Present
Mr. Rodney Smithson	Board Member	Remote
Mr. Noah Tang	Board Member	Remote
Mr. George Boyle	Assistant Corporation Counsel	Remote
Mr. Carey Snedden	Code Enforcement Division Manager	Present
Mr. Chris McAllister	Building Official	Present
Ms. Katie Simpson	City Planner	Remote
Mr. Bob Mahrt	Community Development Director	Present

COVID-19

This meeting was being held virtually via live stream pursuant to the gubernatorial executive order 2020-07, Section 6. Public comment was accepted until 15 minutes before the start of the meeting. Written public comment must have been emailed to publiccomment@cityblm.org and those wishing to speak live must have registered at <https://www.cityblm.org/register> at least 15 minutes prior to the meeting.

3. PUBLIC COMMENT

Chairperson Capodice asked for public comment from the audience for those items that were not listed on the Special Meeting Agenda. There were no public comments made.

4. MINUTES

A. Consideration, review and approval of Minutes of the February 20, 2020 meeting of the Property Maintenance Review Board.

Rodney Smithson made a motion for approval. Motion was seconded by Mark Fetzer. The motion was approved by a 5-0-2 vote as follows: Chairperson Capodice - YES; Ms. Brunk - ABSTAIN; Mr. Cumpston - YES; Mr. Fetzer - YES; Mr. Garcia - YES; Mr. Smithson - YES; Mr. Tang - ABSTAIN.

5. REGULAR AGENDA

A. PMRB-1-20 Public Hearing, review and action on proposed amendments to Chapter 45 of the Bloomington City Code related to the adoption of the 2018 edition of the International Property Maintenance Code.

Chairperson Capodice opened the public hearing.

Director Mahrt provided a general overview of the process to date for the amendments to Chapter 45 of the City Code and adoption of the 2018 International Property Maintenance Code (IPMC). He further reviewed the Staff Memorandum to the Board outlining the established amendments to the IPMC as shown on Exhibit "A" and the recommended minor amendments to Chapter 45 as shown on Exhibit "B".

Director Mahrt also provided the Board with correspondence received late on September 1, 2020 from Paul Scharnett with specific reference regarding consideration on appropriate language to enforce compliance with City codes for "Demolition by Neglect". Director Mahrt indicated that the correspondence would be made part of the meeting record.

Mr. Garcia requested staff to outline the major changes between the 2012, 2015 and 2018 IPMC Code. Director Mahrt referenced the attached Building Code Amendments spreadsheet and indicated that the major amendments included new provisions for adding the owner's authorized agent for responsibility of premises. This amendment now allows for secondary notifications to authorized agents (i.e. property managers). The amendments also included a complete re-write of Chapter

7 Fire Safety Requirements to better clarify fire system maintenance responsibilities.

Mr. Garcia also asked if there was a copy of the outreach letter referenced in the Staff Memorandum. Director Mahrt stated that the letter was not included within the memorandum, but was mailed to the over 1,200 registered landlords in the community to inform them of the pending public hearing and providing access to the Building Code Update webpage. Mr. Garcia further requested that Staff make a presentation before the Mclean County Landlord Association to make them aware of the pending amendments.

Mr. Cumpston further questioned the process to address “demolition by neglect”. There was continued discussion on potential adoption of a “demolition by neglect” ordinance and coordination between the Historic Preservation Commission and the Property Maintenance Review Board on this topic.

Mr. Boyle summarized the intent of the public hearing and to move forward with a recommendation to the City Council.

Chairperson Capodice called for any public testimony. There was none.

Chairperson Capodice closed the public hearing at 7:37 p.m.

Chairperson Capodice made a motion recommending approval of PMRB-1-20 to adopt the 2018 International Property Maintenance Code and amendments to Chapter 45 of the City Code as presented in the Staff Memorandum. Motion was seconded by Kelby Cumpston. The motion was approved by a 7-0 vote as follows: Chairperson Capodice - YES; Ms. Brunk - YES; Mr. Cumpston - YES; Mr. Fetzer - YES; Mr. Garcia - YES; Mr. Smithson - YES; Mr. Tang - YES.

6. OLD BUSINESS

Chairperson Capodice called for discussion of any Old Business. Mr. Cumpston questioned the status on a “Tenants Rights” pamphlet. Staff stated that project was still being researched.

7. NEW BUSINESS

- A. Appointment** - Noah Tang
- B. Appointment** - Kate Brunk

Chairperson Capodice welcomed the two new members to the Property Maintenance Review Board. Noah Tang and Katie Brunk both introduced themselves to the Board.

8. ADJOURNMENT

Chairperson Capodice made a motion to adjourn; seconded by Mr. Cumpston. The motion passed unanimously by roll call vote.

The meeting was adjourned at 7:44 p.m.

CITY OF BLOOMINGTON

ATTEST

John Capodice
Chairperson

Carey D. Snedden

Carey D. Snedden
Code Compliance Supervisor



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: February 26, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and Discussion of the Fiscal Year 2025 Budget Update, 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 Fiscal Year 2025 ("FY25") Budget is balanced but still being finalized. Budget totals, material assumptions, various revenue and expense exhibits, capital/infrastructure improvement targets - and the budget's impact on the community will be presented.

The FY25 Budget Presentation will be made available on the City's website (bloomingtonil.org) prior to the meeting. Stakeholders can locate this on the *Departments - Finance - Annual Budget - Budget Documents - FY2025* page of the website.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director