

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
APRIL 8, 2024**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

Deputy City Manager - Jeff Jurgens

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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



CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 8, 2024, 6:00 PM

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Proclamation for National Library Week, as requested by the Bloomington Public Library. *(Recommended Motion: None; Recognition only.)*

6. Public Comment

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

7. Consent Agenda

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

- A. Consideration and Action to Approve the Minutes of the March 11, 2024 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action on Approving Bills and Payroll in the Amount of \$5,817,805.41, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on Approving Reappointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Reappointments be approved.)*
- D. Consideration and Action on Approving the Purchase of Network Uninterruptible Power Supplies (UPS) through Anixter, Inc., in the Amount of \$90,339.42, as requested by the Information Technology Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and Action to Approve an Agreement with Donohue & Associates,

Inc., for the Fort Jesse Watermain and Enterprise Tower Construction Observation, in the Amount Not to Exceed \$565,700, as requested by the Water Department. (Recommended Motion: The proposed Agreement be approved.)

- F. Consideration and Action to Approve a Three-Year Contract with Kemira Water Solutions, Inc., for Ferric Sulfate (Bid #2024-34), in the Amount of \$343 per Ton Delivered, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)
- G. Consideration and Action to Approve a Contract with Carus, LLC, for Sodium Hexametaphosphate (Bid #2024-34), in the Amount of \$3,820 per Ton Delivered, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)
- H. Consideration and Action to Approve a Contract with Brenntag Mid-South, Inc., as a Limited Source, for Robin 120 Cationic Polymer, in the Amount of \$1.09 per Pound, and for Robin 30A Anionic Polymer, in the Amount of \$1.62 per Pound, for a Total Cost of \$96,000, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)
- I. Consideration and Action to Approve a Contract with Brenntag Mid-South, Inc., for Hydrofluosilicic Acid (Bid #2024-34), in the Amount of \$559 per Ton on a 40,000-Pound Shipment, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)
- J. Consideration and Action to Approve a Contract with Linde, Inc. for Carbon Dioxide (Bid #2024-34), in the Amount of \$275 per Ton Delivered, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)
- K. Consideration and Action to Approve a Three-Year Contract with Tanner Industries, Inc. for Anhydrous Ammonia (Bid #2024-34), in the Amount of \$1,840 per Ton Delivered, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)
- L. Consideration and Action to Approve a Three-Year Contract with JCI Jones Chemicals, Inc., for Liquid Chlorine (Bid #2024-34), in the Amount of \$1,749 Per Ton for the Initial Term, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)
- M. Consideration and Action to Approve a Five-Year Annually Renewable Agreement with Baker & Tilly US, LLC, for Audit Services, in the Amount of \$620,530, as requested by the Finance Department. (Recommended Motion: The proposed Agreement be approved.)
- N. Consideration and Action to Approve (1) An Agreement with HomeServe USA Corp. for Water Line and Sewer Lateral Protection for the Customers of the City of Bloomington; (2) Insurance Renewal Application for the Servline Leak Protection Program; and (3) An Ordinance Amending the City of Bloomington Water Leak Adjustment Policy, as requested by the Water Department and the Finance Department. (Recommended Motion: The proposed Agreement, Renewal Application, and Ordinance be approved.)
- O. Consideration and Action on A Resolution Approving an Agreement with the Public

Safety Training Foundation (PSTF), and the Integrating, Communications, Assessment, and Tactics (ICAT) Training Foundation for the Use of the PSTF's and ICAT Training Foundation's Facilities, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*

- P. Consideration and Action on a Resolution Approving an Agreement with Fehr Graham for Professional Engineering Services, in the Amount Not to Exceed \$449,273 for Fiscal Year (FY) 2025, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Resolution be approved.)*
- Q. Consideration and Action on an Ordinance Authorizing a Construction Contract with Landmark Structures I, L.P., for the Enterprise 1MG Water Tower Construction (Bid #2024-31), in the Amount of \$7,485,010, as requested by the Water Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- R. Consideration and Action on an Ordinance Authorizing a Construction Contract with George Gildner, Inc. for the Fort Jesse Road Watermain Replacement Construction (Bid #2024-32), in the Amount of \$454,458, as requested by the Water Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- S. Consideration and Action on (1) An Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method; (2) A Highway Authority Agreement (HAA); and (3) A City of Bloomington Supplemental HAA, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance and Agreements be approved.)*
- T. Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024; and (2) An Ordinance Authorizing a Construction Agreement with P.J. Hoerr, Inc., for the Arena RTU Replacement project (Bid #2024-30), in the Amount of \$6,690,600, as requested by the Department of Operations & Engineering Services and the Arts & Entertainment Department. *(Recommended Motion: The proposed Ordinances be approved.)*
- U. Consideration and Action on An Ordinance Authorizing the Mayor and City Manager to Approve Vehicle and Related Equipment Purchases Using an Expedited Process through April 30, 2025, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*
- V. Consideration and Action on an Ordinance Abating the Incremental Property Tax for the Property Located at 102 South East Street, Bloomington, Illinois, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- W. Consideration and Action to Approve the Annual Cost for the City's Portion of the Dropbox Recycling Program between the City of Bloomington, the Town of Normal, and the County of McLean, as requested by the Legal Department. *(Recommended Motion: The proposed Annual Cost be approved.)*

8. Regular Agenda

- A. Consideration and Action on an Ordinance to Adopt and Appropriate the Fiscal Year 2025 (Beginning May 1, 2024, and Ending April 30, 2025) Budget, as requested by the Finance Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager; and Scott Rathbun, Finance Director, 10 minutes; and City Council Discussion, 10 minutes.)*
- B. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2025, Related to the McLean County Museum of History, as requested by the Finance Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager; and Scott Rathbun, Finance Director, 3 minutes; and City Council Discussion, 3 minutes.)*
- C. Consideration and Action on A Resolution Adopting the Downtown for Everyone Streetscape Program Report Volumes 1-3, as requested by the Administration Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Billy Tyus, Deputy City Manager, and Mike Sewell, Project Manager, Crawford, Murphy & Tilly, 5 minutes; and City Council Discussion, 10 minutes.)*
- D. Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024; and (2) a Resolution Approving an Agreement with Crawford, Murphy & Tilly, Inc., for the Development of Construction Drawings for the North Main Street Project as Part of the Downtown for Everyone Program, in the Amount Not to Exceed \$1,050,000 and a Change Order in the Amount Not to Exceed \$100,000, as requested by the Department of Operations & Engineering Services and the Administration Department. *(Recommended Motion: The proposed Ordinance and Resolution be approved.) (Presentation by Billy Tyus, Deputy City Manager, 5 minutes; and City Council Discussion, 15 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

- A. Personnel - Section 2(c)(1) of 5 ILCS 120 (30 min.)

13. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for National Library Week, as requested by the Bloomington Public Library.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In 1856, the Ladies' Library Association of Bloomington opened a library supported by book donations and membership fees in a single room of a building on Center St. Then in 1894, the library was turned over to the City of Bloomington, becoming a tax-supported institution and establishing a free public library. 130 years later, the City of Bloomington Public Library continues to provide our diverse community with a helpful and welcoming place that offers equitable access to the world of ideas and information and supports lifelong learning in a newly renovated and expanded building.

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: Jeanne Hamilton, Library Director

ATTACHMENTS:

[LIB 1B Proclamation](#)

Mayoral Proclamation

IN RECOGNITION OF NATIONAL LIBRARY WEEK
AS APRIL 7-13, 2024, IN BLOOMINGTON, ILLINOIS

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth;

WHEREAS, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow;

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations;


WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, do hereby proclaim April 7-13, 2024, as National Library Week in the City of Bloomington. During this week, I encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!


Mboka Mwilambwe
Mayor




Leslie Yocum
City Clerk



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the March 11, 2024 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B DRAFT Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, MARCH 11, 2024, 6:00 P.M.

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

Roll Call

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

Recognition/Appointments

The following item was presented:

Item 5.A. Proclamation for AmeriCorps Week 2024, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Council Member Kearns accepted the Proclamation and recognized multiple AmeriCorps Members present at the meeting. She highlighted AmeriCorps work in Bloomington and encouraged residents to serve.

Item 5.B. Proclamation for Child Abuse Prevention Month 2024, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Dorothy Davis, Regional Coordinator for the Parents Care and Share Program at Brightpoint, accepted the Proclamation. She provided a brief overview of the Program’s focus on poverty.

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

Leslie Yocum, City Clerk, recognized Izola Tyus for her appointment to the Citizens’ Beautification Committee.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. The following spoke in person: (1) John Morrissey; (2) Scott Stimeling; and (3) Surena Fish. Laila Cheek had emailed public comment.

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

Item 7.A. Consideration and Action to Approve the Minutes of the February 12, 2024 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 \$5,421,173.60, 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 to Approve a Three-Year Agreement Between the City of Bloomington and Environmental Systems Research Institute, Inc. (ESRI), for Software Licensing and Related Services for the City's Geographic Information System (GIS), in the Amount of \$175,500, as requested by the Information Technology Department and the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.E. Consideration and Action to Approve an Agreement with Carahsoft Technology Corp. for the Utilization of eCivis Software for Grant Management within the City of Bloomington, as requested by the Administration Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.F. Consideration and Action to Approve an Intergovernmental Agreement with the County of McLean for Booking Fees, in the Amount of \$27,720, as requested by the Police Department. (Recommended Motion: The proposed Intergovernmental Agreement be approved.)

Item 7.G. Consideration and Action on a Resolution Authorizing the Filing of an Amendment to the Community Development Block Grant (CDBG) Citizen Participation Plan, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 - 009

A RESOLUTION AUTHORIZING THE FILING OF AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CITIZEN PARTICIPATION PLAN

Item 7.H. Consideration and Action on a Resolution Authorizing a Change Order for the Contract Between the City of Bloomington and Williams Architects, Ltd., for the Design of and Engineering Services for O'Neil Park and Pool Improvements, in the Amount Not to Exceed \$50,000, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 - 010

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND WILLIAMS ARCHITECTS, LTD., FOR THE DESIGN OF AND ENGINEERING SERVICES FOR O'NEIL PARK AND POOL IMPROVEMENTS, IN THE AMOUNT NOT TO EXCEED \$50,000

Item 7.I. Consideration and Action on Approving an Ordinance Authorizing a Construction Agreement with Garneau Construction, Inc., for the Tuckpointing & Sealing Project (Re-Bid #2024-28), in the Amount of \$658,399.50, as requested by the Department of Operations & Engineering Services and the Parks & Recreation Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 - 009

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH GARNEAU CONSTRUCTION, INC., FOR THE TUCKPOINTING & SEALING PROJECT (RE-BID #2024-28), IN THE AMOUNT OF \$658,399.50

Item 7.J. Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, and 2) an Ordinance Authorizing a Construction Agreement with Otto Baum Company, Inc., for the Lincoln Parking Structure Maintenance Repairs - 2024/2025 (Bid #2024-29), in the Amount of \$1,264,855, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinances be approved.)

ORDINANCE NO. 2024 - 010

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

ORDINANCE NO. 2024 - 011

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH OTTO BAUM COMPANY, INC., FOR THE LINCOLN PARKING STRUCTURE MAINTENANCE REPAIRS - 2024/2025 (BID #2024-29), IN THE AMOUNT OF \$1,264,855

Item 7.K. Consideration and Action on an Ordinance Waiving the Formal Procurement Requirements and Approving an Agreement with Hutchison Engineering Inc. for Route 9 Watermain and Lead Service Line Design Work, as requested by the Water Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 - 012

AN ORDINANCE WAIVING THE FORMAL PROCUREMENT REQUIREMENTS AND APPROVING AN AGREEMENT WITH HUTCHISON ENGINEERING INC. FOR ROUTE 9 WATERMAIN AND LEAD SERVICE LINE DESIGN WORK

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Presentation of the Fiscal Year 2025 Proposed Budget, as requested by the Finance Department.

City Manager, Tim Gleason, introduced the Item and asked Scott Rathbun, Finance Director, to address Council.

Mr. Rathbun discussed the proposed Fiscal Year (FY) 2025 budget which emphasized public safety, roads, dependable infrastructure, clean water, and public well-being. He also highlighted the amounts budgeted for capital projects, community direct services, community support, and quality of life. He reviewed the budget in various ways to break out how the budget would be allocated. He concluded with a description and navigation of the FY 2025 Budget Books.

Mayor Mwilambwe thanked Mr. Rathbun for his dedication to making budgets easier to understand.

Council Member Boelen and Mr. Rathbun discussed how approximately 25-30% of the budget was comprised of property tax revenues.

The following item was presented:

Item 8.B. Presentation of the Bloomington Police Department's 2023 Annual Report, as requested by the Police Department.

Deputy City Manager, Jeff Jurgens, explained that the presentation would show how the City had spent funds allocated to public safety and how it resulted in reduced crime.

Chief of Police, Jamal Simington, discussed hiring efforts and how the Bloomington Police Department (BPD) had worked toward becoming a more diverse workforce including the Department's "30 by 30" Initiative to achieve 30% female officers by 2030. He highlighted various program expansions, infrastructure improvements, and collaborations with multiple boards/commissions. He presented various statistics for each division within BPD. He acknowledged the Patrol Division's 2.2% decrease in traffic crashes compared to 2022, as well as the successful efforts of the Criminal Investigation Division in reducing crime and removing illegally possessed guns and narcotics. Chief talked about a range of training programs completed by each Division to ensure optimal performance and elaborated on how BPD leveraged technology to combat crime and assist staff in their responsibilities. He then celebrated the number of awards BPD and staff had received and expanded on departmental outreach efforts. He concluded his presentation with a comparison of crime statistics between 2022 and 2023, noting the factors contributing to the observed variances.

Council Member Ward expressed appreciation that no single gun homicides occurred in 2023. She then discussed with Chief Simington the downward trend of reported stolen guns since the implementation of the Gun Safe Program. They ended by talking about the programs funded by a \$500,000 grant received in 2023, its positive impact on the community, and plans for 2024 programs using the remaining funds.

Council Member Hendricks made a motion, seconded by Council Member Becker, to extend Council Discussion time by 5 minutes.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Ward requested a more systematic way for Council to review benchmarks achieved by BPD.

Council Member Becker complimented BPD's fabulous job over the year and asked for a comparison of Bloomington to communities of similar size. Chief Simington reported that homicides, shootings, and shots fired were higher in other communities.

Council Member Crumpler acknowledged BPD's efforts of community-based policing.

Item 8.C. Presentation of the Bloomington Fire Department's 2023 Annual Report and an Update on Department Hiring, as requested by the Fire Department.

Deputy City Manager, Billy Tyus, explained how City Administration had supported addressing long-standing issues within the Bloomington Fire Department (BFD) including staffing challenges and the reduction of response times.

Fire Chief, Cory Matheny, presented various call-to-service statistics, discussed improvements to existing infrastructures, as well as the purchase of life-saving equipment. He discussed various levels of training Firefighters and Emergency Medical Services (EMS) staff complete to ensure high performance. He highlighted public education events staff participated in throughout the year and ended by addressing how call volume continued to increase resulting in hiring challenges.

Deputy City Manager Tyus presented on how BFD collaborated with the International Association of Fire Fighters (IAFF) and Human Resources to revamp recruitment processes and address staffing shortages. He discussed how the revamp significantly increased the number of candidates that qualified to apply, which will ultimately result in diversifying BFD more than it has ever been before.

Council Member Ward and Chief Matheny discussed fees associated with having the BFD on standby at large events.

Mayor Mwilambwe asked for additional details on the type of diversity seen in applicants. Deputy City Manager Tyus explained that the applicant pool had very diverse backgrounds. He explained that in order for an applicant to be considered required testing and an interview must be passed. They then discussed recruitment next steps.

City Manager's Discussion

City Manager Gleason shared a video highlighting upcoming events and noted that the Downtown Streetscape Study would be presented at the upcoming Committee of the Whole meeting.

Mayor's Discussion

Mayor Mwilambwe shared that the City would receive \$2,000,000 for the Hamilton Road Project and \$2,000,000 for the Locust Colton Project from Congressionally directed spending supported by Congressman Darin LaHood (Hamilton Rd.) and Congressman Eric Sorensen (Locust Colton). He also complimented the assistance of the City's lobbying firm.

Council Member's Discussion

Council Member Hendricks discussed the Regional Housing Recovery Plan drafted by the McLean County Regional Planning Commission mentioning it was available for public comment and review until March 14, 2024.

Executive Session

Council Member Boelen made a motion, seconded by Council Member Hendricks, to enter into Executive Session per 2(c)(1) of 5ILCS 120 Personnel to discuss the compensation of City Manager, Tim Gleason.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council left the room and entered Executive Session at 8:09 P.M.

Adjournment

Council returned to the room at 9:17 PM.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

The meeting adjourned at 9:18 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$5,817,805.41, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$5,817,805.41 (Payroll total \$3,057,699.05 Accounts Payable total \$2,643,619.42, and Bank Transfers total \$116,486.94.

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
3/22/2024	\$ 2,460,656.55	\$ 596,878.88	\$ 3,057,535.43
			\$ -
Off Cycle Adjustments	\$ 152.00	\$ 11.62	\$ 163.62
PAYROLL TOTAL			\$ 3,057,699.05

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
4/8/2024	AP General	\$ 2,382,647.52
4/8/2024	AP JMScott	\$ -
4/8/2024	AP Comm Devel	\$ 13,050.00
4/8/2024	AP IHDA	\$ 350.00
4/8/2024	AP Library	\$ 46,882.99
4/8/2024	AP MFT	\$ 3,121.19
03/21/2024-03/29/2024	Out of Cycle AP	\$ 197,567.72
02/02/2024-03/10/2024	AP Bank Transfers	\$ 116,486.94
AP TOTAL		\$ 2,760,106.36

PCARDS

Date Range
PCARD TOTAL
\$0.00

GRAND TOTAL	\$ 5,817,805.41
--------------------	------------------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Reappointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

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

Library Board of Trustees: Dianne Hollister's and Matthew Watchinski's reappointments are 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 2B Library Board of Trustees Roster](#)

Library Board of Trustees Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Library Board of Trustees	Staff Advisor	Jeanne	Hamilton				false
Active	Library Board of Trustees	Secretary	Van	Miller	4/30/2024	4/25/2022	2015	true
Active	Library Board of Trustees	Trustee	Dianne	Hollister	4/30/2024	4/12/2021	2017	true
Active	Library Board of Trustees	Trustee	Matthew	Watchinski	4/30/2024	4/23/2021	2018	true
Active	Library Board of Trustees	President	Julian	Westerhout	4/30/2024	4/25/2022	2015	true
Active	Library Board of Trustees	Vice President	Susan	Mohr	4/30/2024	4/12/2021	2017	true
Active	Library Board of Trustees	Trustee	Alicia	Henry	4/30/2025	4/25/2022	2016	true
Active	Library Board of Trustees	Trustee	John	Argenziano	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	Treasurer	Alicia	Whitworth	4/30/2026	4/24/2023	2016	true
Active	Library Board of Trustees	Trustee	Catrina	Parker	4/30/2026	4/24/2023	2018	true



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the Purchase of Network Uninterruptible Power Supplies (UPS) through Anixter, Inc., in the Amount of \$90,339.42, as requested by the Information Technology Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City is heavily reliant on uninterrupted power supplies to sustain critical operations, such as servers and network infrastructure, and is imperative to address several Uninterruptible Power Supply (UPS) units that are nearing or past their operational life. The decision to replace these aging UPS units is justified by their end-of-life status, diminished performance, and increased maintenance costs. Replacing these units will enhance reliability, efficiency, and resilience, thereby safeguarding its critical assets and maintaining uninterrupted operations in the face of power-related challenges.

- **End-of-Life Status:** Many of the UPS units currently in use have reached or are nearing the end of their operational lifespan. Over time, the components within these units degrade, leading to an increased risk of failure and compromised reliability. Given their end-of-life status, continuing to rely on these aging UPS units poses significant operational risks and undermines the organization's ability to maintain continuous uptime.
- **Diminished Performance:** With age, UPS units experience a decline in performance and efficiency. Batteries lose their ability to hold a charge effectively, resulting in reduced runtime during power outages. Moreover, internal components may become prone to overheating or failure, further diminishing the reliability of the UPS units. This diminished performance not only jeopardizes the protection of critical equipment but also increases the likelihood of unplanned downtime and data loss.
- **Increased Maintenance Costs:** As UPS units approach the end of their lifespan, they typically require more frequent maintenance and repairs to address emerging issues and prolong their operational viability. The escalating maintenance costs associated with aging UPS units become economically unsustainable over time, especially when compared to the investment required for modern replacements. By replacing these units, the organization can mitigate the ongoing financial burden of maintaining outdated infrastructure and allocate resources more efficiently.

The City will utilize pricing under Government Sourcewell Contract #091422-WES - valid through 11/08/2026.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase Network Uninterruptible Power Supplies (UPS) through Anixter, Inc., in the amount of \$90,339.42 using Government Sourcewell Contract #091422-WES. If approved, a budget transfer to move \$62,719.74 from Information Technology-Capital Outlay Office & Computer Equipment account (10011610-72120) to the Information Technology-Office Supplies account (10011610-71010), as those items do not meet the City asset threshold policy of \$5,000 or more. The purchase will be paid as follows: \$27,619.68 will be paid from the Information Technology-Capital Outlay Office & Computer Equipment account (10011610-72120); and \$62,719.74 from the Information Technology-Office Supplies account (10011610-71010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 169.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

ATTACHMENTS:

[IT 1B Quote](#)

[IT 1C Sourcewell Joint Purchasing Contract #091422-WES](#)

QUOTATION

Date: 03/05/2024
 Quote #: Q00C0632
 Customer: 866632

Anixter Inc. (a WESCO Company)
 Send Purchase Orders to Anixter Inc.
 2301 Patriot Blvd. Glenview, IL 60026

Customer
 BLOOMINGTON, CITY OF
 109 E OLIVE
 BLOOMINGTON, IL 61701
 Steve Mattis
 Phone: 815.509.4260
 Fax: --
 Email: smattis@cityblm.org

03-05-2024 Eaton Lithium Revised

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	4	10363972 EATON POWE 9PX6K-L LITHIUM-ION UPS, 6000VA, 3U, 5400W, 2XL6-30R, 2XL620-R, L6-30P SOURCEWELL #091422-WES Lead Time: TBD Government Contract #: 091422-WES	EA	6904.92	27,619.68
2	14	10363970 EATON POWE 9PX2000RTN-L LITHIUM-ION UPS, 2000VA, 2U, 1800W, 5-20P, 6X5-20R, 120V, NETWORK CARD SOURCEWELL #091422-WES Lead Time: TBD Government Contract #: 091422-WES	EA	2640.50	36,967.00
3	7	10363964 EATON POWE 9PX1500RTN-L LITHIUM-ION UPS, 1500VA, 2U, 1350W, 5-15P, 8X5-15R, 120V, NETWORK CARD SOURCEWELL #091422-WES Lead Time: TBD Government Contract #: 091422-WES	EA	2416.72	16,917.04
4	10	931947 TRIPP LITE PDUMV30HVNETLX POWER DISTRIBUTION UNIT, 1-PHASE, 200/208/240 VOLT, 5/5. 8 KILOWATT 30 091422-WES Lead Time: 4-5 Days Government Contract #: 091422-WES	EA	883.57	8,835.70

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.ANIXTER.COM/TERMSANDCONDITIONS ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

QUOTATION

Date: 03/05/2024
Quote #: Q00C0632
Customer: 866632

Anixter Inc. (a WESCO Company)
 Send Purchase Orders to Anixter Inc.
 2301 Patriot Blvd. Glenview, IL 60026

03-05-2024 Eaton Lithium Revised

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
				Quote Total:	90,339.42

TERMS: NET30
Freight Terms: PPD/CHARGE
Shipment:
Notes:
Currency: USD

Please refer all inquiries to:

Xaylen Lanier
 Phone: (859)788-4229
 Mobile: --
 Fax: --
 xaylen.lanier@wescodist.com

2472 Fortune Drive Suite 150
 LEXINGTON, KY 40509-4125
 US

Comments:

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.ANIXTER.COM/TERMSANDCONDITIONS ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

**Solicitation Number: RFP #091422****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WESCO Distribution, Inc., 225 West Station Square Dr., Pittsburgh, PA 15219 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, to the extent and for the duration the manufacturer or service provider so warrants, are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Except for the foregoing, supplier disclaims and excludes any and all other warranties regarding goods and services, express or implied, including, without limitation, the implied warranty of merchantability and fitness for a particular purpose.

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent or intentional act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event will Supplier, Sourcewell, or a Participating Entity be entitled to lost profits, liquidated, incidental, or consequential damages, even where specifically contemplated or known.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control, including, but not limited to, epidemics, pandemics, or national or global supply chain shortages. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

WESCO Distribution, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2022 | 2:12 PM CDT

DocuSigned by:
Lee Osterman
By: 5B1CAF47766646F...
Lee Osterman
Title: VP Sales-Government
Date: 11/10/2022 | 1:10 PM CST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/10/2022 | 1:12 PM CST

RFP 091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment

Vendor Details

Company Name: WESCO Distribution, Inc.
Does your company conduct business under any other name? If yes, please state: CA
Address: 225 West Station Square Dr
Pittsburgh, PA 15219
Contact: Eric Anderson
Email: eanderson@wesco.com
Phone: 925-822-3578
Fax: 925-822-3578
HST#: 25-1723345

Submission Details

Created On: Tuesday July 26, 2022 08:57:44
Submitted On: Tuesday September 13, 2022 09:08:41
Submitted By: Eric Anderson
Email: eanderson@wesco.com
Transaction #: 0745c98e-521c-4162-97ec-0dfe186bf1e3
Submitter's IP Address: 136.226.79.5

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Wesco Distribution, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Anixter, Inc., Communications Supply Corporation (CSC), Wesco Distribution-Canada, Wesco Services, LLC, Hill Country Electric Supply.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Wesco Energy Solutions, Avon Electric, Brown Wholesale, EESCO, Needham Electric Supply. For a complete listing of divisions, DBA's and affiliates, please use this link to the Financial Report https://investors.wesco.com/financial-information/annual-reports/default.aspx
4	Provide your CAGE code or Unique Entity Identifier (SAM):	05CF2
5	Proposer Physical Address:	225 West Station Square Dr., Pittsburgh, PA 15219
6	Proposer website address (or addresses):	www.wesco.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Lee Osterman, VP Sales – Government, losterman@wesco.com, 240-277-8159
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rob Bezjak, Senior Director/GM SLED Business, rbezjak@wesco.com, 314-402-4732
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eric Anderson, SLED Business and Contracts Manager, eanderson@wesco.com, 925-822-3578

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since 1957, Wesco Distribution Inc. (Wesco) has engaged in programs addressing the needs of large, multi-location customers in a variety of markets – from manufacturing and process industries to utilities, retailers, home builders, contractors, healthcare and educational institutions, and the government. 2021 annual sales were approximately \$16 billion. The Company employs approximately 18,000 people, maintains relationships with over 34,000 suppliers, and serves more than 180,000 customers worldwide. Wesco operates nine automated distribution centers that carries \$25 million in inventory that provides an Automatic Branch stock replenishment with dedicated middle-of-the-night delivery to more than 400 full-service branches in North America and selected international markets, providing a local presence for area customers and a global network to serve multi-location businesses and multi-national corporations. In each case we have offered products and services for the plant, for the job site or for the office. We are the distributor of choice for customers that are seeking innovative solutions to their electrical, lighting and MRO procurement requirements. Wesco is successful because they offer a unique combination of technical support capabilities, distinctive service capabilities, competitive pricing and ideas that generate cost savings.</p> <p>Through Wesco's subsidiaries and divisions, Wesco is the largest providers of Electrical, Lighting, MRO, Safety, Datacom, Door Locking Hardware and Physical Security products supplier in the country. Wesco is a full-service supply chain company, focused on providing customers with the leading products, services, and solutions they need to meet their day to day and long-term project requirements for communication, maintenance, repair, and operations, and capital project requirements. The breadth and depth of our capabilities, geographic footprint, and supply base enable us to meet our customers' needs and provide continuity to their operations.</p>
11	What are your company's expectations in the event of an award?	<p>After targeting our first Sourcewell contract, we are very excited at the prospect of winning a second MRO agreement. We expect to build upon the relationships we have developed with both the Sourcewell Team and the agencies and schools that use the agreement. In addition to our U.S. focused outreach, we will be aggressively expanding the new agreement into Canada in the event we win an award. Wesco's on-going expectations are –</p> <ul style="list-style-type: none"> • Increased engagement with key stakeholders in the SLED market (new and existing members) • Opportunities for sales growth to the customers eligible to buy through the contract • Improved market presence through organizations like NCPP, NPI and NIGP • Exponential sales growth due to Wesco's expanded product offering and improved service capabilities in Canada due to the Anixter acquisition
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Wesco has the largest buying power and ecosystem of suppliers in our industry. Our merger with Anixter International in 2020 has expanded our North American and global footprint, broadened our range of product and service offerings, and optimized our technical support services.</p> <p>As a result, Sourcewell can now leverage the combined power of \$18B in manufacturer spend to facilitate trilateral negotiations with key manufacturers. We'll help you achieve cost savings goals by offering alternative solutions, product consolidations, OEM part conversion, and assist in providing inventory management solutions to reduce inventory to improve working capital.</p> <p>Below are our gross revenue for the last three calendar year as well as our projection for 2022.</p> <p>2019 - \$8.4B 2020 - \$12.3B 2021 - \$18.2B 2022 - \$20.1B (projected)</p> <p>Please find attached our 2021 Annual Report and 10k to further demonstrate our financial strength and stability.</p> <ul style="list-style-type: none"> • Wesco_2021_Annual_Report.pdf • WCC_Wesco_International_Inc_10K_2021-03-01.pdf

13	What is your US market share for the solutions that you are proposing?	<p>Wesco is a leading provider of electrical and industrial maintenance, repair and operating (MRO) supplies, and communications and security products and solutions. The market is highly fragmented with thousands of manufacturers and over 10,000 distributors.</p> <p>We compete directly with global, national, regional, and local distributors of electrical and other industrial supplies. Competition is primarily focused on the local service area, and is generally based on product line breadth, product availability, service capabilities, and price. Moreover, we also compete with buying groups formed by smaller distributors to increase purchasing power and provide some cooperative marketing capability.</p> <p>As a result of this highly competitive and fractured market in which our company operates (and the potential confusion with defining product and landscape scope), we do not provide our company's market share. Additionally, many companies we compete with do not release sales data publicly which would not be an accurate depiction of the market place (reflected in the share basis).</p> <p>What we can share with you – According to Electrical Wholesaling in May/June 2022, Wesco ranks number one out of 150 electrical distributors in North America. By continuing to invest in our business (e.g. Anixter acquisition) and building on secular growth trends, we expect to increase market share in 2022, projecting sales to grow 16%-18% compared to prior year.</p> <p>A topline view shows that the top 50 distributors have around a 20% share in North America.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	Wesco market share would vary based on the specific product/vendor set being referred to. For example, copper and fiber cable and connectivity-approximately 40% of the Canadian market. Pro Audio/Video products- approximately 5%. Physical Security Products- 18- 22%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Wesco Distribution, Inc. has never petitioned for bankruptcy protection	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>As Wesco is an authorized distributor for thousands of manufacturers and will be identifying more than 200 in the offering, we can provide any authorization by request. Please see our website for more information on Wesco supplier relationships: https://www.wesco.com/us/en/brands.html</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WESCO Services, LLC, dba Wesco Energy Solutions (WES) is licensed to conduct business in all 50 states, additionally 45 States have State Licensing Programs and WES holds an Electrical Contracting Licensing or equivalent in all 45 of these states. In the remaining 5 states that do not offer State Licensing WES has/obtains municipal licensing as required examples; Chicago, St Louis.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Communications Supply Corporation (CSC), a wholly owned subsidiary of WESCO Distribution, Inc., was temporarily debarred in New York in September 2015 because the New York Worker's Compensation Board (NYWCB) claimed not to have received proof of short term disability coverage for CSC employees for the period beginning 01 January 2015. When CSC learned of the debarment, the situation was promptly clarified with the NYWCB and proof of continuous coverage during the affected period was provided. The temporary debarment was then lifted once the NYWCB processed the evidence of coverage.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																
19	Describe any relevant industry awards or recognition that your company has received in the past five years	For a list of Wesco's awards since 2017, please find attached, 'Wesco_Awards Since 2017.pdf'. On September 7, 2022, Wesco's Senior Management Team rang the closing bell at the New York Stock Exchange as part of our financial industry day.																
20	What percentage of your sales are to the governmental sector in the past three years	Below list the total sales for Wesco for each year and the sales and percentage for State & Local <table border="1"> <thead> <tr> <th></th> <th>Total Sales \$</th> <th>S&L Sales</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$8.4B</td> <td>\$188M</td> <td>.022%</td> </tr> <tr> <td>2020</td> <td>\$12.3B</td> <td>\$302M</td> <td>.025%</td> </tr> <tr> <td>2021</td> <td>\$18.2B</td> <td>\$497M</td> <td>.027%</td> </tr> </tbody> </table>		Total Sales \$	S&L Sales	%	2019	\$8.4B	\$188M	.022%	2020	\$12.3B	\$302M	.025%	2021	\$18.2B	\$497M	.027%
	Total Sales \$	S&L Sales	%															
2019	\$8.4B	\$188M	.022%															
2020	\$12.3B	\$302M	.025%															
2021	\$18.2B	\$497M	.027%															
21	What percentage of your sales are to the education sector in the past three years	Below list the total sales for Wesco for each year and the sales and percentage for Education <table border="1"> <thead> <tr> <th></th> <th>Total Sales \$</th> <th>Education Sales</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$8.4B</td> <td>\$131M</td> <td>.016%</td> </tr> <tr> <td>2020</td> <td>\$12.3B</td> <td>\$210M</td> <td>.017%</td> </tr> <tr> <td>2021</td> <td>\$18.2B</td> <td>\$365M</td> <td>.020%</td> </tr> </tbody> </table>		Total Sales \$	Education Sales	%	2019	\$8.4B	\$131M	.016%	2020	\$12.3B	\$210M	.017%	2021	\$18.2B	\$365M	.020%
	Total Sales \$	Education Sales	%															
2019	\$8.4B	\$131M	.016%															
2020	\$12.3B	\$210M	.017%															
2021	\$18.2B	\$365M	.020%															
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table border="1"> <thead> <tr> <th>Contract Name</th> <th>2019</th> <th>2020</th> <th>2021</th> </tr> </thead> <tbody> <tr> <td>Sourcewell</td> <td>\$140K</td> <td>\$6.71M</td> <td>\$17.17M</td> </tr> <tr> <td>OMNIA Partners</td> <td>\$1.78M</td> <td>\$3.07M</td> <td>\$12.11M</td> </tr> <tr> <td>NPPGov</td> <td>\$4.30M</td> <td>\$287K</td> <td>\$160K</td> </tr> </tbody> </table>	Contract Name	2019	2020	2021	Sourcewell	\$140K	\$6.71M	\$17.17M	OMNIA Partners	\$1.78M	\$3.07M	\$12.11M	NPPGov	\$4.30M	\$287K	\$160K
Contract Name	2019	2020	2021															
Sourcewell	\$140K	\$6.71M	\$17.17M															
OMNIA Partners	\$1.78M	\$3.07M	\$12.11M															
NPPGov	\$4.30M	\$287K	\$160K															
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contracts and sales include Wesco and Anixter - <table border="1"> <tbody> <tr> <td>GS-07F-0196U</td> <td>2019 - \$168K</td> <td>2020 - \$112K</td> <td>2021 - \$114K</td> </tr> <tr> <td>GS-35F-573GA</td> <td>2019 - \$560K</td> <td>2020 - \$608K</td> <td>2021 - \$848K</td> </tr> <tr> <td>GS-07F-606OR</td> <td>2019 - \$2.12M</td> <td>2020 - \$3.22M</td> <td>2021 - \$1.67M</td> </tr> <tr> <td>GS-21F-0168W</td> <td>2019 - \$241K</td> <td>2020 - \$148K</td> <td>2021 - \$116K</td> </tr> </tbody> </table>	GS-07F-0196U	2019 - \$168K	2020 - \$112K	2021 - \$114K	GS-35F-573GA	2019 - \$560K	2020 - \$608K	2021 - \$848K	GS-07F-606OR	2019 - \$2.12M	2020 - \$3.22M	2021 - \$1.67M	GS-21F-0168W	2019 - \$241K	2020 - \$148K	2021 - \$116K
GS-07F-0196U	2019 - \$168K	2020 - \$112K	2021 - \$114K															
GS-35F-573GA	2019 - \$560K	2020 - \$608K	2021 - \$848K															
GS-07F-606OR	2019 - \$2.12M	2020 - \$3.22M	2021 - \$1.67M															
GS-21F-0168W	2019 - \$241K	2020 - \$148K	2021 - \$116K															

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
State of Iowa	David Kundid	515-745-2796
Anne Arundel County Public Schools	Coleen Myers	410-222-5169
Saratoga County, NY	Elizabeth Meier	518-885-2210

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Major University	Education	New York - NY	Electrical & Lighting material on a direct contract	Day-to-day needs	\$15M+
Major City	Government	Arizona - AZ	Electrical & Lighting material fulfillment	Day-to-day and project	\$6M
Major City	Government	Illinois - IL	Electrical & Lighting material fulfillment	Day-to-day and project	\$4M
Major City	Government	Arizona - AZ	Electrical & Lighting material fulfillment	Day-to-day and project	\$6.5M
Major Public Utility	Government	Washington - WA	Project maintenance and upgrade materials	Project	\$3.5M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	<p>Wesco operates approximately 800 geographically dispersed branch locations, 12 distribution centers (eight in the United States and four in Canada), and five assembly operations. Our distribution center network reduces the lead-time and cost of supply chain activities through warehouse automation and replenishment operations. Our branches and offices assigned to support the account are staffed with sales reps who can provide product application expertise, technical bulletins for the range of products marketed, and access to local manufacturer representatives. An Account Executive, as well as an Inside Sales support person would be assigned to support each Sourcewell Participating Agency. Our account reps will make regular visits to the agency or school so that they are available to support the needs of the personnel and can typically be contacted via phone, fax, or email. Issues that arise related to quality and products can be responded to through local contact and field support procedures with ancillary assistance from factory personnel when required.</p> <p>Wesco's focus on the SLED market includes National Resources specialized in growing our business relationship with participating agencies. We have regularly participated in the annual H2O conference and numerous trainings as presented across the regions. We also have created a new centralized inside sales team to better serve potential members who we are targeting based on agency registration data provided by Sourcewell.</p> <p>Our specialized sales divisions are outlined below -</p> <p>Electrical & Electronic Solutions (EES) The EES segment supplies a broad range of products and supply chain solutions primarily to the Construction, Industrial and Original Equipment Manufacturer ("OEM") markets. Product categories include a broad range of electrical equipment and supplies, wire and cable, lubricants, pipe, valves, fittings, fasteners, cutting tools, power transmission, and safety products. In addition, OEM customers require a reliable supply of assemblies and components to incorporate into their own products as well as value-added services such as supplier consolidation, design and technical support, just-in-time supply and electronic commerce, and supply chain management. EES includes the "Electrical and Electronic Solutions" business acquired from Anixter and the majority of the legacy WESCO industrial and construction businesses.</p> <p>Communications & Security Solutions (CSS) The CSS segment supplies products and customized supply chain solutions to customers in a diverse range of industries including technology, finance, telecommunications service providers, transportation, education, government, healthcare and retail. CSS sells these products directly to end users or through various channels including data communications contractors, security, network, professional audio/visual and systems integrators. CSS has a broad product portfolio that includes copper and fiber optic cable and connectivity, access control, video surveillance, intrusion and fire/life safety, cabinets, power, cable management, wireless, professional audio/video, voice and networking switches and other ancillary products. CSS includes the "Network and Security Solutions" business acquired from Anixter and the legacy WESCO data communications and safety businesses.</p> <p>Utility & Broadband Solutions (UBS) The UBS segment supplies electrical transmission and distribution products, power plant maintenance, repair and operations supplies and smart-grid products, and arranges materials management and procurement outsourcing for the power generation, power transmission and electricity distribution industries. The UBS segment combines the "Utility Power Solutions" business acquired from Anixter, the legacy WESCO utility business, the legacy WESCO broadband business and the legacy WESCO integrated supply business.</p>

27	Dealer network or other distribution methods.	<p>The United States has 500+ branches and these Distribution Center locations: Warrendale, Pennsylvania (30 minutes north of the City of Pittsburgh – Wesco’s headquarters); Atlanta, Georgia, Byhalia, Mississippi; Carol Stream, Illinois; Dallas, Texas; Little Rock, Arkansas; Madison, Wisconsin; and Sparks, Nevada. Our Canadian locations include 150+ branches in nine provinces, as well as four Distribution Centers: Mississauga, Ontario; Montreal, Quebec City; Burnaby, British Columbia; and Edmonton, Alberta.</p> <p>Our distribution model calls for each branch to stock the appropriate materials to service customers in its respective geographic area. On average, a branch will carry approximately \$1.3M in inventory. This inventory is replenished daily from each branch’s servicing Distribution Center, which are strategically located to provide 1-2 days delivery. Most replenishment inventory is provided through an Automatic Replenishment System that does not require hands-on written documentation. All Wesco branches and Distribution Centers are connected by a common proprietary system, and inventory is visible in real-time at all locations. If the need arises, each branch has the ability to access inventory from any Wesco source, branch, Distribution Center, or supplier. This enables every branch to respond to emergency situations in a timely manner.</p>
28	Service force.	<p>Wesco is able to provide services for a limited number of the product solutions we distribute. Wesco Energy Solutions (WES) utilizes licensed contractors based on the scope of the project. 108 Licensed Contractors have supported our installation projects in the last 12 months. WES Utilizes a Substantial Network of Contractors vetted through State Licensing Boards and OSHA to provide the skilled labor required to support the project. Permitting, Inspections, meetings with Building Officials and Fire Marshals for plan review or code discussions are stress free when working with WES who is licensed as well as the Subcontractor who licensed in the states the work is being performed.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Wesco uses sophisticated, proprietary order management systems to ensure that every customer order is handled quickly and accurately. Our team of dedicated associates is focused on providing sourcing and fulfillment services efficiently and accurately. Orders are received through EDI, Punchout, email, fax, or phone. The order is then reviewed (sourcing, pricing) and a ticket/packing list is setup. Next, the item is prepared for shipping (picking, packaging, loading, delivery). Finally, the order is billed to the customer via EDI or mail.</p> <p>We also offer on-line ordering capabilities through our website, buy.wesco.com. This feature-rich website provides our customers with a 24/7 ability to place purchase orders, check product availability, access customer-specific pricing, create requests for quote (RFQs), view detailed product descriptions, product images, catalog pages, invoices, and more.</p> <p>Customers can also procure material from a customized catalog that has been built specifically to suit their needs. These catalogs contain any material which the customer would like to purchase from Wesco and provide a rich shopping experience where users can research products, view spec and data sheets, and compare products side by side to ensure they are purchasing the exact item they need.</p> <p>Our personnel collaborate with the customer to determine the materials in scope and which employees that will have access to the site. Each customer employee is provided a unique login to allow freedom to purchase the materials they need, when they need them, as well as view online order history within the website.</p> <p>Upon award of a contract, Wesco has an internal process to create “National Account” codes that are then assigned to participating members of a specific contract. These codes are created in order to lock contractual pricing company wide, which ensures no sales vary from the contractual values. In addition, these National Account codes enable WESCO to pull selected criteria from the database to provide Participating Public Agencies with detailed reporting. Wesco has a standard report process that meets and exceeds most reporting requirements; however, we also have the ability to provide customized reports. Wesco can provide customized electronic or paper reports on a variety of transactional activities and can be sent on a daily, weekly, monthly, quarterly, annual basis. As an incumbent supplier, Wesco has experience and a great track record of providing the required reporting, and more, in a timely manner</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Dedicated teams assigned to Sourcwell will be ready to respond to inquiries in a timely manner with a protocol in place to escalate and evoke a more immediate response. From a resource perspective, we intend to staff Wesco personnel in all regions to provide dedicated support for each Sourcwell location.</p> <p>Wesco has a very practical sales approach in regards to an inquiry from a customer to delivery and invoicing -</p> <ul style="list-style-type: none"> • Sales receives an inquiry from a customer • Sales provides pricing, availability, and product specifications if required • Upon receiving a Purchase Order, sales processes the order utilizing the inventory in the network of warehouses • Sales will provide the customer updates of any material not readily available and expedite with the manufacturer • Warehouse processes the order and ships the material as explained in the Purchase Order. Wesco possesses a 99.2% average fill rate • If any backorders exist, Wesco will process a PO with the respective manufacturer within 24 hours. Backorders are automatically filled and not cancelled. • An invoice is processed and mailed the following business day after each shipment. <p>Wesco Distribution, Inc. does not engage in the practice of automatic or forced substitutions of product ordered. For any item that is out-of-stock, this method is followed -</p> <ol style="list-style-type: none"> (1) Upon receiving a purchase order, the Wesco salesperson verifies the Wesco stock level to the quantity on the purchase order. (2) The material that is in stock is allocated to the purchase order. (3) For material that is NOT in stock, the Wesco salesperson checks the availability with the respective manufacturer to verify the lead time of the material. (4) Wesco then informs the customer of the expected delivery date of the material. If customer approves, Wesco fulfills the backorder accordingly. (5) If the product is discontinued or the expected delivery date does not meet the customers' satisfaction, the Wesco salesperson will offer the customer an equal or better item as a substitution. Wesco will provide an updated price and any specifications the customer may need. (6) Wesco will proceed with the order of the substituted only as directed by the customer.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Based on our successful implementation of the 2018 contract, we plan on replicating our post-award rollout which will feature internal and external communication collateral and social media outreach. We have a list of target agencies that use other Sourcwell agreements which will be the focus of our expanded sales and communication strategy.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Wesco is able to service and deploy our entire portfolio of products to the designated participating entities of Sourcwell across Canada. We are assigning a Business Development Manager to coordinate an aggressive post-award rollout in Canada with their VP of Sales, Gary Mistak.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Wesco has sales locations in all 50 States which allows full U.S. coverage. For Canada, Wesco has facilities in each of Canada's ten provinces. While we can usually provide next day delivery service to most areas of Canada, there are some remote areas in the Territories and some provinces that require extended delivery times.
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Wesco will offer its agreement to all Sourcwell participating entity sectors
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	In the State of Hawaii, items shipping from a sales location different from the island of destination, shipping charges may apply. In the State of Alaska, shipping charges may apply in shipping to any remote location.

Table 7: Marketing Plan

Line Item	Question	Response *
-----------	----------	------------

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Wesco has a corporate marketing team of 50+ professionals including two dedicated resources for State and Local government contracts. Lyn Spera has worked with the worked with the Sourcewell marketing team for the past 4 years. Once the agreement is signed, Wesco will take the following steps to promote our services to the participating agencies:</p> <ol style="list-style-type: none"> 1. Update the co-branded custom line card for the Sourcewell membership (see attachment of current Wesco Sourcewell Line card). 2. Update custom landing page for members (housed on WESCO's homepage and/or within the contract's platform). 	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Wesco is engaged in the common uses of the Social Media sites (LinkedIn, Facebook and Twitter) and use these sites for updates for followers. As Wesco does participate in various conference and trade shows throughout the year and thoroughly understands the benefits and opportunities, Wesco will evaluate opportunities for advertising, event support, and customized collateral on a case by case basis. Wesco does use social media to announce and promote the shows and to provide our show whereabouts.</p> <p>Wesco's Digital Marketing team has a marketing technology stack that includes marketing automation, analytics, email marketing tools, social media monitoring and scheduling tools, lead capture forms and landing pages, event management and other capabilities. Using the data collected (location, device usage, lead scoring, page interactions, past purchase, etc.) we are able to compile a detailed picture of our customers and prospects digital behaviors and buying preferences. We develop workflows and nurturing campaigns aimed at those customers and prospects with content based on their unique buyer journey focused on driving engagement and sales.</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>As a potential supplier, we see your investment in business development resources as a differentiation to us and to the purchasing community. Internally, we see your database search engines and available metrics for prospecting and customer share data mining to be very impactful. As an industry leader in Global sales implementations, and the current holder of multiple cooperative and group purchasing organization contracts, we have a "WIN" implementation process that we will use. We are also open to any best practices you have, since you also have considerable expertise in implementations targeted at this customer segment.</p> <p>Nationally, we will engage with your team to connect on key items that are important to sync up on, and will welcome, following an award, to conduct an implementation and re-launch meeting with your supplier management team.</p> <p>Internally, we will conduct a "kick-off" conference call which would include our Regional Government Managers and the appropriate Sourcewell resources to discuss the support that is available from Sourcewell, and how we would engage with you to access these resources from the Sourcewell staff. The goal of this call would be to set the expectations for the agreement execution and find the best opportunities for both short term and long-term wins.</p> <p>In regards to integrating the contract into Wesco field sales team, the Government Team will send out an internal email blast to all salespeople announcing the contract. Training webinars will be held quarterly to review the requirements, strategies, targets and advantageous of selling through the contract. Internally, all documents and pricing information will be hosted on our internal Sharepoint website, for easy access and use by our branches throughout the country. This information includes – Contract Overview, Pricing, Customer Linecard, and other internal and marketing materials. This way, the salespeople have immediate access to all selling tools.</p> <p>We will replicate this practice in Canada through their VP of Sales.</p>	*

39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>eProcurement Ordering Solutions Wesco's eProcurement solutions allow you to receive real-time supply chain information to improve efficiency, streamline purchasing, and deliver cost savings while meeting the government's unique procurement needs. Many government and educational customers access Wesco eCommerce online solutions through any web browser utilizing their .gov or .edu email address plus secure PW to login. Purchases can be made via PO number or P-Card. We have worked with many institutions to establish punchout connections through 3rd Party Market Sites such as Jaggaer or ESM. Our solutions reduce errors from manual entry, and can reduce processing costs by transacting via EDI, XML, or CXML for the electronic exchange of purchase orders, invoices, and advance shipment notifications.</p> <p>Buy.wesco.com and Anixter.com, our web-based business systems, perform a variety of presales, ordering, and post-sales functions such as:</p> <p>View product information</p> <ul style="list-style-type: none"> • Search by Keyword, manufacturer PN, Wesco PN or your PN • View contract price • View Wesco's inventory in real time <p>Place orders and request quotes</p> <ul style="list-style-type: none"> • Save a bill of materials • Create reusable lists for repeat or standardized orders • Utilize "quick-order" function • Confirm product standards and download manufacturer specifications • Request quote for large projects or items not found online <p>Manage orders</p> <ul style="list-style-type: none"> • View order status • Receive order confirmations • Track shipments • Receive shipping acknowledgements • View proof of deliveries • Download copies of invoices <p>Select account preferences (login only)</p> <ul style="list-style-type: none"> • Save payment information • Update shipping addresses • Manage users' access within your organization • Request levels of authorization <p>Connect with your Wesco sales team</p> <ul style="list-style-type: none"> • Submit requests for quotes • Call, email or otherwise collaborate in the way that you like to do business <p>Additional eCommerce capabilities can be reviewed on our websites: https://www.Anixter.com/en_us/services-and-solutions/supply-chain-services/ecommerce.html https://buy.wesco.com/content/learning-center</p>
----	--	--

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Customer-specific product training solutions are a feature of Wesco's Value Creation (WVC) Program. We offer a wide range of trainings across 40 value added services including safety, energy & sustainability, security, engineering services, eCommerce, and much more.</p> <p>Moreover, Wesco branches and region offices are staffed with sales personnel who can provide product application expertise, technical bulletins for the range of products marketed, and access to local manufacturer representatives. On-site training seminars and assistance can be coordinated by Wesco and/or factory representatives. Since Wesco is partnered with most top name MRO, Electrical and Lighting manufacturers in the industry, we can take over the task of scheduling manufacturers to provide specific product training.</p> <p>The frequency and costs vary based on the customer's requirements. Certain training is available at no additional charge while other training and in-service support are contingent upon the product manufacturer's service and support rates.</p> <p>Wesco sales personnel along with the Regional Government Managers are there to provide product updates, product training and to set up product seminars as requested by the customer.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>As most of these products offered may be considered “off-the-shelf” and “Commodity” type items, technology advances specific to the manufacturers Wesco will be offering may not be deemed exclusive to Wesco. Wesco does have a strong history of partnering with world-class suppliers to provide the best selection of quality Data Center, Security, A/V, Electrical, Lighting and MRO products to our customer base. It is through these partnerships that Wesco and our preferred suppliers have grown and become driving forces in the market. To maintain our leadership position as an electrical distributor, Wesco will continue to work even closer with our preferred suppliers. It is for this reason that we are going through a supplier rationalization process where we will drive more business to our preferred strategic partners, maximizing the profitability of our company and theirs, while never losing sight of supplying the highest quality products to meet the needs of our mutual customers.</p>	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmental sustainability is a strategic priority for Wesco and a company-wide responsibility. As a global supply chain solutions provider, Wesco is committed to sustainability initiatives and to actively managing the impact of our operations on the environment and the communities we serve. Beyond managing our own environmental impact, Wesco is also uniquely positioned as a trusted supply chain partner to help our customers and suppliers achieve their own sustainability goals. We report the progress of our Environmental Sustainability actions annually as part of our Carbon Disclosure Project submissions and bi-annually as part of an overarching Corporate Social Responsibility Report.</p> <p>Environmental Sustainability Initiatives</p> <ul style="list-style-type: none"> • LED retrofits to reduce our power usage • Increasing recycling efforts and optimization to reduce waste to landfill • Utilizing EV and alternative fuel for our fleet <p>Environmental Sustainability Objectives:</p> <ul style="list-style-type: none"> • Actively manage and reduce energy usage at all branches, Distribution Centers and corporate locations; • Reduce energy demands across the company through the adoption and implementation of new energy saving and renewable energy technologies where practical and financially feasible; • Reduce greenhouse gas emissions through improved building energy efficiency, reduced fuel consumption, and investments in renewable energy sources where feasible; • Evaluate our delivery trucks, fleet vehicles and employee travel on a yearly basis, and where feasible, to replace older vehicles with more fuel efficient vehicles; • Work with our employees and waste disposal partners to evaluate and raise awareness of all recycling opportunities in our locations and to track and measure recycling rates; • Build a best-in-class sustainability program by actively engaging our employees and leadership in our environmental sustainability program through communication, training and participation opportunities; • Work as a trusted advisor with customers and suppliers to drive sustainability and energy saving measures across the value chain through our product and service offerings; • Monitor the environmental performance of our supply chain partners since the greatest environmental impact often happens before products are received for distribution to our customers; and • Form partnerships with government and non-government organizations that we believe can help us in our sustainability mission and objectives. <p>Environmental Sustainability Goals</p> <ul style="list-style-type: none"> • 8% reduction of greenhouse gas emissions intensity • 10% reduction in facility energy intensity • 3% improvement in the fuel efficiency of our fleet • 10% reduction in landfilled waste intensity 	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Where possible, Wesco looks to promote green products that have earned 3rd party certification from an independent certifying agency. Some of the key 3rd party certifications Wesco products carry include ENERGY STAR, Green Seal, FSC, SFI, and FEMP-Compliant. Working with federal customers, Wesco has placed a special emphasis on identifying 3rd party certification for product categories covered under the EPA’s Environmentally Preferable Purchasing Guidelines (www.epa.gov/epp/).</p> <p>Wesco has worked diligently with its manufacturer partners to identify a strong set of products that meet one or more of the following criteria: energy savings, water conservation, waste reduction, harmful chemicals removed, recycled, environmentally friendly, or environmentally friendly system. Each product within these categories carries certifications such as Energy Star®, FEMP, RoHS and others. Manufacturers provide documentation to Wesco to substantiate these categorizations and certifications.</p>	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a Fortune 500 Company and international distributor of electrical, lighting, datacom, security, A/V and general MRO products, Wesco Distribution, Inc. welcomes opportunities to work closely with businesses led by minority, women, and disabled owned entrepreneurs whose talents and capabilities assist Wesco in being a stronger and more respected company. Wesco is committed to purchasing products and services from companies having diverse ownership characteristics, as well as supporting our customers with quality products to maintain their operations at high levels of safety and performance.</p> <p>Since 1999, we have distributed quarterly electronic diversity purchasing reports to help U.S. customers report on their indirect diversity purchases from Wesco. As a General Services Administration (GSA) contract holder since 2000, we continuously strive to attain annual small business subcontracting goals. The small business subcontracting initiative focuses on increasing subcontracting opportunities for minority, women, and disabled veteran-owned business enterprises (MWDVBEs), as well as HUBZone- and 8-A-certified small businesses to receive maximum practical opportunities in federal government subcontract awards. The program seeks to ensure that domestic small businesses receive a fair and equitable opportunity to compete for and receive subcontracts.</p> <p>Currently, Wesco distributes product from more than 1450 diverse manufacturers.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Wesco competes directly with global, national, regional, and local distributors of Electrical, Lighting, MRO and Datacom and other industrial supplies. Competition is primarily focused on the local service area, and is generally based on product line breadth, product availability, service capabilities and price.</p> <p>Wesco also competes with buying groups formed by smaller distributors to increase purchasing power and provide some cooperative marketing capability. While increased buying power may improve the competitive position of buying groups locally, Wesco believes it is difficult to coordinate a diverse ownership group to provide consistent quality products and services across multiple geographic regions. Although certain Internet-based procurement service companies, auction businesses and trade exchanges remain in the marketplace, the impact on our business from these competitors has not been significant to date.</p> <p>Market Leadership - Our ability to manage complex global supply chains, multi-site facility maintenance programs and construction projects that require special sourcing, technical advice, logistical support, and locally based service has enabled us to establish a strong presence in our served markets. Wesco has utilized these skills to generate significant revenues in a broad range of industries with intensive use of electrical and industrial products.</p> <p>Broad Product Offering and Value-added Services - Wesco provides a wide range of products, services, and procurement solutions, which draw on our product knowledge, supply and logistics expertise, system capabilities, and supplier relationships to enable our customers to maximize productivity, minimize waste, improve efficiencies, reduce costs, and enhance safety. Our broad product offering, and stable source of supply enables us to consistently meet virtually all of a customer's product, MRO, and OEM requirements.</p> <p>Extensive Distribution Network - Wesco operates more than 800 geographically dispersed branch locations and 43 distribution centers. Our distribution centers add value for our customers, suppliers, and branches through the combination of a broad and deep selection of inventory, online ordering, next-day shipment and central order handling, and fulfillment. Our distribution center network reduces the lead-time and cost of supply chain activities through automated replenishment and warehouse management systems and economies of scale in purchasing, inventory management, administration, and transportation. This extensive network, which would be difficult and expensive to duplicate, provides us with a distinct competitive advantage and allows us to:</p> <ul style="list-style-type: none"> • Enhance localized customer service, technical support and sales coverage; • Tailor individual branch products and services to local customer needs; and • Offer multi-site distribution capabilities to large customers and global accounts. <p>Low-Cost Operator - Our competitive position has been enhanced by our consistent favorable operating cost position, which is based on use of Lean, strategically located distribution centers, and purchasing economies of scale. As a result of these factors, our operating cost as a percentage of sales is one of the lowest in our industry.</p>

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Wesco passes through the warranties offered by our manufacturer and installer partners, without modification.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Wesco passes through the warranties offered by our manufacturer partners, without modification.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	As the role of Wesco being a distributor, and does not have any Technicians on staff, this will not apply.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Wesco will assist any member with any warranty issues across the United States, but since Wesco does not have Technicians on staff, this will not apply.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Wesco will assist any member regarding any warranty issue and will work with the respective manufacturer to resolve the problem. The ultimate responsibility will be the OEM, but the member will work with Wesco along the way to satisfy the issue.
51	What are your proposed exchange and return programs and policies?	<p>Return Policy –</p> <ul style="list-style-type: none"> • Customer may return material for any reason at the branch or distribution center from which the material was shipped, subject to Wesco prior approval, which will not be unreasonably withheld. Prior to returning material, contact your Wesco salesperson for approval and instructions. • If permission for return is granted, Wesco shall issue a Return Authorization number, and material approved for return should be sent back to Wesco within 30 days after the issuance of the RA number. • Returns are subject to manufacturing restocking fees, if any. • Material return requests greater than 60 days after the customer receipt of the material may not be approved for return. • Wesco will only accept the return of materials that were purchased directly from Wesco. • Approved return material must be returned unused and in re-sellable condition in order to receive credit. Electrical components must be unopened in order to be considered re-sellable. • Any non-stock/special made-to-order product that cannot be returned to the Wesco material manufacturer will not receive return authorization and the customer will not be issued credit. • The customer will be notified in the event material received back to Wesco is deemed not creditable and to determine to either scrap or return the material back to the customer, at the customer's expense.
52	Describe any service contract options for the items included in your proposal.	As a products distributor, Wesco does not offer any direct Service Contract options. Wesco can help facilitate with the manufacturers in the event a Service Contract comes available, as these options would come directly from the manufacturer.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Wesco's standard payment terms are NET 30 from day of shipment
54	Describe any leasing or financing options available for use by educational or governmental entities.	Wesco does not provide any Leasing or Financing options. We are willing to work with Sourcewell's awarded Leasing Company based upon member request.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Wesco does not utilize standard order forms with customers that leverage Sourcewell. We follow the usual quote, customer order review and order acknowledgement process, with awards subject to the terms of the Sourcewell agreement.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	WESCO does accept P-Card procurement and payment process. There is no additional cost to Sourcewell member in using this option.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Wesco will offer a "Discount off MSRP" Price Schedule broken down by Manufacturer and Product Sets. It will also show commodity manufacturers that will be based on a "Cost Plus" structure. This is titled "Sourcewell – Categories & Manufacturers". Since we are pricing several hundred suppliers products in our response, a SAMPLE of our MSRP sheets that Wesco will maintain for all manufacturers for the duration of the contracts is attached, and all sheets in effect at the time of pricing are available upon request. Please refer to our Categories and Manufacturer and sample MSRP documents in the upload section.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Discount ranges from 0% - 89% off of MSRP or Trade Service End Column, at the time of quote. The variance of the discounts is due to the different industries our suppliers serve, which have different discount levels provided for their Trade Service Pricing. Since we do not use a Wesco List price, we do not control the price levels, but this provides an accurate third-party benchmark for the basis of our discounts.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Wesco maintains strategic relationships with the top manufacturers in the industry. These relationships allow Wesco to negotiate additional cost-savings for large project and bulk purchases. Our contract price is a not to exceed level, but we are able to occasionally negotiate better pricing for a specific opportunity, based on supplier discounts and product availability. As every opportunity can be unique in nature, Wesco always entertains working with the customer on any large purchase to determine the matched manufacturer and product to then work strategically to obtain the best potential cost savings discount available. These opportunities are a case-by-case event therefore these opportunities will be examined at the time of inquiry.

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Wesco will attempt to source any manufacturer upon request. Customer requirements for specified products determine the selection of manufacturers. During Sales Order Processing, sales and operations groups review all customer product and service requirements. If product specified is not manufactured by a Wesco-approved Supplier, personnel will contact the relevant manufacturer to confirm their capabilities to produce product to relevant to the industry and government standards identified on the customer order.</p> <p>Wesco shall provide a quote based on a case-by-case scenario and pricing will be based upon “Cost Plus %”, which will be in line with the provided Wesco Price Schedule, based upon Product Category. In the quote to the member, Wesco will note items that are deemed Open Market.</p>	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Wesco’s proposal offers standard distribution services that includes standard shipping terms. Wesco has successfully developed and implemented numerous strategic alliances / managed business relationships throughout the United States, to assist our customers in reducing their “Total Cost of Ownership”. Collectively, they incorporate a wide variety of vendor managed inventory program elements, such as bin-stock replenishment, kitting, and warehouse management across a broad range of products.</p> <p>We normally incorporate these services into the price on the contract, while reserving the right to notify an agency in advance of any order, of the costs which need to be passed on due to services that are requested that are outside of the scope of our normally provided options.</p>	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipments of material are generally made via Wesco truck, UPS or a common carrier. Freight charges for Wesco core products shall be Prepaid and Allowed. For any expedited shipping per the customers’ request, this shall be Prepaid and Charge. The shipping charge will be added to the customer’s invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wesco maintains sales locations in Alaska and Hawaii. For items located in the locally stocked warehouse, the policy stated above will apply. For items shipping from the Continental U.S., shipping charges may apply. In the State of Hawaii, items shipping from a sales location different from the island of destination, shipping charges may apply. In the State of Alaska, shipping charges may apply in shipping to any remote location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Wesco Distribution, Inc. carrier partnerships are nationally, regionally and locally based. Wesco is capable of providing a wide range of shipping services, from shipping small parcels to shipments that are multiple truck loads. Wesco can also offer expedited deliveries from next flight out airfreight to local messenger deliveries. Wesco is always looking for capabilities of our carriers and comparing those to service needs to our customers. We will assign the appropriate carrier based on the final destination location, delivery services required, and delivery date to ensure the most economical shipping costs. Generally, WESCO can deliver in stock items to all member locations on a same day or next day basis depending on your locations’ specific needs. Same day shipments will require a cutoff time, to be established between Wesco and individual agency. Orders placed before the cutoff time would be delivered the same day, order placed after the cutoff time will be delivered the following day. Same day deliveries will be made via Wesco truck and/or local contract carrier.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *

<p>66</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>The SLED Contract Management team is responsible for the overall performance of the agreement between Sourcewell and Wesco, working with the branch network that has local responsibility for the day-to-day activities related to servicing the local facility. The Regional Government Manager (RGM) works with the branch manager who has the local responsibility for implementation and working with the service and sales team to ensure compliance with the agreement and meeting customer expectations.</p> <p>The core of our compliance processes is an assigned unique Global Account Number, dedicated to the Sourcewell contract which triggers pricing, reporting and fee accrual at the branch level. The Wesco Global Account organization, which the SLED Team is a part of, consists of an administrative staff at headquarters, is responsible for these aspects of the agreement and auditing pricing through our financial services team.</p> <p>Wesco utilizes a variety of quality and performance reporting and metrics to monitor our ability to meet internally set guidelines as well as specific customer programs. On a daily basis each of our facilities are evaluated and measured based upon each facilities ability to meet order fulfillment and shipping capability against targeted goals. Our materials management and warehouse management system monitors all steps in the order fulfillment process from picking, packing, consolidation, manifesting and for select carriers, proof of delivery.</p> <p>Wesco branches and offices assigned to support the account are staffed with sales reps who can provide product application expertise, technical bulletins for the range of products marketed, and access to local manufacturer representatives. An Account Executive, as well as an Inside Sales support person would be assigned to support each location.</p>
-----------	---	--

<p>67</p>	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>We expect our sales volumes to more than double during the term of the next contract. Due to increasing the number of agencies Wesco is working with and the broader portfolio we can offer following the acquisition of Anixter, expectations are very high for a potential award. With regards to internal metrics of our services, below are the the primary internal operations performance metrics Wesco utilizes to monitor our distribution business. Goal for each is 100%.</p> <p>Customer Satisfaction Performance All customer complaints are logged into our Customer Service Database. Measured as the total reported errors and includes Sales and Customer: 2021 – 99.93% 2020 – 99.93% 2019 – 99.90% 2018 – 99.90%</p> <p>Each complaint is documented as to the source of the error or issue, the two primary areas being Operations and Carrier related. Therefore, the number of reported errors is deducted to provide the percentage of orders where the customer was in fact 100% satisfied and we were accurate with getting the customer what they wanted, when they wanted it (correct material, correct quantity, and correct delivery).</p> <p>Order Fulfillment Performance Based on “On-Hand” Inventory Order Fulfillment is based on filling a customer's order completely with the correct product and quantity from product in stock. 2021 – 99.93% 2020 – 99.93% 2019 – 99.93% 2018 - 99.93%</p> <p>It means the material is available as a complete shipment from the warehouse at the time the order is processed. To make sure this is the fact, we monitor inventory integrity using cycle counts and block audits to ensure not only the availability of the product but that the product is in its correct warehouse locator for picking and the on-hand inventory quantity matches the quantity in our system.</p> <p>On-Time Shipping Performance On-time shipping is based upon how many orders were shipped within the timeframe requested or what percentage of the time the order shipped on time to meet the customer's expectation. 2021 – 98.32% 2020 – 98.13% 2019 – 98.13% 2018 - 99.98%</p> <p>Customer Rejection Rate Performance Rejection rate is based on design, which would be applicable to a manufacturer. However, we do measure our customer complaints; those could be considered customer rejections. The goal was 99.89% accuracy based on the number of orders shipped with issues that are the responsibility of operations (warehouse). The customer rejection rate will be 99.89% for 2022.</p>
<p>68</p>	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>Wesco would like to offer a 1% Contract Administration Fee that will be calculated against all sales based on the Sourcewell contract.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Wesco's business allows its customers to access more than 1,000,000 products. Wesco's network of branches and distribution centers stock more than 160,000 unique product stock keeping units ("SKUs") from over 30,000 suppliers. Each branch will tailor its inventory to meet the needs of the Participating Public Agencies in its local market, stocking an average of approximately 2,500 SKUs.</p> <p>Representative products that Wesco offers include:</p> <ul style="list-style-type: none"> • Electrical Supplies. Wiring devices, fuses, terminals, connectors, boxes, enclosures, fittings, lugs, terminations, tape, splicing and marking supplies • Industrial Supplies. Tools and testers, safety and security, fall protection, personal protection, consumables, fasteners, janitorial and other MRO supplies • Power Distribution. Circuit breakers, transformers, switchboards, panel boards, metering products and bus way products • Lighting. Lamps, fixtures, ballasts, mounts, poles and lighting control products • Wire and Conduit. Wire, cable, raceway, metallic and non-metallic conduit • Control, Automation and Motors. Motor control devices, drives, surge and power protection, relays, timers, pushbuttons and operator interfaces • Data and Telecom. Copper and fiber cable, data connectivity, support and protection products • Physical Security and Access Control. DVR's, Card Readers, Camera's, Applicable Software • Door Locking Hardware. Keys & Cylinders, Locking Hardware, Key Management • Audio/Video. Mounts, Control Systems, Cameras, Speakers, Displays, Projectors, Microphones • WES Services. Turkey installation of EV Charging, Solar, Lighting <p>Wesco will attempt to source any manufacturer upon request. Customer requirements for specified products determine the selection of suppliers. During Sales Order Processing, sales and operations groups review all customer product and service requirements. If product specified is not manufactured by a Wesco-approved Supplier, personnel will contact the relevant manufacturer to confirm their capabilities to produce product to relevant to the industry and government standards identified on the customer order.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>WES Services Provided -</p> <ul style="list-style-type: none"> • Lighting Services WES can provide interior and exterior lighting solutions for traditional, decorative and energy efficient needs. WES can offer energy audits, design lighting, control system upgrades, and integrate with building management systems. • EV Charging Stations WES can off a complete solution for commercial and public plug-in electric vehicle (PEV) stations that are compliant with all industry standards and compatible with all major auto manufacturers' electric vehicles. WES can assist accessing available rebates and incentives. Product is SAE J1772 compliant • Solar WES can provide solutions for Rooftops, Parking Facilities and Undeveloped Open Areas to future-proof your electrical rate and offset your utility bill expenditures. WES can also assist in researching incentives and rebate funding that may be available to you • Wireless If you are looking to add or expand your Distributed Antenna System or a basic Wi-Fi system with access points, WES can install the system to fit your needs • Network Infrastructure Needing to expand or upgrade your copper and fiber internal communication system to meet your networking needs? WES can install the latest technology of cable, connectivity and network pathways to exceed your highest demands.

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

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

Line Item	Category or Type	Offered *	Comments
71	Facility MRO	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tools and testers, safety and security, fall protection, personal protection, consumables, fasteners, janitorial
72	Industrial supplies or building materials	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wire, cable, raceway, metallic and non-metallic conduit. Copper and fiber cable, data connectivity, support and protection products. DVR's, Card Readers, Camera's, Applicable Software. Keys & Cylinders, Locking Hardware, Key Management. Mounts, Control Systems, Cameras, Speakers, Displays, Projectors, Microphones
73	Electric, mechanical, fluid, or pneumatic power transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	Circuit breakers, transformers, switchboards, panel boards, metering products and bus way products. Motor control devices, drives, surge and power protection, relays, timers, pushbuttons and operator interfaces
74	Electrical service or lighting	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wiring devices, fuses, terminals, connectors, boxes, enclosures, fittings, lugs, terminations, tape, splicing and marking supplies. Lamps, fixtures, ballasts, mounts, poles and lighting control products
75	Plumbing or waterworks	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Services related to the offering of the solutions in Lines 71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wesco provides Product Values Added Services that is offered by specific manufacturers that may include – existing products audits, new product start-ups and tie-in's, new product training, etc.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Wesco Sourcewell - Price Structure.xlsx.zip - Friday September 09, 2022 10:28:31
 - [Financial Strength and Stability](#) - Wesco_2021_Annual_Report and 10-k.zip - Thursday September 08, 2022 09:49:29
 - [Marketing Plan/Samples](#) - Wesco Sourcewell current marketing samples.zip - Thursday September 08, 2022 09:53:07
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty - WESCO.docx - Tuesday September 06, 2022 11:41:25
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Wesco_Awards Since 2017.pdf - Tuesday September 06, 2022 11:39:55

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Lee Osterman, VP-Government Sales, Wesco Distribution, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Facility_MRO_Supplies_RFP_091422 Wed August 24 2022 02:50 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Facility_MRO_Supplies_RFP_091422 Wed August 17 2022 02:11 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Facility_MRO_Supplies_RFP_091422 Mon August 1 2022 09:35 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Facility_MRO_Supplies_RFP_091422 Fri July 29 2022 03:22 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Facility_MRO_Supplies_RFP_091422 Thu July 28 2022 04:35 PM	<input checked="" type="checkbox"/>	1



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with Donohue & Associates, Inc., for the Fort Jesse Watermain and Enterprise Tower Construction Observation, in the Amount Not to Exceed \$565,700, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: On April 25, 2022, Council approved a Contract with Donohue and Associates, Inc., for the Systemwide Potable Water Distribution Improvements Preliminary Design, in the amount of \$1,497,400. The Water Department is recommending the approval of a contract with Donohue & Associates, for the Fort Jesse Water Main Replacement (Bid #2024-32) and Enterprise 1MG Elevated Water Storage Tank construction, observation, and contract administration, in the amount not to exceed \$565,700. This Item is for the oversight of Project 5 - Pipe upgrades along Fort Jesse Road and Project 6 - Elevated Storage Tank at Hamilton Road and Morris Avenue. These two projects will add redundancy, help maintain consistent system pressure, and help distribute water throughout the system and are the first 2 of 8 projects to complete the Systemwide improvements.

As the Engineer of Record, Donohue & Associates will consult the City and act as the City's representative during all phases of this construction project. This will include conducting pre-construction meetings, site visits to observe progress and quality of work, determining if the construction contractor's work is proceeding in accordance with the contract documents, reviewing pay orders, and keeping the City informed of all imminent safety concerns, dangerous situations, or safety threats.

City staff reviewed the engineering firms under the Potable Water category from the A&E RFQ #2022-25, which is the key design service of the project as described above and determined Donohue & Associates to be the most qualified firm to do the work that best meets the City's needs. Based on Donohue & Associates' selection under the A&E RFQ 2022-25 and their experience in potable water work, Donohue & Associates was asked to submit a proposal for scope and fees associated with the Fort Jesse Watermain and Enterprise Tower Construction Observation. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a Fiscal Year (FY) 2025 Budgeted project. If approved, the City will enter into an agreement with Donohue & Associates, Inc., in the amount not to exceed \$565,700. This will be paid out of the Water Mechanical Maintenance-Architectural & Engineering Services for Capital account (50100160-70051). This project is included in the FY 2025 Budget at \$475,000. The construction of these two project was budgeted at \$11,000,000 in FY 2025, however, the award amount to be considered is included as part of the Consent Agenda this evening with a total of \$7,939,468, which is \$3,060,532 under budget. If the Fort Jesse Watermain and Enterprise Tower Construction items and this item are approved, a budget transfer of \$90,700 will be processed from the Water Mechanical Maintenance-Other Capital account (50100160-72620) to the Water Mechanical Maintenance-Architectural & Engineering Services for Construction account (50100160-70051), where the not to exceed \$565,700 will be encumbered and expensed as needed. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 99, 158, 242, 263 and 264.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

ATTACHMENTS:

[WTR 2B Agreement](#)

CITY OF BLOOMINGTON AGREEMENT WITH
DONOHUE & ASSOCIATES, INC.
FOR
ARCHITECTURAL & ENGINEERING SERVICES

THIS AGREEMENT, dated this ____ day of May, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Donohue & Associates, 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.

- X This Agreement was subject to the following procurement initiative by the CITY: "RFQ #2022-25 FY22 Multi-Year Professional A&E Services" (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:

- X 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 to the proportionate extent caused by VENDOR's negligent acts, errors, or omissions 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.

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. Any reuse or alteration of the documents for any purpose other than that for which such documents were originally prepared shall be at CITY's sole risk and VENDOR assumes no responsibility for the alteration or reuse of those documents.

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:

X 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:

Donohue & Associates, Inc.
 Attn: Terry Boyer
 1605 S. State Street, Suite 1C
 Champaign, IL 61820
 tboyer@donohue-associates.com

Copy to:
 Donohue & Associates, Inc.
 Attn: Craig Brunner
 3311 Weeden Creek Road
 Sheboygan, WI 53081
 cbrunner@donohue-associates.com

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 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). For purposes of this Agreement, a party is "successful" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's 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: Craig W. Brunner
Its President

By: Tom K. Boy
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED



EXHIBIT A
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The City (Owner) is retaining Donohue & Associates, Inc. to provide Construction-Related Services for the Enterprise Tower and Ft Jesse Watermain (WM) Improvements projects which consist of the construction of a new elevated tower at the Prairie Vista Golf Course and replacement of a 12” watermain with a 16” watermain along Ft Jesse Road for a distance of approximately 1200 linear feet. These projects will be bid as separate projects and the construction duration is expected to be approximately six months for the watermain project and twenty months for the elevated tower project.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

1. Construction Related Engineering Services

Upon successful completion of the Bidding Phase, and upon award of the Enterprise Tower and Ft Jesse WM improvements construction contract by the Owner, Donohue shall provide the following construction phase contract administration and observation services for the Project:

- 1.1 *General Administration of Construction Contracts.* Consult with Owner and act as Owner’s representative as provided in the General Conditions of the Contract Documents as included in the Project Manual. Included in this effort is receipt and incorporation of constructability revisions to the documents, as directed from time to time, by the City.
- 1.2 *Pre-Construction Conference and Progress Meetings.* Conduct one Pre-Construction Conference prior to commencement of the Work at the Project site and prepare and distribute minutes. Donohue’s project manager shall also attend a total of twelve (15) Construction Pay/Progress Meetings over the course of the 20-month construction duration from Notice-To-Proceed to Substantial Completion. It is understood that, as per the Construction Contract, the Construction Contractor shall conduct the progress meetings and prepare the agenda for the meetings. Donohue is to prepare and distribute minutes for Pre-Construction Conference, and Construction Contractor is to prepare and distribute all progress meeting minutes. Owner will review said minutes for accuracy.
- 1.3 *Visits to Site and Observation of Construction.* Perform the following services in connection with observations of the Construction Contractor’s work-in-progress:
 - 1.3.1 Donohue will provide to the project a Resident Project Representative (RPR) who will make visits to the Project Site at intervals and frequencies as described herein, as

appropriate for the various stages of construction in order to observe the progress and quality of the Work. Such visits and observations by Donohue are not intended to be exhaustive or to extend to every aspect of a Construction Contractor's work-in-progress or to involve detailed inspections of a Construction Contractor's work-in-progress beyond the responsibilities specifically assigned to Donohue in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Donohue's exercise of professional judgment.

Based on information obtained during such visits and observations, Donohue will determine in general if the Construction Contractor's work is proceeding in accordance with the Contract Documents, and Donohue shall keep the Owner informed of the progress of the construction work. The Contract Document requires that the Construction Contractor be responsible for staking and layout of the work to be constructed. Therefore, it is agreed that Donohue's observation services specified herein do not include staking or layout of the work to be constructed. However, Donohue will provide to the Construction Contractor the coordinate points, benchmarks and control points used to design the Work, which is so stated in the Project Manual

- 1.3.2 Under the fee prescribed for in this Agreement, Donohue's RPR will provide a limited level of construction observation efforts. To this end, Donohue will provide up to **1,488 hours of observation work**, including travel time and vehicle expense to and from the site within the overall 20-month Construction Contract duration.
- 1.3.3 The purpose of Donohue's visits to the Site will be to enable Donohue to provide the Owner a greater degree of confidence that the completed work is in general conformance with the Contract Documents and that the integrity of the design concept of the completed Project, as functioning as a whole system. Donohue's RPR will not have authority over or responsibility for supervising the Construction Contractor's workers or the Owner's staff. Donohue's RPR will not, during such visits or as result of such observations of the work supervise, direct, or have control over any Construction Contractor's work, nor shall Donohue have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by any Construction Contractor, for safety precautions and programs incident to the Construction Contractor's work or for any failure of any Construction Contractor to comply with laws and regulations applicable to Construction Contractor's furnishing and performing the work. However, Donohue will quickly report its observations to the Owner when it observes a situation at the construction site that is an obvious and apparent imminent safety concern, a dangerous situation, or a safety threat. Donohue does not guarantee the performance of any Construction Contractor nor assume the responsibility for any Construction Contractor's failure.

- 1.4 *Defective Work.* Donohue will recommend to Owner whether a Construction Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Donohue believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design

concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- 1.5 *Clarifications and Interpretations and Field Orders.* Donohue will issue within a reasonable time period, upon Construction Contractor's written Request for Information (RFI) for the Construction Contract, the necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of each Construction Contractor's work. Such clarifications and interpretations will be consistent with the intent of and interpretations reasonably inferable from the Contract Documents. Donohue may also issue Field Orders authorizing minor variations from the requirements of the Contract Documents, which the Owner and Construction Contractor agree do not affect contract time of completion or the value of work. Donohue will respond to RFI's and Field Orders to the Owner's project manager at the same time that said documents are issued to the Construction Contractor. It is assumed there will be no more than 60 RFI's.
- 1.6 *Change Orders and Work Change Directives.* For the Construction Contract, Donohue will recommend Change Orders and Work Change Directives to the Owner, as appropriate, and prepare Change Orders and Work Change Directives as required. Donohue will prepare support documentation related to said Change Orders and Work Change Directives and furnish change order documents to the Owner in advance of its regular month meetings.
- 1.7 *Shop Drawings and Samples.* Donohue will complete a technical review of shop drawings, product literature, and other submittals for the project's structural systems, electrical, process equipment, SCADA system components, piping systems, and other required items to determine general conformance to the design intent of the project's plans and specifications. It is assumed there will be no more than 50 shop drawings.
- 1.8 *Substitutes and "or-equal."* Donohue will evaluate Construction Contractor's substitution requests for determination of acceptability. Donohue will forward its evaluation of acceptability to Owner for action and Donohue will forward Owner's determination of acceptability to the Construction Contractor.
- 1.9 *Applications for Payment.* Donohue will review the Construction Contractor's application for Payment and accompanying supporting documentation. Such recommendations of payment will be in writing and will constitute Donohue's representation to Owner that, to the best of Donohue's knowledge, information and belief that the Construction Contractor's work has progressed to the point indicated and the quality of such work is generally in accordance with the Contract Documents.
- 1.10 *Startup Services.* Provide start-up assistance to Owner, for initial start-up of the Ft Jesse Generator and Electrical improvements. Start-Up assistance is limited to 50 hours including trips to the site.
- 1.11 *Substantial Completion.* Promptly after notice from Construction Contractor that he or she considers the entire work ready for its intended use, in company with the Owner and Construction Contractor, Donohue shall conduct a visit to the site to determine if the work

is Substantially Complete. If after considering any objections of the Owner, Donohue considers the work to be Substantially Complete; Donohue shall deliver a Certificate of Substantial Completion to the Owner and the respective Construction Contractor.

- 1.12 *Record Documents.* Receive and review annotated “red-lined” record documents for the City’s Construction Contract. These annotated record documents are to be assembled by the Construction Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the Project annotated record documents received from the Construction Contractor. Donohue will forward to the Owner the completed Record Drawing deliverables in the form of AutoCAD files and three 11” x 17” size printed-paper sets. Donohue takes no responsibility for the quality, thoroughness, and accuracy of the “red-lined” record documents provided by the Construction Contractor.
- 1.13 *Elevated Tower Observation Services.* The elevated tower fabrication, erection and coating observation will be performed by a specialty subconsultant to Donohue and will include the following key items:

Shop Observation Services:

- a. Observe steel delivered to fabrication shop for thickness, conformance to specifications
- b. Review coating mixing, thinning, and manufacturer’s application requirements.
- c. Monitor environmental conditions prior to and during coating application (i.e., ambient temperature, surface temperature, relative humidity, and dew point).
- d. Observe applied coating for dry film thickness, coverage, uniformity, and cure.

Hold Point Welds - Observe, Record, Report and:

- a. Observe steel delivered to Site for thickness, conformance to specifications, and quantity.
- b. Observe welding procedures and practices and completed welding. Select locations for radiographic observation of steel welded at ground level.
- c. Observe welding procedures and practices and welding completed in the air. Select locations on completed aerial construction for radiographic observation of erected steel.
- d. Review construction for completeness, installation of tank appurtenances, and final observation of all welding prior to withdrawal of the erection crew and removal of access equipment.

Hold Point Coating Wet Interior- Observe, Record, Report, and:

- a. LPWC for thoroughness and compliance with specifications.
- b. Set standard for spent abrasive cleaning and examine surface profile created.
- c. Abrasive blast cleaning prior to application of the prime coat.
- d. Prime coat prior to application of the intermediate coat.
- e. Intermediate coating prior to application of the stripe coat.
- f. Stripe coat prior to application of the topcoat.
- g. Topcoat for compliance with specifications.
- h. Observe Wet Interior using high/low voltage holiday detection.
- i. Seam sealer for compliance with specifications.

Hold Point Coating Exterior- Observe, Record, Report, and:

- a. LPWC for thoroughness and compliance with a set standard for abrasive blast cleaning.
- b. Abrasive blast cleaning prior to primer application.
- c. Prime coating prior to application of the intermediate coat.
- d. Intermediate epoxy coat prior to application of the next urethane intermediate coat.
- e. Intermediate urethane prior to application of the topcoat.
- f. Topcoat for compliance with specifications. Check foundations coating for compliance with specifications.
- g. Observe Exterior using high/low voltage holiday detection.
- h. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements.

Hold Point Coating Dry Interior- Observe, Record, Report, and:

- a. Set standard for abrasive cleaning and examine surface profile created.
- b. Abrasive blast cleaning prior to application of the prime coat.
- c. Prime coat prior to application of the topcoat.
- d. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.

Hold Point Coating Pit Piping- Observe, Record, Report, and:

- a. Set standard for abrasive cleaning and examine surface profile created.
- b. Abrasive blast cleaning, prior to application of primer.
- c. Epoxy Prime coat, prior to application of the topcoat.
- d. Topcoat for compliance with specifications.

C. PROJECT TIMING

Donohue shall be authorized to commence the services as set forth herein upon execution of this Agreement. Construction related services will be rendered as dictated by the construction activities as they progress based upon twenty (20) months of construction duration, which is from Notice To Proceed to Substantial Completion.

**PART II
OWNER RESPONSIBILITIES**

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
 2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities, surveys, geotechnical and environmental studies, or assessments.

3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these basic Services will not exceed \$565,700 without prior written approval from Owner.
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

EXHIBIT B
PAYMENT TERMS

Enterprise Tower and Ft Jesse WM - Construction Phase Services (20 Month Duration)
City of Bloomington, Illinois
2024 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate **1.4794** **14.500%**

Task Description	PM	Elect	Civil	Struct	RPR	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
	ENG VIII	ENG VI	ENG III	ENG V	ENG I								
Construction Phase Services													\$ 565,698
301 Construction Administration	416		48		48	512	\$ 45,007	\$ 2,540		\$ 66,582.70	\$ 16,549	\$ 130,678	
302 RFI's (assumed 60 RFI's)	16	28	54	22		120	\$ 8,100			\$ 11,982.46	\$ 2,912	\$ 22,994	
303 Shop Drawings (assumed 50 shop drawings)	24	52	72	52		200	\$ 13,717			\$ 20,292.40	\$ 4,931	\$ 38,940	
304 Construction Observation	72	40	60	16	1,488	1,676	\$ 78,211	\$ 15,051	\$ 99,375	\$ 115,705.89	\$ 30,300	\$ 338,644	
305 Startup Assistance	4	12	18		16	50	\$ 2,961	\$ 3,200		\$ 4,380.80	\$ 1,529	\$ 12,071	
306 Record Drawings	4	12	40	8	6	70	\$ 4,266			\$ 6,310.62	\$ 1,534	\$ 12,110	
307 Change Order Preparation	12	8	24	8		52	\$ 3,615			\$ 5,347.62	\$ 1,300	\$ 10,262	
Total	548	152	316	106	1,558	2,680	\$ 155,876	\$ 20,791	\$ 99,375	\$ 230,602	\$ 59,054	\$ 565,698	\$ 565,698
Total Direct Labor Dollars by Staff	\$ 53,156	\$ 11,572	\$ 17,083	\$ 7,211	\$ 66,854							TOTAL	\$ 565,700

Construction Cost Estimate **\$10,500,000**
Fee as Percent of Construction **5.4%**

EXHIBIT C
CERTIFICATE OF INSURANCE



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Three-Year Contract with Kemira Water Solutions, Inc., for Ferric Sulfate (Bid #2024-34), in the Amount of \$343 per Ton Delivered, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a contract with Kemira Water Solutions, Inc., for ferric sulfate. The price per ton is 7.05% lower than the current contract price. Ferric sulfate is a compound used to increase the removal of suspended materials, such as small soil particles, that are suspended in the water. Small, suspended particles clump together to settle quicker in the water treatment plant.

The project was advertised by the City to solicit competitive bids. Bids for this contract were released at 10:00 AM on Tuesday, February 6, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Two bids were opened on February 27, 2024. The City's Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached. The Water Department solicited bids for the following periods: the initial term of May 1, 2024, through April 30, 2025, with alternate bids for May 1, 2025, through April 30, 2026 (Alternate Bid 1), and May 1, 2026, through April 30, 2027 (Alternate Bid 2).

Kemira Water Solutions, Inc., submitted a bid for the initial term at \$343 per ton with an Alternate Bid 1 at \$360 per ton and an Alternate Bid 2 at \$378 per ton. Chemtrade Chemicals US, LLC, submitted a bid for the initial term at \$514 per ton with no alternate bids.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on February 6, 2024.

FINANCIAL IMPACT: This is an FY 2025 budgeted item. If approved, approximately \$35,000 will be allocated to cover the fiscal year FY 2025 (May 1 2024, through April 30, 2025). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Water has included \$1,530,500 for all water chemicals in the FY 2025 Proposed Budget. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 94. If approved, Water will include the appropriate amounts in the FY 2026 and FY 2027 Budgets respectively.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 1B Agreement](#)

[WTR 1C Base Bid](#)

[WTR 1D Alternate Bid #1](#)

[WTR 1E Alternate Bid #2](#)

CITY OF BLOOMINGTON AGREEMENT WITH
Kemira Water Solutions

FOR
Liquid Ferric Sulfate

THIS AGREEMENT, dated this ___ day of _____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and _____ Kemira Water Solutions (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 #2024-34 (hereinafter "REQUEST").

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Kemira Water Solutions, Inc.
4321 W. 6th St.
Lawrence, KS 66049
Kwsna-bids@kemira.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

By: 
Its **Commercial Support Manager**

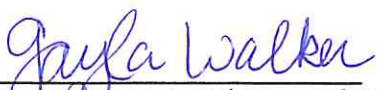
By: 
Its **Commercial Support Specialist**

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Supply and deliver bulk liquid Ferric Sulfate as needed to the City of Bloomington Water Treatment Plant located at 25515 Waterside Way, Hudson IL. 61748.

EXHIBIT B
COSTS/FEES

Cost \$343.00 per delivered ton, May 1, 2024-April 30, 2025
Cost \$360.00 per delivered ton, May 1, 2025-April 30, 2026
Cost \$378.00 per delivered ton, May 1, 2026-April 30, 2027

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Kemira Water Solutions, Inc. 1000 Parkwood Circle Suite 500 Atlanta, GA 30339	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Bloomington, its employees and officials are included as Additional Insureds as respects to General Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of with respects to General Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location(s) Of Covered Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: TB2-651-289679-013

COMMERCIAL GENERAL LIABILITY
CG 20 37 0413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE**Name Of Additional Insured Person(s)
Or Organization(s):**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: TB2-651-289679-013

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: TB2-651-289679-013

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2024

3/13/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <hr/> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border-bottom: 1px solid black;">NAIC #</td> </tr> <tr> <td>INSURER A : National Union Fire Ins Co Pitts. PA</td> <td style="text-align: right;">19445</td> </tr> <tr> <td>INSURER B : Insurance Company of the State of PA</td> <td style="text-align: right;">19429</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td style="text-align: right;">23841</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co Pitts. PA	19445	INSURER B : Insurance Company of the State of PA	19429	INSURER C : New Hampshire Insurance Company	23841	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : National Union Fire Ins Co Pitts. PA	19445														
INSURER B : Insurance Company of the State of PA	19429														
INSURER C : New Hampshire Insurance Company	23841														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1459370 KEMIRA WATER SOLUTIONS, INC. 1000 PARKWOOD CIRCLE, SUITE 500 ATLANTA GA 30339															

COVERAGES KEMWA01 **CERTIFICATE NUMBER:** 20368974 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP/COLL DED - \$1,000	Y	N	CA3493648	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC014220478 WC014220479 (CA)	6/1/2023 6/1/2023	6/1/2024 6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: BID #2024-34; CITY OF BLOOMINGTON, ITS EMPLOYEES AND OFFICIALS ARE ADDITIONAL INSURED WITH REGARDS TO AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. 30 DAYS NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER 20368974 CITY OF BLOOMINGTON ATTN: CITY MANAGER 115 E. WASHINGTON ST., SUITE 400 BLOOMINGTON IL 61701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Base Bid				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	\$1.35	\$1.35	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,840.00	\$1,840.00	No Bid	No Bid
2	Carbon Dioxide Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$275.00	\$275.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$514.00	\$514.00	No Bid	No Bid	No Bid	No Bid	\$343.00	\$343.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4	Fluoride-Hydrofluosilicic Acid Price per Delivered	1	TON	No Bid	No Bid	\$600.00	\$600.00	\$559.00	\$559.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$696.33	\$696.33	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$590.00	\$590.00
5	Liquid Chlorine Price per Delivered	1	TON	No Bid	No Bid	\$1,799.00	\$1,799.00	\$1,958.00	\$1,958.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,749.00	\$1,749.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Sodium Hexametaphosphate Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	\$4,840.00	\$4,840.00	\$3,820.00	\$3,820.00	\$4,560.00	\$4,560.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,939.37	\$3,939.37	No Bid	No Bid	No Bid	No Bid
Total				\$1.35		\$2,399.00		\$7,357.00		\$3,820.00		\$4,560.00		\$514.00		\$696.33		\$1,749.00		\$343.00		\$275.00		\$3,939.37		\$1,840.00		\$590.00		

Add Alternate Bid #1				Algas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Solutions USA LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid	
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$360.00	\$360.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$600.00	\$600.00	
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,830.00	\$1,830.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,120.00	\$5,120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,222.29	\$4,222.29	No Bid	No Bid	No Bid	No Bid
Total					No Bid		No Bid		\$5,120.00		No Bid		No Bid		No Bid		No Bid		\$1,830.00		\$360.00		No Bid		\$4,222.29		\$1,940.00		\$600.00

Add Alternate Bid #2				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		ICI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total		
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$378.00	\$378.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilicic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$625.00	\$625.00	
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,900.00	\$1,900.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,480.00	\$5,480.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,437.77	\$4,437.77	No Bid	No Bid	
Total					No Bid		No Bid		\$5,480.00		No Bid		No Bid		No Bid		No Bid		\$1,900.00		\$378.00		No Bid		\$4,437.77		\$1,940.00		\$625.00



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with Carus, LLC, for Sodium Hexametaphosphate (Bid #2024-34), in the Amount of \$3,820 per Ton Delivered, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a contract with Carus, LLC, for sodium hexametaphosphate. The price per ton delivered is 33.22% lower than the current contract price. Sodium hexametaphosphate is a compound used to prevent scale from forming on the filter media in the water treatment plant. A small dose of sodium hexametaphosphate prevents the accumulation of precipitated calcium carbonate on both the granular activated carbon and sand filter media particles. Preventing this accumulation of calcium scale on the filter media prolongs the service life and efficiency of the filter media.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 AM on Wednesday, February 27, 2024, electronically via the City’s e-Procurement Portal, *OpenGov*. Four bids were opened on February 27th. The City’s Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached. The Water Department solicited bids for the following periods: the initial term of May 1, 2024, through April 30, 2025, with alternate bids for May 1, 2025, through April 30, 2026 (Alternate Bid 1), and May 1, 2026, through April 30, 2027 (Alternate Bid 2).

Base Bid - May 1, 2024 - April 30, 2025

<u>Company</u>	<u>Cost Per Ton</u>
Carus, LLC	\$3,820.00
Brenntag Mid-South, Inc.	\$4,840.00
Chemrite, Inc.	\$4,560.00
Shannon Chemical Corporation	\$3,939.37

Alternate Bid 1 - May 1, 2025 - April 30, 2026

<u>Company</u>	<u>Cost Per Ton</u>
Carus, LLC	No Bid
Brenntag Mid-South, Inc.	\$5,120.00
Chemrite, Inc.	No Bid
Shannon Chemical Corporation	\$4,222.29

Alternate Bid 2 - May 1, 2026 - April 30, 2027

<u>Company</u>	<u>Cost Per Ton</u>
Carus, LLC	No Bid
Brenntag Mid-South, Inc.	\$5,480.00
Chemrite, Inc.	No Bid
Shannon Chemical Corporation	\$4,437.77

Staff recommend accepting the lowest bid for the initial term only and anticipate better pricing in future years. Staff will re-bid this chemical in FY 2025 for FY 2026 Budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on February 6, 2024.

FINANCIAL IMPACT: This is an FY 2025 budgeted Item. If approved, approximately \$38,000 will be allocated to cover FY 2025 (May 1, 2024, through April 30, 2025). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Water has included \$1,530,500 for all water chemicals in the FY 2025 Proposed Budget. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 94.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 2B Agreement](#)

[WTR 2C Base Bid](#)

[WTR 2D Alternate Bid #1](#)

[WTR 2E Alternate Bid #2](#)

CITY OF BLOOMINGTON AGREEMENT WITH
Carus LLC

FOR
Glassy Sodium Hexametaphosphate

THIS AGREEMENT, dated this ___ day of _____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and _____ Carus 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 #2024-34 _____ (hereinafter "REQUEST").

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Carus LLC
Attn: Bid Department
315 Fifth Street
Peru, IL 61354
bids@carusllc.com

Copy to:
Same as above

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: Barbie Smith
Its Barbie Smith/Inside Sales Manager

By: Amy Berggren
Its Amy Berggren/Asst. Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Supply and deliver palletized 50 lb. bags of Glassy Sodium Hexametaphosphate as needed to the City of Bloomington Water Treatment Plant located at 25515 Waterside Way, Hudson IL. 61748.

EXHIBIT B
COSTS/FEES

Cost \$3,820.00 per delivered ton, May 1, 2024 - April 30, 2025

Base Bid				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	\$1.35	\$1.35	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,840.00	\$1,840.00	No Bid	No Bid
2	Carbon Dioxide Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$275.00	\$275.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$514.00	\$514.00	No Bid	No Bid	No Bid	No Bid	\$343.00	\$343.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4	Fluoride-Hydrofluosilicic Acid Price per Delivered	1	TON	No Bid	No Bid	\$600.00	\$600.00	\$559.00	\$559.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$696.33	\$696.33	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$590.00	\$590.00
5	Liquid Chlorine Price per Delivered	1	TON	No Bid	No Bid	\$1,799.00	\$1,799.00	\$1,958.00	\$1,958.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,749.00	\$1,749.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Sodium Hexametaphosphate Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	\$4,840.00	\$4,840.00	\$3,820.00	\$3,820.00	\$4,560.00	\$4,560.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,939.37	\$3,939.37	No Bid	No Bid	No Bid	No Bid
Total				\$1.35		\$2,399.00		\$7,357.00		\$3,820.00		\$4,560.00		\$514.00		\$696.33		\$1,749.00		\$343.00		\$275.00		\$3,939.37		\$1,840.00		\$590.00		

Add Alternate Bid #1				Algas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Solutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid	
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$360.00	\$360.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$600.00	\$600.00	
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,830.00	\$1,830.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,120.00	\$5,120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,222.29	\$4,222.29	No Bid	No Bid	No Bid	No Bid
Total					No Bid		No Bid		\$5,120.00		No Bid		No Bid		No Bid		No Bid		\$1,830.00		\$360.00		No Bid		\$4,222.29		\$1,940.00		\$600.00	

Add Alternate Bid #2				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		ICI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC			
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total		
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid	
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$378.00	\$378.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4	Fluoride-Hydrofluosilicic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$625.00	\$625.00		
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,900.00	\$1,900.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,480.00	\$5,480.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,437.77	\$4,437.77	No Bid	No Bid	No Bid	No Bid
Total					No Bid		No Bid		\$5,480.00		No Bid		No Bid		No Bid		No Bid		\$1,900.00		\$378.00		No Bid		\$4,437.77		\$1,940.00		\$625.00		



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with Brenntag Mid-South, Inc., as a Limited Source, for Robin 120 Cationic Polymer, in the Amount of \$1.09 per Pound, and for Robin 30A Anionic Polymer, in the Amount of \$1.62 per Pound, for a Total Cost of \$96,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a contract with Brenntag Mid-South, Inc., for Robin 120 and Robin 30A. The price per pound for Robin 120 is a 1.36% decrease from the current contract, and the price per pound for Robin 30A is a 1.22% decrease from the current contract.

The City uses two different types of polymers for two different purposes. Both types are extremely critical in removing particles from the reservoir water that is being used. The broad difference between the two polymers is that one polymer has a net positive charge (cationic) and the other has a net negative charge (anionic). The cationic polymer (Robin 120) is used to neutralize the net negative surface charges of the particles in the reservoir water, which then collide and stick together in the large groups of particles (algae, bacteria, silt, possible disease-causing organisms, etc.), which settle out as heavier than water particles and are removed during treatment. The anionic polymer (Robin 30A) improves the settling characteristics of the heavier than water particles and the minerals (hardness) that are removed during the softening process. Both types of polymers are extremely important in assuring that small particles, which have potential health significance, are removed during treatment.

Brenntag Mid-South, Inc., was chosen as a limited source supplier. Each year, staff request competitive bids for most of the annual water treatment chemical needs. However, these bids have historically not included polymers for the water clarification process. Through years of exhaustive bench testing and actual use at the water treatment plant, staff determined which polymers work with the specific water quality desired by our water treatment plant.

The current contract with Brenntag Mid-South, Inc., expires on April 30, 2024. Staff are requesting that the proposed contract begin May 1, 2024, and extends through April 30, 2025. The quoted price for both polymers includes delivery fees.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a Fiscal Year(FY) 2025 Budget Item. If approved, \$96,000 will be allocated to cover the fiscal year FY 2025 (May 1 2024, through April 30, 2025). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Water has included \$1,530,500 for all water chemicals in the FY 2025 Proposed Budget. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 94.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 6B Agreement](#)

[WTR 6C Limited Source Justification](#)

CITY OF BLOOMINGTON AGREEMENT WITH

FOR

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to VENDOR:

Brenntag Mid South, Inc.
Attn: Sara Terry
1405 Highway 136W
Henderson, KY 42420
Sara.Terry@Brenntag.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

By: Ray Sibbit
Its Director, Municipal Development

By: Sara Ferry
Its Municipal Contract Specialist

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 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 & # Brenntag Mid-South, Inc. #1502	Amount: \$96,000.00	Date: 03/08/2024
--	---------------------	------------------

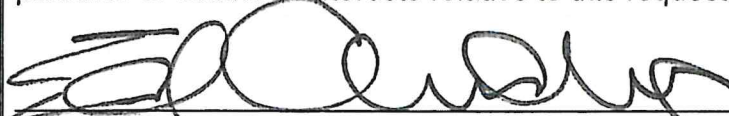
Description of item/services: Contract for the purchase of polymers for the period of May 1, 2024 through April 30, 2025

Justification: Each year, staff requests competitive bids for most of the annual water treatment chemical needs. However, these bids have historically not included polymers for the water clarification process. Through years of exhaustive bench testing and actual use in the Water Treatment Plant, staff determined which polymers work with the specific water quality desired by our Water Treatment Plant.

The current contract with Brenntag Mid-South, Inc. expires April 30, 2024. Staff is requesting that the proposed contract begin May 1, 2024, and extend through April 30, 2025. The quoted price for both polymers includes delivery fees.

Container	Description	Current Price	Proposed Price	Percent Change
475# Drum	ROBIN 120 – Cationic Polymer	\$1.105 Per Pound	\$1.09 Per Pound	-1.36%
Tote	ROBIN 30A – Anionic Polymer	\$1.64 Per Pound	\$1.62 Per Pound	-1.22%

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.

	3-20-24
(Name and Signature of Department Director or Designee)	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):

	3/20/2024
Name and Signature of Purchasing Agent or Designee	Date



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with Brenntag Mid-South, Inc., for Hydrofluosilicic Acid (Bid #2024-34), in the Amount of \$559 per Ton on a 40,000-Pound Shipment, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a contract with Brenntag Mid-South, Inc., for hydrofluosilicic acid. The price per ton is 3.52% higher than the current contract price. Staff estimate the cost of hydrofluosilicic acid to be \$35,000 for the initial term. Hydrofluosilicic acid is a compound added to the water to provide the necessary concentration of fluoride to prevent dental cavities. The City is required to maintain a concentration of 0.7 mg/L to achieve the public health goal.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 AM on Tuesday, February 27, 2024, electronically via the City’s e-Procurement Portal, *OpenGov*. Four bids were opened on February 27, 2024. The City’s Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached. The Water Department solicited bids for the following periods: the initial term of May 1, 2024, through April 30, 2025, with alternate bids for May 1, 2025, through April 30, 2026 (Alternate 1), and May 1, 2026, through April 30, 2027 (Alternate 2).

Base Bid - May 1, 2024 - April 30, 2025

<u>Company</u>	<u>Unit Cost</u>
Brenntag Mid-South, Inc.	\$559.00
Alexander Chemical Corporation	\$600.00
Hawkins, Inc.	\$696.33
Univar Solutions USA LLC	\$590.00

Alternate Bid 1 - May 1, 2025 - April 30, 2026

<u>Company</u>	<u>Unit Cost</u>
Univar Solutions USA LLC	\$600.00

Alternate Bid 2 - May 1, 2026 - April 30, 2027

<u>Company</u>	<u>Unit Cost</u>
Univar Solutions USA LLC	\$625.00

Staff are requesting to accept the Base Bid with Brenntag Mid-South, Inc. for the initial term of May 1, 2024, through April 30, 2025, and will re-bid this chemical during FY2025.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on February 6, 2024.

FINANCIAL IMPACT: This is an FY 2025 budgeted item. If approved, approximately \$35,000 will be allocated to cover FY 2025 (May 1, 2024 through April 30, 2025). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). The Water Department has included \$1,530,500 for all water chemicals in the FY 2025 Proposed Budget. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 94.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 5B Agreement](#)

[WTR 5C Base Bid Tab](#)

[WTR 5D Alternate Bid #1 Tab](#)

[WTR 5E Alternate Bid #2 Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH

FOR

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to VENDOR:

Brenntag Mid-South, Inc.
Attn: Sara Terry
1405 Highway 136 W
Henderson, KY 42420
Sara.Terry@Brenntag.com

Copy to:

Bms-BIDS@Brenntag.com

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: Ray Sibbit
Its Director, Municipal Development

By: Sara Ferrey
Its Municipal Contract Specialist

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES

Base Bid				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	\$1.35	\$1.35	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,840.00	\$1,840.00	No Bid	No Bid
2	Carbon Dioxide Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$275.00	\$275.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$514.00	\$514.00	No Bid	No Bid	No Bid	No Bid	\$343.00	\$343.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4	Fluoride-Hydrofluosilicic Acid Price per Delivered	1	TON	No Bid	No Bid	\$600.00	\$600.00	\$559.00	\$559.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$696.33	\$696.33	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$590.00	\$590.00
5	Liquid Chlorine Price per Delivered	1	TON	No Bid	No Bid	\$1,799.00	\$1,799.00	\$1,958.00	\$1,958.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,749.00	\$1,749.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Sodium Hexametaphosphate Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	\$4,840.00	\$4,840.00	\$3,820.00	\$3,820.00	\$4,560.00	\$4,560.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,939.37	\$3,939.37	No Bid	No Bid	No Bid	No Bid
Total				\$1.35		\$2,399.00		\$7,357.00		\$3,820.00		\$4,560.00		\$514.00		\$696.33		\$1,749.00		\$343.00		\$275.00		\$3,939.37		\$1,840.00		\$590.00		

Add Alternate Bid #1				Algas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Solutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid	
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$360.00	\$360.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$600.00	\$600.00	No Bid	No Bid
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,830.00	\$1,830.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,120.00	\$5,120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,222.29	\$4,222.29	No Bid	No Bid	No Bid	No Bid
Total					No Bid		No Bid		\$5,120.00		No Bid		No Bid		No Bid		No Bid		\$1,830.00		\$360.00		No Bid		\$4,222.29		\$1,940.00		\$600.00	

Add Alternate Bid #2				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		ICI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid		
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$378.00	\$378.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilicic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$625.00	\$625.00		
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,900.00	\$1,900.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,480.00	\$5,480.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,437.77	\$4,437.77	No Bid	No Bid	No Bid	No Bid
Total					No Bid		No Bid		\$5,480.00		No Bid		No Bid		No Bid		No Bid		\$1,900.00		\$378.00		No Bid		\$4,437.77		\$1,940.00		\$625.00	



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Contract with Linde, Inc. for Carbon Dioxide (Bid #2024-34), in the Amount of \$275 per Ton Delivered, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a contract with Linde, Inc., for carbon dioxide. The price per ton is a 10% increase over the current contract price. Carbon dioxide is a compound that gives soda its fizz and is the same product used to lower the pH in water after the removal of dissolved minerals, using lime (the water softening process). Lime greatly increases the pH of the water, which must be lowered to prevent the formation of scale on the filters and to make the water palatable. Carbon dioxide, which forms a weak acid, is added to the water to accomplish this task.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 AM on Tuesday, February 27, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. One bid was opened on February 27th. The City's Local Preference Policy does not apply because there is only one bidder. A full bid tabulation is attached.

The Water Department solicited bids for the following periods: the initial term of May 1, 2024, through April 30, 2025, with alternate bids for May 1, 2025, through April 30, 2026 (Alternate 1), and May 1, 2026, through April 30, 2027 (Alternate 2). Linde, Inc., submitted a bid for the initial term at \$275 per ton with no alternate bids.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on February 6, 2024.

FINANCIAL IMPACT: This is a Fiscal Year (FY) 2025 Budgeted item. If approved, approximately \$172,000 will be allocated to cover FY 2025 (May 1, 2024, through April 30, 2025). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Water has included \$1,530,500 for all water chemicals in the FY 2025 Proposed Budget. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 94.

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), and Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents)

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 4B Contract](#)

[WTR 4C Base Bid Tab](#)

[WTR 4D Alternate Bid #1 Tab](#)

[WTR 4E Alternate Bid #2 Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH

FOR

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to VENDOR:

Linde Inc.
7000 High Grove Blvd.
Burr Ridge, IL 60527

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: Holly O'Donnell
Its Director of Government & Aerospace Programs

By: Diane M. McAray
Its Sr. Account Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES

Base Bid				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	\$1.35	\$1.35	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,840.00	\$1,840.00	No Bid	No Bid
2	Carbon Dioxide Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$275.00	\$275.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$514.00	\$514.00	No Bid	No Bid	No Bid	No Bid	\$343.00	\$343.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4	Fluoride-Hydrofluosilicic Acid Price per Delivered	1	TON	No Bid	No Bid	\$600.00	\$600.00	\$559.00	\$559.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$696.33	\$696.33	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$590.00	\$590.00
5	Liquid Chlorine Price per Delivered	1	TON	No Bid	No Bid	\$1,799.00	\$1,799.00	\$1,958.00	\$1,958.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,749.00	\$1,749.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Sodium Hexametaphosphate Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	\$4,840.00	\$4,840.00	\$3,820.00	\$3,820.00	\$4,560.00	\$4,560.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,939.37	\$3,939.37	No Bid	No Bid	No Bid	No Bid
Total				\$1.35		\$2,399.00		\$7,357.00		\$3,820.00		\$4,560.00		\$514.00		\$696.33		\$1,749.00		\$343.00		\$275.00		\$3,939.37		\$1,840.00		\$590.00		

Add Alternate Bid #1				Algas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Solutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid	
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$360.00	\$360.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$600.00	\$600.00	No Bid	No Bid
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,830.00	\$1,830.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,120.00	\$5,120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,222.29	\$4,222.29	No Bid	No Bid	No Bid	No Bid
Total					No Bid		No Bid		\$5,120.00		No Bid		No Bid		No Bid		No Bid		\$1,830.00		\$360.00		No Bid		\$4,222.29		\$1,940.00		\$600.00	

Add Alternate Bid #2				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		ICI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total			
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid	
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$378.00	\$378.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4	Fluoride-Hydrofluosilicic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$625.00	\$625.00		
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,900.00	\$1,900.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,480.00	\$5,480.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,437.77	\$4,437.77	No Bid	No Bid	No Bid	No Bid
Total					No Bid		No Bid		\$5,480.00		No Bid		No Bid		No Bid		No Bid		\$1,900.00		\$378.00		No Bid		\$4,437.77		\$1,940.00		\$625.00	



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Three-Year Contract with Tanner Industries, Inc. for Anhydrous Ammonia (Bid #2024-34), in the Amount of \$1,840 per Ton Delivered, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: The Water Department is recommending the approval of a three-year Contract with Tanner Industries, Inc., for Anhydrous Ammonia (Bid #2024-34), in the amount of \$1,840.00 per ton. The Water Department prepared the Anhydrous Ammonia bid package and advertised the project for competitive bids. Bids for this contract were received until 10:00 AM, Tuesday, February 27, 2024. Bids were opened on the 27th. The bids were as follows:

Initial Term - May 1, 2024 through April 30, 2025

<u>Company</u>	<u>Unit Cost Per Ton</u>
Tanner Industries, Inc.	\$1,840.00
Airgas Specialty Products, Inc.	\$2,700.00

Alternate Bid 1 - May 1, 2025 through April 30, 2026

<u>Company</u>	<u>Unit Cost Per Ton</u>
Tanner Industries, Inc.	\$1,940.00
Airgas Specialty Products, Inc.	No Bid

Alternate Bid 2 - May 1, 2026 through April 30, 2027

<u>Company</u>	<u>Unit Cost</u>
Tanner Industries, Inc.	\$1,940.00
Airgas Specialty Products, Inc.	No Bid

Ammonia is added to water already containing chlorine to form a class of compounds known as chloramine. Chloramine acts as a disinfectant, just like chlorine, but is more stable in the water delivered to customers for a longer period of time than chlorine alone.

Entering into a three-year agreement helps lock in the chemical price, ensures chemical expenses are included in future budgets, and enables the Department to obtain the necessary treatment chemical for the next three years. Therefore, the Department is

confident that, by entering into a three-year agreement with Tanner Industries, Inc., the best interests of the City will be protected. The full bid packet is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on February 6, 2024.

FINANCIAL IMPACT: This is a Fiscal Year (FY) 25 budgeted item. If approved, approximately \$40,000 will be allocated to cover FY25 (May 1, 2024 through April 30, 2025). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Water has included \$1,530,500 for all water chemicals in the FY 2025 Proposed Budget. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 94. If approved, the Water Department will include the FY 2026 & FY 2027 amounts in the upcoming respective year budgets.

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 UEQ-1 (Provide quality public infrastructure with the City to protect public health, safety and the environment), and Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents)

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 3B Agreement](#)

[WTR 3C Base Bid Tab](#)

[WTR 3D Alternate Bid #1 Tab](#)

[WTR 3E Alternate Bid #2 Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH
Tanner Industries, Inc.

FOR
Anhydrous Ammonia

THIS AGREEMENT, dated this ___ day of _____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Tanner Industries, 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:

Bid #2024-34

(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 and the VENDOR shall not be in default of this Agreement and shall be 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 to the extent arising out of or in connection with VENDOR's negligent operations performed under this Agreement, except for loss, damage, or expense arising solely from the gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. ~~The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities.~~ The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Tanner Industries, Inc.
Attn: Matt Tanner
735 Davisville Road, 3rd Flr
Southampton, PA 18966
sales@tannerind.com

Copy to:

Tanner Industries, Inc.
Attn: Lisa Conway
735 Davisville Road, 3rd Flr
Southampton, PA 18966
lconway@tannerind.com

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 Sales Administrator

By: 
Its Sales Administrator

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Supply and deliver bulk premium Anhydrous Ammonia as needed to the City of Bloomington Water Treatment plant located at 25515 Waterside Way, Hudson IL. 61748.

EXHIBIT B
COSTS/FEES

Term of Agreement	Cost per delivered Ton
May 1, 2024 - April 30, 2025	\$1,840.00 / Ton
May 1, 2025 - April 30, 2026	\$1,940.00 / Ton
May 1, 2026 - April 30, 2027	\$1,940.00 / Ton

Base Bid				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	\$1.35	\$1.35	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,840.00	\$1,840.00	No Bid	No Bid
2	Carbon Dioxide Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$275.00	\$275.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$514.00	\$514.00	No Bid	No Bid	No Bid	No Bid	\$343.00	\$343.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4	Fluoride-Hydrofluosilicic Acid Price per Delivered	1	TON	No Bid	No Bid	\$600.00	\$600.00	\$559.00	\$559.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$696.33	\$696.33	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$590.00	\$590.00
5	Liquid Chlorine Price per Delivered	1	TON	No Bid	No Bid	\$1,799.00	\$1,799.00	\$1,958.00	\$1,958.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,749.00	\$1,749.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Sodium Hexametaphosphate Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	\$4,840.00	\$4,840.00	\$3,820.00	\$3,820.00	\$4,560.00	\$4,560.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,939.37	\$3,939.37	No Bid	No Bid	No Bid	No Bid
Total				\$1.35		\$2,399.00		\$7,357.00		\$3,820.00		\$4,560.00		\$514.00		\$696.33		\$1,749.00		\$343.00		\$275.00		\$3,939.37		\$1,840.00		\$590.00		

Add Alternate Bid #1				Algas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Solutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid	
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$360.00	\$360.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4	Fluoride-Hydrofluosilic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$600.00	\$600.00		
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,830.00	\$1,830.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,120.00	\$5,120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,222.29	\$4,222.29	No Bid	No Bid	No Bid	No Bid
Total					No Bid		No Bid		\$5,120.00		No Bid		No Bid		No Bid		No Bid		\$1,830.00		\$360.00		No Bid		\$4,222.29		\$1,940.00		\$600.00	

Add Alternate Bid #2				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		ICI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total			
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid	
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$378.00	\$378.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4	Fluoride-Hydrofluosilicic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$625.00	\$625.00		
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,900.00	\$1,900.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,480.00	\$5,480.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,437.77	\$4,437.77	No Bid	No Bid	No Bid	No Bid
Total					No Bid		No Bid		\$5,480.00		No Bid		No Bid		No Bid		No Bid		\$1,900.00		\$378.00		No Bid		\$4,437.77		\$1,940.00		\$625.00	



CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Three-Year Contract with JCI Jones Chemicals, Inc., for Liquid Chlorine (Bid #2024-34), in the Amount of \$1,749 Per Ton for the Initial Term, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will enter into a three-year contract with JCI Jones Chemicals, Inc., for liquid chlorine. The price per ton is 11.44% lower than the current contract price. Staff estimate the cost of liquid chlorine to be \$200,000 for the initial term.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 AM on Tuesday, February 27, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Four bids were opened on February 27, 2024. The City's Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached.

The Water Department solicited bids for the following periods: the initial term of May 1, 2024, through April 30, 2025 (Base Bid), with alternate bids for May 1, 2025, through April 30, 2026 (Alternate Bid 1), and May 1, 2026, through April 30, 2027 (Alternate Bid 2). JCI Jones Chemicals, Inc. submitted unit costs of \$1,749 for the Base Bid, \$1,830 for the Alternate Bid 1, and \$1,900 for Alternate Bid 2. Alexander Chemical Corporation submitted a unit cost of \$1,799 and Brenntag Mid-South, Inc. submitted a unit cost of \$1,958 for the Base Bid.

Staff are requesting to accept the Base Bid, Alternate Bid 1, and Alternate Bid 2 from JCI Jones Chemicals, Inc.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on February 6, 2024.

FINANCIAL IMPACT: This is an FY 2025 budgeted item. If approved, approximately \$200,000 will be allocated to cover FY 2025 (May 1 2024, through April 30, 2025). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Water has included \$1,530,500 for all water chemicals in the FY 2025 Proposed Budget. Stakeholders can locate

this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 94. If approved, Water will include the appropriate amounts in the FY 2026 and FY 2027 Budgets respectively.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 1B Agreement](#)

[WTR 1C Base Bid Tabulation](#)

[WTR 1D Alternate Bid #1 Tab](#)

[WTR 1E Alternate Bid #2 Tab](#)

CITY OF BLOOMINGTON AGREEMENT WITH
JCI Jones Chemicals Inc.

FOR
Liquid Chlorine

THIS AGREEMENT, dated this 15 day of March, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and JCI Jones Chemicals 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:

Bid 2024-34 (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. Neither Party shall 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 either Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

JCI Jones Chemicals Inc
Attn: Sierra Close
600 Bethel Avenue
Beech Grove, IN 46107
beechgrove@icichem.com

Copy to:

N/A

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.

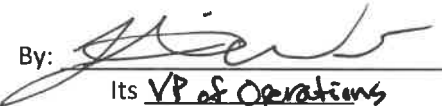
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its VP of Operations

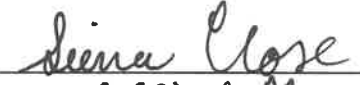
By: 
Its Office Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Supply and deliver one ton cylinders of Chlorine as needed to the City of Bloomington Water Treatment Plant at 25515 Waterside Way, Hudson IL. 61748.

EXHIBIT B
COSTS/FEES

Cost \$1,749.00 per delivered ton, May 1, 2024 - April 30, 2025
Cost \$1,830.00 per delivered ton, May 1, 2025 - April 30, 2026
Cost \$1,900.00 per delivered ton, May 1, 2026 - April 30, 2027

Base Bid				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC			
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total		
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	\$1.35	\$1.35	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,840.00	\$1,840.00	No Bid	No Bid
2	Carbon Dioxide Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$275.00	\$275.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3	Ferric Sulfate - Liquid Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$514.00	\$514.00	No Bid	No Bid	No Bid	No Bid	\$343.00	\$343.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilicic Acid Price per Delivered	1	TON	No Bid	No Bid	\$600.00	\$600.00	\$559.00	\$559.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$696.33	\$696.33	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$590.00	\$590.00
5	Liquid Chlorine Price per Delivered	1	TON	No Bid	No Bid	\$1,799.00	\$1,799.00	\$1,958.00	\$1,958.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,749.00	\$1,749.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Sodium Hexametaphosphate Price per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	\$4,840.00	\$4,840.00	\$3,820.00	\$3,820.00	\$4,560.00	\$4,560.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,939.37	\$3,939.37	No Bid	No Bid	No Bid	No Bid	No Bid
Total				\$1.35		\$2,399.00		\$7,357.00		\$3,820.00		\$4,560.00		\$514.00		\$696.33		\$1,749.00		\$343.00		\$275.00		\$3,939.37		\$1,840.00		\$590.00			

Add Alternate Bid #1				Algas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		JCI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Solutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid	
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$360.00	\$360.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Fluoride-Hydrofluosilic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$600.00	\$600.00	No Bid	No Bid
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,830.00	\$1,830.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,120.00	\$5,120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,222.29	\$4,222.29	No Bid	No Bid	No Bid	No Bid
Total					No Bid		No Bid		\$5,120.00		No Bid		No Bid		No Bid		No Bid		\$1,830.00		\$360.00		No Bid		\$4,222.29		\$1,940.00		\$600.00	

Add Alternate Bid #2				Airgas Specialty Products, Inc.		Alexander Chemical Corporation		Brenntag Mid-South, Inc.		Carus LLC		Chemrite, Inc.		Chemtrade Chemicals US LLC		Hawkins Inc.		ICI Jones Chemicals Inc		Kemira Water Solutions		Linde Inc.		Shannon Chemical Corporation		Tanner Industries, Inc.		Univar Soutions USA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total			
1	Anhydrous Ammonia Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,940.00	\$1,940.00	No Bid	No Bid	
2	Carbon Dioxide Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3	Ferric Sulfate - Liquid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$378.00	\$378.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4	Fluoride-Hydrofluosilicic Acid Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$625.00	\$625.00	
5	Liquid Chlorine Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,900.00	\$1,900.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
6	Sodium Hexametaphosphate Price per Delivered Ton	1	TON	No Bid	No Bid	No Bid	No Bid	\$5,480.00	\$5,480.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,437.77	\$4,437.77	No Bid	No Bid	No Bid	No Bid
Total					No Bid		No Bid		\$5,480.00		No Bid		No Bid		No Bid		No Bid		\$1,900.00		\$378.00		No Bid		\$4,437.77		\$1,940.00		\$625.00	



CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Five-Year Annually Renewable Agreement with Baker & Tilly US, LLC, for Audit Services, in the Amount of \$620,530, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City is required by Illinois State Statute 50 ILCS 310/ Governmental Account Audit Act to have a financial statement audit each year. Federal and State regulations require other audits, filings, and auditor certifications: Single Audit of Federal Expenditures (SEFA), Illinois Department of Natural Resources Grant audit (Zoo), Tax Increment Financing District (TIF) report certification, State of Illinois Grant Transparency and Accountability (GATA) filing certification and others.

The City's audit is complex given the financial structure includes twenty-nine financial funds, thousands of transactions, and depending on "annual revenues earned", up to five component units; all of which could be included in the City's Annual Comprehensive Financial Report (CAFR). Multiple other reports must be included in the City's calculation and reporting of the liabilities for other post-employment benefits, pensions, worker compensation and general liability insurance, and the activity of the Foreign Fire Insurance Board (FFIB). The City's published financial statements require reporting in three methods of accounting, including extensive notes to the financial statements and statistical information. Previous reports can be seen on the City's website in the Transparency Portal.

The City published a request for proposal for audit services in The Pantagraph on January 31, 2024, and four responses were received on February 27, 2024. Given the complex nature of the City's financial structure and audit needs, vital considerations for choosing an audit firm are: expertise in local government accounting and current issues; the ability to manage audit timelines; and the ability to coordinate with the City's component units and outside actuarial consultants. Other essential factors include an ability to respond quickly and accurately to complex audit inquiries from City decision-makers, provide custom training, and consult on other financial matters as needed.

Baker & Tilly US, LLC, an audit firm, received the highest score from three internal evaluators, across five scoring criteria: expertise and competence, qualifications and experience, timelines, references, and cost. Baker & Tilly's serves its clients by industry

which allows its staff to be dedicated to the public sector clients. Their staff are industry leaders who have over 50 years of public sector expertise. Baker & Tilly's proposal commits the most audit hours for the lowest hourly rate.

Due to the above-mentioned factors, Finance recommends awarding the engagement for audit services to Baker & Tilly US, LLC.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, \$112,300 will be paid in Fiscal Year (FY) 2025 for the FY 2024 audit. Funds are included in the FY 2025 Proposed Budget in the Finance- Auditing Services account (10011510-70090) and the Arena Fund-Auditing Services account (57107110-70090). The cost split will be \$88,381 to be charged to the Finance account and \$23,919 to the Arena account in FY 2025 for the FY 2024 Audit. Stakeholders can locate the Finance account in the FY 2025 Proposed Budget Book titled "Budget Overview 8 General Fund" on page 139 where \$90,000 is included in the FY 2025 Proposed Budget; and the Arena account in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 130 where \$24,000 is included in the FY 2025 Budget for the FY 2024 Audit. Appropriate funds will be budgeted in the future years as outlined in the Engagement agreement.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Patti-Lynn Silva, Chief Accountant

ATTACHMENTS:

[FIN 2B 5 Year Audit Engagement](#)

[FIN 2C Baker Tilly Proposal](#)

March 6, 2024

Mayor and City Council
City of Bloomington
115 E Washington Street
Bloomington, Illinois 61701

Dear Mayor and City Council:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Bloomington (Client, you, your).

Service and Related Report

We will audit the basic financial statements of the City of Bloomington as of and for the years ended April 30, 2024, 2025, 2026, 2027 and 2028, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Bloomington with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Bloomington, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

In order to perform the professional services outlined in this Engagement Letter, Baker Tilly requires access to information subject to Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Federal law requires Baker Tilly to execute a Business Associate Agreement (BA Agreement) prior to being granted this information. For your convenience, we have attached our firm standard BA Agreement for your review and signature as Addendum A. Please execute and return a copy with this Engagement Letter, keeping the original BA Agreement on file with your HIPAA compliance records.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Combining and Individual Fund Financial Statements

The following supplementary information will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Schedule of Expenditures of Federal Awards
- > Consolidated Year End Financial Report (CYEFR) required by GATA

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City of Bloomington's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City of Bloomington's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budget Comparison Schedules
- > Historical Pension and OPEB Schedules

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements; however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information:

- > Introductory Section
- > Statistical Section

Tax Increment Financing Fund Financial Statements

We will also audit the financial statements for the Tax Increment Redevelopment Project Area of the City, as of and for the years ended April 30, 2024, 2025, 2026, 2027, and 2028, if needed. As these financial statements are a fund of the City, the audit of them will be performed in conjunction with the audit of the basic financial statements.

We will also submit to you our report of compliance with the State of Illinois Public Act 851142, "An Act in Relation to Tax Increment Financing" for the Tax Increment Redevelopment Project Area of the City, as of and for the year ended April 30, 2024, 2025, 2026, 2027, and 2028.

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The objective also includes reporting on:

- > Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.
- > Internal control related to major federal programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- > Identify and assess the risks of material misstatement of the financial statements and supplemental information, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- > Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements and supplemental information that we have identified during the audit.
- > Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements and supplemental information, including the disclosures, and whether the financial statements and supplemental information represent the underlying transactions and events in a manner that achieves fair presentation.
- > Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management or those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Bloomington and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards* and the Uniform Guidance.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control over compliance issued pursuant to the Uniform Guidance.

Also, if required by *Government Auditing Standards*, we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of the City of Bloomington.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Bloomington's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether you have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City of Bloomington's major programs. The purpose of those procedures will be to express an opinion on your compliance with requirements applicable to each of your major programs in our report on compliance issued pursuant to the Uniform Guidance.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

We will make reference to the audit of the Police Pension Fund and Miller Park Zoological Society in our report on your financial statements.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and
- > To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence

You are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) that you believe the schedule of expenditures of federal awards including its form and content, is fairly presented in accordance with the Uniform Guidance; (c) that the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Bloomington complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Bloomington; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Compilation of City financial statements
- > Adjusting journal entries
- > Preparation of the Illinois Comptroller's Office annual financial report
- > Preparation of the auditee section of the Data Collection Form

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Bloomington must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

At the conclusion of our engagement, we will complete the appropriate auditor sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to complete the auditee sections and to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior year audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include within the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of the auditors' reports or nine (9) months after the end of the audit period.

We will provide copies of our reports to the City of Bloomington, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and confidential information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Bloomington's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Bloomington hereby authorizes us to do so.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Bloomington's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Bloomington is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the City of Bloomington's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new funds, departments or component units; other significant changes in operations; new financing arrangements or modifications to existing financing arrangements; significant new federal or state funding; government combinations; significant new employment agreements; complex research matters; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For certain transactions or changes in operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation specialists. This includes matters such as government combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

	2024	2025	2026	2027	2028
Financial Statement Audit/SEFA	\$ 110,000	\$ 115,500	\$ 121,275	\$ 127,339	\$ 133,706
TIF Audit	<u>2,300</u>	<u>2,415</u>	<u>2,536</u>	<u>2,663</u>	<u>2,796</u>
Total	<u>\$ 112,300</u>	<u>\$ 117,915</u>	<u>\$ 123,811</u>	<u>\$ 130,002</u>	<u>\$ 136,502</u>

The fees assume the testing of one major federal program under the single audit. If additional major programs are required to be tested, we will discuss additional fees at that time. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Bloomington agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Bloomington, unless otherwise prohibited. In the event we are requested by the City of Bloomington or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Bloomington, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Bloomington if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Bloomington, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Bloomington with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the City of Bloomington will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the City of Bloomington violates this nonsolicitation clause, the City of Bloomington agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Bloomington by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Bloomington and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Bloomington's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Bloomington's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

City of Bloomington

March 6, 2024

Page 15

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Michael Malatt, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Michael Malatt is available at 630 645 6226, or at michael.malatt@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Handwritten signature in cursive script that reads "Baker Tilly US, LLP".

Enclosures

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date



Report on the Firm's System of Quality Control

October 28, 2021

To the Partners of Baker Tilly US, LLP and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 1® and SOC 2® engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.

Moss Adams LLP

BUSINESS ASSOCIATE AGREEMENT BETWEEN CITY OF BLOOMINGTON and BAKER TILLY US, LLP

THIS BUSINESS ASSOCIATE AGREEMENT (BA Agreement) replaces previous business associate agreements between Baker Tilly US, LLP (Business Associate) and City of Bloomington (Covered Entity) (each a Party and collectively the Parties) and is effective on July 18, 2023 (Effective Date).

1. PREAMBLE

Covered Entity and Business Associate enter into this BA Agreement to comply with the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162 and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification and Enforcement Rules the (Implementing Regulations)), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 the (HITECH Act) that are applicable to business associates and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules as issued on January 25, 2013, and effective March 26, 2013, (75 Fed. Reg. 5566 (Jan. 25, 2013)) the (Final Regulations). The Implementing Regulations, the HITECH Act and the Final Regulations are collectively referred to in this BA Agreement as the "HIPAA Requirements."

Covered Entity and Business Associate agree to incorporate into this BA Agreement any regulations issued by the U.S. Department of Health and Human Services (DHHS) with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

2. DEFINITIONS

- (a) "Breach" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- (b) "Business Associate Subcontractor" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.
- (c) "Electronic PHI" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.
- (d) "Limited Data Set" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers or household members of the individual:
- (i) Names;
 - (ii) Postal address information, other than town or city, State and zip code;
 - (iii) Telephone numbers;
 - (iv) Fax numbers;
 - (v) Electronic mail addresses;
 - (vi) Social security numbers;
 - (vii) Medical record numbers;
 - (viii) Health plan beneficiary numbers;
 - (ix) Account numbers;
 - (x) Certificate/license numbers;
 - (xi) Vehicle identifiers and serial numbers, including license plate numbers;

- (xii) Device identifiers and serial numbers;
- (xiii) Web Universal Resource Locators (URLs);
- (xiv) Internet Protocol (IP) address numbers;
- (xv) Biometric identifiers, including finger and voice prints; and
- (xvi) Full face photographic images and any comparable images.

(e) "Protected Health Information" or "PHI" shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer or Health Care Clearinghouse, that (i) relates to the past, present or future physical or mental health or condition of an individual, provision of health care to the individual or the past, present or future payment for provision of health care to the individual, (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this BA Agreement shall mean both Electronic PHI and Nonelectronic PHI, unless another meaning is clearly specified.

(f) "Security Incident" shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

(g) "Unsecured Protected Health Information" shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.

(h) All other capitalized terms used in this BA Agreement shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

3. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this BA Agreement and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

(b) Where provisions of this BA Agreement are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this BA Agreement shall control.

(c) Except as expressly provided in the HIPAA Requirements or this BA Agreement, this BA Agreement does not create any rights in third parties.

4. SPECIFIC REQUIREMENTS

(a) Flow-Down of Obligations to Business Associate Subcontractors. Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this BA Agreement in the same manner as required of Business Associate and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for noncompliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

(b) Privacy of Protected Health Information

- (i) Permitted Uses and Disclosures of PHI. Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this BA Agreement or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Engagement Letter and this BA Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
 - (1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this BA Agreement, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(d)(ii) below.
 - (2) Business Associate shall establish, implement and maintain appropriate safeguards and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this BA Agreement.
- (ii) Business Associate Obligations. As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:
 - (1) the use relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate or (2) data aggregation services relating to the health care operations of the Covered Entity or
 - (2) the disclosure of information received in such capacity will be made in connection with a function, responsibility or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any Breaches of confidentiality.
- (iii) Minimum Necessary Standard and Creation of Limited Data Set. Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Engagement Letter and this BA Agreement, Business Associate agrees to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.
- (iv) Access. In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.
- (v) Disclosure Accounting. Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.
- (vi) Amendment. Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.
- (vii) Right to Request Restrictions on the Disclosure of PHI and Confidential Communications. If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.

- (viii) Return or Destruction of PHI. Upon the termination or expiration of the Engagement Letter or this BA Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies) or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this BA Agreement and of the HIPAA Requirements to the PHI and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.
- (ix) Availability of Books and Records. Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books and records relating to the use and disclosure of PHI in connection with this BA Agreement.
- (x) Termination for Breach.
 - (1) Business Associate agrees that Covered Entity shall have the right to terminate this BA Agreement or seek other remedies if Business Associate violates a material term of this BA Agreement.
 - (2) Covered Entity agrees that Business Associate shall have the right to terminate this BA Agreement or seek other remedies if Covered Entity violates a material term of this BA Agreement.
- (c) Information and Security Standards
 - (i) Business Associate will develop, document, implement, maintain and use appropriate Administrative, Technical and Physical Safeguards to preserve the Integrity, Confidentiality and Availability of, and to prevent nonpermitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.
 - (ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.
 - (iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:
 - (1) Implement Administrative, Physical and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity and Availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;
 - (2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;
 - (3) Report to Covered Entity any unauthorized access, use, disclosure, modification or destruction of PHI (including Electronic PHI) not permitted by this BA Agreement, applicable law or permitted by Covered Entity in writing (Successful Security Incidents or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(d)(iii)(1);
 - (4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line or malware such as worms or viruses) (Unsuccessful Security Incidents), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(d)(iii)(2);
 - (5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI;
 - (6) Permit termination of this BA Agreement if the Covered Entity determines that Business Associate has violated a material term of this BA Agreement with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and
 - (7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

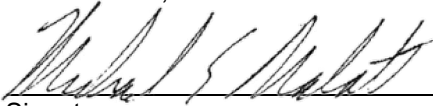
- (d) Notice and Reporting Obligations of Business Associate
- (i) Notice of Noncompliance with the BA Agreement. Business Associate will notify Covered Entity within 30 calendar days after discovery, any unauthorized access, use, disclosure, modification or destruction of PHI (including any successful Security Incident) that is not permitted by this BA Agreement, by applicable law or permitted in writing by Covered Entity, whether such noncompliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.
 - (ii) Notice of Breach. Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 30 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.
 - (1) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any nonpermitted acquisition, access, use or disclosure of PHI and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.
 - (2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.
 - (iii) Reporting Obligations.
 - (1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 30 calendar days after Business Associate learns of such nonpermitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:
 - a. Identify (if known) each individual whose Unsecured Protected Health Information has been or is reasonably believed by Business Associate to have been accessed, acquired or disclosed;
 - b. Identify the nature of the nonpermitted access, use or disclosure including the date of the incident and the date of discovery;
 - c. Identify the PHI accessed, used or disclosed (e.g., name; social security number; date of birth);
 - d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further nonpermitted accesses, uses or disclosures;
 - e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the nonpermitted access, use or disclosure; and
 - f. Provide such other information, including a written report, as the Covered Entity may reasonably request.
 - (2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that:
 - a. identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4),
 - b. indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts and
 - c. if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.
 - (iv) Termination.

- (1) Covered Entity and Business Associate each will have the right to terminate this BA Agreement if the other Party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this BA Agreement and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.
- (2) If Business Associate or Covered Entity fail to cure the material breach or end the violation after the other Party's notice, Covered Entity or Business Associate (as applicable) may terminate this BA Agreement by providing Business Associate or Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.
- (v) Continuing Privacy and Security Obligations. Business Associate's and Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained or transmitted in connection with services to be provided under the Engagement Letter and this BA Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of this BA Agreement or the Engagement Letter. Business Associate's other obligations and rights, and Covered Entity's obligations and rights upon termination, cancellation, expiration or other conclusion of this BA Agreement, are those set forth in this BA Agreement and/or the Engagement Letter.

IN WITNESS WHEREOF, the Parties have signed this BA Agreement on the dates indicated below.

BAKER TILLY US, LLP

City of Bloomington

By 
Signature

By _____
Signature

Michael E. Malatt
Print Name

Print Name

Title Partner

Title _____

Date Signed March 6, 2024

Date Signed _____

February 27, 2024

City of Bloomington, Illinois

Proposal for audit services

February 27, 2024

Misty Shafer
Senior Procurement Specialist
City of Bloomington
Submitted electronically

Baker Tilly US, LLP
1301 W. 22nd St, Suite 400
Oak Brook, IL 60523
T: +1 (630) 990 3131
F: +1 (630) 990 0039
bakertilly.com

Dear Ms. Shafer and Evaluation Committee members:

First, we would like to thank the City of Bloomington (the City) for the opportunity to continue working with your team. Baker Tilly US, LLP (Baker Tilly) has served as your independent auditor since 2016. It has been our pleasure to develop a productive working relationship with your management team over the years and provide valuable insights and perspectives related to the City's financial and compliance audits.

As a large population center within the center of the state with access to quality higher education and job opportunities with high-profile employers, Bloomington is experiencing an exciting period of economic growth. While the City focuses on growth and improving the quality of life in the community, Baker Tilly hopes to continue providing a high-quality audit experience – one that meets your requirements and expectations, delivers big-picture insights and allows your staff to focus on the City's priorities.

Based on what we have learned as your auditors and the details shared in the request for proposals (RFP), we are confident that we continue to be the right fit to serve you with forward-thinking audit services – today, tomorrow and for many years to come. Our proposal meets your RFP requirements and describes our unique proposition to add value while meeting your key objectives.

Benefits to the City of a continued audit working relationship with Baker Tilly include:

<p>A familiar team</p> <p>Over the years, we've learned a great deal about your organization, culture and people, as well as the nuances of your systems and processes. This knowledge allows the City to remain focused on your priorities, and trust us to complete the audit. Baker Tilly can deliver the audit seamlessly as we have in previous years without the burden of transitioning service providers.</p>	<p>Experience auditing local governments in Illinois</p> <p>Your engagement team specializes in auditing local governments in Illinois. They are dedicated to understanding your environment, including ever-changing government regulations, new accounting standards and other upcoming changes.</p>	<p>Industry leadership and national resources</p> <p>Baker Tilly is a top 10 advisory CPA firms in the country. Working with our firm, the City can be sure of our capacity, qualifications and investment in technology. The City will also benefit from our position of leadership within the American Institute of Certified Public Accountants (AICPA), Government Finance Officers Association (GFOA) and other organizations.</p>
--	---	--

The City will continue to be a valued client of Baker Tilly, and I will be personally involved in all aspects of our relationship, from planning through completion. Thank you for the opportunity. Our team is excited to continue our working relationship, and look forward to discussing your questions and feedback.

Sincerely,



Michael Malatt, CPA, Partner
Baker Tilly US, LLP
+1 (630) 645 6226 | michael.malatt@bakertilly.com

Contents

ALIGNING OUR RESPONSE WITH YOUR RFP REQUIREMENTS	1
1. FIRM EXPERTISE AND COMPETENCE	3
2. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL	13
3. TIMELINES AND APPROACH TO THE AUDIT	18
4. REFERENCES	27
5. PROPOSED COST	28
APPENDIX A: PEER REVIEW	29
APPENDIX B: ENGAGEMENT LETTER	31
APPENDIX C: ADDITIONAL SERVICES	53
APPENDIX D: RESUMES	58



Baker Tilly is responsive, interactive and produces the results they say they will. We are very pleased with the services they provide and consider Baker Tilly a leader among accounting and advisory firms.

Controller



The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought. © 2024 Baker Tilly US, LLP.

Baker Tilly US, LLP is currently undergoing a restructuring of its organization which is anticipated to occur on or around June 1, 2024. Following the closing of such restructuring, all consulting and tax engagements will be performed by Baker Tilly Advisory Group, LP. All assurance engagements will continue to be performed by Baker Tilly US, LLP.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Aligning our response with your RFP requirements

Our proposal is fully compliant with RFP requirements and includes all items listed in the proposal evaluation criteria and technical proposal requirements set forth in the Scope Specifications attachment.

To assist in your evaluation process, the table below summarizes our response and identifies the location of supporting information within this proposal.

REQUIREMENT	RESPONSE
1. The firm and all members assigned to the City's engagement must be independent as defined under Government Auditing Standards and American Institute of Certified Public Accountants (AICPA) guidelines.	We confirm that the firm and professionals assigned to the City's engagement are independent.
2. The firm and senior staff assigned to the engagement must be licensed in the State of Illinois.	Baker Tilly and all partners assigned to the City's engagement are licensed CPAs in the State of Illinois.
3. Please provide a copy of the most recent peer review report.	A copy of our most recent peer review report is included in Appendix A .
4. Describe any disciplinary action by the AICPA, IL CPA Society or Department of Professional Regulation against the firm or any staff within the last 5 years.	From time to time, the staff of the Securities and Exchange Commission (SEC), the Public Company Accounting Oversight Board (PCAOB) and other regulatory authorities conduct investigations, which could include a review of professional services provided by Baker Tilly and interviews of some of the firm's staff and/or partners. Baker Tilly cannot predict which of these investigations may result in further proceedings. During the past five years, Baker Tilly has not been named in any enforcement action by the SEC or the PCAOB, and there are no lawsuits by the SEC or PCAOB pending against Baker Tilly. There have been no actions against Baker Tilly by any other governmental or professional organizations, including the AICPA, DOL, Government Accountability Office (GAO) or any other federal or state governmental or regulatory organization or body in the last five years.
5. Indicate whether the firm is a member of the AICPA Governmental Audit Quality Center.	Yes, Baker Tilly is a member of the AICPA Government Audit Quality Center. Additional information about our involvement and leadership in the AICPA is included on pages 11-12.

ALIGNING OUR RESPONSE WITH YOUR RFP REQUIREMENTS

REQUIREMENT	RESPONSE
6. Please submit a sample engagement letter.	We anticipate executing an engagement letter similar to the one we currently have in place with the City. A copy is included in Appendix B .
7. Provide references for at least 3 Illinois municipal clients in the Vendor Questionnaire Section.	References have been included in Section 4 of this document as well as in the Vendor Questionnaire.
8. List additional services offered by your firm that may be of interest to the City such as training, newsletters, software implementation assistance, project management, human resource consulting, process planning, forensic accounting, contract review, arbitrage calculation, cost allocation planning or fee studies.	A list of additional services that may be of interest to the City is included in Appendix C .
9. Provide general information on the firm's qualifications, background, experience, and capacity.	Please refer to section 1 of this proposal.
10. Provide additional details regarding the staff that would be assigned to the City's engagement including resumes and location of the office the engagement would be staffed from. Indicate how the quality of the staff over the term of the engagement will be assured. Any use of interns, contractors or other non-full-time staff must be disclosed. Include a description of continuing education practices.	Please refer to section 2 of this proposal. All key team members are based in our Oak Brook, Illinois office.
11. Disclose your workpaper retention policies. Describe your practices for allowing access to workpapers by successor auditors, federal agencies, and others.	Documentation for this engagement, including working papers, is the property of Baker Tilly US, LLP and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City will authorize us to do so.
12. Provide a summary of the proposed hours by staff level and segment of the audit along with a proposed timeline. (Do not include any cost information with this data.)	A summary of hours by staff level and segment is included on page 24 and a proposed timeline on page 25.
13. Provide an overview of the audit approach that would be used on this engagement. Include any first year/new client considerations. Identify any challenges or concerns related to completion of the requested services within the deadlines outlined in this proposal. Describe the firm's approach to addressing issues that may arise during the course of the engagement.	An overview of Baker Tilly's audit approach and proposed audit schedule is included in section 3 . As your current auditor, there will not be any concerns, challenges or additional time that comes with onboarding a new audit firm. As in years, past we will meet and exceed the City's deadlines.

1. Firm expertise and competence

We anticipate the City's needs by leveraging the industry expertise of professionals who have gained years of insights as your auditor. We adapt our solutions to match your unique strategies, working together to overcome challenges and seize opportunities.

Our understanding of your needs

You have requested audit proposals for fiscal year 2024 with the option to extend through 2029. **Our audit will meet or exceed all performance specifications listed in the RFP.** The scope of our audit includes:

- Audit of City's financial statements in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards as issued by the Comptroller General of the United States of America.
- Federal Compliance audit (single audit) in accordance with audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Uniform Guidance), including submission of the Single Audit Data Collection Form.
- Provide assistance in the preparation of the City's Annual Comprehensive Financial Report (ACFR), including assistance with implementation of newly issued or applicable Governmental Accounting Standards Board (GASB) Statements. We will prepare the final reports including all editing and printing.
- Preparation of written responses to the Government Finance Officers' Association comments related to the Certificate of Achievement for Excellence in Financial Reporting.
- Communications to the City Council as required by auditing standards along with any other matters or recommendations related to internal controls or operating efficiencies, including a presentation of the financial statements at a Council meeting each November.
- Preparation of the State of Illinois Comptroller Annual Financial Report.
- Separately issued report (s) for the City's Tax Increment Financing (TIF) Funds, including a compliance examination in regard to the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142).
- Audit of the Bloomington Public Library Foundation in accordance with auditing standards generally accepted in the United States of America.
- Separately issued audit of the Foreign Fire Insurance Board Fund in accordance with auditing standards generally accepted in the United States of America.
- Separately issued audit of the Miller Park Zoological Society in accordance with auditing standards generally accepted in the United States of America.
- Separately issued audit of the Police Pension Fund in accordance with auditing standards generally accepted in the United States of America.
- Separately issued audit of the Fire Pension Fund in accordance with auditing standards generally accepted in the United States of America.
- Assistance with grant-specific engagements to comply with State or Federal Agency requirements.
- If the City prepares official statements in connection with debt offerings, we will provide assistance as requested and consent to the inclusion of our report on the financial statements.
- Respond to inquiries on financial matters throughout the contract period, as requested.

1. FIRM EXPERTISE AND COMPETENCE

Offering our resources: Baker Tilly at a glance

We dedicate ourselves to delivering efficiency, quality, creativity, innovation and forward-thinking solutions to public sector clients. Baker Tilly is passionate about enhancing and protecting our clients' impact, which is a collective effort by everyone across our firm. **Our public sector team maintains a separate practice group of approximately 350 team members devoted to serving clients like you.** The City will receive an exceptional experience for your organization. Below are some key facts about our firm and the resources we bring to your engagement.



10th
largest accounting firm in the U.S.



6,700+
team members



600+
partners



1,800+
Certified Public Accountants



\$1.58B
firm revenue in FY2023



50+
U.S. office locations



250+
workplace and culture awards

COMPREHENSIVE EXPERIENCE TO SERVE YOU

The City will receive support and guidance from a respected firm that continues to grow — as evidenced by INSIDE Public Accounting naming Baker Tilly as the 10th largest accounting firm on their 2023 IPA Top 100 list.

Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years of dedication to our clients by honoring our roots and continuing to shape our future. We embrace the fact that organizations can't stand still — and we won't stand still. As we help our clients identify new needs and opportunities, we continuously innovate and evolve to work better.



Our roots took hold in 1931 when we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast and globally and expanding our scope across industries, services and areas of expertise. One thing has not changed over time: **our shared passion for supporting our clients in achieving their purpose.**

Offering Illinois clients our local and firmwide resources

The City's audit will continue to be served by professionals from our Oak Brook and Chicago offices.

Illinois has one of the most diversified economies in the world and is a center for education, culture and innovation. It is also home to Baker Tilly's national headquarters and one of our largest offices in the U.S. Our Illinois presence includes more than 950 professionals in two locations committed to helping clients in a wide range of industries. You will receive exceptional service from a qualified local team that can draw on our firm's broad national resources as your goals or needs evolve.

Illinois local presence

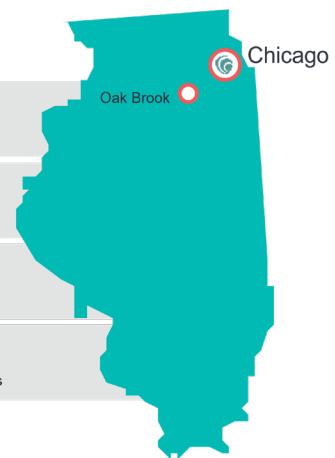
2,900+
Illinois clients

Two offices
in the state of Illinois

40+ years
of experience serving area clients

950+
professionals in the state of Illinois

 Baker Tilly office locations
 Baker Tilly headquarters



1. FIRM EXPERTISE AND COMPETENCE

Delivering specialized expertise to our public sector clients

Baker Tilly has served state and local governments since our establishment more than 90 years ago. We are one of the few advisory CPA firms with a practice dedicated entirely to serving governmental clients.

Unlike many other firms, Baker Tilly is organized by industry, not service line. What does this mean for the City? It means you will be served by a carefully selected team that blends our government-focused professionals with experienced specialists in the activities of the City. The City will work with a knowledgeable team that understands your specific challenges and provides innovative solutions to help you

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. Recognizing this complexity and eager to serve as a true valued advisor to the public sector, Baker Tilly formalized its dedicated public sector specialization more than 50 years ago. **Today, more than 350 Baker Tilly professionals — including nearly 30 partners —** focus directly on serving governments and provide hundreds of thousands of client service hours annually to organizations like the City.



Nationwide, our public sector practice serves nearly 4,000 state and local governmental entities, including municipalities, counties, school districts, utilities, transit organizations, airports and special authorities. Several of these client groups are now served by dedicated specialists in distinct sub-practices.

Public sector: Experience that matters

4,000 public sector clients **90+ years of industry experience** **Serving clients nationwide**

COMMITMENT TO THE PUBLIC SECTOR

Baker Tilly has been in business for more than 90 years, and public sector entities were some of our first clients.

Industry focus means your engagement team brings:

- Specialized training and continuing education on governmental accounting topics
- Dedication to the public sector, working exclusively with the public sector year-round
- Industry involvement and thought leadership with national, regional and local governmental and accounting associations
- Shared resources including webinars, workshops, newsletters and podcasts specific to state and local governments
- Availability year-round for consultations, routine questions and pragmatic recommendations

1. FIRM EXPERTISE AND COMPETENCE

Serving Illinois government clients

The City will benefit from the expertise we've gained by providing services to nearly 4,000 state and local governments nationwide. The following represents a sampling of our Illinois state and local government clients. We are glad to provide are glad to provide references upon request.

ILLINOIS GOVERNMENT CLIENTS

Illinois city clients

Bloomington
Blue Island
Chicago
Galesburg
Highland Park
Lake Forest
Moline

Illinois county clients

DeKalb
DuPage
Kane
Lake
McHenry
Rock Island
Will
Winnebago

Illinois village clients

Broadview
Chicago Ridge
Deerfield
Glenview
Hodgkins
Lake Zurich
Lemont
Lincolnshire
Lisle
Mahomet
Maywood
McCook
Northfield
Oak Lawn
Roselle
Sauk Village
Schaumburg

Illinois utility clients

DuPage County Water and Sewerage System
Fox River Water Reclamation District
Glenbard Wastewater Authority
Metropolitan Water Reclamation District of Greater Chicago
Illinois Municipal Electric Agency
Thorn Creek Basin Sanitary District

Illinois library clients

Bedford Park
Highland Park
Hodgkins
McCook

Other entities

Chicago Teachers' Pension Fund
Cook County Deferred Compensation Plan
Cooperative Association for Special Education
DuPage County Health Department
Forest Preserve District of Cook County
Forest Preserves of Winnebago County
Greater Peoria Mass Transit District
Hodgkins Park District
Illinois Department of Human Services
Illinois State Board of Education
Lake County Forest Preserves
Pace Suburban Bus Service
Regional Transportation Authority
Rockford Mass Transit District
Springfield Mass Transit District

Baker Tilly also audits more than 60 public school districts in the state, including Chicago Public Schools

1. FIRM EXPERTISE AND COMPETENCE

Offering the City significant single audit experience

Since the passage of the Single Audit Act of 1984, Baker Tilly has recognized the importance of providing guidance to our clients in this highly complex, specialized area. Our firm currently performs more than 700 single audits each year and ranks in the top four nationally based on the number of audits conducted by CPA firms.

Our depth of experience with single audits places us in a leading position to perform high-quality single audits for the City.

To stay on top of the changing requirements, our firm serves on various AICPA committees engaged in financial and single audit issues. We are frequently selected as speakers for nationally sponsored training courses, and we actively participate in industry events.

Our firm is also asked to review and comment on various single audit documents created by the AICPA and Office of Management and Budget (OMB) prior to their issuance. Below is a list of documents where we have provided contributions:

Single audit leadership

Baker Tilly conducts more than 700 single audits each year, ranking in the top four nationally based on the number of audits conducted by CPA firms.

DOCUMENT	YEARS	ORGANIZATIONS
AICPA Audit Guide — GAS and Single Audits	2022 and 2005 — 2016	AICPA
OMB Compliance Supplement	2008 — 2023	OMB

Aligning with the AICPA study on single audit quality

The AICPA performed a study on single audit quality which showed three factors that directly correlate to the quality of the audit engagements. The Baker Tilly team is a leader in each of these areas.

FACTORS AFFECTING AUDIT QUALITY	HOW BAKER TILLY DELIVERS
Size of the firm’s single audit practice	Baker Tilly offers the City approximately 400 professionals performing single audits.
Membership in the AICPA Government Audit Quality Center (GAQC)	Baker Tilly has been a member since the Center’s inception, and our professionals have served multiple terms on the Executive Committee of the GAQC.
Qualifications of the engagement partner	Michael Malatt, partner on your engagement team leads nearly 20 single audit engagements annually, including Bloomington’s.

1. FIRM EXPERTISE AND COMPETENCE

Helping the City achieve the GFOA Certificate of Achievement for Excellence in Financial Reporting (COA)

We will continue to support the City in successfully receiving the COA from the GFOA. Baker Tilly is that firm. We are heavily involved with the COA program by volunteering staff time to serve as report reviewers for the GFOA. ***We will provide assistance to the City with your ACFR.***

GFOA CERTIFICATE OF ACHIEVEMENT AWARD RECIPIENTS			
Counties	Cities	Towns/villages	Other entities
Dane, WI	Beloit, WI	Ashwaubenon, WI	Brazos River Authority, TX
DeKalb, IL	Bloomington, IL	Bayside, WI	Brownsville Public Utilities Board, TX
Delaware, PA	Brookfield, WI	Cave Creek, AZ	Chicago Public Schools, IL
DuPage, IL	Bullhead City, AZ	Chino Valley, AZ	Daisy Mountain Fire District, AZ
Kane, IL	Casa Grande, AZ	Deerfield, IL	Ferguson Township, PA
La Crosse, WI	El Mirage, AZ	Dewey-Humboldt, AZ	Forest Preserve District of Cook County, IL
Lake, IL	Fitchburg, WI	Florence, AZ	Grand Rapids Public Utilities Commission, MN
Lycoming, PA	Franklin, WI	Germantown, WI	Guadalupe Blanco River Authority, TX
Marathon, WI	Galesburg, IL	Glenview, IL	Lake County Forest Preserves, IL
McHenry, IL	Green Bay, WI	Grafton, WI	Las Vegas Valley Water District, NV
Milwaukee, WI	Highland Park, IL	Lake Zurich, IL	Metropolitan Water Reclamation District, IL
Olmsted, MN	Janesville, WI	Lemont, IL	Milwaukee Metropolitan Sewage District, WI
Racine, WI	Kingman, AZ	Lincolnshire, IL	Milwaukee Public Schools, WI
Rock Island, IL	Lake Forest, IL	Lisle, IL	New Braunfels Utilities, TX
Sauk, WI	Madison, WI	Marana, AZ	North Shore Fire Department, WI
Scott, IA	Mequon, WI	Northfield, IL	Northwest Fire District, AZ
Walworth, WI	Middleton, WI	Oak Lawn, IL	Oak Creek Water and Sewer Utility, WI
Washington, WI	Milwaukee, WI	Oro Valley, AZ	Pace Suburban Bus Service, IL
Waukesha, WI	Moline, IL	Paradise Valley, AZ	Rockford Public Schools, IL
Will, IL	Neenah, WI	Roselle, IL	San Antonio River Authority, TX
Winnebago, IL	Oconomowoc, WI	Schaumburg, IL	San Antonio Water System, TX

1. FIRM EXPERTISE AND COMPETENCE

GFOA CERTIFICATE OF ACHIEVEMENT AWARD RECIPIENTS			
Counties	Cities	Towns/villages	Other entities
	Prescott, AZ		Saint Paul Public Housing Agency, MN
	Rosemount, MN		Thorn Creek Basin Sanitary District, IL
	Safford, AZ		VIA Metropolitan Transit, TX
	Sun Prairie, WI		VIA Metropolitan Transit Retirement Plan, TX
	Tolleson, AZ		
	West Bend, WI		

GFOA COA program as report reviewers

We are heavily involved with the COA program by volunteering staff time to serve as report reviewers for the GFOA. Below is a list of current Baker Tilly GFOA report reviewers. Members of your engagement team are highlighted in bold.

BAKER TILLY GFOA REVIEWERS	
Amanda Blomberg, Managing Director	Brian Hemmerle, Partner
Sommer Cannon, Director	Steve Henke, Senior Manager
John Compton, Jr., Partner	Cailee Lewis, Senior Manager
Jason Coyle, Partner	Joseph Lightcap, Managing Director
Jodi Dobson, Partner	Michael Malatt, Partner
Paul Frantz, Partner	Amanda Mboga, Senior Manager
Nick Goeman, Senior Manager	John Rader, Managing Director
Sheanne Hediger, Partner	Wendi Unger, Partner

1. FIRM EXPERTISE AND COMPETENCE

Implementing new GASB standards

We routinely assist our government clients with implementing new accounting standards. To keep our clients up to date on the latest government accounting issues, Baker Tilly provides leadership to industry organizations through our involvement as authors, speakers, trainers and promoters of government accounting and auditing advancement.

We will continuously monitor GASB pronouncements — both issued and proposed — to evaluate how they impact the City. We will discuss these impacts with the City through various audit phases, from planning to fieldwork and audit completion.

We provide educational resources as well as tools and templates to help our clients with implementation at bakertilly.com.

Baker Tilly is prepared to assist the City with new GASB standards, as applicable. This may range from the impending implementation of GASB 96, Subscription-Based Information Technology Arrangements to providing preliminary insights and guidance on the newest standards to be implemented, such as GASB 101, Compensated Absences, or anything in between.

In addition to recently issued GASB Statements, other GASB standards and exposure drafts outstanding are expected to significantly impact current reporting practices. Baker Tilly follows these developments closely and often prepares comment letters to GASB on behalf of the profession to raise items of potential concern before the standards are finalized.

Helping the Zoo and the Library Foundation achieve their missions

In addition to our deep local government expertise, we will ensure that the City's engagement is also staffed by equally qualified not-for-profit auditors. Firmwide, we serve more than 2,400 not-for-profit clients throughout the United States whose annual budgets typically range from less than \$1 million to more than \$100 million. Our audit procedures specifically address the unique needs of tax-exempt organizations.

1. FIRM EXPERTISE AND COMPETENCE

Prioritizing industry involvement and knowledge sharing

To help the City prepare for and respond to change, we are actively involved in local and national associations. This keeps us on the leading edge of developments in our industry that may impact the City. Our memberships in professional organizations and our involvement as authors, speakers, trainers and promoters of governmental accounting and auditing equip us to actively assist you with implementing new regulations and adopting new standards. Our active involvement enables us to provide the City with timely and relevant industry information. It also allows us to serve as your resource as complex or routine accounting and auditing issues arise.

BAKER TILLY IS INVOLVED WITH THE FOLLOWING INDUSTRY ASSOCIATIONS:

- American Institute of Certified Public Accountants (AICPA)
- American Women’s Society of Certified Public Accountants
- Association of Certified Fraud Examiners
- Association of Government Accountants
- Government Finance Officers Association
- Illinois Association of Municipal Management Assistants
- Illinois Association of School Business Officials
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Municipal Treasurers Association
- Information Systems Audit and Control Association
- Institute of Internal Auditors
- International City/County Management Association
- National Association of College and University Business Officers
- National Association of Municipal Advisors

Baker Tilly does not just belong to these organizations. We are active members who serve on committees and support the organizations with our time and funds. For example:

- Partner Jodi Dobson, our firm’s public sector technical leader, currently serves on the AICPA State and Local Government Expert Panel.
- **Partner Michael Malatt serves on the IGFOA Professional Education Committee.** In addition, Partner Jason Coyle, leader of our public sector practice in Illinois, is a member of the ICPAS Governmental Executive Committee. Both Jason and Managing Director Joe Lightcap are members of the IGFOA Technical Accounting Review Committee.

We are often called upon by local government associations to analyze proposed changes, provide recommendations for improvements and identify elements within proposed changes that impact our clients and their operations. In recent years, Baker Tilly has conducted training and developed educational programs on GASB pronouncements, budgeting, taxation, local income taxes and other legislative impacts, as well as various other topics related to significant changes.

1. FIRM EXPERTISE AND COMPETENCE

Contributing to AICPA committees and initiatives important to governments

To help the City respond to and prepare for change, Baker Tilly professionals are actively involved in various AICPA committees and initiatives. Our professionals are among the most influential in the accounting and advisory industry, and our thought leaders are directly involved with issues shaping our industry. The following are a few of the AICPA boards and committees we are involved in that are relevant to the City.

AICPA INITIATIVE	PURPOSE	DATES
Governmental Audit Quality Center (GAQC)	Promotes the importance of quality governmental audits, serves as a resource to member firms, provides members with online tools for sharing ideas and recognizes certified public accountant (CPA) firms that demonstrate a commitment to governmental audit quality	Since its inception
GAQC Executive Committee	Governs the GAQC, develops its policies and oversees its activities; also meets twice annually in conjunction with the Single Audit Roundtable (SART), which includes federal inspectors general, federal agencies and CPA firms	2021 — present 2012 — 2015
State and Local Government Expert Panel	Serves the needs of AICPA members regarding financial and business reporting and audit and attest matters; protects the public interest by bringing together knowledgeable parties in the state and local government industry to deliberate and come to agreement on key issues	2021 — present 2012 — 2020 2004 — 2008
Peer review oversight reviewers for single audits	Monitor the quality of peer reviews performed on OMB Uniform Guidance single audits	2014 — present
Peer Review Board	Promulgates the peer review standards and oversees the administration of the peer review program	2017 — present



2. Qualifications and experience of key personnel

The City will continue to work with a committed and consistent team of public sector auditors who have a deep understanding of your organization.

Aligning key engagement team members with your goals



While other firms may not always assign their best and most experienced people to public sector engagements, that is not the case at Baker Tilly. We believe in strong personal relationships, and this means a personal interest in the City. You will continue to work with our best and brightest public sector auditors who are dedicated to providing the City with exceptional service and a seamless, collaborative audit from year to year. Engagement team members are introduced below, and complete resumes are available in **Appendix D**.

The City’s audit will continue to be staff from our Oak Brook, Illinois office. We do not plan to use contractors or other non-full-time staff.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR THE CITY		
City and pension audits		
	Michael Malatt, CPA – Partner	
	Engagement role: Engagement partner Michael will continue to oversee the entire engagement to make sure the City receives a meaningful, genuine experience. He will work with the audit team to provide a seamless and well-planned engagement process, valuable solutions and technically accurate final deliverables to achieve your goals. Michael is committed to the City’s success and satisfaction with our services; he will collaborate with you and the team to meet your deadlines and exceed expectations.	Experience <ul style="list-style-type: none"> • City of Galesburg • City of Highland Park • City of Moline
	Joseph Lightcap, CPA – Managing Director	
	Engagement role: Engagement quality reviewer Joe will perform a final, technical review of the financial statements to ensure their integrity and completeness under the required accounting framework.	Experience <ul style="list-style-type: none"> • City of Lake Forest • Village of Hodgkins • Village of Oak Lawn

2. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR THE CITY

	Cindy Park – Senior Associate	
	Engagement role: City audit manager	Experience
	Cindy will oversee planning, fieldwork and reporting for the City’s audit. She will be responsible for the senior and staff associates during the audit process.	<ul style="list-style-type: none"> • City of Highland Park • City of Lake Forest • Village of Schaumburg
	Taryn Gille, CPA – Manager	
	Engagement role: Pension funds audit manager	Experience
	Taryn will oversee planning, fieldwork and reporting for the audit of the City’s pension funds. She will be responsible for the senior and staff associates during the audit process.	<ul style="list-style-type: none"> • City of Moline • Village of Lisle • Village of McCook
Not-for-profit audits		
	Jason Coyle, CPA – Partner	
	Engagement role: Audit partner	Experience
	Jason will ensure that the Zoo and Library Foundation audits are completed according to plan, that timeliness and quality standards are met and your expectations are exceeded.	<ul style="list-style-type: none"> • Jason leads the firm’s public sector practice in Illinois, overseeing audits of governmental entities and not-for-profit organizations
	Gary Bausch, CPA – Senior Manager	
	Engagement role: Audit senior manager	Experience
	Gary will coordinate project management and communication between the Zoo and the Library Foundation and Baker Tilly to deliver a seamless, collaborative audit engagement.	<ul style="list-style-type: none"> • Gary manages the audits of more than 25 not-for-profit organizations based in Illinois

THE CITY WILL RECEIVE TANGIBLE RESULTS WITH BAKER TILLY

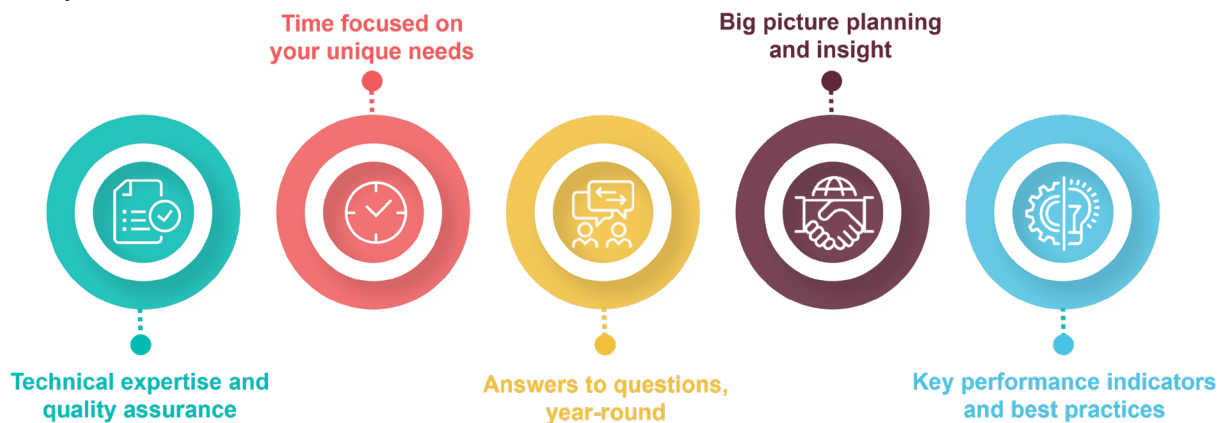
All engagement team members are committed to the City’s success. Their industry experience and service expertise translate into tangible results for the City.

2. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

Retaining trust and maximizing value with significant team member involvement

Your experienced engagement team members will be responsive to your needs, quickly resolve challenges and build trust. You can expect to receive technical insights and an approach customized to your unique structure, culture, timing and strategic goals.

We are ready to serve you when you need us, where you need us and for as long as you need us. Whether it is an early-morning phone call or late-night email, we are here to give you peace of mind when it comes to financial reporting. The graphic below details how we will build trust and maximize value with the City.



COLLABORATING WITH YOU AS YOUR TRUSTED VALUE ARCHITECT™

Your partners, directors and managers will be deeply involved in the engagement to give them an in-depth working knowledge of your organization and processes to deliver value throughout the year.

2. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

Creating an engaging culture to offer a consistent public sector team that will serve you for many years

We view our commitment to staff continuity as the cornerstone of building a lasting relationship with the City. You can expect to see the same engagement team members every year and avoid the time and cost of onboarding a new team.

Exceptional professionals thrive at Baker Tilly because we foster an engaging culture through diversity and inclusion, work-life balance, continuous learning opportunities, career advancement and employee recognition. As evidence of our team member-focused culture, Baker Tilly proudly presents a variety of recognitions and awards.

EVIDENCE OF OUR TEAM MEMBER-FOCUSED CULTURE AND COMMITMENT TO EXCELLENCE

<p>Baker Tilly was included in People Magazine's 2023 Companies That Care list, which recognizes companies who put their employees and communities first</p> 	<p>Recognized as one of America's Best Large Employers in 2024 by Forbes</p> 	<p>Received 250+ culture awards and workplace recognitions firmwide</p> 
<p>Ranked as a top 10 accounting and advisory firm for workplace prestige and quality on Vault Accounting's Accounting 50 list; culture is the number one reason that team members join our ranks and stay at our firm</p> 	<p>Baker Tilly has again been certified as one of the Best Workplaces in Consulting and Professional Services – one of only 25 companies recognized on this list</p> 	

ADVANCING AN ENGAGING CULTURE

Our commitment to attracting and retaining a top-quality workforce benefits the City through engaged team members and staff continuity.

2. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

Managing turnover and finding replacements

As part of our replacement strategy, we use a regional workforce planning manager to:

- Monitor job-needs requirements and staffing
- Communicate with all staff levels
- Resolve conflicts
- Generate and review reports
- Maintain client and team member information

When turnover happens, this manager evaluates staffing needs and establishes the level of expertise required to quickly find suitable replacements. Our firm’s engagement partners and managers are responsible for onboarding replacements and minimizing any disruption to an engagement.

Offering a consistent team for the City

We guarantee the same team members will serve the City throughout the engagement (subject to team members being promoted or leaving our firm). In some instances, they may alternate roles; however, all team members will have a strong knowledge of your operations.

Staying informed through continuing professional education (CPE)

Our state and local government auditors serving the City attend courses in accounting and auditing areas most important to you. A sampling of recent courses attended by members of our public sector practice is provided below.

CPE COURSES ATTENDED BY OUR TEAM		
<ul style="list-style-type: none"> • Accounting and auditing updates • Accounting and auditing single audit updates • Advanced public utility accounting • Assurance Service Line inspector training • Assurance risk • An inside look at the Service Contract Act • Common fraud schemes in government • Cybersecurity: It’s not just for businesses • Employee benefit plan training 	<ul style="list-style-type: none"> • Energy and utilities training sessions, such as rate study training • Enterprise risk management • Financial statement training • GASB training sessions • Higher education college/university annual training • HIPAA privacy and security for professional service providers • Information technology risk assessment concepts for financial audit • IT risk assessment standards training for auditors 	<ul style="list-style-type: none"> • Municipal update • Not-for-profit training • OMB Uniform Guidance training • Risk assessment and advanced auditing • School interim update and technical audit skills • Tax incremental financing • Understanding Other Postemployment Benefits (OPEB) • Utility University

Our professionals regularly attend and present at workshops and conferences hosted by professional associations like the AICPA and the GFOA. We will use insights gained from these educational events to inform your engagement.

3. Timelines and approach to the audit

Our relationship-driven approach is powered by technology and led by partners, directors and managers who deliver a cost-effective, quality engagement for the City. We will deliver audit solutions that address the public sector industry's underlying complexities and your unique opportunities.

Introducing Global Focus US, our proprietary audit methodology

You need confidence financial statements are fairly stated, focus areas are aligned with your industry and internal controls are effective.

Baker Tilly meets all of these expectations with **Global Focus US, our proprietary audit methodology that incorporates industry specialized forms, templates, processes and content to create an exceptional audit product for the City.**

Global Focus US is one of our key differentiators: a compilation of the required standards with our industry knowledge and auditing best practices to streamline the delivery of your services – making them nimble, risk-focused and, above all, collaborative. By leveraging a range of leading technology tools along the way, we strengthen communication, build connections between team members and eliminate errors through data visualization.



Key features

- Efficient
- Risk focused
- Industry specialized
- Technology enabled
- Scalable across geographies
- Communication based

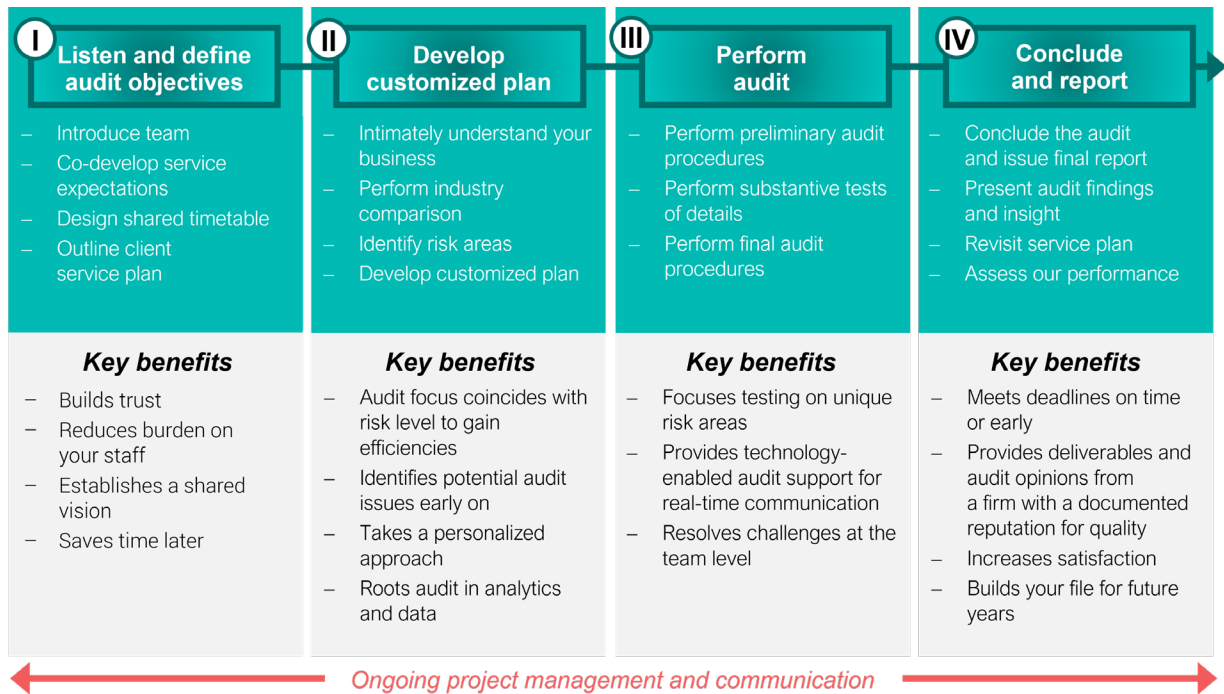
Outlining our “right-sized,” phased audit approach

Our audit approach for the City adheres to the highest professional standards. We will provide services that are collaborative, industry specialized, advisory based and considerate of your management and governance team every step of the way. We will use our operational knowledge from experience serving local governments to recommend specific management ideas throughout the process. Whether you are a new or continuing client, each audit team member comes prepared with a level of understanding of your industry, which helps them identify relevant risks and scope the audit.

Using a phased, risk-based approach, we will develop a detailed understanding of the City’s organization and internal controls. Our service teams use the latest in audit technology to identify exceptions, perform high-end analytics and adapt our audit as technology evolves. These tests form the basis for the opinions we provide on financial statements. They also give us valuable perspectives we apply in helping you better manage your business.

Our audit is rooted in a foundation of communication and executed in four phases. An overview of our approach is below.

3. TIMELINES AND APPROACH TO THE AUDIT

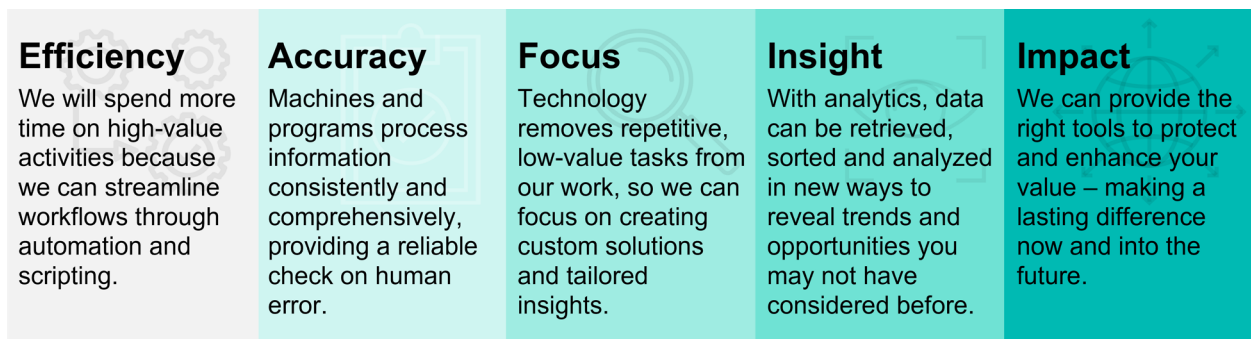


TAILORED AUDIT APPROACH

A high-touch audit service model assures the City of accessibility, reliability and a tailored approach.

Embedding innovation to add efficiencies and insight for the City

A key factor in your success is an ability to quickly adapt to innovations and adjust to changing regulatory environments. Our firm’s investment in technology is an investment in helping you do both.



INNOVATIVE TECHNOLOGIES IMPROVE THE CITY’S EXPERIENCE

The City, not Baker Tilly, is the true beneficiary of our technology investments. These technologies increase the value we deliver to you as our client because they improve the way we work and the results we deliver.

Powering the City’s audit with technology tools

Recognizing that audits are often viewed as a “commodity,” we differentiate ourselves in our ability to complete the audit with a focus on efficiencies and added value. Global Focus US technology helps our staff identify exceptions, perform high-end analytics and correctly audit your risks. **You will benefit from our streamlined, industry-tailored audit procedures providing greater insight into specific risks and a single point of entry for data, cutting out manual entry errors across the audit.**

3. TIMELINES AND APPROACH TO THE AUDIT

TECHNOLOGY TOOL	BENEFITS TO THE CITY
ASSURANCE: Global Focus US is Baker Tilly's proprietary version of CaseWare.	The City receives an exceptional work product with industry-specialized templates and content.
RESEARCH: Checkpoint helps us to research industry challenges and trends.	The City can expect us to stay up to date on relevant accounting pronouncements and how we can apply them to your organization.
DATA COMPILATION AND TESTING: TeamMate Analytics provides a risk-weighted selection of journal entries for our team to test based on key characteristics.	The City benefits from compatibility between your data and our systems to effectively compile information and from efficiencies gained in sampling and testing journal entries to determine unusual entries by analyzing the general ledger.
DATA ENTRY: Data Snipper is an Excel add-on that allows our team to easily extract information from reports, bank statements, invoices, etc.	The City can expect 40-50% in time savings on data entry as it relates to creating and maintaining our workpapers.
SECURE COLLABORATION: Suralink makes it easy for our internal teams to collaborate while Microsoft Teams serves as our enterprise meeting platform.	The City can expect secure collaboration anywhere and anytime with remote presentations, document collaboration and check-ins – making it easy for our teams to come together, share and edit files, assign tasks and track activity in a secure environment.

Leading the way in developing a new standard for the future of auditing

Baker Tilly is dedicated to staying at the forefront of our profession and keeping the City one step ahead of changing standards. We are proud to announce our commitment to helping the AICPA develop a new standard for the future of auditing, Dynamic Audit Solution (DAS), based on the power of automation, data analytics and technology.



With technology poised to disrupt auditing, new opportunities exist for auditors to leverage artificial intelligence, automation and data analytics to provide high-quality audits more effectively, more efficiently and with greater value to you as our client. To achieve this vision, we must rethink the audit from the ground up, embracing technological disruptions and responding to the changing environment through the development of a comprehensive DAS.

The AICPA, CPA.com and participating firms from the AICPA Major Firms Group – which includes Baker Tilly – have set out to develop a transformational audit methodology to modernize and enhance the quality and value of audits. Baker Tilly is fully committed to these efforts and has made investments in the development of DAS, including contributing Baker Tilly talent to the project. We have several team members directly involved in DAS, including solution architects and developers.

Participating in industry technology groups

Baker Tilly also participates in a number of committee working groups specializing in the advancement of data and technology within the profession:

- Rutgers AICPA Data Analytics Research (RADAR)
- PCAOB Data and Technology Task Force
- Center for Audit Quality (CAQ) Data and Technology Working Group
- Digital CPA.com

3. TIMELINES AND APPROACH TO THE AUDIT

Tailoring the segmentation of your engagement to the City

The City will receive a customized audit based on our proven approach, which includes nine to 10 work segments. These segments, along with the anticipated audit procedures for each, are discussed below.

1. Engagement planning and administration

- Prepare client information forms, obtain signed engagement letters and complete independence procedures
- Review previous audit reports and internal control reports
- Prepare memorandum regarding overall City operations for permanent file records
- Complete staffing and scheduling summary
- Hold planning conference with engagement partner and in-charge auditors
- Hold planning and progress conferences with the City as needed
- Obtain all documents and information required for permanent file
- Read minutes of the City Council meetings
- Develop and approve audit programs
- Perform various testing of compliance with laws and regulations
- Accumulate points to be included in management letter and draft letter
- Review working papers for completeness
- Undergo partner-level working paper reviews
- Hold exit conference with key City personnel
- Present to the City Council

2. Risk assessment and internal controls

- Perform entity-wide risk assessment procedures
- Conduct fraud interviews
- Determine major transaction cycles
- Perform evaluations of internal controls over major transaction cycles
- Complete information technology risk assessment
- Test internal controls as applicable
- Determine reliance on internal controls and resulting substantive audit procedures

3. Cash and investments

- Review ledger account entries and compare cash account balances
- Confirm year-end cash and investment balances with depositories
- Obtain bank reconciliations and substantiate reconciling items
- Substantiate cash cut-offs and interbank transfers
- Test investment transactions and interest earned
- Test market values of applicable investments
- Audit financial statement disclosures

3. TIMELINES AND APPROACH TO THE AUDIT

4. Revenue

- Compare revenues to prior-year actual, current budget or other expectations
- Analyze accounts with significant variations
- Confirm or otherwise validate accounts receivable and taxes receivable
- Confirm and reconcile state aid
- Reconcile other revenues to claims and invoices filed
- Perform a search for unrecorded receivables
- Review functional classifications of revenues for government-wide financial statements
- Test capital contributions
- Analyze allowances for uncollectibles

5. Expenditures

- Compare expenditures to prior years, budgeted amounts or other expectations
- Analyze accounts with significant variations
- Review accounts payable listings, determine proper cut-offs and test for unrecorded liabilities
- Validate prepaid items
- Verify vested compensated absence liabilities
- Test insurance-related accruals or incurred but not reported claims (IBNRs)
- Determine the appropriateness of other liability accounts, including accrued payrolls and related withholdings, retainages and other liabilities
- Test pension information and disclosures
- Test other post-employment liabilities

6. Property

- Obtain capitalization policy for capital assets and infrastructure
- Obtain summary schedules of capital assets and infrastructure, including additions, retirements and accumulated depreciation
- Test capital assets and infrastructure additions and deletions
- Test capital assets and infrastructure depreciation/amortization calculations

7. Inventories

- Observe physical inventories, if material
- Test pricing, quantities and extensions of final inventories

8. Financing/equity

- Verify bond and note balances owed
- Obtain information on new issues, if any
- Trace transactions to the general ledger
- Re-compute interest expense
- Determine the nature and appropriateness of net position and fund balance categories

3. TIMELINES AND APPROACH TO THE AUDIT

9. Financial reporting

- Ascertain that all items of audit significance contained in the minutes have been considered and cross-referenced to the work papers
- Obtain a working trial balance
- Propose adjusting entries and obtain adjusted trial balance
- Prepare draft financial statements
- Perform subsequent events review to the date of completion of fieldwork
- Obtain management and attorney representation letters
- Finalize required reports

10. Single audit

- Obtain a schedule of federal awards and review for accuracy and completeness
- Obtain a summary schedule of prior audit findings
- Determine major federal grant programs
- Review compliance requirements for major federal grants
- Test the City's internal controls over compliance requirements that could have a direct and material effect on major programs
- Test compliance with laws and regulations governing the City's major federal grants
- Draft required single audit reports
- Draft schedule of findings and questioned costs
- Obtain responses to findings and corrective action plan from the City, if needed
- Assist the City with completion and submission of the Data Collection Form after the City's review

3. TIMELINES AND APPROACH TO THE AUDIT

Detailing estimated staff hours on the audit

Estimates of the time requirements for the City’s 2024 audit by staff level and segment of the engagement are as follows.

AUDIT SEGMENT	ESTIMATED STAFF HOURS				
	PARTNER	MANAGER	SENIOR	STAFF	TOTALS
Planning and administration	10	20	24	24	78
Risk assessments and internal control	8	12	24	24	68
Cash and investments	3	6	35	55	99
Revenue	5	10	70	63	148
Expenditures	5	10	70	63	148
Property	2	4	20	24	50
Inventories	1	2	5	4	12
Financing/equity	3	4	16	10	33
Financial reporting	6	13	22	12	53
Single audit	5	8	28	28	69
Foreign Fire Insurance Board audit	2	3	6	6	17
Public Library Foundation audit	8	12	32	32	84
Miller Park Zoological Society audit	8	12	32	32	84
Police Pension audit	8	12	60	60	140
Fire Pension audit	8	12	60	60	140
Total hours	82	140	504	497	1,223

These estimated audit hours are based on the time we have actually spent, on average, performing the City’s audit in recent years.

3. TIMELINES AND APPROACH TO THE AUDIT

Ensuring the audit timeline meets or beats the City’s deadlines

Below is an overview of our customized approach to successfully deliver audit services for the City. During your client service plan development, we will collaborate with you to co-develop an agreed-upon service timeline that meets your needs and timing requirements. We do not anticipate any challenges or concerns in meeting the timeline set out in the City’s RFP.

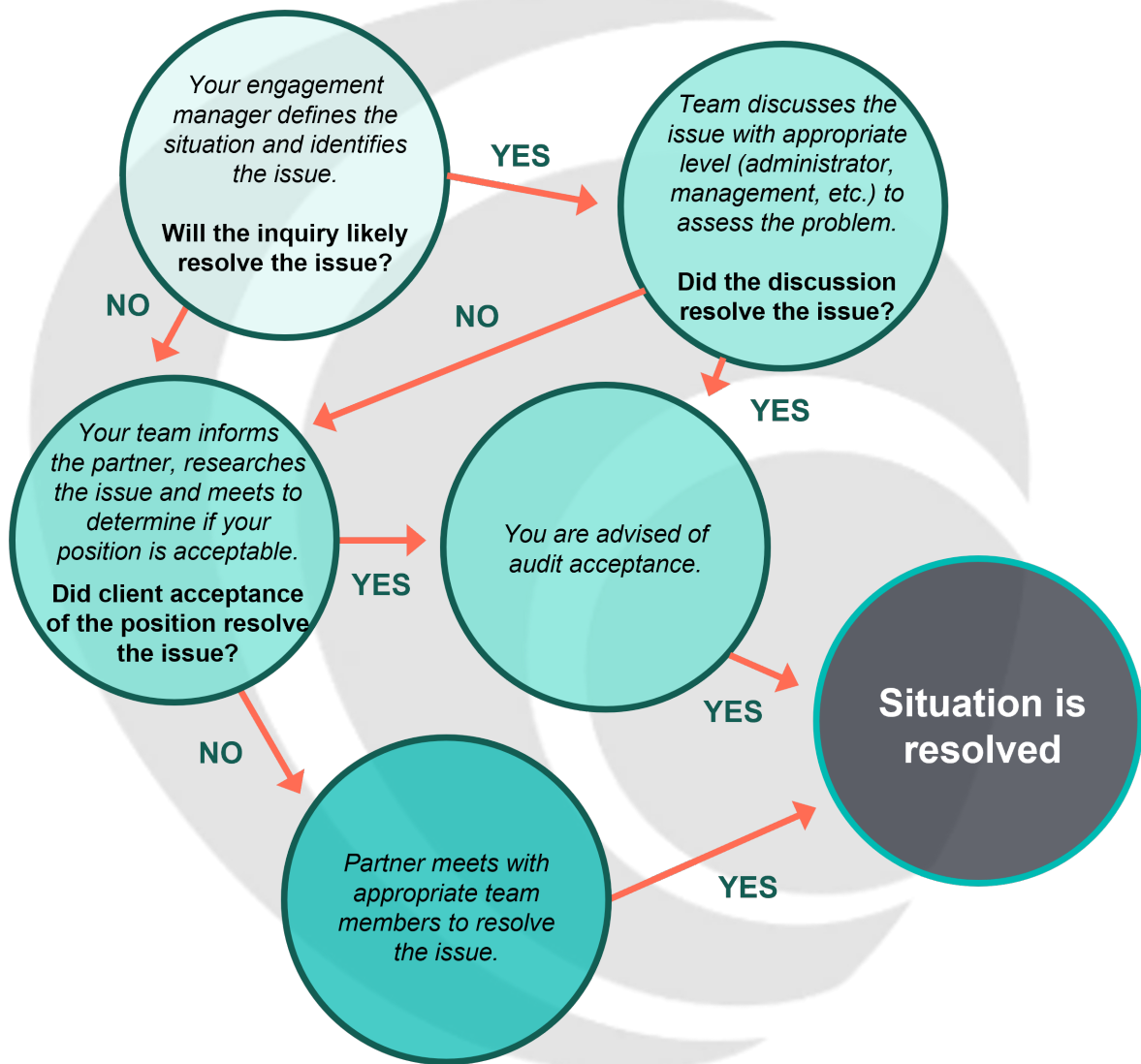
ACTIVITY	2024						
	MAY	JUN	JUL	AUG	SEP	OCT	NOV
PHASE 1: LISTEN AND DEFINE AUDIT OBJECTIVES							
Kickoff and planning							
PHASE 2: DEVELOP A CUSTOMIZED AUDIT PLAN							
Risk and opportunity assessment							
PHASE 3: PERFORM AUDIT							
Interim fieldwork							
Year-end fieldwork							
PHASE 4: CONCLUDE AND REPORT							
Audit conclusion, reporting and discussion of audit results							
Present to City Council							
ONGOING SUPPORT							
Project management and communication							

3. TIMELINES AND APPROACH TO THE AUDIT

Resolving audit issues quickly and efficiently

Our firm emphasizes immediate and efficient issue resolution in every audit. The City's management will be kept up to date on the status of any open items throughout the engagement, and based on your preference, we will schedule recurring meetings to share our progress and any concerns related to audit execution, reporting or deadlines. You will be notified of all issues during fieldwork, and we will resolve all major issues prior to leaving your work site. Our team members commit to meeting with the City and discussing deficiencies at least four weeks before the final audit report's release.

We do not anticipate any potential audit problems. However, should there be any issues, the approach we generally take is highlighted below.



BAKER TILLY'S STREAMLINED, EFFICIENT APPROACH FOR RESOLVING AUDIT ISSUES
The City will have direct access to our engagement team leaders to quickly resolve issues in your audit.

4. References

We are always happy to provide references because it is important for you to talk with the organizations we serve. Our similar client base equals experience-derived insights for the City.

Demonstrating successful relationships with similar clients

We encourage you to connect with the clients below to learn more about the value of their relationship with Baker Tilly. Each client will offer a different perspective as you consider your own needs.

CITY OF GALESBURG			
Name	Bobbi Chockley	Title	Interim Director of Finance & Information Systems
Phone	+1 (309) 345 3663	Email	bchockle@ci.galesburg.il.us
Services	Financial statement audit, single audit and agreed-upon procedures since 2015		

CITY OF MOLINE			
Name	Carol Barnes	Title	Finance Director
Phone	+1 (309) 524 2000	Email	cbarnes@moline.il.us
Services	Financial audit including TIF compliance audit and single audit since 2012		

CITY OF HIGHLAND PARK			
Name	Julie Logan	Title	Finance Director
Phone	+1 (847) 432 0800	Email	jlogan@cityhpil.com
Services	Financial audit for the City and the Library, including TIF compliance audits and single audit since 2013		

PROVIDING VALUABLE PERSPECTIVES FROM CURRENT CLIENTS

At Baker Tilly, relationships matter. Our team has a record of successfully enhancing and protecting similar clients' goals — resulting in experience-based insights for the City.

5. Proposed cost

As required, we have entered proposed cost to complete the City's engagement in the **OpenGov Procurement** portal.

Appendix A: Peer review

Receiving another “pass” report: Baker Tilly’s peer review

Our most recent peer review was completed in October 2021. **As with previous peer reviews, Baker Tilly received a “pass” report — the highest level of confidence we can obtain regarding our firm’s system of quality control.** No letter of comments was issued. In our more than 90 years of business, Baker Tilly has never had disciplinary action taken against our firm by the AICPA or any state boards or regulatory agencies.



Report on the Firm’s System of Quality Control

October 28, 2021

To the Partners of Baker Tilly US, LLP and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm’s Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer’s Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 1® and SOC 2® engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.

Moss Adams LLP

Appendix B: Engagement letter



Baker Tilly US, LLP
1301 W 22nd St, Ste 400
Oak Brook, IL 60523-3389
United States of America

T: +1 (630) 990 3131
F: +1 (630) 990 0039

bakertilly.com

July 18, 2023

Mayor and City Council
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61701

Dear Mayor and City Council:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Bloomington (Client, you, your).

Service and Related Report

We will audit the basic financial statements of the City of Bloomington as of and for the year ended April 30, 2023, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Bloomington with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Bloomington, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

In order to perform the professional services outlined in this Engagement Letter, Baker Tilly requires access to information subject to Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Federal law requires Baker Tilly to execute a Business Associate Agreement (BA Agreement) prior to being granted this information. For your convenience, we have attached our firm standard BA Agreement for your review and signature as Addendum A. Please execute and return a copy with this Engagement Letter, keeping the original BA Agreement on file with your HIPAA compliance records.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Combining and Individual Fund Financial Statements

Mayor and City Council
City of Bloomington

July 18, 2023
Page 2

The following supplementary information will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Schedule of Expenditures of Federal Awards
- > Consolidated Year End Financial Report (CYEFR) required by GATA

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City of Bloomington's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City of Bloomington's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budget Comparison Schedules
- > Historical Pension and OPEB Schedules

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements; however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information:

- > Introductory Section
- > Statistical Section

Tax Increment Financing Fund Financial Statements

We will also audit the financial statements for the Tax Increment Redevelopment Project Area of the City, as of and for the year ended April 30, 2023, if needed. As these financial statements are a fund of the City, the audit of them will be performed in conjunction with the audit of the basic financial statements.

We will also submit to you our report of compliance with the State of Illinois Public Act 851142, "An Act in Relation to Tax Increment Financing" for the Tax Increment Redevelopment Project Area of the City, as of and for the year ended April 30, 2023.

Our report does not include reporting on key audit matters.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 3

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The objective also includes reporting on:

- > Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.
- > Internal control related to major federal programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 4

As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- > Identify and assess the risks of material misstatement of the financial statements and supplemental information, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- > Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements and supplemental information that we have identified during the audit.
- > Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements and supplemental information, including the disclosures, and whether the financial statements and supplemental information represent the underlying transactions and events in a manner that achieves fair presentation.
- > Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management or those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Bloomington and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards* and the Uniform Guidance.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 5

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control over compliance issued pursuant to the Uniform Guidance.

Also, if required by *Government Auditing Standards*, we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of the City of Bloomington.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Bloomington's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether you have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City of Bloomington's major programs. The purpose of those procedures will be to express an opinion on your compliance with requirements applicable to each of your major programs in our report on compliance issued pursuant to the Uniform Guidance.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

We will make reference to the audit of the Police Pension Fund and Miller Park Zoological Society in our report on your financial statements.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 6

Management's Responsibilities

You are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. You further agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) that you believe the schedule of expenditures of federal awards including its form and content, is fairly presented in accordance with the Uniform Guidance; (c) that the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 7

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Bloomington complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Bloomington; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Compilation of City financial statements
- > Adjusting journal entries
- > Preparation of the Illinois Comptroller's Office annual financial report
- > Preparation of the auditee section of the Data Collection Form

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 8

- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Bloomington must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

At the conclusion of our engagement, we will complete the appropriate auditor sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to complete the auditee sections and to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior year audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include within the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of the auditors' reports or nine (9) months after the end of the audit period.

We will provide copies of our reports to the City of Bloomington, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and confidential information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 9

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Bloomington's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Bloomington hereby authorizes us to do so.

Baker Tilly and the City of Bloomington acknowledge that, at the time of the execution of this Engagement Letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Baker Tilly has restricted its employees from travel and onsite work, whether at a client facility or Baker Tilly facility, to protect the health of both Baker Tilly and its clients' employees. Accordingly, to the extent that any of the services described in this Engagement Letter requires or relies on personnel to travel and/or perform work onsite, then Baker Tilly and the City of Bloomington acknowledge and agree that when the performance of such work depends on physical access to Client's facilities, then such work may be supplanted with alternative procedures, or may be delayed, significantly or indefinitely and/or suspended at Baker Tilly's discretion. Baker Tilly and the City of Bloomington agree to provide the other with prompt written notice in the event any of the onsite services described herein, such as inventory observations and other procedures, will need to be supplanted, rescheduled and/or suspended. Baker Tilly and the City of Bloomington also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Baker Tilly will obtain the City of Bloomington's prior written approval for any increase in the cost of Baker Tilly services that may result from the situation surrounding COVID-19.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Bloomington's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Bloomington is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 10

	<u>FY 2023</u>
City Financial and Single Audit	\$ 82,960
Grossinger Motors Arena Audit	23,050
TIF Audit	<u>2,210</u>
Total	<u>\$ 108,220</u>
Each single audit major program beyond two	<u>3,180</u>

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Bloomington agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 11

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Bloomington, unless otherwise prohibited. In the event we are requested by the City of Bloomington or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Bloomington, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Bloomington if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Bloomington, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Bloomington with any other services you may find necessary or desirable.

You may terminate this engagement, for any reason, at any time, upon 30 days advance written notice by the City Manager and in such event the City shall be responsible to compensate us for all time expended prior to such termination and to reimburse us for all out-of-pocket expenditures through the date of termination.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 12

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 13

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the City of Bloomington will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the City of Bloomington violates this nonsolicitation clause, the City of Bloomington agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the City of Bloomington and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

Mayor and City Council
City of Bloomington

July 18, 2023
Page 14

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Bloomington's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Michael Malatt, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Michael Malatt is available at 630 645 6226, or at michael.malatt@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP



Enclosures

The services and terms as set forth in this Engagement Letter are agreed to by:

Tim Gleason

Official's Name



Official's Signature

City Manager

Title

7/20/2023 | 2:13 PM CDT

Date



Report on the Firm's System of Quality Control

October 28, 2021

To the Partners of Baker Tilly US, LLP and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 1® and SOC 2® engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.

Moss Adams LLP

BUSINESS ASSOCIATE AGREEMENT BETWEEN CITY OF BLOOMINGTON and BAKER TILLY US, LLP

THIS BUSINESS ASSOCIATE AGREEMENT (BA Agreement) replaces previous business associate agreements between Baker Tilly US, LLP (Business Associate) and City of Bloomington (Covered Entity) (each a Party and collectively the Parties) and is effective on July 18, 2023 (Effective Date).

1. PREAMBLE

Covered Entity and Business Associate enter into this BA Agreement to comply with the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162 and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification and Enforcement Rules the (Implementing Regulations)), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 the (HITECH Act) that are applicable to business associates and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules as issued on January 25, 2013, and effective March 26, 2013, (75 Fed. Reg. 5566 (Jan. 25, 2013)) the (Final Regulations). The Implementing Regulations, the HITECH Act and the Final Regulations are collectively referred to in this BA Agreement as the "HIPAA Requirements."

Covered Entity and Business Associate agree to incorporate into this BA Agreement any regulations issued by the U.S. Department of Health and Human Services (DHHS) with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

2. DEFINITIONS

- (a) "Breach" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- (b) "Business Associate Subcontractor" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.
- (c) "Electronic PHI" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.
- (d) "Limited Data Set" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers or household members of the individual:
- (i) Names;
 - (ii) Postal address information, other than town or city, State and zip code;
 - (iii) Telephone numbers;
 - (iv) Fax numbers;
 - (v) Electronic mail addresses;
 - (vi) Social security numbers;
 - (vii) Medical record numbers;
 - (viii) Health plan beneficiary numbers;
 - (ix) Account numbers;
 - (x) Certificate/license numbers;
 - (xi) Vehicle identifiers and serial numbers, including license plate numbers;
 - (xii) Device identifiers and serial numbers;

- (xiii) Web Universal Resource Locators (URLs);
- (xiv) Internet Protocol (IP) address numbers;
- (xv) Biometric identifiers, including finger and voice prints; and
- (xvi) Full face photographic images and any comparable images.

(e) "Protected Health Information" or "PHI" shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer or Health Care Clearinghouse, that (i) relates to the past, present or future physical or mental health or condition of an individual, provision of health care to the individual or the past, present or future payment for provision of health care to the individual, (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this BA Agreement shall mean both Electronic PHI and Nonelectronic PHI, unless another meaning is clearly specified.

(f) "Security Incident" shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

(g) "Unsecured Protected Health Information" shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.

(h) All other capitalized terms used in this BA Agreement shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

3. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this BA Agreement and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

(b) Where provisions of this BA Agreement are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this BA Agreement shall control.

(c) Except as expressly provided in the HIPAA Requirements or this BA Agreement, this BA Agreement does not create any rights in third parties.

4. SPECIFIC REQUIREMENTS

(a) Flow-Down of Obligations to Business Associate Subcontractors. Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this BA Agreement in the same manner as required of Business Associate and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for noncompliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

(b) Privacy of Protected Health Information

- (i) Permitted Uses and Disclosures of PHI. Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this BA Agreement or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Engagement Letter and this BA Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

- (1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this BA Agreement, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(d)(ii) below.
- (2) Business Associate shall establish, implement and maintain appropriate safeguards and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this BA Agreement.
- (ii) Business Associate Obligations. As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:
 - (1) the use relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate or (2) data aggregation services relating to the health care operations of the Covered Entity or
 - (2) the disclosure of information received in such capacity will be made in connection with a function, responsibility or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any Breaches of confidentiality.
- (iii) Minimum Necessary Standard and Creation of Limited Data Set. Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Engagement Letter and this BA Agreement, Business Associate agrees to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.
- (iv) Access. In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.
- (v) Disclosure Accounting. Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.
- (vi) Amendment. Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.
- (vii) Right to Request Restrictions on the Disclosure of PHI and Confidential Communications. If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.
- (viii) Return or Destruction of PHI. Upon the termination or expiration of the Engagement Letter or this BA Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies) or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this BA Agreement and of the HIPAA Requirements to the PHI and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.
- (ix) Availability of Books and Records. Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books and records relating to the use and disclosure of PHI in connection with this BA Agreement.
- (x) Termination for Breach.
 - (1) Business Associate agrees that Covered Entity shall have the right to terminate this BA Agreement or seek other remedies if Business Associate violates a material term of this BA Agreement.

(2) Covered Entity agrees that Business Associate shall have the right to terminate this BA Agreement or seek other remedies if Covered Entity violates a material term of this BA Agreement.

(c) Information and Security Standards

- (i) Business Associate will develop, document, implement, maintain and use appropriate Administrative, Technical and Physical Safeguards to preserve the Integrity, Confidentiality and Availability of, and to prevent nonpermitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.
- (ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.
- (iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:
 - (1) Implement Administrative, Physical and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity and Availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;
 - (2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;
 - (3) Report to Covered Entity any unauthorized access, use, disclosure, modification or destruction of PHI (including Electronic PHI) not permitted by this BA Agreement, applicable law or permitted by Covered Entity in writing (Successful Security Incidents or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(d)(iii)(1);
 - (4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line or malware such as worms or viruses) (Unsuccessful Security Incidents), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(d)(iii)(2);
 - (5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI;
 - (6) Permit termination of this BA Agreement if the Covered Entity determines that Business Associate has violated a material term of this BA Agreement with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and
 - (7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

(d) Notice and Reporting Obligations of Business Associate

- (i) Notice of Noncompliance with the BA Agreement. Business Associate will notify Covered Entity within 30 calendar days after discovery, any unauthorized access, use, disclosure, modification or destruction of PHI (including any successful Security Incident) that is not permitted by this BA Agreement, by applicable law or permitted in writing by Covered Entity, whether such noncompliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.
- (ii) Notice of Breach. Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 30 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

- (1) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any nonpermitted acquisition, access, use or disclosure of PHI and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.
- (2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(iii) Reporting Obligations.

- (1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 30 calendar days after Business Associate learns of such nonpermitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:
 - a. Identify (if known) each individual whose Unsecured Protected Health Information has been or is reasonably believed by Business Associate to have been accessed, acquired or disclosed;
 - b. Identify the nature of the nonpermitted access, use or disclosure including the date of the incident and the date of discovery;
 - c. Identify the PHI accessed, used or disclosed (e.g., name; social security number; date of birth);
 - d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further nonpermitted accesses, uses or disclosures;
 - e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the nonpermitted access, use or disclosure; and
 - f. Provide such other information, including a written report, as the Covered Entity may reasonably request.
- (2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that:
 - a. identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4),
 - b. indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts and
 - c. if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

(iv) Termination.

- (1) Covered Entity and Business Associate each will have the right to terminate this BA Agreement if the other Party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this BA Agreement and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.
- (2) If Business Associate or Covered Entity fail to cure the material breach or end the violation after the other Party's notice, Covered Entity or Business Associate (as applicable) may terminate this BA Agreement by providing Business Associate or Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.


- (v) Continuing Privacy and Security Obligations. Business Associate's and Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained or transmitted in connection with services to be provided under the Engagement Letter and this BA Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of this BA Agreement or the Engagement Letter. Business Associate's other obligations and rights, and Covered Entity's obligations and rights upon termination, cancellation, expiration or other conclusion of this BA Agreement, are those set forth in this BA Agreement and/or the Engagement Letter.

IN WITNESS WHEREOF, the Parties have signed this BA Agreement on the dates indicated below.

BAKER TILLY US, LLP

City of Bloomington

By 
 Signature

By 
 Signature

Michael S. Malatt
 Print Name

Tim Gleason
 Print Name

Title Partner

Title City Manager

Date Signed July 18, 2023

Date Signed 7/20/2023 | 2:13 PM CDT

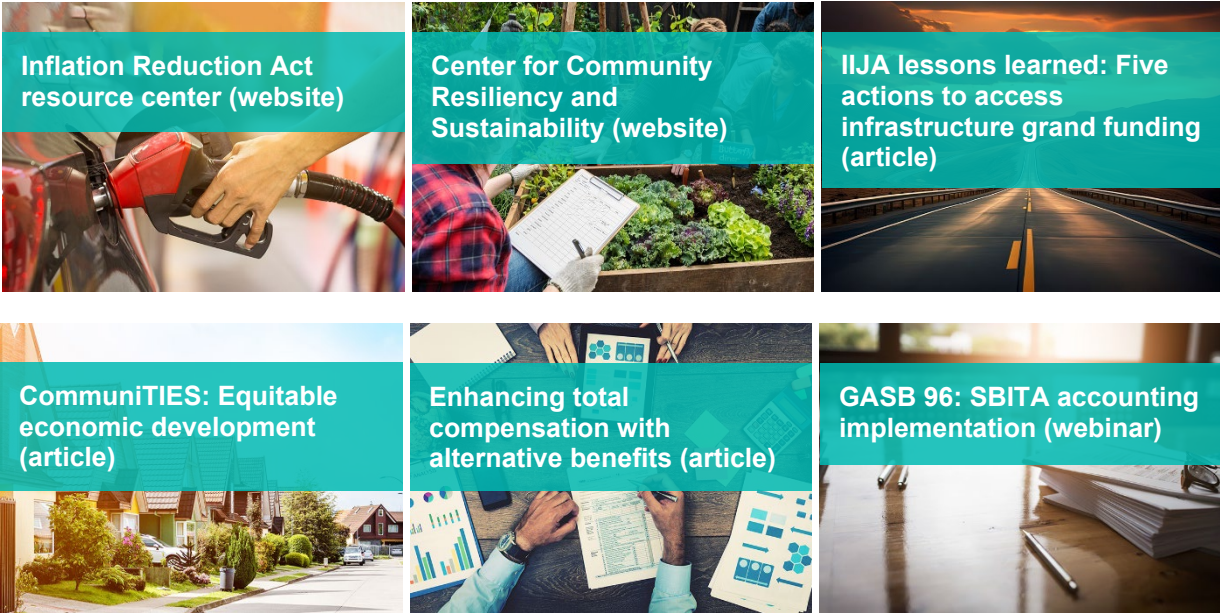
Appendix C: Additional services

Sharing complimentary educational and training resources to keep the City informed

Baker Tilly’s position of leadership, significant involvement in the accounting profession and deep industry and service specialization translate into knowledge we will share with the City. We are committed to delivering additional value by informing and educating your staff and supporting your operations. Complimentary educational opportunities include:

- **Meaningful, timely and realistic guidance** and responses to routine questions throughout the year at no additional charge.
- **Regular webinars** on topics such as fraud, understanding financial reports, new GASB reporting standards, grant-related topics and cost reduction/revenue maximization. These webinars are free to our clients and qualify for CPE credits. Webinar recordings are available on our website and can be viewed anytime.
- **Web-based resources**, including our [Inflation Reduction Act resource center](#), are available to Baker Tilly clients and feature educational materials, tools and resources on topics important to governments.
- Our **CommuniTIES Connection newsletter** features industry and accounting updates.
- Our weekly **CommuniTIES podcast series** features public sector leaders from across the firm providing practical guidance to help governmental entities navigate challenges and seize opportunities.
- **Timely alerts** provide updates on laws, regulations or decisions with an immediate or near-future impact on local government clients.

Our team members will share complimentary webinars, alerts, whitepapers, articles, case studies, events, resources and insights year-round to empower you in achieving your goals. Click the images below to view our most recent resources designed to address trending topics for local governments. Additional webinars and on-demand videos are available at bakertilly.com/industries/state-and-local-government.



INFUSING VALUE IN OUR RELATIONSHIP THROUGH COMPLIMENTARY RESOURCES
We will provide meaningful insights that support the City’s success by sharing educational resources and timely, industry-specific guidance.

Comprehensive services for our local government clients

Your team is ready to help you find solutions to overcome the obstacles that stand between you and your goals. We provide a full range of service offerings for state and local governments, including those listed below.

OUR FULL RANGE OF KEY SERVICE OFFERINGS FOR STATE AND LOCAL GOVERNMENTS INCLUDES:

Accounting services and assurance	Housing and economic development
Arbitrage/rebate regulatory compliance	Human capital services
Attestation services	Investment services**
Capital planning	Organizational management advisory
Cybersecurity consulting	Post-issuance compliance
Economic development	Public finance/bond issuance*
Efficiency studies	Process improvement
Federal funding advisory	Rate and user fee studies
Financial management services	Risk advisory and internal audit
Financial reporting and GAAP services	Strategic planning
Public finance/bond issuance*	

*Services provided by Baker Tilly Municipal Advisors, LLC, a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm.

** Services provided by Baker Tilly Investment Services, a division of Baker Tilly Wealth Management, which is a registered investment advisor and subsidiary of Baker Tilly US, LLP.

Inflation Reduction Act (IRA) opportunities

How we can help you navigate the process

With most of the IRA tax credits and financial incentives valid through 2032, this new law anchors long-term U.S. energy policy for many years to come. The IRA is very complicated and, to date, has offered limited guidance. Our energy, tax and industry specialists can help you understand the complexities and how to effectively provide unbiased insight for utility organizations into the IRA's opportunities for grants, tax incentives and loan funding. Specifically, your Baker Tilly team members:

Help clients understand the credits and potential steps to secure them

Develop strategies to leverage IRA opportunities

Manage development projects to maximize available credits

Achieve compliance with requirements

Advise on how IRA credits align with other funding aspects

Proactively sharing ideas that benefit the City, starting now

Using our deep industry and technical experience — paired with our knowledge of your business and what is important to you — our team members will provide “right-sized” ideas and solutions. This begins in the proposal process.

The IRA includes more than 70 investment, production and excise credits designed to facilitate the transition to cleaner energy production, promote advanced manufacturing, encourage the adoption of clean vehicles (CVs) and reduce greenhouse gas emissions through the use of alternative fuels and energy efficient technologies. Additionally, significant enhancements have been made to the U.S. Department of Agriculture (USDA) and Department of Energy (DOE) loan programs.

POTENTIAL INSIGHTS AND SOLUTIONS FOR THE CITY	
IRA strategy	We will provide finance and technical expertise to help you understand the full set of energy credits and incentives that may be available under the IRA, as well as the compliance steps and documentation required to secure them.
Project finance and tax credit advisory services	<p>Project finance and tax credit advisory services require technical expertise that can only be acquired through targeted education, industry experience and relevant credentials. Our services will help you to:</p> <ul style="list-style-type: none"> • Determine energy project eligibility for IRA energy tax credits • Preserve and maximize IRA energy tax credit opportunities • Enhance tax credits through cost segregation, energy community bonus credit evaluation, domestic content bonus credit evaluation, and prevailing wage and apprenticeship (PW&A) compliance • Report and file for IRA credits via the direct pay provision for non-taxpayers
Project development support	Project management is often the hardest part of any compliance management project. We can help you plan and execute key milestones in ways that can maximize available tax credit financing through federal programs.
IRA tax credit compliance support	You'll receive education on how to comply with the key requirements of IRA tax credits, including PW&A requirements, domestic content bonus credit requirements, and ongoing operational and accounting requirements to avoid tax credit recapture.
Tax credit filing and monetization	We can support you on work paper generation and the tax filings required to substantiate and receive IRA tax credits. This includes advising the City on taking advantage of Internal Revenue Code 6417 provisions for direct pay of certain energy tax credits.
Prevailing wage and apprenticeship (PW&A) advisory and compliance	<p>We can help you comply with PW&A by providing the necessary tools, processes and resources to establish, monitor and document compliance. The complex PW&A requirements require separate work streams for construction period compliance, as well as compliance for ongoing operations, which are both central to maximizing the IRC section 45Z clean fuel production tax credit and IRC section 48 energy tax credit.</p> <p>When compliant with PW&A, the tax credit will increase by five times the percentage.</p>

Community resiliency and sustainability

Many communities are focusing on building resiliency and sustainability in critical governmental functions and management. The challenge for governments is responding to these issues while maintaining fiscal and operational health. Baker Tilly and our subsidiary, Baker Tilly Municipal Advisors, LLC (BTMA), offer a core group of specialists that can help you build resiliency and sustainability into multiple facets of your organization, while also addressing the resulting costs and benefits.

Baker Tilly and BTMA are positioned to provide many services to the City, including:

HOW WE CAN HELP THE CITY OF TUSCON PLAN FOR RESILIENCY AND SUSTAINABILITY	
Sustainability and resiliency for finance	<ul style="list-style-type: none"> • Sustainability/resiliency disclosure report or enhanced disclosure • Determination of alignment with a green, social or sustainable bond and evaluation of issuer options
Planning, initiatives and policies to support sustainability and resiliency opportunities	<ul style="list-style-type: none"> • Climate action plans • Cybersecurity • Disaster mitigation planning • Economic development equitable distribution of incentives • Financial management • Financial transparency • Greenhouse gas tracking and net-zero strategy • Homelessness strategies • Open space planning • Pay equity • Redevelopment public-private partnership (P3) projects • Risk mitigation • Succession planning • Supplier diversity initiatives

For additional insights on how the City can plan for and implement changes for community resiliency and sustainability, please visit our [Community and Resiliency Resource Center](#). We share ideas, tools and client success stories that may be valuable to the City.

Appendix D: Resumes

PARTNER



Michael E. Malatt, CPA

Michael Malatt, partner with Baker Tilly, has been in the accounting industry since 2007.



Baker Tilly US, LLP

1301 W 22nd St
Suite 400
Oak Brook, IL 60523
United States

T: +1 (630) 645 6226
michael.malatt@bakertilly.com

bakertilly.com

Education

Master of Science in accountancy
Bachelor of Business
Administration in accountancy
University of Notre Dame

Michael is a partner in the public sector practice group, specializing in accounting and audit services for state and local governmental entities, including municipalities, counties and school districts.

Specific experience

- Partner-in-charge of financial and compliance related audit engagements for state and local governmental agencies, including single audits in accordance with OMB Uniform Guidance Guidelines
- Reviews and provides guidance for Annual Comprehensive Financial Report, which have been awarded Certificates of Excellence in Financial Reporting from the Government Finance Officers Association and Association of School Business Officials
- Provides strategic planning and implementation services for government units implementing Governmental Accounting Standards Board (GASB) pronouncements
- Leads operations reviews designed to improve the efficiency and effectiveness of business and finance operations
- Performs internal control reviews of municipalities and school districts, providing recommendations on policies and procedures to strengthen internal controls
- Provides Tax Increment Financing compliance audits
- Presents annual audit and financial results to governing bodies
- Licensed CPA in Illinois

Industry involvement

- American Institute of Certified Public Accountants
- Illinois Governmental Finance Officers Association – Professional Education Committee
- Government Finance Officers Association – Special Review Committee
- Illinois CPA Society
- Recipient of 2009 Illinois CPA Society Excel Award
- Regularly speaks at industry conferences

PARTNER

Michael E. Malatt, CPA

Page 2

Continuing professional education

- Yellow Book Update Webinar
- Compliance Can be Exhilarating
- Illinois Public Sector Training
- Assurance Service Line Monitoring Updates
- Independence Common and Current Items
- Ethics for CPAs
- Compliance Supplement and Single Audit Update
- County CFO Roundtable
- Public Sector GASB Technical Update
- Public Sector Industry Developments
- Public Sector Global Focus Methodology Training

MANAGING DIRECTOR

Joseph M. Lightcap, CPA

Joe Lightcap is a managing director with Baker Tilly and has been with the firm since 2000.



Baker Tilly US, LLP

1301 W 22nd St
Suite 400
Oak Brook, IL 60523
United States

T: +1 (630) 645 6215
joe.lightcap@bakertilly.com

bakertilly.com

Education

Bachelor of Science in
accountancy
University of Illinois Urbana-
Champaign

Joe is a member of the public sector practice group and specializes in providing accounting and auditing services to local governmental entities including school districts, villages and counties.

Specific experience

- Supervises the work performed by multiple associates during accounting and auditing engagements
- Reviews and provides guidance for Annual Comprehensive Financial Report
- Provides strategic planning and implementation services for government units implementing Governmental Accounting Standards Board (GASB) pronouncements
- Analyzes clients' control systems to assist in implementing cost-effective controls
- Assists clients in developing account structures in order to comply with state reporting requirements
- Identifies client opportunities for efficiencies and cost savings
- Develops, "best practices" for municipalities and school districts
- Analyzes policies, procedures and controls
- Conducts risks assessment standards

Industry involvement

- American Institute of Certified Public Accountants (AICPA)
- Illinois Government Finance Officers Association (IGFOA)
- Government Finance Officers Association (GFOA)
- Illinois CPA Society (ICPAS)
- Illinois Association of School Business Officials (IASBO)

Awards and recognition

- Certificate of Excellence in Financial Reporting, Government Finance Officers Association (GOFA), School of Business Officials International (ASBOINTL)
- Certificate of Conformance, Government Finance Officers Association (GFOA)

MANAGING DIRECTOR

Joseph M. Lightcap, CPA

Page 2

Continuing education

- “The GASB’s Pension Standards Part II: Considerations for Agent Plans and Participating Employers”, AICPA
- “IT Risk Assessment Standards (RAS) training for auditors”, Baker Tilly
- “Illinois Public Sector/NFP busy season CPE”, Baker Tilly
- “Independence: Historical Insights and Today’s Rules”, Becker Professional Education
- “Blue Book Training”, GFOA
- “IMRF GASB Statement 68 Guidance for Employers”, IGFOA
- Single audit, municipal, public sector, accounting and auditing updates, Baker Tilly
- Annual governmental GAAP update, GFOA

MANAGER

Taryn M. Gille, CPA

Taryn is a manager with Baker Tilly's public sector practice.



Baker Tilly US, LLP

1301 W 22nd St
Suite 400
Oak Brook, IL 60523
United States

T: +1 (630) 645 6247
taryn.gille@bakertilly.com

bakertilly.com

Education

Bachelor of Science in accounting
Master of Science in accounting
Bradley University (Peoria, Illinois)

Taryn joined the firm in 2017. She specializes in serving state and local governmental entities, including counties, municipalities, and school districts.

Specific experience

- Manages and performs financial and compliance-related audit engagements for counties, municipalities and school districts
 - Supervises work performed by multiple associates during auditing engagements
 - Performs single audit testing for counties, municipalities, and school districts including school districts and municipalities
 - Performs internal control testing following risk assessment procedures
 - Compiles workpapers necessary to execute audits
- Licensed CPA in Illinois

Industry involvement

- American Institute of Certified Public Accountants
- Illinois Governmental Finance Officers Association
- Illinois CPA Society
- Illinois Association of School Business Officials

Continuing professional education

- Accounting and auditing updates training (Baker Tilly)
- Public sector single audit training (Baker Tilly)
- Valued business advisor training (Baker Tilly)

SENIOR ASSOCIATE

Cynthia Park

Cynthia Park, senior associate with Baker Tilly, has been with the firm since 2011.



Baker Tilly US, LLP

1301 W 22nd St
Suite 400
Oak Brook, IL 60523
United States

T: +1 (630) 645 6235
cynthia.park@bakertilly.com

bakertilly.com

Education

Bachelor of Science in
accountancy, cum laude
Bachelor of Science in economics,
cum laude
Marquette University
(Milwaukee, Wisconsin)

Cynthia is a member of the Illinois public sector group, specializing in audit services for governmental clients including counties, municipalities and school districts.

Specific experience

- Provides audit services for municipalities, school districts and other governmental entities
- Performs internal control testing following risk assessment standards
- Performs single audits of federal awards in accordance with OMB Uniform Guidance
- Performs internal control testing following risk assessment standards
- Compiles work papers necessary to execute audits
- Experience with complex bank reconciliation issues
- Coordinates and leads firmwide single audit training
- Coordinates and leads firmwide public sector training
- Local coordinator for the firm's Diversity, Inclusion, Belonging and Societal Impact strategy
- Member of the Baker Tilly Public Sector Single Audit Mini-Cabinet
- Member of the Baker Tilly Single Audit Optimization Committee

Industry involvement

- Illinois Governmental Finance Officers Association (IGFOA)

Continuing professional education

- Single Audits Under the Uniform Guidance for Federal Awards
- Uniform Audit Requirements for Federal Awards
- GASB 67 and 68 Training
- Independence: Historical Insights and Today's Rules
- Public Sector Accounting and Auditing Training
- Uniform Audit Requirements for Federal Awards
- Illinois IGFOA conference

PARTNER



Jason K. Coyle, CPA

Jason Coyle, partner with Baker Tilly, has been in the accounting industry since 1997.



Baker Tilly US, LLP

1301 W 22nd St
Suite 400
Oak Brook, IL 60523
United States

T: +1 (630) 645 6205
jason.coyle@bakertilly.com

bakertilly.com

Education

Bachelor of Science in
accountancy
University of Illinois

Jason is the team leader of the public sector practice in Illinois. He specializes in providing financial and compliance audits, as well as accounting services. Jason has extensive experience with municipalities, counties, special districts, school districts and not-for-profit organizations.

Specific experience

- Partner-in-charge of financial and compliance related audit engagements for local governmental entities
- Routinely assists local governments with the implementation of new accounting standards issued by the Governmental Accounting Standards Board
- Reviews and provides guidance for Annual Comprehensive Financial Reports, which have been awarded a "Certificate of Achievement for Excellence" in Financial Reporting
- Performs internal control reviews of municipalities and school districts, providing recommendations on policies and procedures to strengthen internal controls
- Provides Tax Incremental Financing compliance audits
- Partner-in-charge of single audits in accordance with OMB Uniform Guidance Guidelines
- Presents annual audit and financial results to various client boards
- Leads operations reviews designed to improve the efficiency and effectiveness of business and finance operations
- Member of the Special Review Committee of the GFOA which reviews financial statements submitted to the Annual Comprehensive Financial Report program
- Licensed CPA in Illinois

Industry involvement

- American Institute of Certified Public Accountants (AICPA)
- Government Finance Officers Association (GFOA) - Special review executive committee
- Illinois Governmental Finance Officers Association (IGFOA) - Technical accounting review committee
- Illinois CPA Society (ICPAS) - Governmental Executive Committee, chair
- Illinois Association of School Business Officials (IASBO)
- Speaks at industry conferences

PARTNER

Jason K. Coyle, CPA

Page 2

Continuing professional education

- Government Accounting and Auditing Updates
- Baker Tilly Municipal Audit Training Sessions
- Government Finance Officers Association sponsored seminars
- Single Audit Training Sessions
- Frequent Frauds Found in Governments
- GFOA and Illinois GFOA conferences
- “Independence: Historical Insights and Today’s Rules” (Becker Professional Education)

SENIOR MANAGER

Gary D. Bausch, CPA

Gary Bausch is a senior manager in the not-for-profit/public sector practice group of Baker Tilly US, LLP.



Baker Tilly US, LLP

1301 W 22nd St
Suite 400
Oak Brook, IL 60523
United States

T: +1 (630) 645 6245
gary.bausch@bakertilly.com

bakertilly.com

Education

Bachelor of Business
Administration in accounting
University of Wisconsin-
Whitewater

Gary has served in the public accounting industry since 1995. He specializes in accounting and auditing for private educational institutions and not-for-profit clients. Gary has extensive experience in performing and overseeing audit, review and compilation engagements, including single audit engagements.

Specific experience

- Leads financial and compliance related audit engagements for not-for-profit organizations including private colleges and universities, professional membership organizations, public charities, and arts and entertainment organizations
- Oversees and reviews single audits of federal awards
- Assists not-for-profit clients with accounting questions and implementation of new accounting standards
- Provides internal control recommendations on accounting policies and procedures to strengthen internal controls
- Works with clients to help adopt industry best practices
- Assists clients with financial statement preparation
- Presents annual audit and financial results to client boards and audit committees
- Licensed CPA in Illinois

Industry involvement

- American Institute of Certified Public Accountants (AICPA)
- Illinois CPA Society
- ICPAS Not-for-Profit Organizations Committee



CONSENT AGENDA ITEM NO. 7.N.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve (1) An Agreement with HomeServe USA Corp. for Water Line and Sewer Lateral Protection for the Customers of the City of Bloomington; (2) Insurance Renewal Application for the Servline Leak Protection Program; and (3) An Ordinance Amending the City of Bloomington Water Leak Adjustment Policy, as requested by the Water Department and the Finance Department.

RECOMMENDED MOTION: The proposed Agreement, Renewal Application, and Ordinance 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: On December 10, 2018, the City approved an agreement with Sunbelt Insurance Group for the implementation of a Water Leak Adjustment Policy. With the agreement, the program included water and sewer leak protection, water line protection, and sewer lateral protection. With each of these options, the City collected the premiums, tracked the number of customers, and provided other background information directly to ServLine. The City would then remit the payments, minus the administrative charges, and send the number of customers to Sunbelt Insurance Group each month. With the new program that is being proposed, the former Water Leak Adjustment Policy will be known as the Water Leak Protection Program, and the leak adjustment coverage will be offered separate from the line repair program. The line repair services will be handled by Utility Service Partners Private Label, d/b/a Service Line Warranties of America, and the Leak Adjustment Coverage will be offered through HomeServe USA.

If approved, the City will enter into a Marketing Agreement with Service Line Warranties of America ("SLWA"), which provides a program that will be offered, off-bill, directly to the customer. This marketing agreement would allow SLWA to use the City of Bloomington logo to enroll water customers in the water line and sewer lateral protection program and to send out approved marketing materials periodically. The new program provides a more premium service for the line repairs and will allow us to lower the residential leak rate - while providing a higher coverage amount. The SLWA program provides customers a one-stop shop for repair or replacement of their water or sewer lines. With the new program, the enrolled customer simply calls HomeServe to report the issue. The HomeServe team then schedules, dispatches, and pays the vetted network of plumbers to make the qualifying repairs. The Water Leak Protection Program, formerly Water Leak Adjustment Policy, will function as before, and approval of the renewal application will provide the City the opportunity to continue offering the same services as before to our water customers, but

with increased coverage limits and notable cost-savings passed on to our customers.

Below is the breakdown cost to the customer and the coverage limits.

Renewal for Leak Protection Program effective 05/31/2024:

- Leak Limit: \$2,500 (increased from \$500)
- Leak Rate: \$.85 (decreased from \$1.05) (includes 10% administration fee)
- Leak Occurrence: 1 leak adjustment per 12 months over 2 billing cycles
- Qualifier: 2x's the average bill

Please note: If approved, residents currently enrolled in Leak Protection will be automatically enrolled in this new program unless they opt out. More information will be provided prior to the renewal date for those residents wishing to enroll.

New off-billing Service Contract Program for Line Repair / Replacement effective 05/31/2024:

- Repair limit: \$8,500.00 per occurrence. No limit of the number of occurrences.
- Network of vetted plumbers scheduled by HomeServe.
- Directly Billed and contracted with the customer.
- Customer's payment to the plumber included in their monthly rate.
- Covers thawing of water lines
- ***Does not provide coverage for "wild cat" lines. The sewer line repair service contract does not cover the shared line. It will provide coverage for the customers' non-shared portion of the sewer line.***
- External Water Service Line Plan: \$5.25 per month
- External Sewer Service Line Plan: \$7.25 per month

Please note: If approved, residents currently enrolled in Line Repair / Replacement coverage will receive information on how to enroll directly with the insurance carrier.

Ordinance 2018-110, adopted by Council on December 10, 2018, enacted a formal Water Leak Adjustment Policy. If approved, this Item also adopts amendments to said Ordinance that reflect the above-described changes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: As insurance fees are covered by residential water and sewer customers, this program is intended to be cost-neutral for the City; given the 10 percent administration fee added to cover the City's cost to administer the program. Fees charged to customers are initially recorded as part of Water Metered Sales revenues account (50100110-54101). Therefore, payments to the insurance provider are posted against that account, with the 10% administrative fee moved to the Billing Leak Protection Fees account (10011530-54116). Stakeholders can locate information on Water Metered Sales in the FY2025 Proposed Budget Book 2 titled "Other Funds & Capital Improvement" on page 90.

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: Brett Lueschen, Assistant Water Director

ATTACHMENTS:

[WTR 5B Agreement](#)

[WTR 5C Renewal Application](#)

[WTR 5D Ordinance](#)

[WTR 5E ServLine by HomeServe Proposal](#)

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of Bloomington, Illinois (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective on the last signature date set forth below (“**Effective Date**”).

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City's branding (“**Marks**”), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. **Property Owner Data.** If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

5. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

6. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the

applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

7. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Scott Rathbun
City of Bloomington
115 E. Washington St., Ste 310
Bloomington, IL 61701
Email: byehl@cityblm.org
Phone: (309) 434-2306

To: Company:
ATTN: Chief Growth Officer
Utility Service Partners Private Label, Inc.
601 Merritt 7, 6th Floor
Norwalk, CT 06851
Phone: (866) 974-4801

8. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

9. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

10. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

11. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Illinois, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

12. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

CITY OF BLOOMINGTON

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

DocuSigned by:
Michael Backus
0F9AA4D707BA476...

Name: Michael Backus

Title: Chief Growth Officer

Date: 4/1/2024 | 11:06 AM EDT

Exhibit A
NLC Service Line Warranty Program
City of Bloomington
Term Sheet
March 28, 2024

- I. Initial Term. Three Years.
- II. License Conditions. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products.
 - A. External water service line plan (initially, \$5.25 per month)
 - B. External sewer/septic line plan (initially, \$7.25 per month)Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage.
 - A. External water service line plan:
 - i. Covers Property Owner responsibility: From the meter to the external wall of the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable.
 - B. External sewer/septic line plan:
 - i. Covers Property Owner responsibility: From the external wall of the home to the city tap.
 - ii. Covers septic lines if applicable.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed.

CONTACT INFORMATION

AGENCY CUSTOMER ID: 00021553

CONTACT TYPE:		CONTACT TYPE:	
CONTACT NAME:		CONTACT NAME:	
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
PRIMARY E-MAIL ADDRESS:		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE: COUNTY: ZIP:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
DESCRIPTION OF OPERATIONS:					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

<input type="checkbox"/> APARTMENTS	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> MANUFACTURING	<input type="checkbox"/> RESTAURANT	<input type="checkbox"/> SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
<input type="checkbox"/> CONDOMINIUMS	<input type="checkbox"/> INSTITUTIONAL	<input type="checkbox"/> OFFICE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> WHOLESALE	
DESCRIPTION OF PRIMARY OPERATIONS					
RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:		INSTALLATION, SERVICE OR REPAIR WORK %		OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %	
DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED					

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
							LOCATION:	BUILDING:
							VEHICLE:	BOAT:
							AIRPORT:	AIRCRAFT:
							ITEM CLASS:	ITEM:
REASON FOR INTEREST:						REFERENCE / LOAN #:	INTEREST END DATE:	ITEM DESCRIPTION
						LIEN AMOUNT:	PHONE (A/C, No, Ext):	FAX (A/C, No):
						E-MAIL ADDRESS:		

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				
<input type="text" value="PARENT COMPANY NAME"/>	<input type="text" value="RELATIONSHIP DESCRIPTION"/>	<input type="text" value="% OWNED"/>		
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				
<input type="text" value="SUBSIDIARY COMPANY NAME"/>	<input type="text" value="RELATIONSHIP DESCRIPTION"/>	<input type="text" value="% OWNED"/>		
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				
<input type="checkbox"/> SAFETY MANUAL	<input type="checkbox"/> SAFETY POSITION	<input type="checkbox"/> MONTHLY MEETINGS	<input type="checkbox"/> OSHA	<input type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				
<input type="text" value="LINE OF BUSINESS"/>	<input type="text" value="POLICY NUMBER"/>	<input type="text" value="LINE OF BUSINESS"/>	<input type="text" value="POLICY NUMBER"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				
<input type="checkbox"/> NON-PAYMENT	<input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER	<input type="checkbox"/>		
<input type="checkbox"/> NON-RENEWAL	<input type="checkbox"/> UNDERWRITING	<input type="checkbox"/> CONDITION CORRECTED (Describe):		
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				
<input type="text" value="OCCUR DATE"/>	<input type="text" value="EXPLANATION"/>	<input type="text" value="RESOLUTION"/>	<input type="text" value="RESOLVE DATE"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				
<input type="text" value="OCCUR DATE"/>	<input type="text" value="EXPLANATION"/>	<input type="text" value="RESOLUTION"/>	<input type="text" value="RESOLVE DATE"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				
<input type="text" value="OCCUR DATE"/>	<input type="text" value="EXPLANATION"/>	<input type="text" value="RESOLUTION"/>	<input type="text" value="RESOLVE DATE"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: 00021553

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS						TOTAL LOSSES: \$	
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y/N	CLAIM OPEN Y/N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.


Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Arnold M. Slater Jr.	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



ADDITIONAL REMARKS SCHEDULE

AGENCY HomeServe USA		NAMED INSURED City of Bloomington	
POLICY NUMBER U29U32SV0603-LEAK			
CARRIER Assurant/Virginia Surety	NAIC CODE	EFFECTIVE DATE: 03/31/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 125 **FORM TITLE:** Commercial Application

Policy

CLP - Leak
Water/Sewer Combined Loss Protection Residential: Rate Per Customer Per Month: \$0.65

Protection Limit: \$500
Qualifier: 2x average bill
Occurrences: 1 adjustment per 12 months over 2 billing cycles

- Adjustments on water bills will NOT be made for the following:
- Residential customers who do not have a water meter and/or who are not the responsible party for the utility bill.
 - Commercial or Industrial Customers.
 - Premises left or abandoned without reasonable care for the plumbing system. For example, unattended home that have not had meter turned off and water drained from plumbing system, or homes that have been left for any period of time without heat.
 - Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc.
 - Negligent acts such as leaving water running. For example, Leaving the outside water faucet on, interior faucets left running, and/or any other water left on in the home without a faulty plumbing issue. There must be an actual break and repair for leak reimbursement.
 - Filling of swimming pools or leaks in swimming pools.
 - Watering of lawns and gardens.

<p>Agency HomeServe USA 601 Merritt 7 6th Floor Norwalk CT <input type="text" value="06851"/> Phone (423)435-7702 FAX Code Subcode Email servline.emails@homeserveusa.com</p>	<p>Applicant City of Bloomington 603 W. Division Street Bloomington IL 61701 Res. Phone Bus. Phone (309)434-2426 FAX Agency Customer ID 00021553</p>
--	--

Policy Information


Policy # U29U32SV0603-LEAK	Company Assurant/Virginia Surety	NAIC Code
Effective Date 3/31/2024	Plan Underwriter	<input type="text" value="Bill Method"/>
Expiration Date 3/31/2025	Pay Plan	<input type="text" value="Agency X Direct"/>
Transaction Renew policy		
Transaction Effective <input type="text" value="3/31/2024"/>		

Coverages	Limit 1	Limit 2	Limit 3	Deductibles			Premium
Residential Water & Sewer Combined	500	NA	NA				.65

Remarks
 Premium rate is per customer per month.

Additional Interests

Name NA Contact Address Phone FAX <input type="checkbox"/> Payor <input type="checkbox"/> Certification Required Interest	Name NA Contact Address Phone FAX <input type="checkbox"/> Payor <input type="checkbox"/> Certification Required Interest
---	---

<p>Applicant's Signature <input type="text"/></p> <p style="text-align: right;">Date <input type="text"/></p>	<p>Producer's Signature </p> <p style="text-align: right;">Date 3/14/24</p>
---	--

ORDINANCE NO. 2024 - _____

AN ORDINANCE AMENDING THE CITY OF BLOOMINGTON
WATER LEAK ADJUSTMENT POLICY

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

WHEREAS, the City currently has in place in its City Code provisions for the policy of water billing adjustments which is contained in the "City of Bloomington Water Leak Adjustment Policy"; and

WHEREAS, since 2021, the City has partnered with HomeServe USA and/or ServLine, its affiliates, subsidiaries, and/or assignees, hereinafter referred to as "Servline," to provide the City's residential water customers with water leak adjustment insurance coverage for one (1) adjustment of up to \$500 each year; and

WHEREAS, effective May 31, 2024, said water leak adjustment insurance coverage will be increased to \$2,500 each year; and

WHEREAS, effective May 31, 2024, ServLine will no longer offer line protection on its insurance policy; and

WHEREAS, the City desires to continue offering such line protection to its water customers; and

WHEREAS, a similar line protection program is available to customers off-bill through Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America; and

WHEREAS, the City Council desires to update the "City of Bloomington Water Leak Adjustment Policy" to accurately reflect the changes to the line protection program.

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

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

Section 2. That the "City of Bloomington Water Leak Adjustment Policy" shall be amended as set forth on Exhibit A.

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 8th day of April 2024.

APPROVED this _____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

City of Bloomington Water Leak Protection Program Policy

In accordance with Bloomington City Code Article V, Section 37, any and all requests for adjustments to City services utility bills shall be in accordance with the procedures and subject to the limitations contained within this Water Leak Adjustment Policy.

Section 1. Customer's Responsibility

The City's ownership and maintenance obligations, as outlined by City Code, for the water distribution system includes the public water mains. The customer's ownership and maintenance obligations, as outlined by City Code, includes the customer's tap at the water main and the water service line extending to the structure, as well as the premise plumbing and fixtures. Though City Code outlines the above delineation of ownership and maintenance obligations, the City, through practice, has maintained residential service lines from the public water main to and including the curb stop. Based on this practice, the residential customer is responsible for the water service line from the curb stop to the structure, as well as the premise plumbing and fixtures. It is the customer's responsibility to keep his or her water lines and plumbing system in good working order. That said, water leaks do occur from time to time resulting in unexpectedly high City services utility bills.

Section 2. Water Leak Adjustment Protection

The City of Bloomington has partnered with HomeServe USA and/or ServLine, its affiliates, subsidiaries, and/or assignees, hereinafter referred to as "Servline," to provide the City's residential water customers with water leak adjustment insurance coverage for one (1) adjustment of up to ~~\$500~~ \$2,500 each year. This coverage provides payment of unexpectedly high City services utility bills due to qualifying leaks. See item H below for services impacted by this protection. The following conditions, provisions, and limitations apply:

(A) Qualifying Leaks - Any leak, other than those non-qualifying leaks listed below, that generates a minimum additional charge resulting in a City services utility bill that is twice the average water bill of that customer calculated over a twelve (12) month period, up to a maximum adjustment of ~~five hundred (500)~~ twenty five hundred (2,500) dollars during any twelve (12) month period. For water customers who have been on the City's water system for less than twelve (12) months, a water leak adjustment will not be made until at least three (3) months of average usage has been established.

(B) Non-Qualifying Leaks or Usage - The following leaks or use of water do not qualify for a water leak adjustment under this policy:

1. Commercial or Industrial customers;

2. Residential customers who do not have a water meter and/or who are not the responsible party for the City services utility bill;
3. Leaks associated with structures that have been left or abandoned without reasonable care for the plumbing system (i.e. unattended homes that have not had the meter turned off and water drained from plumbing system or homes that have been left for any period of time without heat);
4. Leaks on irrigation systems or irrigation lines;
5. Filling of water features, such as fountains or fish ponds, or leaks associated with water features;
6. Filling of, leaks associated with, and/or general water usage associated with outdoor recreational activities such as, but not limited to, hot tubs, pools, slip-n-slides, and sprinklers;
7. Negligent or intentional acts such as leaving water running (i.e. leaving the outside water faucet on, interior faucets left running, and/ or any other water left on in the home without a faulty plumbing issue), meaning there must be an actual break and repair for leak reimbursement;
8. Leaks in any structure other than the primary residential structure, such as, but not limited to, detached garages or storage buildings;
9. Filling swimming pools or leaks in swimming pools;
10. Watering of lawns or gardens; and
11. Washing or pressure-washing driveways, cars, windows or siding of any structure; and
12. Master-metered multi-habitational accounts.

(C) Submission of Claims -

1. Claims must be submitted to Servline within ninety (90) days from the billing date.
2. Claims must be accompanied by proof that the leak has been repaired before an adjustment will be made (i.e. copy of invoice for materials, bill from plumber, receipt for repair parts utilized by the homeowner for repair, meter consumption information (when available)).
3. Call Servline to initiate a claim.

(D) Limitations - A leak adjustment can encompass no more than two (2) billing cycles. No customer shall receive more than one (1) leak adjustment during any twelve (12) month period. Water leak adjustment coverage assists with the payment of high City services utility bills due to qualifying water leaks but does not provide any reimbursement for the repair or replacement of water lines or plumbing fixtures.

(E) Monthly Fees - Monthly fees shall be established by the City for residential customers. Monthly fees will be established by adding a ten (10) percent City administration fee

to the Servline established monthly fees. Customers are obligated to pay the monthly fee for the water leak adjustment policy unless the customer has properly declined protection as provided herein.

- (F) Enrollment - Residential customers are automatically enrolled when a new account is established. There is a thirty (30) day waiting period for water leak adjustment coverage to take effect after the new account is established. Water leak adjustment coverage fees will be included on the monthly City utility services bill.
- (G) Customer Option to Decline Program - Water customers are entitled to decline the water leak adjustment protection set out in this policy by calling Servline. Customers that have opted out of this program will not be entitled to any adjustment to their City services utility bills and the water customer will remain fully responsible for any and all amounts due. Customers may re-enroll in the water leak adjustment program after they have opted out of the program. There is a thirty (30) day waiting period for water leak adjustment coverage to take effect after the customer is re-enrolled in the program.
- (H) Services Impacted - Leak adjustments approved are applicable to water, utility tax, sewer, and Bloomington-Normal Water Reclamation District (BNWRD) charges.

Section 3. Water Line and Sewer Lateral Protection

Optional coverage for water line and/ or sewer lateral break coverage is available for residential water customers through Servline Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America. These off-bill options are voluntary and, if added, can provide up to ~~ten thousand (10,000)~~ eight thousand five hundred (8,500) dollars in coverage for repair and/ or replacement of broken water lines and/or sewer laterals. For more information on these protection options or to add these coverages please contact Servline Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

Section 4. How to Contact Servline or Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America

All questions or comments concerning this water leak adjustment policy or water line and sewer lateral protection should be directed to Servline or Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

Section 5. Effective Date - This policy shall be effective beginning June 1, 2024.



PROPOSAL

SERVLINE UTILITIES PROTECTION

We pay for high water bills caused by customer leaks

HOMESERVE USA
7134 Lee Highway, Chattanooga, TN 37421
1 (866) 974-4801, info@servline.com, www.servline.com

Prepared For

CITY OF BLOOMINGTON

603 W. Division Street
Bloomington, IL 61701

Proposal Issued: October 30, 2023

Proposal Valid:
30 Days from Issue Date

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company. Insurance for the ServLine program is issued to utilities and placed through HomeServe Insurance Agency Corp., a licensed Insurance agency. ServLine is a registered trademark.

EXECUTIVE SUMMARY – UTILITY & COMMUNITY PROTECTION

CITY OF BLOOMINGTON

We understand that you are tirelessly working to improve and supply the best overall product while also often thanklessly striving to offer excellent customer service.

DESPITE ALL YOUR EFFORT – CUSTOMER LEAKS STILL CAUSE

- Financial Strain
 - Administrative *and* Customer Burden
 - Issues to Undermine Public Perception
-

MEET SERVLIN BY HOMESERVE

ServLine is a full-service customer leak solution. We pay for high water bills caused by customer leaks by insuring the Utility. More specifically, by insuring the Leak Protection Program and then administering it on your behalf.

- Financial Assistance
- Administrative Support & Customer Relief
- Public Relations Credibility



PROGRAM COMPARISON SIDE BY SIDE – LAP & LPP

COMPARISON TERMS

- LAP: Leak Adjustment Policy
- LPP: Leak Protection Program
- Frequency: Determined by the number of times an adjustment can be filed in a given time
- Qualifications: Determined by whether or not there is a limit that must be met prior to allowing for an adjustment
- Benefits are reflective of your current Leak Adjustment Policy & data
- Benefits are determined by how customer leaks are being adjusted. Unprovided benefits will not be covered

CITY OF BLOOMINGTON - CURRENT LAP

BENEFIT FREQUENCY

- 1 Occurrence/12-month
- 2 Consecutive billing cycles allowed per occurrence

BENEFIT QUALIFIER

2X Average Bill

ADDITIONAL COVERED BENEFITS

- Dripping/ Leaking Faucets
- Running Toilets/ Commodes
- Water Heaters
- Unattended Homes
- Faulty Customer Plumbing
- Third Party Connections

SERVLIN LEAK PROTECTION PROGRAM (LPP)

BENEFIT FREQUENCY

- 1 Occurrence/ 12-month
- 2 Consecutive billing cycles allowed per occurrence
Ex. 1 billing cycle (month bill), 2 billing cycles (months)

BENEFIT QUALIFIER

2X Average Bill

ADDITIONAL COVERED BENEFITS

- Dripping/ Leaking Faucets
- Running Toilets/ Commodes
- Water Heaters
- Unattended Homes
- Faulty Customer Plumbing
- Third Party Connections



PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY (LPP)

CITY OF BLOOMINGTON

PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY

City of Bloomington is changing our Leak Adjustment Policy effective DATE 1, 2023.
The following are qualifications for leak adjustments for the City of Bloomington:

1. It is the customer's responsibility to keep his plumbing system in good working order.
2. No customer shall receive more than one (1) leak adjustment that could incorporate a maximum of two (2) billing cycles during any twelve (12) month period.
3. To qualify for a leak adjustment, the eligible plumbing leak must generate a minimum additional charge of at least two (2) times the average of the past twelve (12) months' bills.
4. Adjustments on water bills will NOT be made on the following:
 - a. Residential Customers who do not have their own water meter.
 - b. Commercial or Industrial Customers.
 - c. Premises left or abandoned without reasonable care for the plumbing system.
 - d. Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc., leaks on any water lines coming off the primary water service line, plumbing leaks in any structure other than the primary residence.
 - e. Negligent acts such as leaving water running.
 - f. Excess water charges not directly resulting from a qualifying plumbing leak.
 - g. Filling of swimming pools or leaks in swimming pools.
 - h. Watering of lawns or gardens.
 - i. *Master-metered multi-habitational accounts. (OPTIONAL)*
5. In the event of a qualifying leak adjustment, the customer will be responsible for paying their average bill. The average bill will be calculated using the previous twelve (12) months' bills, excluding the high bills pertaining to the qualifying leak. The leak adjustment amount will be reimbursed up to City of Bloomington's chosen protection limit less the customer's average bill.
6. The City of Bloomington shall not be obligated to make adjustments of any bills not submitted for adjustment within ninety (90) days from the billing date.
7. Customers must present proof that a leak has been repaired before an adjustment will be made. (i.e. copy of invoice for materials or bill from plumber)
8. In any case where a customer might incur a leak before there is three (3) months of average usage, an adjustment will not be made until they have established three (3) months of average usage.
9. Any enrolled customer may decline to participate in our ServLine Leak Protection Program by calling Phone Number. Any customer declining to participate in the program will be responsible for the full amount of their water bill with no adjustments being made. Our new City of Bloomington ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after DATE 1, 2023.





LEAK PROTECTION PROGRAM

Imagine what you could do if you were paid for every customer's high water bill – and no longer had to manage their frustration over having to pay for it.



WATER & SEWER LEAK PROTECTION COMBINED

Limit of Protection	Residential Monthly Rate
\$500 (Per Occurrence)	\$ 0.65
\$1,000 (Per Occurrence)	\$ 0.74
\$2,500 (Per Occurrence)	\$ 0.77

Deductible
Reporting Conditions
Reporting & Adjustment Period

Waived
Customer Schedule
Monthly

Special Terms and Conditions

- Coverage will be designed to reflect City of Bloomington's Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$5.00 per unit
 - Limit Applies to Property Only and does not apply to units directly.
- Charges will be applied to the customers' utility bill.
- Limit of protection to be selected by the Utility.

Note: 10% Discount on rates if the above coverages are offered by electing to include in your base rate rather than on the utility bill.





SERVLINE
by HomeServe®

APPENDIX



SERVLINE
by HomeServe®



LEAK PROTECTION PROGRAM DEFINITIONS

- **Water Leak Protection**
Water Leak Protection covers excess water bills caused by a qualifying leak on the customer's side of the meter/point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.
- **Sewer Leak Protection**
Sewer Leak Protection covers excess sewer bills in the event of a qualifying leak at the customer's point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.
- **Residential**
Residential is defined as 2" meters or less with a single residential unit occupied as a residency. A qualifying unit must have a single meter to which it can be accounted for independently.
- **Commercial**
Commercial is defined as 2" meters or less with business or agricultural occupancy excluding master-metered habitational. A qualifying unit must have a single meter to which it can be accounted for independently.
Single Occupancy - Building has one business occupying space.
Multiple Occupancy - Building has more than one business occupying space.
- **Master-Metered Habitational**
Multi-Unit residential property with a master-meter measuring usage for all units.
- **Farms**
Residential Farm: Any farm that is a hobby or that does not derive additional income. There is no Agriculture meter or separate metered structures on the property and meets residential definition of the insurance company.
Commercial Farm: Any Farm that has an Agriculture meter/meter that services barns, cattle troughs, or other structures. Any Farm who derives income from the activities of the farm.
- **Rates w/ Data**
The rates furnished in this Proposal are determined by the data you have provided. It is mutually understood that the data produced, along with your explanation of how to interpret what is included in your data is done so in good faith and is complete and true to the best of your knowledge. All other factors have been determined in partnership with ServLine.
- **Leak Protection Program**
The ServLine Leak Protection Program enhances your current Leak Adjustment Policy and acts as a superseding document which will overlay your existing policy with the given enhancements. All qualifying customer leaks would adhere first to your ServLine Leak Protection Program and then would be addressed by your existing Leak Adjustment Policy. As a recommendation - Your Leak Adjustment Policy would be updated to address unqualifying leaks rather than qualifying customers who choose to decline protection.



SUMMARY FOR LEAK PROTECTION PROGRAM

BILLING

Agency Monthly Reporting

PROJECT SCOPE & PROCESS

- Approval of ServLine
- Program Implementation
- Utility Staff Training
- Announcement Materials
- Setup and Integration
- ServLine Administers Leak Protection Program
- ServLine Handles Claims, Payments and Customer Service

TERMS AND CONDITIONS

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverage and exclusions.

Average claims payment is between 10 - 20 Days.
Claims volume is due to change with seasons or other unforeseen events.
Pricing does not include taxes.

Reports & Premium due by the 15th of the month following a reporting period.
Example: Participating customers for month of January would be due no later than February 15th.
Premium payments include all participating customers and are not dependent on customer payment to the utility nor pending claims payments.

*This quote is valid for thirty (30) days from the date of this letter.
All rates are per participating customer per month.*

THANK YOU

Thank you for your interest in becoming a valuable client of ServLine. We exist to make your Utility stronger and help you achieve your goals. One of our chief goals is to serve you and to earn the privilege of being one of your favorite service providers. The ServLine team is always looking to establish long-term meaningful relationships with the opportunity to serve your Utility and your customers with integrity and excellence.

DISCLAIMER

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.



THANK YOU





CONSENT AGENDA ITEM NO. 7.O.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on A Resolution Approving an Agreement with the Public Safety Training Foundation (PSTF), and the Integrating, Communications, Assessment, and Tactics (ICAT) Training Foundation for the Use of the PSTF's and ICAT Training Foundation's Facilities, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City of Bloomington has a long-standing relationship with The Public Safety Training Foundation and the Integrating, Communications, Assessment, and Tactics (ICAT) Training Foundation for use of their training facilities in Macon County. The facilities are available to the City only for training of personnel employed by Bloomington Police and Fire Departments. The agreement is for one year of continued use of the training facilities automatically renewing thereafter for successive 12-month periods.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: No financial impact. The facility is being provided free of charge.

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: Amber Bishler, Office Manager

ATTACHMENTS:

[PD 1B Resolution](#)

[PD 1C Agreement](#)

RESOLUTION NO. 2024 -

A RESOLUTION APPROVING AN AGREEMENT WITH THE PUBLIC SAFETY TRAINING FOUNDATION (PSTF), AND THE INTEGRATING, COMMUNICATIONS, ASSESSMENT, AND TACTICS (ICAT) TRAINING FOUNDATION FOR THE USE OF THE PSTF'S AND ICAT TRAINING FOUNDATION'S FACILITIES

WHEREAS, the Public Safety Training Foundation (the "PSTF") and the ICAT Training Foundation (the "ICAT") own various training facilities in Macon County ("Facilities"); and

WHEREAS, The PSTF and ICAT desire to allow the Bloomington Police Department ("BPD") and Bloomington Fire Department ("BFD") to utilize the Facilities for training purposes; and

WHEREAS, there are inherent risks to property and persons associated with training which require the City to fully indemnify PSTF and ICAT; and

WHEREAS, the City Council finds it to be in the best interest of the City to approve a contract with PSTF and ICAT for use of their Facilities.

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 by this reference as is specifically stated in full, a contract with PSTF and ICAT for use of their Facilities is approved, and the City Manager is authorized to enter into a contract and execute any related documents with PSTF and ICAT upon legal review and approval of the contractual documents.

PASSED this 8th day of April 2024.

APPROVED this _____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Yocum-Smith, City Clerk

**AGREEMENT BETWEEN THE PUBLIC SAFETY TRAINING FOUNDATION,
ICAT TRAINING FOUNDATION,
AND THE CITY OF BLOOMINGTON, ILLINOIS
FOR USE OF THE PUBLIC SAFETY TRAINING FOUNDATION’S AND ICAT
TRAINING FOUNDATION’S FACILITIES**

This Agreement (“**Agreement**”) is made by THE PUBLIC SAFETY TRAINING FOUNDATION, a not-for-profit corporation (the “**PSTF**”), THE ICAT TRAINING FOUNDATION, a not-for-profit corporation (the “**ICAT**”), and the CITY OF BLOOMINGTON, a body politic and corporate under the laws of the State of Illinois, (“**City**”), with reference to the following facts, and subject to the following terms and conditions:

RECITALS

- A. The PSTF and ICAT own various training facilities in Macon County (the “**Facilities**”).
- B. The PSTF and ICAT now desires to allow the Bloomington Police Department (“**BPD**”) and Bloomington Fire Department (“**BFD**”) to use the Facilities, subject at all times to the terms and conditions of this Agreement.

ARTICLE ONE- GENERAL TERMS

- A. In consideration for the City’s covenants hereinafter expressed and made, the PSTF and ICAT grant to the BPD and BFD non-exclusive access to and use of the Facilities on days exclusively determined by the PSTF and ICAT.
- B. The City agrees that the PSTF and ICAT shall maintain control of the Facilities and further agrees to abide by the PSTF and ICAT operational rules for the Facilities, which rules and subsequent amendments shall be provided by PSTF and ICAT personnel to the BPD and BFD personnel in charge.

ARTICLE TWO- PARTICULAR TERMS AND CONDITIONS

- A. The Facilities are available to City only for training of personnel employed by BPD and BFD.
- B. The Facilities may be scheduled by BPD and BFD personnel by contacting the PSTF Director of Training or his designee.
- C. BPD and BFD acknowledge that other parties will also be using the Facilities.
- D. BPD and BFD personnel shall use personal safety equipment at all times when training at the Facilities.

ARTICLE THREE- LIMITATIONS

The nature of this grant is a license. This Agreement is not assignable or otherwise transferable. As part of the consideration of the PSTF and ICAT entering into this Agreement, the City agrees that the Bloomington City Council shall first pass a resolution whereby the City approves the terms of this Agreement and fully indemnifies the PSTF and ICAT, as more fully set forth below, which obligations shall survive the termination or expiration of this Agreement.

ARTICLE FOUR- LIABILITY

The City agrees to assume liability for any loss, cost, claims, demands, damages and/or expense arising out of any demand, claim, suit or judgment for damages to property arising from the acts of omissions of any BPD and BFD personnel related to the City’s use of the Facilities, including tortious acts or omissions resulting in injury to or death of persons, including the agents and employees of either party herein.

Notwithstanding the indemnity obligations contained herein or assumed by this Agreement, the City has no liability, and shall not be responsible to indemnify any party for any demand, claim, suit or judgment arising out of the acts or omissions of the PSTF, ICAT, or their respective employees, agents, or contractors.

ARTICLE FIVE- TERMINATION

This initial Agreement is effective for one year or part of thereof through December 31, 2024. This Agreement shall automatically be renewed thereafter for successive twelve-month periods, unless either party gives written notice on or before December 1st of each year. This Agreement may be terminated by either party hereto at any time, by giving ten (10) days prior written notice to the other party at the address shown on the signature page.

ARTICLE SIX – NOTICES

All correspondence and notices required or contemplated by this Agreement, shall be delivered to the respective party at the address set forth below and are deemed submitted three (3) days after their deposit in the Unites States mail, postage prepaid.

CITY
City of Bloomington
Legal Department
115 E. Washington St.
Suite 403
Bloomington, IL 61701

PUBLIC SAFETY TRAINING FOUNDATION
Trisha A. Cook
Chief Operating Officer
1087 W. Rotary Way
Decatur, IL 62521

ARTICLE SEVEN- ENTIRE AGREEMENT

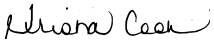
This agreement constitutes the entire agreement of the PSTF, ICAT, and the City as to the Facilities and the matters set forth herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written

PUBLIC SAFETY TRAINING FOUNDATION:

THE CITY OF BLOOMINGTON:

By: 
Name: Trisha A. Cook

By: _____
Name: _____

Title: Chief Operating Officer
Date: March 21, 2024

Title: _____
Date: _____

Public Safety Training Foundation
1087 W. Rotary Way
Decatur, IL 62521

The City of Bloomington
115 E. Washington St.
Bloomington, IL 61701

ICAT TRAINING FOUNDATION:

By: 
Name: Charlotte B. Ryan

Title: Secretary/Treasurer
Date: March 21, 2024

ICAT Training Foundation
1053 W. Rotary Way, STE A
Decatur, IL 62521



CONSENT AGENDA ITEM NO. 7.P.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Fehr Graham for Professional Engineering Services, in the Amount Not to Exceed \$449,273 for Fiscal Year (FY) 2025, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will enter into an agreement with Fehr Graham for on-call professional engineering services, which will allow staff to continue to use Fehr Graham for on-call services in Fiscal Year (FY) 2025. The agreement breaks out the specific costs associated with each of the phases in a total not to exceed the amount of \$449,273. Council approved an agreement with Fehr Graham for FY 2024 on-call services on May 22, 2023.

The Department is seeking an extension of the current engagement because the Engineering Division is facing challenges with bringing numerous projects to completion and being responsive to development within the City. The Department feels that Fehr Graham has been providing beneficial services under their current agreement and performing the assigned tasks well.

Fehr Graham will continue to provide technical, project management, and review services. Six phases of work were identified by City staff:

- Phase 1 - Subdivision and Site Development Review
- Phase 2 - Road and Bridge Project Management
- Phase 3 - DCEO Assistance and Project Management
- Phase 4 - Construction Observation
- Phase 5 - Miscellaneous On-Call Services
- Phase 6 - General Project Management and Coordination

The City issued a Request for Statement of Qualifications (RFQ) for On-Call Professional Engineering Services on February 9, 2023, and received four proposals on February 23, 2023, of which none were local firms.

A committee of City staff made up of representatives from Procurement and Public Works

reviewed, interviewed, and ranked the four professional firms who submitted interest in providing professional services to the City. The committee performed a qualification-based selection process and determined Fehr Graham to be the most qualified firm to do the work and best met the City's needs. Based on Fehr Graham's selection, they were asked to submit a proposal for scope and fees. The vendor was chosen using a qualifications-based selection process and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Statement of Qualifications was advertised in *The Pantagraph* and on *OpenGov* on February 9, 2023.

FINANCIAL IMPACT: This is a FY 2025 Budget Item. If approved, the City will extend the agreement with Fehr Graham for Professional Engineering Services, in the Amount Not to Exceed \$449,273 for FY 2025. This will be paid from the Engineering-Other Professional & Technical Services account (10016210-70220). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Budget Overview & General Fund" on page 252.

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: Bob Yehl, Assistant City Engineer

ATTACHMENTS:

[DOES 3B Resolution](#)

[DOES 3C Agreement](#)

RESOLUTION NO. 2024 - _____

A RESOLUTION APPROVING AN AGREEMENT WITH FEHR GRAHAM FOR PROFESSIONAL ENGINEERING SERVICES, IN THE AMOUNT NOT TO EXCEED \$449,273 FOR FISCAL YEAR (FY) 2025

WHEREAS, the City issued a Request for Statement of Qualifications for On-Call Professional Engineering Services on February 9, 2023, and received four (4) proposals on February 23, 2023; and

WHEREAS, after a qualification-based selection process, the City determined that Fehr Graham was the most qualified firm to do the work and best met the City's needs; and

WHEREAS, Fehr Graham will be used to provide technical, project management, and review services necessary to bring numerous process and City projects to completion; and

WHEREAS, Fehr Graham has been providing beneficial services under their current agreement and performing the assigned tasks well; and

WHEREAS, the City Council finds it to be in the best interests of the City to approve an agreement with Fehr Graham for on-call professional engineering services;

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, a contract with Fehr Graham for on-call professional engineering services is approved, and the City Manager is authorized to enter into a contract, and execute any related documents, with Fehr Graham, in an amount not to exceed \$449,273, upon legal review, and approval of the contractual documents.

PASSED this 8th day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

March 22, 2024

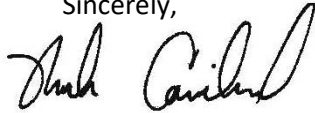
Mr. Kevin Kothe, PE
Director of Operations & Engineering
City of Bloomington
Department of Operations & Engineering
109 E. Olive Street
Bloomington, IL 61701

Dear Mr. Kothe,

Please find enclosed our Agreement for Professional Services as requested.

Please sign and return the Agreement to my attention. An additional copy may be retained for your records.

Sincerely,



Noah J. Carmichael
Principal

NJC:sjm

Enclosure

N:\Proposals\2024\Noah Carmichael\Bloomington, City of\On-Call Prof Engin Serv FY 2025\City of Bloomington - Agreement On-Call Professional Engineering Services FY 2025 2024.03.22.docx

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Client Kevin Kothe, PE
Director of Operations & Engineering
City of Bloomington
Department of Operations & Engineering
109 E. Olive Street
Bloomington, IL 61701

309.434.2225

Description of Services:

City of Bloomington - On-Call Professional Engineering Services FY 2025 – Bloomington, IL

Fehr Graham will provide the scope of services as described in the attached Exhibit A.

COST: The cost-plus fixed fee, including direct expenses, for performing the above services is as follows:

Phase 1	Subdivision and Site Development Review	\$99,131
Phase 2	Road and Bridge Project Management	\$90,025
Phase 3	DCEO Assistance and Project Management	\$89,258
Phase 4	Construction Observation	\$80,533
Phase 5	Miscellaneous On-Call Services	\$76,036
Phase 6	General Project Management & Coordination	\$14,290
	Total	\$449,273


The Cost Estimate of Consultant Services Worksheet is attached to this agreement.

ESTIMATED PROJECT COMPLETION DATE: April 30th, 2025

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:	CONSULTANT:
Signature _____	By  _____
Name _____	Name Mick W. Gronewold _____
Title _____	Title Principal _____
Date Accepted _____	Date Proposed March 22, 2024 _____

24-650

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 45 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)' work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents. 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.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing. Appropriate insurance limits will be decided prior to the start of any new engagement with Consultant.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$1,000,000.00.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.
23. The City of Bloomington agrees to not pursue direct employment of Fehr Graham staff performing the services described within the proposal. Fehr Graham also agrees to not directly pursue employment of City of Bloomington employees.
24. Fehr Graham, including its agents, officers, employees and officials, shall be obliged to keep confidentially of all information received in the scope of its service to the City that it gains or holds as a result of fulfilling this agreement. The information shall not be disclosed to a third party without the written consent of the City of Bloomington.

25. Fehr Graham agrees and understands that by entering into this agreement, that the full scope of work and fee is not guaranteed and will only be compensated on the actual work performed as directed by the City.

EXHIBIT A

BACKGROUND AND UNDERSTANDING

In 2023, the City of Bloomington Engineering Division selected Fehr Graham to provide engineering, technical, project management, and review services necessary to assist in bringing numerous processes and/or projects to completion. Fehr Graham has performed well, and the Engineering Division wishes to enter into a contract for a similar scope of work for FY 2025. The intention of this request is for Fehr Graham to continue to provide additional staffing resources for processes and/or projects the City does not have staff available to complete. For the purposes of scope and fee negotiations, we have broken down six potential phases. They are:

- Phase 1 – Subdivision and Site Development Review
- Phase 2 – Road and Bridge Project Management
- Phase 3 – DCEO Assistance and Project Management
- Phase 4 – Construction Observation
- Phase 5 – Miscellaneous On-Call Services
- Phase 6 – General Project Management and Coordination

The following is our understanding of the scope of services for each phase and assumptions made.

PHASE 1 – SUBDIVISION AND SITE DEVELOPMENT REVIEW

Background

The City has many private developments that need to be reviewed for compliance with city codes and policies. Fehr Graham will provide engineering services as required to assist the City's Senior Civil Engineer with reducing the development review backlog. This will require Fehr Graham to occasionally work inside the City offices and attend City meetings as required. Fehr Graham will provide an Illinois Licensed Professional Engineer to work alongside City staff to help reduce the development review backlog.

Assumptions

- » Fehr Graham is assuming the work can generally be performed by a Project Manager or Senior Engineer with subdivision and development experience who is a licensed Illinois Professional Engineer. The intent is to provide consistency with Chad Ostebur, PE, PLS continuing to complete the development reviews.
- » Fehr Graham will provide a vehicle to travel to and from Fehr Graham's Champaign office to the City's Engineering office when requested, but it is assumed that most of the work can be completed remotely.
- » When requested, drive time from Fehr Graham's Champaign office to the City's Engineering office, or job site, is estimated at 1.5 hours a day. For purposes of the estimate, one meeting a month is assumed.
- » Mileage reimbursement will be based on mileage from Fehr Graham's Champaign office to the City's Engineering office, or job site and be paid at the current IRS allowable rate.
- » Attendance at City Council meetings are excluded from the Phase 1 scope of services.
- » For the development of the fee, it is assumed that services will start on May 1, 2024, and end on April 30, 2025, unless authorized for additional time.

PHASE 2 - ROAD AND BRIDGE PROJECT MANAGEMENT

Background

The City has a large motor fuel tax and federal aid-type street and bridge project and wishes to have Fehr Graham assist in the management of this project.

Project A – Fox Creek Road & Bridge Improvements

The new roadway will consist of two lanes in each direction with a bi-directional center turn lane, totaling five travel lanes. The City will replace the bridge, which will have the same cross section as the rest of the roadway, install traffic signals at the intersections of Fox Creek Road at Danbury Drive and Fox Creek Road at Beich Road. In addition, the City will construct a 10-foot wide multi-use trail, north of the roadway, connecting the existing trail east and west of the project limits, and a sidewalk south of the roadway. These improvements will provide a road design like the roadway east and west of the project area.

The plans and specifications are approximately seventy-five percent complete. Remaining items are QA/QC of consultant plans and specifications to completion, assisting with acquisition of easements and right-of-way, miscellaneous project management, and assisting with managing Phase III construction observation provided by another consultant.

Assumptions

- » Fehr Graham will provide an Illinois Licensed Professional Engineer for the general core hours of 9:00 am to 4:00 pm, two days a week or as approved by the Engineering Department. This includes a non-paid lunch hour for a total of 12 hours a week. Drive time from Fehr Graham's Champaign office to the City's Engineering office is estimated at 1.5 hours a day (3 hours a week) and will be included in the fee estimate.
- » Fehr Graham will provide a vehicle to travel to and from the Fehr Graham's Champaign office to the City's Engineering office and to job sites when necessary.
- » Mileage reimbursement will be based on mileage from the Fehr Graham's Champaign office to the City's Engineering office, or job site and be paid at the current IRS allowable rate.
- » For the development of the fee, it is assumed that services will start on May 1, 2024, and end on April 30, 2025, unless authorized for additional time.

PHASE 3 – DCEO ASSISTANCE AND PROJECT MANAGEMENT

Background

The DCEO grant projects consist of design and/or management of the installation of new multi-use paths and sidewalks at various locations throughout the city. Per the City, there may be other DCEO grant projects that the scope has not been determined.

The City wishes to have Fehr Graham provide project management services and assist the City where necessary with these projects. Scope of services can generally include:

- » General Project Management.
- » GPS services, CADD services, and Exhibit Development.
- » Cost Estimate Preparation.
- » Construction Observation – as needed.
- » Other Duties as Requested by the City.

Assumptions

- » Fehr Graham is assuming the work can generally be performed by a Staff Engineer (EIT) or an Engineering Technician, with oversight from a City Licensed Professional Engineer.
- » Fehr Graham will provide a vehicle to travel to and from Fehr Graham's Champaign office to the City's Engineering office when requested, but it is assumed that most of the work can be completed remotely.
- » When requested, drive time from Fehr Graham's Champaign office to the City's Engineering office, or job site, is estimated at 1.5 hours a day. For purposes of the estimate, one meeting a month is assumed.
- » Mileage reimbursement will be based on mileage from Fehr Graham's Champaign office to the City's Engineering office, or job site and be paid at the current IRS allowable rate.
- » For the development of the fee, Fehr Graham is assuming to provide a Staff Engineer (EIT) or an Engineering Technician for 16 hours per week.
- » For the development of the fee, it is assumed that services will start on May 1, 2024, and end on April 30, 2025, unless authorized for additional time.

PHASE 4 – CONSTRUCTION OBSERVATION

Background

The various DCEO grant projects may consist of construction observation for the installation of the new multi-use paths and sidewalks at various locations throughout the City. DCEO grant projects include the Route 66 / Pepper Ridge project and Hershey Trail / Ireland Grove project. Per the City, there may be other DCEO projects that the scope has not been determined.

The City has requested Fehr Graham to assist with construction observation services. Scope of services generally includes:

- » Furnishing the engineering field observation of the work and the contractor's operations for compliance with the specifications as construction proceeds.
- » Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit the verification of the nature and cost of changes in plans and authorized extra work.
- » Preparation and submission of partial and final payment estimates, change orders, records, and other reports/correspondence as requested by the City of Bloomington.
- » Attendance at progress meetings as requested.
- » Final close-out documents.

Assumptions

- » For the development of the fee, Fehr Graham is assuming to provide one engineering technician on average 8 hours per day, including drive time, for 125 calendar days.
- » Materials testing is excluded from the proposal and is assumed to be done by others.
- » Construction layout is excluded from the proposal and is assumed to be done by others.
- » Fehr Graham will provide a vehicle to travel to and from Fehr Graham's Champaign office to the job site.

- » Mileage reimbursement will be based on mileage from the Fehr Graham's Champaign office to the job site and be paid at the current IRS allowable rate.
- » For the development of the fee, it is assumed that services will start on May 1, 2024, and end on April 30, 2025, unless authorized for additional time.

PHASE 5 – MISCELLANEOUS ON-CALL SERVICES

Background

The City may have additional project management and/or construction observation needs of yet to be identified capital projects as they arise during FY 2025.

Assumptions

- » Fehr Graham is assuming the work can generally be performed by a Staff Engineer (EIT) or an Engineering Technician, with oversight from a City Licensed Professional Engineer.
- » Fehr Graham will provide a vehicle to travel to and from Fehr Graham's Champaign office to the City's Engineering office or job site when requested, but it is assumed that much of the work can be completed remotely.
- » When requested, drive time from Fehr Graham's Champaign office to the City's Engineering office or job site is estimated at 1.5 hours a day. For purposes of the estimate, one meeting a month is assumed.
- » Mileage reimbursement will be based on mileage from the Fehr Graham's Champaign office to the job site and be paid at the current IRS allowable rate.
- » For the development of the fee, Fehr Graham is assuming to provide a Staff Engineer (EIT) or an Engineering Technician for 16 hours per week.
- » For the development of the fee, it is assumed that services will start on May 1, 2024, and end on April 30, 2025, unless authorized for additional time.

PHASE 6 – GENERAL PROJECT MANAGEMENT & COORDINATION

Background

This phase will be used for coordination between Fehr Graham's Branch Manager and/or other senior leadership to discuss the progress and status of the contract with the City's Assistant Director of Public Works/City Engineer or other City leadership.

Assumptions

- » For the development of the fee, it is assumed that Fehr Graham's Branch Manager and the Assistant Director of Public Works/City Engineer will have weekly team meetings for one hour.
- » Fehr Graham will provide a vehicle to travel to and from Fehr Graham's Champaign office to the City's Engineering office when requested, but it is assumed that the meetings will be virtual.
- » When requested, drive time from Fehr Graham's Champaign office to the City's Engineering office or job site is estimated at 1.5 hours a day.
- » Mileage reimbursement will be based on mileage from the Fehr Graham's Champaign office to the job site and be paid at the current IRS allowable rate.
- » For the development of the fee, it is assumed that services will start on May 1, 2024, and end on April 30, 2025, unless authorized for additional time.



Local Public Agency City of Bloomington	County McLean	Section Number
Prime Consultant (Firm) Name Fehr Graham	Prepared By N Carmichael	Date 3/12/2024
Consultant / Subconsultant Name 	Job Number 	

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

Remarks

On-Call Professional Engineering Services - FY 2025

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	130.46%
START DATE	5/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	4/30/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2024	1/1/2025	8	66.67%
1	1/2/2025	5/1/2025	4	34.00%

Local Public Agency

City of Bloomington

County

McLean

Section Number

Consultant / Subconsultant Name

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	40000	\$0.66	\$26,200.00
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)	750	\$15.00	\$11,250.00
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
Utlility 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
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$37,450.00

Local Public Agency

City of Bloomington

County

McLean

Section Number

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Phase 6 - General Project Management & Coordination																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	85.89	12	11.11%	9.54															
Branch Manager	59.91	48	44.44%	26.63															
Project Manager	56.56																		
Senior Proj Engineer	46.46																		
Project Engineer	40.67																		
Sr. Engineering Tech - CAD	51.53																		
Associate Eng Tech	30.07																		
Engineering Tech	24.61																		
Project Administrator	31.62	48	44.44%	14.05															
TOTALS		108.0	100%	\$50.22	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



CONSENT AGENDA ITEM NO. 7.Q.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Contract with Landmark Structures I, L.P., for the Enterprise 1MG Water Tower Construction (Bid #2024-31), in the Amount of \$7,485,010, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: On April 25, 2022, Council approved a Contract with Donohue and Associates, Inc., for the Systemwide Potable Water Distribution Improvements Preliminary Design, in the amount of \$1,497,400. The initial preliminary design contract included 8 projects listed below:

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

This is the construction for Project 6. The proposed construction will install a new 1 million gallons composite elevated tank at the northwest corner of the Prairie Vista golf course. Currently, this zone does not have any elevated storage. Elevated storage helps to maintain a more consistent water pressure zone, reduces shock waves throughout the zone introduced by rapid water demand changes, and creates a more resilient system. The 1 million gallon water tank is also part of the total on-hand system storage that the City needs during emergency situations.

The Water Department prepared the Enterprise Water Tower project proposal package (Bid #2024-31) and advertised the project for competitive bids. Bids for this contract were received until 10:00 AM on Tuesday, March 12, 2024, electronically. Staff received 2 bids and opened them at 10:00 AM Tuesday, March 12, 2024, by live stream on the City YouTube Website. There were no local bidders for this contract, so the local preference policy does not apply.

The bids requested pricing for both a Hydro Pillar (steel column), and Composite (concrete column) Towers. The City has selected to proceed with the Composite that will mirror the Hamilton tank. Staff recommends proceeding with the bid from Landmark Structures I, L.P in the amount of \$7,485,010 as they were the lowest responsible bidder of the two. 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 bid tab and breakdown are attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a FY 2025 Budgeted project. If approved, the City will enter into a Construction Contract with Landmark Structures I, L.P., for the Enterprise 1MG Water Tower Construction (Bid #2024-31), in the Amount of \$7,485,010 which includes contingency. This will be paid out of the Water Mechanical Maintenance-Other Capital Improvement account (50100160-72620). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" under the project titled "Systemwide Potable Water Distribution Improvements - Construction Project 5 & 6" on pages 100, 158, 242, 263 and 264.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

ATTACHMENTS:

[WTR 1B Ordinance](#)

[WTR 1C Agreement](#)

[WTR 1D Bid Tab](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH LANDMARK STRUCTURES I, L.P, FOR THE ENTERPRISE 1MG WATER TOWER CONSTRUCTION (BID #2024-31), IN THE AMOUNT OF \$7,485,010

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

WHEREAS, subject to the provisions of the City Code, City staff is recommending a contract with Landmark Structures I, L.P (Contract) be approved for the Enterprise 1MG Water Tower Construction in the amount of \$7,485,010; and

WHEREAS, the Contract pertains to work necessary for the installation of a new water tower to maintain a more consistent water pressure zone, reduces shock wave throughout the zone introduced by rapid water demand changes, creates a more resilient system; and

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

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

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

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

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

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

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

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

PASSED this 8th day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
LANDMARK STRUCTURES I, L.P.
FOR
ENTERPRISE 1MG ELEVATED WATER STORAGE TANK**

THIS AGREEMENT, dated this 8th day of April, 2024, is between the City of Bloomington, IL (hereinafter “CITY”) and Landmark Structures I, L.P. (hereinafter “VENDOR”). CITY and VENDOR may hereinafter collectively be referred to as the “PARTIES” and individually as the “PARTY”.

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

This Agreement was subject to the following procurement initiative by the CITY:
Enterprise 1MG Elevated Water Storage Tank Bid #2024-31 (hereinafter “REQUEST”).
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as “PROCUREMENT DOCUMENTS”), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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:

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.

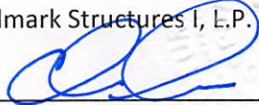
Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON


By: _____
Its City Manager

Landmark Structures I, L.P.

By: 
Christopher Lamon
Its CEO of Landmark Structures
Management LLC

ATTEST:

By: _____
Its City Clerk

By: 
Linda E. Santiago
Its Pre-Construction
Coordinator

This Written Consent is applicable to all corporate signatures provided within

**WRITTEN CONSENT
OF
THE GENERAL PARTNER
OF
LANDMARK STRUCTURES I, LP**

April 30, 2022

Pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, the undersigned, being the general partner (the “General Partner”) of Landmark Structures I, LP, a Delaware limited partnership (the “Partnership”), does hereby consent to, adopt, approve and authorize the following resolutions and each and every action effected thereby:

WHEREAS, the General Partner is authorized under the Amended and Restated Limited Partnership Agreement of Landmark Structures I, LP, dated April 12, 2022, to manage the business and affairs of the Partnership and execute and deliver any document on behalf of the Partnership; and

WHEREAS, Christopher Lamon and William Fields (each, an “Officer” and together, the “Officers”) have been appointed as Chief Executive Officer and Chief Financial Officer of the General Partner, respectively, and have been authorized and empowered to take all such further actions, including, but not limited to, (a) the execution of such agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently unknown but which may be required, (b) the execution of such changes and additions to any agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently existing, (c) the delivery and filing (if applicable) of any of the foregoing on behalf of the General Partner.

WHEREAS, for the avoidance of doubt, the General Partner wishes to confirm authority to each of the Officers to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP.

NOW, THEREFORE, BE IT RESOLVED, that for the avoidance of doubt, the Officers be, and each hereby is, authorized, empowered, and directed, for and on behalf of the General Partner, to execute and deliver any and all documents or instruments, perform all acts, do all things, and pay or cause to be paid all liabilities, expenses, and costs as may be by any of them deemed necessary, appropriate, or advisable in order to carry out the purposes of the Partnership;

FURTHER RESOLVED, for the avoidance of doubt, the Officers acting without the joinder of the other, are authorized as follows:

- (a) To submit bids and/or to negotiate contracts and/or to enter into contracts for an on behalf of Landmark Structures I, LP; and
- (b) To execute and deliver such documents and to take such actions as he considers necessary or advisable to give effect to this resolutions and the transactions provided for herein.

FURTHER RESOLVED, that all actions of the Officers, taken on behalf of the Partnership, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be, and hereby are, approved, authorized, adopted, ratified, and confirmed in all respects as the actions of the Partnership.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed this written consent and made it to be effective as of the date written above.

GENERAL PARTNER:

LANDMARK STRUCTURES MANAGEMENT LLC

By:  _____

Name: Christopher Lamon

Title: Chief Executive Officer

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Construction of a 1-million-gallon elevated pillar type steel water storage tank, including site work, yard piping, grading, structural, architectural, process piping, plumbing, heating, electrical, and instrumentation and control as outlined in the Specifications of the Procurement Documents.

**EXHIBIT B
COSTS/FEES**

Bid #2024-31 Enterprise 1MG Elevated Water Storage Tank				Landmark Structures I, L.P.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	All Sections - All work except for Bid Items #2 & #3.	1	LS	\$900,000.00	\$900,000.00
2	Section - 33 16 11 - Elevated Composite Water Storage Tank	1	LS	\$6,367,000.00	\$6,367,000.00
3	Section 01 21 00 - 3% Contingency based on Line Items #1 & #2 total - The contingency item included in the bid shall be used for unforeseen issues which may arise during the project. Use of the contingency item shall be at the City's sole discretion. All work must be pre-approved.	1	LS	\$218,010.00	\$218,010.00
	Total				\$7,485,010.00

Alternative 1 Hydro Pillar

Bid #2024-31 Enterprise 1MG Elevated Water Storage Tank				Caldwell Tanks, Inc.		Landmark Structures I, L.P.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	All Sections - Except Items #2 and #3	1	LS	\$6,044,185.00	\$6,044,185.00	\$1,400,000.00	\$1,400,000.00
2	Section 33 16 13 - Elevated Pillar-Type Steel Water Storage Tank	1	LS	\$3,769,815.00	\$3,769,815.00	\$9,867,000.00	\$9,867,000.00
3	Section 01 21 00 - 3% Contingency based on Line Bid Items #1 & #2 total.	1	LS	\$294,420.00	\$294,420.00	\$338,010.00	\$338,010.00
Total					\$10,108,420.00		\$11,605,010.00

Alternative 2 Composite

Bid #2024-31 Enterprise 1MG Elevated Water Storage Tank				Caldwell Tanks, Inc.		Landmark Structures I, L.P.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	All Sections - All work except for Bid Items #2 & #3.	1	LS	\$6,044,185.00	\$6,044,185.00	\$900,000.00	\$900,000.00
2	Section - 33 16 11 - Elevated Composite Water Storage Tank	1	LS	\$13,955,815.00	\$13,955,815.00	\$6,367,000.00	\$6,367,000.00
3	Section 01 21 00 - 3% Contingency based on Line Items #1 & #2 total -	1	LS	\$600,000.00	\$600,000.00	\$218,010.00	\$218,010.00
Total					\$20,600,000.00		\$7,485,010.00



CONSENT AGENDA ITEM NO. 7.R.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Contract with George Gildner, Inc. for the Fort Jesse Road Watermain Replacement Construction (Bid #2024-32), in the Amount of \$454,458, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: On April 25, 2022, Council approved a Contract with Donohue and Associates, Inc., for the Systemwide Potable Water Distribution Improvements Preliminary Design, in the amount of \$1,497,400. The initial preliminary design contract included 8 projects listed below:

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

This is the construction for Project 5. The proposed construction will upgrade the piping along Fort Jesse Rd. between Park Ridge Rd and Airport Rd., increasing the pipe size from 12" inch to 16" inch removing the restriction in water flow feeding the eastern water zone. This upgrade is crucial to ensure ample water flow in the area when the new pumping facilities are upgraded in Project 2.

The Water Department prepared the Fort Jesse Water Main Replacement project proposal package (Bid #2024-32) and advertised the project for competitive bids. Bids for this contract were received until 10:05 AM on Tuesday, March 12, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Staff received two bids and opened them at 10:05 AM Tuesday, March 12, 2024, by live stream on the City YouTube Website. There were two local bidders for this contract. With both bidders being local, the local preference policy does not apply. Staff recommends proceeding with the bid from George Gildner, Inc., in the amount of \$454,458 as the lowest responsible bidder of the two. A contingency is included

in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a FY 2025 Budgeted Item. If approved, the City will enter into a Construction Contract with George Gildner, Inc. for the Fort Jesse Road Watermain Replacement Construction (Bid #2024-32), in the Amount of \$454,458 which includes contingency. This will be paid out of the Water Mechanical Maintenance-Other Capital Improvement account (50100160-72620). Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" under the project titled "Systemwide Potable Water Distribution Improvements - Construction Project 5 & 6" on pages 100, 158, 242, 263 and 264.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

ATTACHMENTS:

- [WTR 4B Ordinance](#)
- [WTR 4C Agreement](#)
- [WTR 4D Bid Tab](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH GEORGE GILDENER, INC. FOR THE FORT JESSE ROAD WATERMAIN REPLACEMENT CONSTRUCTION (BID #2024-32), IN THE AMOUNT OF \$454,458

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

WHEREAS, subject to the provisions of the City Code, City staff is recommending a contract with George Gildner, Inc. (Contractor) be approved for the Fort Jesse Road Water Main Replacement Construction in the amount of \$454,458; and

WHEREAS, Contract pertains to work necessary for the installation of a replacement water main, increasing the pipe size from 12" to 16" removing the restriction in water flow feeding the eastern water zone. This upgrade is crucial to assure ample water flow in the area, when pumping facilities are upgraded; and

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

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

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

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

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

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

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

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

PASSED this 8th day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
GEORGE GILDNER, INC.
FOR
FORT JESSE ROAD WATER MAIN REPLACEMENT**

THIS AGREEMENT, dated this 8th day of April, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and George Gildner, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

This Agreement was subject to the following procurement initiative by the CITY:
Fort Jesse Road Water Main Replacement Bid #2024-32 (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

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

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

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

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

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

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

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

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 Hildner Inc.
3051 Ireland Grove Rd
P.O. Box 846
Bloomington IL
61702-0846

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.

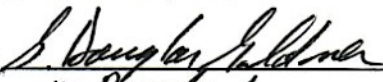
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

GEORGE GILDNER, INC.

By: 
Its President

By: 
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The project consists of supplying the labor, equipment, and materials necessary to provide approx. 1,290 L.F. of new 16-inch diameter water main as specified in the Procurement Documents. Also included are related valves, pavement replacement, site work, seeding, and other services and items of construction.

**EXHIBIT B
COSTS/FEES**

Bid #2024-32 Fort Jesse Road Water Main Replacement				George Gildner Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	All Sections - All work except for bid items #2 through #19.	1	LS	\$25,800.00	\$25,800.00
2	Section 33 14 16 - 16" Water Main, Trenching, Backfill, Polywrap, Complete	1290	LF	\$183.00	\$236,070.00
3	Section 31 23 33 - Granular Backfill	58	LF	\$36.00	\$2,088.00
4	Section 31 23 33 - CLSM Backfill	66	LF	\$30.00	\$1,980.00
5	Section 33 14 16 - Remove Existing 12" Water Main, including Valves and Fittings	1290	LF	\$5.50	\$7,095.00
6	Section 33 14 16 - Remove Existing Fire Hydrant Assembly	2	Each	\$300.00	\$600.00
7	Section 33 14 16 - 16" Butterfly Valve /w Box	3	Each	\$10,800.00	\$32,400.00
8	Section 33 14 16 - 16"x8" Tee and Connection to Existing 8" Water Main	1	Each	\$5,600.00	\$5,600.00
9	Section 33 14 16 - 16"x12" Tee and Connection to Existing 12" Water Main	1	Each	\$6,200.00	\$6,200.00
10	Section 33 14 16 - 16" 45-deg Bend	1	Each	\$2,600.00	\$2,600.00
11	Section 33 14 16 - Fire Hydrant Assembly per Detail C460, complete	2	Each	\$8,800.00	\$17,600.00
12	Section 31 10 00 - Tree Removal	18	Each	\$250.00	\$4,500.00
13	Section 33 13 13 - Concrete Paving Removal and Replacement per Detail C121	46	SY	\$78.00	\$3,588.00
14	Section 33 13 13 - Concrete Sidewalk Removal and Replacement per Detail C150	22	SY	\$156.00	\$3,432.00
15	Section 33 13 13 - Concrete Curb and Gutter Removal and Replacement	15	LF	\$79.00	\$1,185.00

16	Section 33 13 13 - Curb Ramp Removal and Replacement	55	SF	\$12.00	\$660.00
17	Section 32 92 00 - Site Restoration and Seeding	1	LS	\$9,260.00	\$9,260.00
18	Section 33 15 00 - 16" Linestopping	2	Each	\$17,400.00	\$34,800.00
19	Section 01 21 00 - Contingency 15% - calculated on the total of line items 1 through 18. The contingency item included in the bid shall be used for unforeseen issues which may arise during the project. Use of the contingency item shall be at the City's sole discretion. All work must be pre-approved.	1	LS	\$59,000.00	\$59,000.00
	Total				\$454,458.00

Bid #2024-32 Fort Jesse Road Water Main Replacement				George Gildner Inc.		Stark Excavating, Inc	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	All Sections - All work except for bid items #2 through #19.	1	LS	\$25,800.00	\$25,800.00	\$30,000.00	\$30,000.00
2	Section 33 14 16 - 16" Water Main, Trenching, Backfill, Polywrap, Complete	1290	LF	\$183.00	\$236,070.00	\$170.00	\$219,300.00
3	Section 31 23 33 - Granular Backfill	58	LF	\$36.00	\$2,088.00	\$40.50	\$2,349.00
4	Section 31 23 33 - CLSM Backfill	66	LF	\$30.00	\$1,980.00	\$99.00	\$6,534.00
5	Section 33 14 16 - Remove Existing 12" Water Main, including Valves and Fittings	1290	LF	\$5.50	\$7,095.00	\$.01	\$12.90
6	Section 33 14 16 - Remove Existing Fire Hydrant Assembly	2	Each	\$300.00	\$600.00	\$.01	\$.02
7	Section 33 14 16 - 16" Butterfly Valve /w Box	3	Each	\$10,800.00	\$32,400.00	\$6,600.00	\$19,800.00
8	Section 33 14 16 - 16"x8" Tee and Connection to Existing 8" Water Main	1	Each	\$5,600.00	\$5,600.00	\$7,150.00	\$7,150.00
9	Section 33 14 16 - 16"x12" Tee and Connection to Existing 12" Water Main	1	Each	\$6,200.00	\$6,200.00	\$7,750.00	\$7,750.00
10	Section 33 14 16 - 16" 45-deg Bend	1	Each	\$2,600.00	\$2,600.00	\$2,200.00	\$2,200.00
11	Section 33 14 16 - Fire Hydrant Assembly per Detail C460, complete	2	Each	\$8,800.00	\$17,600.00	\$10,800.00	\$21,600.00
12	Section 31 10 00 - Tree Removal	18	Each	\$250.00	\$4,500.00	\$300.00	\$5,400.00
13	Section 33 13 13 - Concrete Paving Removal and Replacement per Detail C121	46	SY	\$78.00	\$3,588.00	\$314.50	\$14,467.00
14	Section 33 13 13 - Concrete Sidewalk Removal and Replacement per Detail C150	22	SY	\$156.00	\$3,432.00	\$338.50	\$7,447.00
15	Section 33 13 13 - Concrete Curb and Gutter Removal and Replacement	15	LF	\$79.00	\$1,185.00	\$231.50	\$3,472.50
16	Section 33 13 13 - Curb Ramp Removal and Replacement	55	SF	\$12.00	\$660.00	\$51.50	\$2,832.50
17	Section 32 92 00 - Site Restoration and Seeding	1	LS	\$9,260.00	\$9,260.00	\$16,085.08	\$16,085.08
18	Section 33 15 00 - 16" Linestopping	2	Each	\$17,400.00	\$34,800.00	\$21,550.00	\$43,100.00
19	Section 01 21 00 - Contingency 15% - calculated on the total of line items 1 through 18.	1	LS	\$59,000.00	\$59,000.00	\$61,000.00	\$61,000.00
	Total				\$454,458.00		\$470,500.00



CONSENT AGENDA ITEM NO. 7.S.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on (1) An Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method; (2) A Highway Authority Agreement (HAA); and (3) A City of Bloomington Supplemental HAA, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance and Agreements be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term
Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND: If approved, the City will enter into a Highway Authority Agreement (HAA) with a supplemental HAA to move forward with a Corrective Action Plan for a former gas station site that shows soil and groundwater contamination extending past the property boundary into the right-of-way on Douglas Street and the adjoining properties (509 North Clinton Street and 803 Douglas Street). The site, located at 601 North Clinton Street, is owned by Shannon Pankey.

A separate HAA with the Illinois Department of Transportation will be approved by the State of Illinois for the Clinton Street right-of-way which is US 150.

Tests showed contamination from some substances above acceptable levels in the groundwater around the site. No further economically feasible action can be taken to clean up the groundwater. It is at a depth that poses minimal risk of exposure through excavation. However, there is still the possibility of shallow domestic wells coming into contact with the water. The Illinois Environmental Protection Agency (IEPA) is requiring the City to pass (1) an Ordinance prohibiting the use of groundwater as a potable water supply within the affected area and (2) a Highway Authority Agreement directing the use and disposal of potentially contaminated soils in the City right-of-way as a requirement for issuance of a "No Further Remediation" letter to protect the public from that possibility. The City's Legal Department has also created a supplemental HAA that provides additional direction on the use and disposal of potentially contaminated soils in the adjacent right-of-way.

A City water main is adjacent to the affected properties, and a well would not be permitted in this vicinity regardless of this action. Therefore, this action presents no practical change to the property's ability to access potable water.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The property owner's consultant will contact the affected property owners upon approval by the IEPA.

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 NE-2 (Reduce environmental pollutants), Objective NE-3.2 (Identify and reduce water pollutants)

Respectfully submitted for consideration.

Prepared by: Dominic Kallas, Civil Engineer II

ATTACHMENTS:

[DOES 1B Ordinance](#)

[DOES 1C Highway Authority Agreement](#)

[DOES 1D Supplemental Highway Authority Agreement](#)

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

WHEREAS, certain properties in the City of Bloomington, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City of Bloomington desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

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

SECTION ONE: Use of groundwater as a potable water supply prohibited.

The use or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited for the properties identified by the following Parcel Identification Numbers, and within a portion of the rights of way of North Clinton Street and Douglas Street, as shown on Exhibit A and described in Exhibit B, which are attached hereto and incorporated herein by reference.

21-04-279-013 21-04-279-014 21-04-282-001 21-04-282-003

SECTION TWO: Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of up to \$1000 for each violation.

SECTION THREE: Definitions.

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

“Potable water” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

SECTION FOUR: Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

SECTION FIVE: Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

SECTION SIX: Effective date.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

ADOPTED: _____
(Date)

APPROVED: _____
(Date)

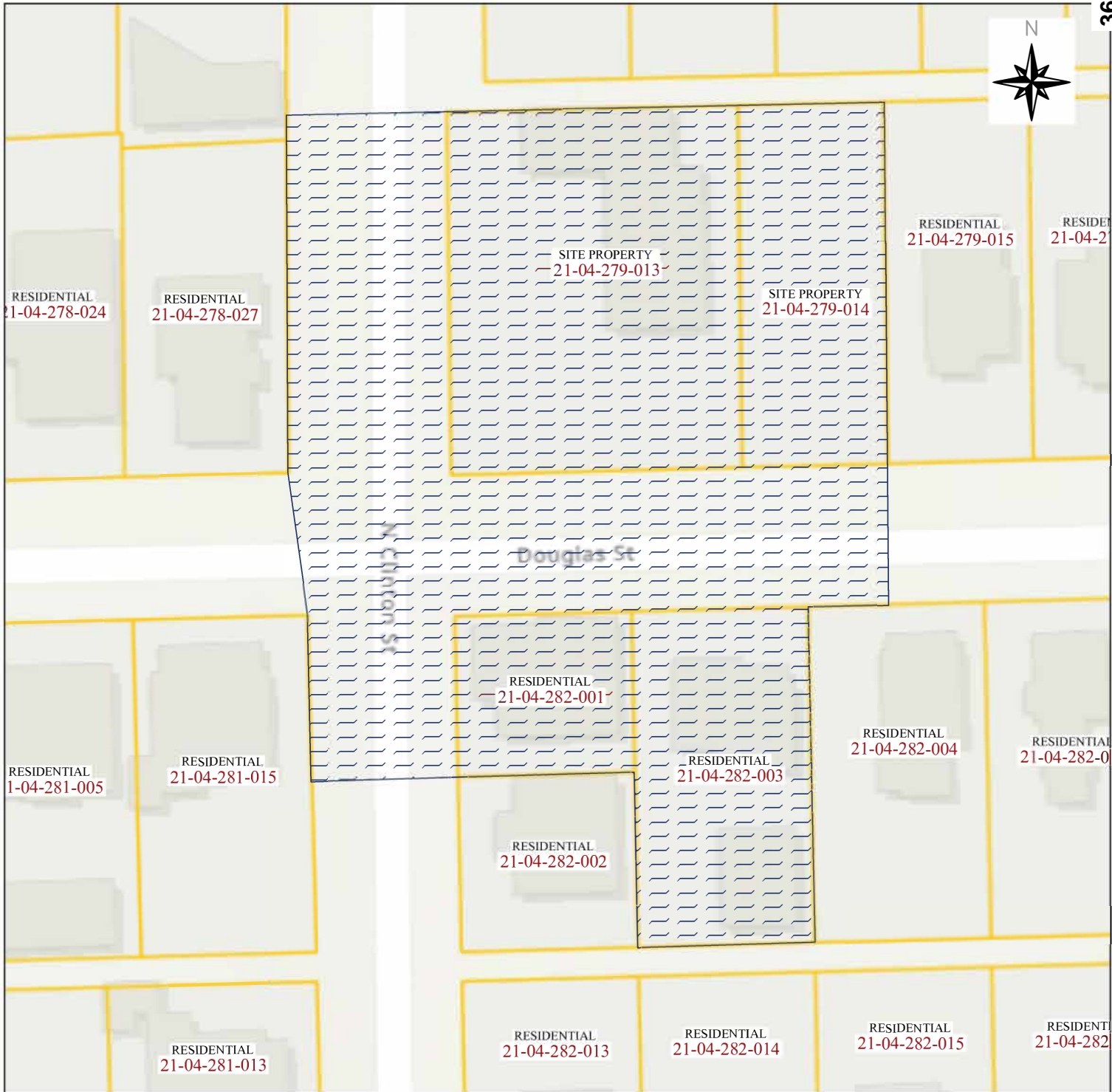
CITY OF BLOOMINGTON

ATTEST



Mboka Mwilambwe, Mayor

Leslie Yocum, City Clerk

Officially published this ____ day of _____, 20 ____.

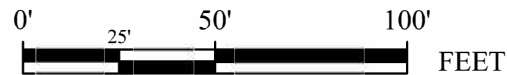


LEGEND

 PROJECT PROPERTY LINE
 PROPERTY LINE

 PROPOSED GROUNDWATER ORDINANCE AREA

 21-04-279-020 PROPERTY PIN NUMBERS



1" = 50'



GROUNDWATER ORDINANCE - CITY OF BLOOMINGTON
 SHANNON PANKEY
 601 N CLINTON ST BLOOMINGTON, IL 61701

PREPARED COLLETTE	DATE 12/2023
DRAWN BETTENHAUSEN	DATE 12/2023
APPROVED WIENHOFF	DATE 12/2023

4440 ASH GROVE DRIVE, Suite A
 Springfield, IL 62711 (217-726-7569)

INCIDENT NO. 2000-0434	FILE NAME SHANNON PANKEY - SAF
---------------------------	-----------------------------------

PROJECT NO. 452	EXHIBIT A
--------------------	--------------

EXHIBIT B

The following parcel numbers:

21-04-279-013 – 601 North Clinton Street, Bloomington, IL 61701

21-04-279-014 – 804 Douglas Street, Bloomington, IL 61701

21-04-282-001 – 509 North Clinton Street, Bloomington, IL 61701

21-04-282-003 – 803 Douglas Street, Bloomington, IL 61701

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ____ day of _____, 20____ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Shannon Pankey (“Owner/Operator”) and (2) City of Bloomington, Illinois (“Highway Authority”), collectively known as the “Parties.”

WHEREAS, Shannon Pankey is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 601 North Clinton Street, Bloomington, Illinois 61701 (“the Site”);

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks (“the Release(s)”), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority’s right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority’s right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number(s) 20000434 to the Release(s).
3. Attached as **Exhibit A** is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as **Exhibit B** is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in **Exhibit B** are identified on the map(s) in **Exhibit A**.
5. Attached as **Exhibit C** is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority’s right-of-way that is governed by this agreement (“Right-of-Way”). Because **Exhibit C** is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

9. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
14. This agreement supercedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

Owner/Operator
Shannon Pankey
601 North Clinton Street
Bloomington, IL 61701

City of Bloomington
Department of Public Works
Attn: Director of Public Works
109 East Olive Street
Bloomington, IL 61702

City of Bloomington
Legal Department
Attn: Corporation Counsel
115 East Washington Street, Suite 403
Bloomington, IL 61701

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

CITY OF BLOOMINGTON

Date: _____

By: _____

Its: _____

ATTEST:

City Clerk

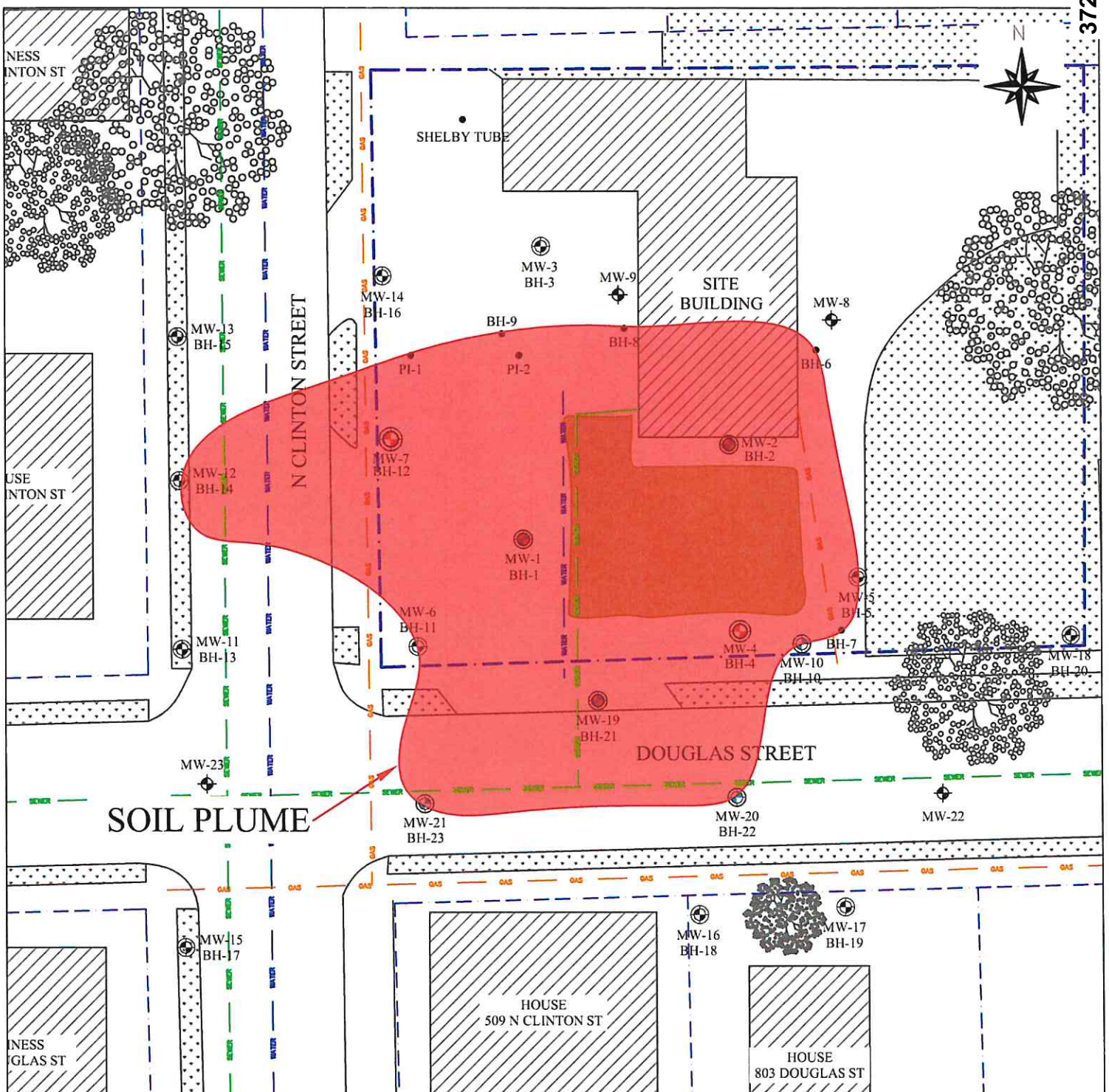
OWNER/OPERATOR
SHANNON PANKEY

Date: _____

By:  _____

**FIGURES FOR EXHIBIT A
CITY OF BLOOMINGTON
HIGHWAY AUTHORITY AGREEMENT**

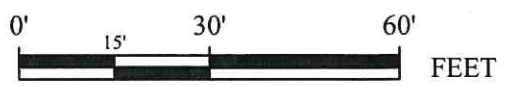
SHANNON PANKEY
601 North Clinton Street
Bloomington, Illinois



SOIL PLUME

LEGEND

- PROJECT PROPERTY LINE
- PROPERTY LINE
- CONFIRMATION SAMPLE LOCATION
(● IMPACTED ABOVE TACO TIER 1 SRO'S)
- SOIL BORING SAMPLE LOCATION
(● IMPACTED ABOVE TACO TIER 1 SRO'S)
- SOIL BORING/MONITORING WELL LOCATION
(⊕ IMPACTED ABOVE TACO TIER 1 SRO'S)
- SOIL BORING/MONITORING WELL LOCATION
(⊕ IMPACTED ABOVE TACO TIER 1 GRO'S)

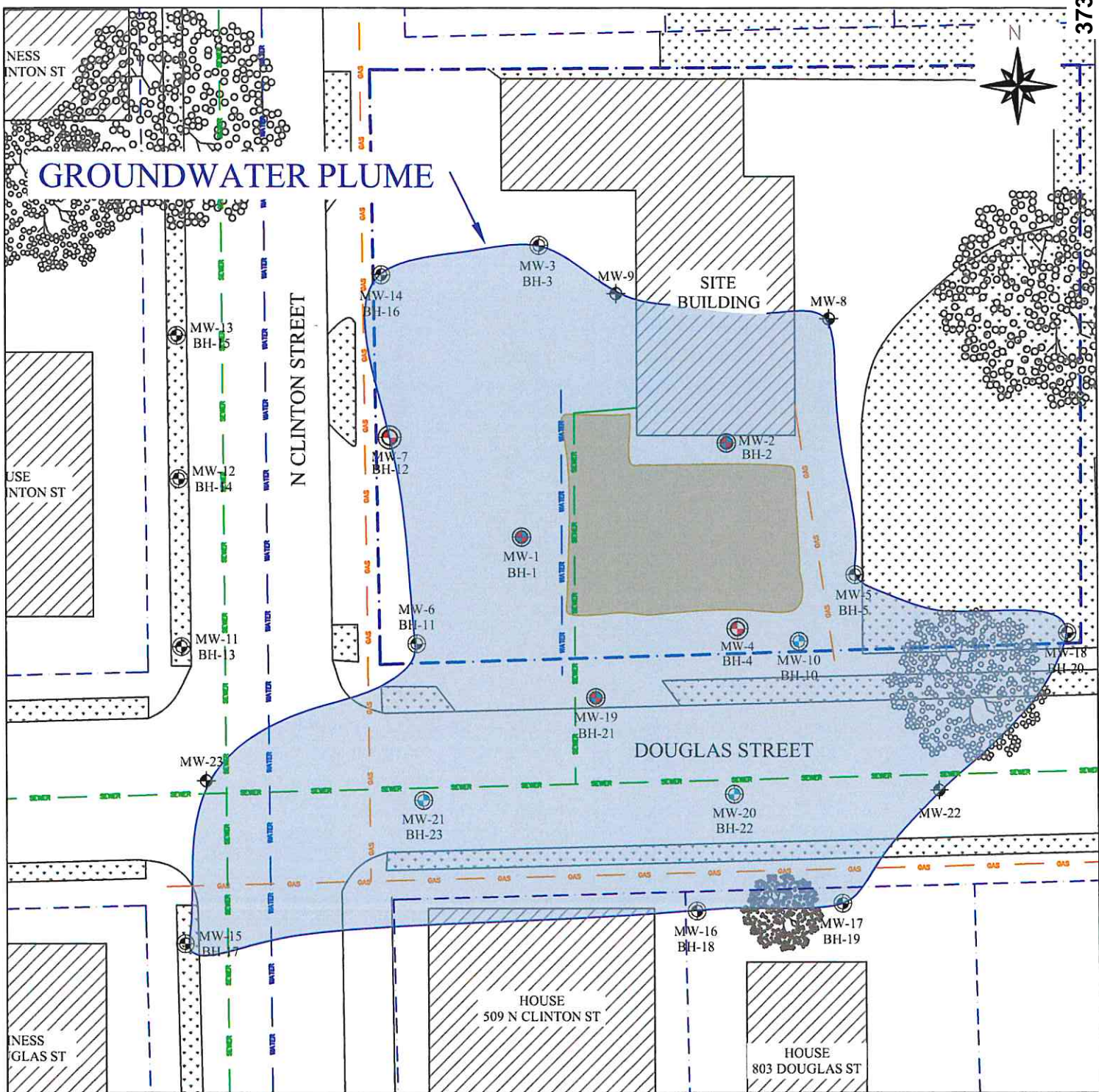


1" = 30'

GREEN WAVE CONSULTING, LLC
 4440 ASH GROVE DRIVE, Suite A
 Springfield, IL 62711 (217-726-7569)

SOIL PLUME MAP	
SHANNON PANKEY	
601 N CLINTON ST	BLOOMINGTON, IL 61701
INCIDENT NO. 2000-0434	FILE NAME SHANNON PANKEY - SAF

PREPARED COLLETTE	DATE 12/2023
DRAWN BETTENHAUSEN	DATE 12/2023
APPROVED WIENHOFF	DATE 12/2023
PROJECT NO. 452	FIGURE A-1

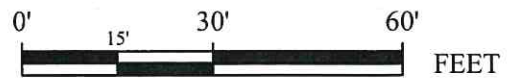


LEGEND

--- PROJECT PROPERTY LINE
 - - - PROPERTY LINE

- CONFIRMATION SAMPLE LOCATION
 (● IMPACTED ABOVE TACO TIER 1 SRO'S)
- SOIL BORING SAMPLE LOCATION
 (● IMPACTED ABOVE TACO TIER 1 SRO'S)

- ⊕ SOIL BORING/MONITORING WELL LOCATION
 (⊕ IMPACTED ABOVE TACO TIER 1 SRO'S)
 (⊕ IMPACTED ABOVE TACO TIER 1 GRO'S)
- ⊕ SOIL BORING/MONITORING WELL LOCATION



1" = 30'

GWC
 GREEN WAVE CONSULTING, LLC
 4440 ASH GROVE DRIVE, Suite A
 Springfield, IL 62711 (217-726-7569)

GROUNDWATER PLUME MAP

SHANNON PANKEY

601 N CLINTON ST BLOOMINGTON, IL 61701

PREPARED COLLETTE	DATE 12/2023
DRAWN BETTENHAUSEN	DATE 12/2023
APPROVED WIENHOFF	DATE 12/2023

INCIDENT NO. 2000-0434	FILE NAME SHANNON PANKEY - SAF
---------------------------	-----------------------------------

PROJECT NO. 452	FIGURE A-2
--------------------	------------

**TABLES FOR EXHIBIT B
CITY OF BLOOMINGTON
HIGHWAY AUTHORITY AGREEMENT**

SHANNON PANKEY
601 North Clinton Street
Bloomington, Illinois

TABLE I : Soil Analytical Table
 Shannon Pankey
 (Former Brock Oil Company)
 Bloomington, IL
 Incident #20000434

Sample ID	Depth	Date	Benzene	Toluene	Ethylbenzene	Total Xylenes
TACO Tier 1 Remediation Objectives			0.03	12	13	5.6
W-1	Wall	05/10/2000	0.020	0.009	0.234	0.168
W-2	Wall		ND	ND	ND	ND
W-3	Wall		0.003	0.003	ND	ND
W-4	Wall		0.949	0.426	52.2	48.5
W-5	Wall		1.09	0.062	5.14	2.98
F-1	Floor		0.183	ND	ND	ND
F-2	Floor		1.65	0.044	0.464	0.573
PI-1	Pump Is.		0.036	0.010	0.007	0.036
PI-2	Pump Is.		ND	ND	ND	ND
W-6	Wall	5/11/2000	0.252	0.023	0.247	0.392
W-7	Wall		0.113	0.252	0.084	0.706
BH-1A	4'-4.5'	1/3/2001	0.009	ND	0.095	0.043
BH-1B	9'-9.5'		0.102	0.036	39.0	11.4
BH-2A	4'-4.5'		ND	ND	ND	ND
BH-2B	9'-9.5'		0.605	0.036	5.56	18.3
BH-3	9'-9.5'		ND	ND	ND	ND
BH-4A	4'-4.5'		0.037	0.003	0.003	0.015
BH-4B	9'-9.5'		1.45	0.154	0.198	1.10
BH-5	9'-9.5'		ND	ND	ND	ND
BH-6	9'-9.5'		ND	ND	ND	ND
BH-7	9'-9.5'	1/16/2001	ND	ND	ND	ND
BH-8	7.5'-8'		0.003	ND	ND	ND
BH-9	7.5'-9'		ND	ND	ND	ND
BH-10A	4.5'-5'	4/18/2001	ND	ND	ND	ND
BH-10B	8.5'-9'		0.004	ND	0.003	0.017
BH-11A	4'-4.5'		ND	ND	ND	ND
BH-11B	7'-7.5'		ND	ND	ND	ND
BH-12A	4'-4.5'		0.039	0.005	0.053	0.032
BH-12B	6.5'-7.5'		2.19	18.0	30.7	104
BH-13A	4.5'	8/28/2001	ND	ND	ND	ND
BH-13B	9'		ND	ND	ND	ND
BH-14A	4.5'		ND	ND	ND	ND
BH-14B	9'		ND	ND	ND	ND
BH-15A	4.5'		ND	ND	ND	ND
BH-15B	9'		ND	ND	ND	ND
BH-16A	4'	11/01/2001	ND	0.002	ND	ND
BH-16B	9'		ND	ND	ND	ND
BH-17A	4'		ND	ND	ND	ND
BH-17B	9'		ND	ND	ND	ND
BH-18A	4'		ND	ND	ND	ND
BH-18B	9'		ND	ND	ND	ND
BH-19A	4'		ND	ND	ND	ND
BH-19B	9'	ND	ND	ND	ND	
BH-20A	4'	12/13/2001	ND	ND	ND	ND
BH-20B	9'		ND	ND	ND	ND
BH-21A	4'	05/22/2002	0.210	ND	0.083	ND
BH-21B	9'		0.140	0.0078	0.010	0.095
BH-22A	4'	07/16/2002	0.0022	ND	0.0020	0.0043
BH-22B	7.5'		0.0033	ND	0.0014	0.0023
BH-23A	4'		0.0035	0.0054	0.0018	0.0043
BH-23B	8'		0.021	ND	0.021	ND

Notes:

All results are presented in mg/kg.

Bold /Underlined values indicate exceedance of TACO Tier 1 Objectives.

ND = Below Acceptable Detection Limits

TABLE II: Groundwater Analytical Table

Shannon Pankey
(Former Brock Oil Company)
Bloomington, IL
Incident #20000434

Sample ID	Date	Benzene	Toluene	Ethylbenzene	Total Xylenes
TACO Class I Tier 1 Groundwater Remediation Objectives		0.005	1.0	0.7	10
MW-1	01/16/2001	0.105	0.011	0.145	0.740
MW-2		4.99	0.450	2.80	3.73
MW-3		0.004	ND	ND	ND
MW-4		0.753	0.019	0.019	0.044
MW-5		ND	ND	ND	ND
MW-6	4/19/2001	0.117	ND	ND	ND
MW-7		6.37	54.1	5.35	25.2
MW-8		ND	0.004	ND	0.008
MW-9		ND	ND	ND	ND
MW-10		0.779	0.029	0.012	0.173
MW-11	09/17/2001	ND	ND	ND	ND
MW-12		ND	ND	ND	ND
MW-13		ND	ND	ND	ND
MW-14	11/14/2001	ND	ND	ND	ND
MW-15		ND	ND	ND	ND
MW-16		ND	ND	ND	ND
MW-17	12/14/2001	ND	ND	ND	ND
MW-18		ND	ND	ND	ND
MW-19	06/04/2002	0.66	ND	0.064	0.10
MW-20	07/17/2002	0.22	ND	0.35	0.049
MW-21		0.22	ND	ND	ND
MW-22	10/03/2002	ND	ND	ND	ND
MW-23		0.0034	ND	ND	ND
MW-4	11/13/2023	ND	ND	ND	ND
MW-7		0.0046	0.0061	ND	0.0050

Notes:

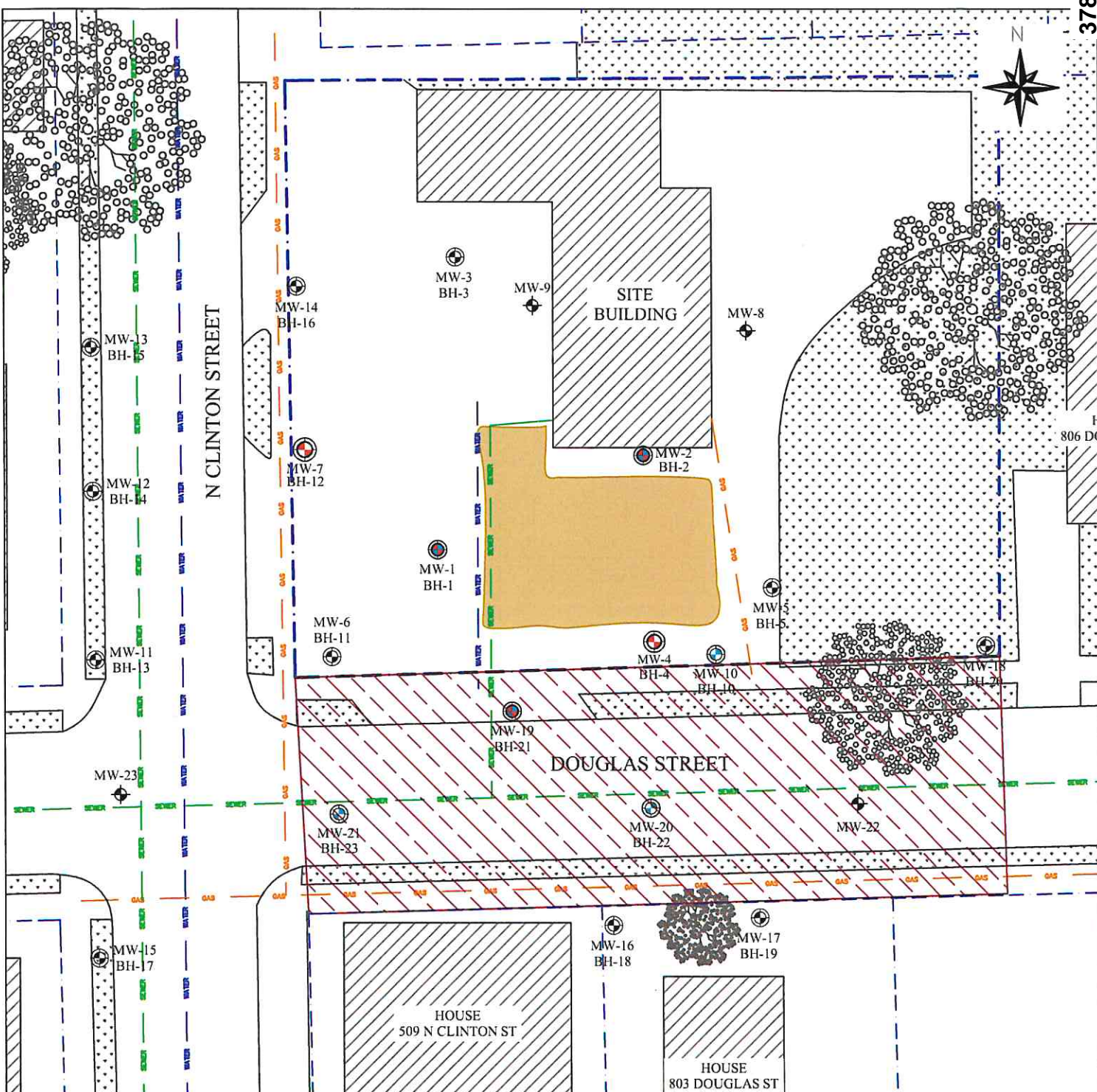
All results are presented in mg/L.

Bold /Underlined values indicate exceedance of TACO Tier 1 Objectives.








ND = Below Acceptable Detection Limits

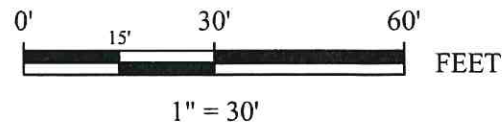
**FIGURE FOR EXHIBIT C
CITY OF BLOOMINGTON
HIGHWAY AUTHORITY AGREEMENT**

SHANNON PANKEY
601 North Clinton Street
Bloomington, Illinois



LEGEND

-  PROJECT PROPERTY LINE
-  PROPERTY LINE
-  SOIL BORING/MONITORING WELL LOCATION
-  () IMPACTED ABOVE TACO TIER 1 SRO'S
-  () IMPACTED ABOVE TACO TIER 1 GRO'S
-  SOIL BORING/MONITORING WELL LOCATION
-  PROPOSED AREA OF CITY OF BLOOMINGTON HIGHWAY AUTHORITY AGREEMENT



HAA - CITY OF BLOOMINGTON

SHANNON PANKEY

601 N CLINTON ST

BLOOMINGTON, IL 61701

PREPARED COLLETTE DATE 12/2023

DRAWN BETTENHAUSEN DATE 12/2023

APPROVED WIENHOFF DATE 12/2023

PROJECT NO. 452 FIGURE C

4440 ASH GROVE DRIVE, Suite A
Springfield, IL 62711 (217-726-7569)

INCIDENT NO. 2000-0434

FILE NAME SHANNON PANKEY - SAF

**CITY OF BLOOMINGTON
SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT**

THIS AGREEMENT, dated this ____ day of April, 2024, is between the City of Bloomington (hereinafter “City”) and Shannon Pankey (hereinafter “Company”).

WHEREAS, the City is willing to approve a Highway Authority Agreement with Company contingent upon the parties entering into this supplemental agreement to address certain cost allocation and liability;

WHEREAS, the City finds it necessary to put this Supplemental Highway Authority Agreement into place to ensure the best interests of the City are protected.

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. City Work in ROW / Reimbursement. Company agrees that City has the unfettered right to construct, reconstruct, repair or maintain and operate in its right-of-way and upon the property identified in the Highway Authority Agreement or to allow others to do the same. In furtherance therefore, the City reserves the right to identify, investigate, and remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from the right-of-way identified in the Highway Authority Agreement and to dispose of them as it deems appropriate in accordance with applicable environmental regulations so as to avoid causing a further release of the contaminants and to protect human health and the environment. The Company shall reimburse the actual costs incurred by the City or others in so identifying, investigating, removing, storing, handling or disposing of contaminated soil and/or groundwater, and it shall not be a defense for Company that those costs were not consistent with or required by Illinois Pollution Control Board or United States Environmental Protection Agency regulations, guidelines or policies. Prior to incurring any such costs, and unless there is an urgent reason otherwise, the City shall first give Company thirty days-notice and an opportunity to remove or dispose of contaminated soil and/or groundwater, at Company’s cost, to the extent necessary for the City’s work. Such removal and disposal shall be in accordance with all applicable laws and regulations. Failure to give this opportunity to Company shall not be a defense to a claim for reimbursement or that the work should not have been done. There is a rebuttable presumption that the contamination found in the right-of-way, as described in Exhibit B to the Highway Authority Agreement, arose from the release of contaminants at the Site.

Section 3. Indemnification. Company shall indemnify and hold harmless the City, and other highway authorities, if any, maintaining the highway Right-of-Way, and the City’s agents, contractors or employees (“Highway Authority parties”) from and against any losses, liabilities, damages, claims, judgments and actions (including attorney’s fees and court costs), directly or indirectly arising out of or in connection with the Releases and/or other contaminants from the right of way described in Exhibit C to the Highway Agreement (“Claims”), regardless whether said Claims were caused by the negligence, but not the gross negligence, of the City or other Highway Authority parties, and regardless of whether said Claims relate to events allegedly caused before or after the effective date of the Highway Agreement and/or this Supplemental Agreement. In addition, Company shall indemnify and hold harmless the City from and against any losses, liabilities, damages, claims, judgments and actions (including attorney’s fees and court costs) directly or indirectly arising as result of the Highway Agreement and/or this Supplemental

this Supplemental Agreement brought by any persons to whom the City has granted a permit or franchise prior to the date of this Agreement.

Section 4. Binding Effect. This Supplemental Agreement shall run with the land and be binding upon all assigns and successors in interest to the Owner/Operator of the Site. The Owner/Operator shall cause copies of this agreement and the executed Highway Authority Agreement to be recorded in the office of the McLean County Recorder of Deeds in the chain of title for the Site within 30 days of execution.

Section 5. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Section 6. Survival. Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Section 7. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 8. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Section 9. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 10. 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 11. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY

By: _____
Its City Manager

SHANNON PANKEY

By:  _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CONSENT AGENDA ITEM NO. 7.T.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024; and (2) An Ordinance Authorizing a Construction Agreement with P.J. Hoerr, Inc., for the Arena RTU Replacement project (Bid #2024-30), in the Amount of \$6,690,600, as requested by the Department of Operations & Engineering Services and the Arts & Entertainment Department.

RECOMMENDED MOTION: The proposed Ordinances be approved.

STRATEGIC PLAN LINK:

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 5. Great Place - Livable, Sustainable City
- Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: If approved, the City will enter into an agreement with P.J. Hoerr to replace two rooftop units (RTUs) at the Grossinger Motors Arena and one at the Bloomington Ice Center. The two primary RTUs at the Arena provide cooling and dehumidification. The RTU at the Bloomington Ice Center provides constant dehumidification since the facility maintains a sheet of ice nearly year-round. All of these units are original and showing excessive corrosion from the elements. In addition, the units have been repaired numerous times during their 18 years of service and utilize R-22 refrigerant, which is no longer available for purchase. This extensive repair history, combined with the R-22 refrigerant issue, provides few options. Therefore, the Departments recommend replacing the RTUs. The new units will be constructed with materials that are more weather resistant and use the latest refrigerant, which is environmentally friendly and much less expensive.

The project was advertised as Bid #2024-30 to solicit competitive bids. Bids were received until 2:00 PM on Monday, March 18, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. In accordance with the City's Local Preference Purchasing Policy, P.J. Hoerr's bid of \$6,690,600 is the apparent low bid. Due to their recent merger with Felmley-Dickerson Company of Bloomington, Broeren Russo Builders, Inc., submitted their bid as a local vendor. Their provided supporting documentation does not meet the Local Preference Purchasing Policy definition of a local vendor. 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 Fiscal Year (FY) 2024 budget included \$5 million for this project which is shown on the attached bid tab. Both bids exceed the budget by nearly \$1.7 million. The project was bid as “in-kind” replacement only, and the Departments did not include energy efficiency improvements or other unnecessary additions in the bid packet.

In addition, material shortages, supply chain issues, and other lingering effects of the COVID-19 pandemic severely impacted custom heating, ventilation, and air conditioning, and other manufacturing industries. While the design consultant anticipated high bids due to these issues, the impact appears to be more significant than anticipated during the design process and is reflected in the two bids that differ by only \$8,260. The minimal difference in bids also indicates that the design, plans, specifications, and other bid documents clearly defined the scope of work. Therefore, the design consultant and the Departments recommend moving forward with this project instead of rebidding it because the combination of the replacement requirements, lingering effects of the COVID-19 pandemic, nearly identical pricing, and clearly defined scope of work demonstrates that potential savings would be minimized if it were to be rebid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was advertised in *The Pantagraph* and *OpenGov* on February 25, 2024. A pre-bid meeting was held on February 12, 2024, at 10:00 AM.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with P.J. Hoerr, Inc. in the amount of \$6,690,600. The expense will be charged to the Arena-Buildings account (57107110-72520). The project was included in the FY 2024 Budget for \$5,000,000. The remaining balance of \$1,690,600 will be covered with a transfer from the General Fund Reserves (Fund Balance). See "Exhibit A" to the Budget Ordinance for additional account details on the Budget Amendment. Stakeholders can locate information related to this project in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 189, 230, 330, 331, and 332.

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)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

- [DOES 4B Ordinance - Budget](#)
- [DOES 4C Ordinance - Budget Exhibit A](#)
- [DOES 4D Ordinance - Agreement](#)
- [DOES 4E Agreement](#)
- [DOES 4F Bid Tab](#)

ORDINANCE NO. 2024 - _____

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

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

WHEREAS, a Budget Amendment is needed amending both the General Fund & Arena Fund Fiscal Year 2024 Budgets by \$1,690,600 each, and to transfer \$1,690,600 to the Arena Fund, as requested by the Department of Engineering Services and the Finance Department, and as shown in Exhibit A.

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

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

Section 2. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 3. 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 4. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 8th day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
10010010-40000	General	Non-Departmental Use of Fund Balance	\$ (1,690,600.00)
10019180-89871	General	General Fund Transfer-To Arena Fund	\$ 1,690,600.00
57107110-85100	Arena	Arena-From General Fund	\$ (1,690,600.00)
57107110-72520	Arena	Arena-Buildings	\$ 1,690,600.00
Net Transaction:			\$ -

ORDINANCE NO. 2024 - _____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH P.J. HOERR, INC., FOR THE ARENA RTU REPLACEMENT PROJECT (BID #2024-30), IN THE AMOUNT OF \$6,690,600

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 P.J. HOERR, INC. (CONTRACTOR), be approved for the Arena RTU Replacement (PROJECT) in the amount of \$6,690,600; and

WHEREAS, PROJECT consists of work necessary to improve existing City facilities and avoid construction of new facilities and contains a contingency line item; and

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

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

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

Section 2. The 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 8th day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH

P.J. Hoerr, Inc.

FOR

Arena RTU Replacement

THIS AGREEMENT, dated this ___ day of ___ April ____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and P.J. Hoerr, 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:
Arena RTU Replacement (Bid #2024-30) (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to VENDOR:

P.J. Hoerr, Inc.
Attn: Colin Logue
117 Merle Lane
Normal, IL 61761
colin@pjhoerr.com

Copy to:
Heyl, Royster, Voelker & Allen PC
Attn: Kenneth Davies, Esq.
300 Hamilton Blvd.
Peoria, IL 61602
KDavies@heyloyroyster.com

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 Senior Estimator

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

OVERVIEW

The City of Bloomington proposes to contract the replacement of roof top units (RTUs) at Grossinger Motors Arena located at 101 S. Madison Street. The work includes structural reinforcement of the existing structure, existing equipment removal, interior and exterior duct replacement, installation of three new RTUs and various other related items. Work also includes electrical upgrades, replacement of the roof membrane, floor drains, and other miscellaneous building improvements.

Date of Substantial Completion: It is understood and agreed that time is of the essence in this contract, and the Contractor agrees to begin actual work covered by this Contract after notification by the City of Bloomington to commence work and to prosecute the same with all due diligence to complete all work necessary to utilize the facility at full capacity in accordance with all applicable codes, regulations and industry standards on or before **December 31, 2025**. It is understood that "Completion" shall mean completion to the point of acceptance by the City of Bloomington, i.e. Substantial Completion/beneficial occupancy. Work must be completed in stages as indicated in the plans and specifications.

Completion Date: All work under this contract shall have a completion date of no later than January 23, 2026.

Other terms and conditions as outlined in the Procurement Documents.

EXHIBIT B
COSTS/FEES

Arena RTU Replacement as specified in the Plans, Specifications, Addenda & Other Related Project Documents	\$5,670,000.00
Contingency (18% of Bid)	\$1,020,600.00
<hr/>	
Total Bid	\$6,690,600.00

**ARENA RTU REPLACEMENT
 BID #2024-30**

Line Item	Description	Quantity	Unit of Measure	Broeren Russo Builders, Inc.		P.J. Hoerr, Inc.	
				Unit Cost	Total	Unit Cost	Total
1	Arena RTU Replacement as specified in the Plans, Specifications, Addenda & Other Related Project Documents	1	LS	\$5,663,000.00	\$5,663,000.00	\$5,670,000.00	\$5,670,000.00
2	Contingency (18% of Item #1)	1	LS	\$1,019,340.00	\$1,019,340.00	\$1,020,600.00	\$1,020,600.00
	Totals				\$6,682,340.00		\$6,690,600.00
	Local Preference Policy Adjustment (Evaluation Only)				\$0.00		\$50,000.00
	Local Preference Policy Adjusted Total (Evaluation Only)				\$6,682,340.00		\$6,640,600.00
	Additional cost due to the Local Preference Policy						\$8,260.00



CONSENT AGENDA ITEM NO. 7.U.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on An Ordinance Authorizing the Mayor and City Manager to Approve Vehicle and Related Equipment Purchases Using an Expedited Process through April 30, 2025, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance 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: If approved, the City would continue utilizing the expedited vehicle and related equipment purchase process which has proven to be invaluable in obtaining the necessary fleet vehicles to keep the City operational. The City Manager's spending authority would continue to be increased to include vehicle and equipment purchases greater than \$50,000 and up to the amount that funds are available. On June 26, 2023, Council approved using this process through April 30, 2024. The proposed Ordinance would extend the temporary authority through April 30, 2025.

The Department's Fleet Management Division serves as the City's in-house repair garage but also performs additional tasks for the City, such as developing specifications for vehicles and equipment, making recommendations to Council for new purchases, purchasing fuel, purchasing items for equipment fitting, and performing maintenance and repair. The COVID-19 Pandemic created supply chain issues that continue to linger and impact vehicles and related equipment purchases across the globe, and the availability of vehicles and related equipment inventory is still limited. In addition, vehicles and related equipment that are available are often difficult to obtain because of the highly competitive market and limited timeframes to commit to a purchase.

The proposed Ordinance would help alleviate these concerns. Staff consistently monitor joint purchasing contracts and stay in contact with dealers, suppliers, vendors, and other organizations in the industry to help ensure the City doesn't miss an opportunity.

The temporary authority would allow for the execution and processing of vehicle and related equipment purchases on a more expedited basis, subject to budget limitations, when time constraints do not allow staff to obtain the item by requesting approval through City Council. Staff would be required to obtain appropriate quotes, bids, or other cost information. The process would also include waiving the technical bidding requirements when it is in the best interest of the City.

Although vehicle and related equipment purchases greater than \$50,000 would not need to be presented to Council for approval, the proposed Ordinance would require the City Manager to report to Council any vehicle and related equipment purchases greater than \$50,000 that were approved by the Mayor and City Manager. The Mayor would be included as a signatory requirement for these purchases as an additional check and balance for the process. By authorizing the Mayor and City Manager to authorize these purchases, it removes administrative time from the process and expedites the purchases.

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: Carla Murillo, Procurement Manager

ATTACHMENTS:

[DOES 2B Ordinance](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROVE
VEHICLE AND RELATED EQUIPMENT PURCHASES USING AN EXPEDITED PROCESS THROUGH
APRIL 30, 2025

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

WHEREAS, the COVID-19 Pandemic created supply chain issues that continue to impact vehicle and related equipment purchases across the globe, and the availability of vehicles and associated equipment have been greatly reduced and are higher in demand; and

WHEREAS, the City is still struggling to purchase vehicles and related equipment and some prior year vehicle orders were never fulfilled; and

WHEREAS, the Bloomington City Council approved an expedited process for purchasing vehicles and related equipment on June 26, 2023, which is set to expire on April 30, 2024; and

WHEREAS, the City has experienced much greater results purchasing vehicles and related equipment utilizing this expedited process; and

WHEREAS, City Staff consistently monitor joint purchasing contracts and stay in contact with dealers, suppliers, vendors, and other organizations in the industry to help ensure the city doesn't miss opportunities; and

WHEREAS, the City Council finds it in the best interest of the City to expedite and streamline the procurement approval process associated with vehicle and related equipment purchases, including waiving the technical bidding requirement;

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. Subject to the restrictions in Section 3, the Mayor and City Manager are authorized to approve any and all documents related to the purchase of vehicles and associated equipment greater than \$50,000.

Section 3. The approval authority set forth in Section 2 shall be subject to the following conditions and restrictions:

- A. No vehicle or related equipment purchases may be approved by the Mayor and City Manager unless there are appropriated funds identified in the existing current fiscal year City budget sufficient to cover the costs of the vehicle or associated equipment purchase(s).

Section 4. The City Manager shall report to the City Council, at its regular meeting, any vehicle or related equipment purchases greater than \$50,000 that were approved by the Mayor and City Manager since the last Council meeting under the authority granted in Section 2.

Section 5. The provisions in Chapter 16 on the approval of contracts and spending authority that are in conflict with the provisions of this Ordinance are hereby suspended and superseded by the provisions of this Ordinance where in conflict and while this Ordinance is in force and effect.

Section 6. Except as provided herein, the Bloomington City code, 1960, as amended shall remain in full force and effect.

Section 7. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 8. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 9. 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 10. This Ordinance shall take effect immediately after its approval and publication as required by law and shall remain in full force and effect until April 30, 2025.

PASSED this 8th day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.V.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: Ward 6 and City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Abating the Incremental Property Tax for the Property Located at 102 South East Street, Bloomington, Illinois, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
Objective 3c. Revitalization of older commercial homes

BACKGROUND: In April 2022, the City Council approved a series of agreements with 102 South East, LLC, for the redevelopment of 102 South East Street. The specific project involved redeveloping the property into a mixed-use development, including the provision of 5,600 square feet of private office space on the ground floor with the remaining floors redeveloped into 12 different apartments consisting of 1,245 - 1,440 square feet (including a mix of apartment units and short-term rental units) each for a total investment of no less than \$4,000,000. The Developer completed construction and received their Certificate of Occupancy on July 24, 2023.

Per section 3.1 of the Redevelopment Agreement, the City agreed that, for 15 years, starting with the 2023 tax year, payable in 2024, and ending with the 2037 tax year, payable 2038, the City shall take all necessary action to abate the City's incremental Property Tax (i.e., any property tax over \$1,822.59) generated by the Property in the following year. This Ordinance will fulfill this obligation of the City by abating this incremental Property Tax for the duration of the Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This Ordinance will abate the City's portion of the property's incremental property tax any amount above \$1,822.59 each year, per the Redevelopment Agreement passed on April 27, 2022.

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: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:
[E&CD 1B Ordinance](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE ABATING THE INCREMENTAL PROPERTY TAX FOR THE PROPERTY
LOCATED AT 102 SOUTH EAST STREET, BLOOMINGTON, ILLINOIS

WHEREAS, the City of Bloomington, McLean County, Illinois (the "City"), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and

WHEREAS, the City identified certain commercial areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all the affected taxing districts and provide new job opportunities for its citizens; and

WHEREAS, 102 South East, LLC, an Illinois Limited Liability Company (hereinafter "Developer") pursuant to a Project Development Agreement ("Development Agreement") with the City dated April 27, 2022, Developer purchased and developed the parcel of land located at 102 S. East Street in Bloomington, Illinois (the "Subject Property"), with a property identification number (PIN) 21-04-345-005; and

WHEREAS, the Development Agreement contemplated certain economic incentives to the Developer, including the City's agreement to abate its Incremental Property Tax (i.e., any property tax over \$1,822.59) on the Subject Property for a period of fifteen (15) years starting with the 2023 tax year, payable in 2024, and ending with the 2037 tax year, payable in 2038; and

WHEREAS, 35 ILCS 200/18-165 et seq. of the Illinois Tax Code provides that a taxing district may, upon a majority vote of its governing authority order the clerk of the county in which the district is located to abate any portion of its taxes on certain real property; and

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and the health, safety, and welfare of its residents, for the City to support the Project and abate the City's Incremental Property Tax as set forth in the Development Agreement.

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

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

Section 2. In accordance with the Development Agreement, the City Council hereby approves and authorizes the City Manager to direct the McLean County Clerk to abate the City's Incremental Tax Increase on the Subject Property (City property tax over \$1,822.59) for each year beginning with the 2023 tax year (payable in 2024) and ending with the 2037 tax year (payable in 2038).

Section 3. If any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are

severable from the invalid parts shall remain in full force and effect

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

Section 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. (Note: City Clerk/Legal shall edit due to differing circumstances.)

PASSED this 8th day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Subject Property Legal Description

Lots 112 and 113, except the East 6 inches of Lot 112 in James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.



CONSENT AGENDA ITEM NO. 7.W.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Annual Cost for the City's Portion of the Dropbox Recycling Program between the City of Bloomington, the Town of Normal, and the County of McLean, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Annual Cost be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The City of Bloomington (City), Town of Normal (Town), and the County of McLean (County) have participated in the cost-sharing for the Dropbox Recycling Program for numerous years and the current agreement expired on December 31, 2023. The Town operates the program which supports the 2017 Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois to reduce municipal solid waste that is landfilled outside of the County. Curbside recycling is not a service that all residents of the City, Town, or County have access to, so citizens depend upon the availability of the Dropbox Recycling Program. This cooperative cost-sharing agreement is a benefit to all of the communities.

The Town has a contract with Balcones Midwest, LLC, that allows any citizen of McLean County to participate in the program. The cost-sharing will be divided so the City and County will reimburse the Town annually on or before May 31st of each year for the prior year's contract services. Each cost share is calculated as a party's proportionate share of the costs calculated by the ratio of each party's users compared to the total user of the City, Town, and County, combined. The number of users will be calculated utilizing the most recent user survey conducted by the Ecology Action Center.

After May 1, 2025, any of the parties may terminate this IGA with a 90-day written notice to the other parties.

The City received the billing for the period of May 1, 2023 - April 30, 2024, in an amount of \$67,237.43 due in Fiscal Year 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Town of Normal, County of McLean, and Ecology Action Center.

FINANCIAL IMPACT: If approved, the City will pay our share for the Annual Cost for the City's Portion of the Dropbox Recycling Program between the City of Bloomington, the Town of Normal, and the County of McLean. The City's share for FY 2024 is \$67,237.43. This is to be paid from the Solid Waste-To Town of Normal account (54404400-75040). Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on page 161. The City has funds included for FY 2025 in the same account. Stakeholders can locate this in the FY 2025 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 114.

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 NE-4 (Increase cooperation and coordination among governments, nonprofits and businesses across the region to address shared environmental issues); Goal NE-5 (Provide more efficient and sustainable municipal solid waste management), Objective NE-5.1 (Reduce the amount of waste and toxicity going to the landfill), and Objective NE-5.2 (Continue to address solid waste issues at a regional level)

Respectfully submitted for consideration.

Prepared by: Carla Murillo, Procurement Manager

ATTACHMENTS:

[LGL 1B Invoice](#)

[LGL 1C Dropbox IGA 2024](#)



INVOICE

To: CITY OF BLOOMINGTON
 ATTN:TIM GLEASON, CITY MANAGER
 109 E OLIVE ST
 BLOOMINGTON, IL 61701

Invoice No: 10722
Date: 03/08/24

Customer No: 4/4

Type: GO – INTERGOVERNMENTAL

Quantity	Description	Unit Price	Extended Price
1.00	DROP BOX RECYCLE PROGRAM 2023	67,237.43	67,237.43

Any questions, call the phone number below

Total Due: \$67,237.43

Please detach and send with remittance.

Due Date: 04/08/24
Name: CITY OF BLOOMINGTON
Customer No: 4/4
Type: GO - INTERGOVERNMENTAL
Total Due: \$67,237.43
Invoice No: 10722
Terms: Net 30 Days

Remit and make check payable to:
 TOWN OF NORMAL
 ATTN: FINANCE DEPARTMENT
 11 UPTOWN CIRCLE
 NORMAL, IL 61761 (309) 454-9516

“Committed to Service Excellence”
www.normal.org

Intergovernmental Agreement Cost sharing for Dropbox Recycling Program

This agreement (“**IGA**”) is dated May 1, 2024, and is between the Town of Normal (“**Town**”), the City of Bloomington (“**City**”), and the County of McLean (“**County**”).

The Town, the City, and the County are each a “unit of local government,” as defined under Article VII, Section 1, of the Constitution of the State of Illinois. They are each a “public agency” under the Illinois Intergovernmental Cooperation (Act, 5 ILCS 220/).

The diversion of traditional recyclables from the Town, City, and County's solid-waste stream conserves resources; it reduces dependence on exporting waste to landfills outside of McLean County; and it creates local jobs in recycling.

Residential recycling continues to be a critical strategy of the 2017 *Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois* for reducing municipal solid waste to be landfilled outside of McLean County.

The Town of Normal operates a Dropbox Recycling Program.

Curbside recycling services are not universally available to all residents of the Town, City, and County, and many residents therefore depend upon the availability of the Dropbox Recycling Program.

According to user surveys, the recycling dropboxes provided by the Town are used in nearly equal proportions by residents of the Town, City, and unincorporated areas of the County.

The parties previously entered into an intergovernmental agreement to share the costs of the Dropbox Recycling Program; that intergovernmental agreement terminated on December 31, 2023, and the parties desire to continue the cost sharing relationship.

The parties find that it would be beneficial to all of their respective citizens to continue the Dropbox Recycling Program and to share the costs of that program between the governmental bodies.

The parties, therefore, agree as follows:

1. Operation of Dropbox Program.

- 1.1. The Town will operate the Dropbox Program in accordance with the contract dated May 1, 2024, between the Town and Balcones Midwest, LLC (“**Dropbox Service Contract**”) attached as Appendix 1.
- 1.2. The Town will allow any resident of McLean County to participate in the Dropbox Recycling Program.

2. Cost sharing.

- 2.1. The cost sharing for the Dropbox Program will be split such that the City and the County shall each reimburse the Town for that party's proportionate share of the costs incurred by the Town under the Dropbox Service Contract.

2.1.1. A party's proportionate share of the costs under section 2.1 will be determined by the ratio of that party's users compared to the total users of the City, Town, and County, combined. The number of users will be determined by the most recent user survey conducted by the Ecology Action Center after the execution of this IGA. Users of the County will be the residents of the County who are not residents of the City or the Town.

2.2. On or before May 31, 2025 and each May 31 thereafter, the Town will deliver to the City and the County an invoice setting forth the costs incurred by the Town under the Dropbox Service Contract for the prior Dropbox Service Contract contract year (May 1 – April 30). The City and the County shall reimburse the Town, as set forth in section 2.1, within 60 days after the invoice date. The Town, upon request, shall provide the City and the County with documentation supporting the reimbursement amount in the invoice.

3. Term and termination.

3.1. The term of this IGA begins on the date set forth in the introductory clause and continues through the date that the Town has received payment under section 2.2 from both the City and the County for the period ending April 30, 2027.

3.2. After May 1, 2025, any party may terminate this IGA with 90 days' written notice to the other parties. Upon such a termination, the Town shall, on or after the termination date, deliver to the City and County an invoice setting forth the costs of services to be incurred through the termination date. The City and the County shall reimburse the Town, as set forth in section 2.1, within 60 days after the invoice date. This reimbursement requirement extends after the termination of the agreement under this section 3.2 and remains in effect until fulfilled.

3.3. If Town terminates the Dropbox Service Contract because the City or the County terminated this IGA, then that party terminating this IGA shall reimburse the Town for any termination charges incurred under section 14 of the Dropbox Service Contract. The termination charges will be prorated to each party terminating this IGA. The reimbursement for the termination charges will be included in the invoice under section 3.2.

4. Amendments. This IGA may be amended only by a written agreement of the parties that identifies itself as an amendment to this IGA.

5. Third parties. Nothing in this IGA is intended to confer any right or remedy on any person other than the parties, nor is anything in this IGA intended to affect or discharge any obligation or liability of any third persons to the parties, nor to give any such third person any right of action or subrogation against the Parties.

6. Final agreement. This IGA constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this IGA. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this IGA are expressly merged into and superseded by this IGA. The provisions of this IGA may not be explained, supplemented, or qualified through evidence of prior trade usage or a prior course of dealing. In entering into this IGA, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this IGA. There

are no conditions precedent to the effectiveness of this IGA other than those expressly stated in this IGA.

- 7. **Surviving provisions.** Any term of this IGA that, by its nature, extends after the end of the IGA, whether by expiration or termination, remains in effect until fulfilled.
- 8. **Counterparts.** This IGA may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which, together, constitute the same instrument. If any signature is delivered by facsimile or by email of a “.pdf” format data file, then that signature creates a valid and binding obligation of that party with the same force and effect as if the facsimile or “.pdf” signature page were an original.

The parties are signing this agreement as of the date set forth in the introductory clause.

County of McLean	City of Bloomington	Town of Normal
By: _____ County Board Chairman	By: <i>Mhoke Mwirambaye</i> Mayor 2/27/2024 5:34 PM CST	By: _____ President, Board of Trustees
Attest:	Attest: <i>Leslie Smith-Yam</i>	Attest:
By: _____ County Clerk	By: _____ City Clerk 2/27/2024 9:35 PM CST	By: _____ Town Clerk





REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance to Adopt and Appropriate the Fiscal Year 2025 (Beginning May 1, 2024, and Ending April 30, 2025) Budget, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City Code requires the adoption of an annual appropriation ordinance. The proposed budget was presented to Council on March 11, 2024. A Public Hearing was conducted on March 25, 2024. The proposed budget was made available in two budget books. The first book presents a full overview of the budget and focuses on the City's General Fund while the second book presents each Non-General Fund in addition to the proposed Capital Improvement Program.

This budget incorporates the City's Strategic Plan Goals:

- *Goal 1: Financially Strong City Providing Quality Basic Services*
- *Goal 2: Upgrade Infrastructure and Facilities*
- *Goal 3: Strong Neighborhoods*
- *Goal 4: Grow the Local Economy*
- *Goal 5: Great Place - Livable, Sustainable City*
- *Goal 6: Prosperous Downtown*

Donations of \$45K to the McLean County Museum of History were removed from the Proposed Budget totals due to a personal tie Council Member Cody Hendricks has with the operations of the museum. Instead, this donation will be presented and considered separately by Council as an Amendment to the Fiscal Year ("FY") 2025 budget, immediately following the Adoption. If approved, staff intend to include the donation in the final FY 2025 totals in all published documents.

The Citywide FY 2025 Budget is \$331.7M which is a 14% increase over the FY 2024 Adopted Budget of \$290.1M and includes \$88.5M in Capital Projects. The General Fund, which is 43% of the total budget, FY 2025 Budget is \$143.1M which is an 11% increase from the FY 2024 Adopted Budget of \$129.1M.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Public Hearing was

advertised in *The Pantagraph* on March 12, 2024, and was held on March 25, 2024. In addition to the Proposed Budget presentation on March 11, 2024, public budget discussion on the City Manager's Proposed Budget was also undertaken during the Council meetings on February 12, 2024, and February 26, 2024.

FINANCIAL IMPACT: The FY 2025 Proposed Budget for the City's 29 funds is \$331,623,992 (excluding \$45K for the McLean County Museum).

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

ATTACHMENTS:

[FIN 2B Ordinance](#)

[FIN 2C Ordinance Exhibit A](#)

ORDINANCE NO. 2024 - _____

CONSIDERATION AND ACTION ON AN ORDINANCE TO ADOPT AND APPROPRIATE THE FISCAL YEAR 2025 (BEGINNING MAY 1, 2024, AND ENDING APRIL 30, 2025) BUDGET

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

WHEREAS, the City desires to make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2024, and ending April 30, 2025, for the City of Bloomington, McLean County, Illinois.; and

WHEREAS, passage of the Budget Document shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4; and

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

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

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

Section 2. That the amounts as listed in Exhibit A, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Board of Election Fund, Drug Enforcement Fund, Community Development Fund, IHDA, Library Maintenance and Operation Fund, Library Fixed Asset Replacement Fund, Park Dedication Fund, Empire St. Corridor TIF, Downtown Southwest TIF, Downtown East Washington TIF, General Bond and Interest Fund, Arena Bond Redemption, Multi-Project Bond Redemption, Capital Improvement Fund, Capital Improvement (Asphalt and Concrete) Fund, Capital Lease Fund, Water Fund, Sanitary Sewer Fund, Storm Water Fund, Solid Waste Fund, Abraham Lincoln Parking Fund, Golf Fund, Arena Fund, Casualty Fund, Employee Insurance & Benefits Fund, Retiree Health Care Fund, and the J.M. Scott Health Care Trust Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2024 and ending April 30, 2025.

Section 3. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2025, a copy of which is available at the City Clerk's Office and incorporated by reference. (NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2025, published in book form, copies of which are available for inspection at the Bloomington Public Library, and other places throughout the City including the City's website at cityblm.org.)

Section 4. That all sums of money not needed for immediate specific purposes may be invested in City of Bloomington Tax Warrants, Tax Sale Certificate, or Notes of Indebtedness, General Water, Parking or Sewer Revenue Bonds, in securities of the Federal Government, in Federal Insured Savings and Loan Associations, Certificates of Deposit in Commercial Banks,

or other instruments as allowed by law.

Section 5. Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the 1970 Illinois Constitution, the Finance Director, with the concurrence of the City Manager is authorized to revise the annual budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

Section 6. If any section, subdivision, sentence, or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 7. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

Section 8. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 9. 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 10. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 8th day of April 2024.

APPROVED this ___ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON, IL
 FY 2025
 PROPOSED BUDGET
 SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
 (ALL FIGURES PROVIDED ARE ESTIMATES)

Fund	Budgetary Fund Balance 4/30/2023	FY 2024 Projected Revenues	FY 2024 Projected Expenditures	Projected Budgetary Fund Balance 4/30/2024 ^A	Projected Fund Balance Percent	FY 2025 Adopted Revenues	FY 2025 Adopted Expenditures	Net Changes to Fund Balance ^B	Projected Fund Balance Ending 4/30/2025	Projected Fund Balance Percent	Projected Fund Balance 24-25
General Fund	\$ 51,716,959	\$ 136,791,011	\$ 136,317,509	\$ 52,190,460	38.29%	\$ 143,044,385	\$ 143,044,385	\$ (8,733,072)	\$ 43,457,388	30.38%	\$ -16.73%
General Fund Total:	\$ 51,716,959	\$ 136,791,011	\$ 136,317,509	\$ 52,190,460	38.29%	\$ 143,044,385	\$ 143,044,385	\$ (8,733,072)	\$ 43,457,388	30.38%	\$ -16.73%
Special Revenue:											
Motor Fuel Tax	\$ 24,947,059	\$ 4,055,700	\$ 1,130,500	\$ 27,872,259	2465.48%	\$ 32,952,358	\$ 32,952,358	\$ (27,812,451)	\$ 59,808	0.18%	\$ -99.79%
Board of Elections	\$ 801,484	\$ 603,437	\$ 736,860	\$ 668,061	90.66%	\$ 884,327	\$ 884,327	\$ (194,853)	\$ 473,208	53.51%	\$ -29.17%
Drug Enforcement	\$ 1,308,188	\$ 226,164	\$ 70,838	\$ 1,463,514	2066.00%	\$ 274,098	\$ 274,098	\$ (106,098)	\$ 1,357,416	495.23%	\$ -7.25%
Community Development	\$ 3,283	\$ 981,369	\$ 981,369	\$ 3,283	0.33%	\$ 1,990,693	\$ 1,990,693	\$ -	\$ 3,283	0.16%	\$ 0.00%
IHDA Single Family Owner Occupied Rehabilitation	\$ 3,200	\$ 205,261	\$ 205,261	\$ 3,200	100.00%	\$ 239,760	\$ 239,760	\$ -	\$ 3,200	1.33%	\$ 0.00%
Library	\$ (1,514,850)	\$ 12,513,944	\$ 8,346,211	\$ 2,652,883	31.79%	\$ 7,749,653	\$ 7,749,653	\$ 94,200	\$ 2,747,083	35.45%	\$ 3.55%
Library Fixed Asset	\$ 944,285	\$ 40,000	\$ 7,855	\$ 976,430	12430.69%	\$ 106,000	\$ 106,000	\$ (81,000)	\$ 895,430	844.75%	\$ -8.30%
Park Dedication	\$ 830,555	\$ 81,997	\$ -	\$ 912,552	0.00%	\$ 403,715	\$ 403,715	\$ (363,982)	\$ 548,570	135.88%	\$ -39.89%
Empire St. Corridor TIF	\$ 479,037	\$ 455,541	\$ 228,854	\$ 705,723	308.37%	\$ 574,961	\$ 574,961	\$ 299,961	\$ 1,005,683	0.00%	\$ 0.00%
Downtown Southwest TIF	\$ (218,539)	\$ 10,358	\$ -	\$ (208,181)	0.00%	\$ 29,508	\$ 29,508	\$ 27,108	\$ (181,073)	0.00%	\$ -13.02%
Downtown East Washington TIF	\$ (193,983)	\$ 51,310	\$ 38,085	\$ (180,757)	-474.62%	\$ 72,309	\$ 72,309	\$ (10,921)	\$ (191,678)	0.00%	\$ 6.04%
Special Revenue Total:	\$ 27,389,719	\$ 19,225,080	\$ 11,745,833	\$ 34,868,967	296.86%	\$ 45,277,382	\$ 45,277,382	\$ (28,148,036)	\$ 6,720,931	14.84%	\$ -80.73%
Debt Service:											
General Bond and Interest	\$ 3,460,455	\$ 2,718,300	\$ 3,496,714	\$ 2,682,041	76.70%	\$ 3,380,102	\$ 3,380,102	\$ 767,471	\$ 3,449,512	102.05%	\$ 28.62%
Arena Bond Redemption	\$ 1,721,216	\$ 1,888,951	\$ 1,738,468	\$ 1,871,699	107.66%	\$ 1,951,086	\$ 1,951,086	\$ 112,869	\$ 1,984,568	101.72%	\$ 6.03%
Multi-Project Bond Redemption	\$ 1,124,412	\$ 1,244,788	\$ 1,135,740	\$ 1,233,460	108.60%	\$ 1,212,480	\$ 1,212,480	\$ (1,212,480)	\$ 20,980	1.73%	\$ -98.30%
Debt Service Total:	\$ 6,306,083	\$ 5,852,038	\$ 6,370,921	\$ 5,787,200	90.84%	\$ 6,543,668	\$ 6,543,668	\$ (332,140)	\$ 5,455,060	83.36%	\$ -5.74%
Capital Projects:											
Capital Improvement	\$ 2,520,694	\$ 4,996,458	\$ 5,341,629	\$ 2,175,523	40.73%	\$ 10,951,851	\$ 10,951,851	\$ (1,611,051)	\$ 564,472	5.15%	\$ -74.05%
Capital Lease	\$ (2,653,177)	\$ 1,857,979	\$ 1,857,979	\$ (2,653,177)	-142.80%	\$ 1,637,706	\$ 1,637,706	\$ -	\$ (2,653,177)	-162.01%	\$ 0.00%
Capital Improvement (Asphalt & Concrete)	\$ (527,254)	\$ 10,533,697	\$ 10,000,000	\$ 6,444	0.06%	\$ 11,997,021	\$ 11,997,021	\$ 1,997,021	\$ 2,003,465	16.70%	\$ 30990.69%
Capital Project Total:	\$ (659,736)	\$ 17,388,134	\$ 17,199,608	\$ (471,210)	-2.74%	\$ 24,586,578	\$ 24,586,578	\$ 385,970	\$ (85,240)	-0.35%	\$ -81.91%
Enterprise:											
Water	\$ 15,236,551	\$ 21,181,670	\$ 32,852,256	\$ 3,565,965	10.85%	\$ 41,557,485	\$ 41,557,485	\$ (3,123,587)	\$ 442,378	1.06%	\$ -87.59%
Sewer	\$ 2,090,849	\$ 11,234,772	\$ 12,381,816	\$ 943,804	7.62%	\$ 16,146,577	\$ 16,146,577	\$ 337,486	\$ 1,281,291	7.94%	\$ 35.76%
Storm Water	\$ 2,079,157	\$ 7,345,272	\$ 8,176,852	\$ 1,247,577	15.26%	\$ 12,223,578	\$ 12,223,578	\$ 1,160,820	\$ 2,408,397	19.70%	\$ 93.05%
Solid Waste	\$ 2,647,342	\$ 8,660,403	\$ 9,953,039	\$ 1,354,706	13.61%	\$ 8,848,000	\$ 8,848,000	\$ 155,759	\$ 1,510,464	17.07%	\$ 11.50%
Abraham Lincoln Parking Deck	\$ 71,087	\$ 1,562,204	\$ 1,540,210	\$ 93,081	6.04%	\$ 455,000	\$ 455,000	\$ 58,456	\$ 151,537	33.30%	\$ 0.00%
Golf Courses	\$ 314,093	\$ 4,248,815	\$ 4,217,394	\$ 345,514	8.19%	\$ 2,917,666	\$ 2,917,666	\$ (25,768)	\$ 319,746	10.96%	\$ 0.00%
Bloomington Arena	\$ 3,865,360	\$ 8,022,324	\$ 11,177,754	\$ 709,930	6.35%	\$ 8,861,393	\$ 8,861,393	\$ (278,934)	\$ 430,996	4.86%	\$ -39.29%
Enterprise Total:	\$ 26,304,439	\$ 62,255,459	\$ 80,299,320	\$ 8,260,578	10.29%	\$ 91,009,700	\$ 91,009,700	\$ (1,715,769)	\$ 6,544,809	7.19%	\$ -20.77%
Internal Service Fund:											
Casualty Insurance	\$ 3,592,128	\$ 5,276,502	\$ 4,951,624	\$ 3,917,006	79.11%	\$ 5,324,250	\$ 5,324,250	\$ 93,959	\$ 4,010,964	75.33%	\$ 2.40%
Employee Insurance and Benefits	\$ 2,940,504	\$ 12,172,950	\$ 12,102,950	\$ 3,010,504	24.87%	\$ 13,202,650	\$ 13,202,650	\$ 70,000	\$ 3,080,504	23.33%	\$ 2.33%
Employee Retiree Group Healthcare	\$ 372,052	\$ 1,818,933	\$ 1,814,934	\$ 376,051	20.72%	\$ 1,846,616	\$ 1,846,616	\$ 4,000	\$ 380,051	20.58%	\$ 1.06%
Internal Service Fund Total:	\$ 6,904,685	\$ 19,268,385	\$ 18,869,508	\$ 7,303,561	38.71%	\$ 20,373,516	\$ 20,373,516	\$ 167,959	\$ 7,471,520	36.67%	\$ 2.30%
Fiduciary:											
JM Scott Total	\$ 14,935,784	\$ 785,003	\$ 785,003	\$ 14,935,784	1902.64%	\$ 788,764	\$ 788,764	\$ -	\$ 14,935,784	1893.57%	\$ 0.00%
Fiduciary Fund Total:	\$ 14,935,784	\$ 785,003	\$ 785,003	\$ 14,935,784	1902.64%	\$ 788,764	\$ 788,764	\$ -	\$ 14,935,784	1893.57%	\$ 0.00%
Total:	\$ 132,897,932	\$ 261,565,112	\$ 271,587,703	\$ 122,875,341	45.24%	\$ 331,623,992	\$ 331,623,992	\$ (38,375,088)	\$ 84,500,253	25.48%	\$ -31.23%

A Budgetary Fund Balance is similar to cash basis except short term payables and receivables are taken into account.
B Net use of fund balance column depicts uses or additions to fund balance reserves.



REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2025, Related to the McLean County Museum of History, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The McLean County Museum of History is an asset to the City's Downtown, serving as an attraction for visitors and providing the invaluable service of preserving the history of the area. As such, the City provides annual donations in support of its operations - and has incorporated those donations in the annual budget appropriation.

As Councilmember Cody Hendricks has a personal tie to the operations of the museum, the annual donation of \$45,000 was excluded from the Fiscal Year ("FY") 2025 Appropriation submitted to Council for approval. This donation is therefore being submitted for approval separately, as an amendment.

If the Amendment is approved, it is the intention of staff to include the donation in the final FY 2025 totals in all published documents: given the annual FY 2025 Appropriation of \$331,623,992 is adopted as presented, this amendment will result in a final FY 2025 Budget total of \$331,668,992.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If the Ordinance approving the Budget Amendment of \$45,000 is approved, the final FY 2025 Adopted Budget for the City's 29 funds will be \$331,668,992. The Ordinance and Exhibit follow this memo. The Exhibit lists the accounts to be adjusted to include the \$45,000 Budget Amendment.

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

ATTACHMENTS:

[FIN 3C Ordinance](#)

[FIN 3C Ordinance Exhibit A](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2025, RELATED TO THE MCLEAN COUNTY MUSEUM OF HISTORY

WHEREAS, on April 8, 2024, by Ordinance Number 2024-____, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2024, and Ending April 30, 2025, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April __, 2024; and

WHEREAS, a Budget Amendment is needed in the amount of \$45,000 for the City's annual donation to the McLean County Museum of History.

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

Section 1. Ordinance Number 2024-____ (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2025) is further hereby amended by inserting the following line items and amount presented in Exhibit A and in the appropriate place in said Ordinances.

Section 2. Except as provided for herein, Ordinance Number 2024-____ shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2024-____.

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 be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 8th day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2025 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
10010010-40000	General	Use of Fund Balance	\$ (45,000.00)
10019170-75028	General	McLean County Museum of History	\$ 45,000.00
Net Transaction:			\$ -



REGULAR AGENDA ITEM NO. 8.C.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on A Resolution Adopting the Downtown for Everyone Streetscape Program Report Volumes 1-3, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

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

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: As the below linked final Report says, "the Downtown for Everyone Streetscape Program represents a roadmap for making a generational investment in Downtown Bloomington with tremendous potential to transform the way people experience the "heart of the City." It is an expansive plan that comes as a result of a year and a half of work to create a way forward for the continued revitalization of Downtown and, just as importantly, to make what will be necessary improvements to critical Downtown infrastructure. The plan captures what the public has clearly said that it wants to see IF the City chooses to put forward a Downtown streetscape and infrastructure plan based on months of meetings and gathering input from advocacy groups, service clubs, the business community, Illinois Department of Transportation (IDOT), and utility companies. Plans were vetted through public meetings, personal conversations, steering committee work and through the web where thousands of people at a minimum visited the project website and hundreds made their voices heard through voting on specific design options and styles.

With streetscape plans, much of the discussion is about what is seen above ground - new sidewalks, outdoor dining, spaces, lighting, and designs. However, at its core, this is a traditional infrastructure project with almost 40 cents of every dollar committed to rebuilding streets, replacing and lining sewers, water mains, separating combined sewers, drainage, and other similar work. This work will help reduce flooding in the community, help reduce the number of sewer backups, and protect public health. Much of it is work we would have to do within the next 20 years regardless of whether this streetscape project happens.

We've heard the question of "why do this" when we need to spend money in other parts of the community, and it should be noted that we will. Next year's budget includes \$77.1

million for streets, stormwater, sewer, and water projects outside of this program, a number that includes \$10 million for streets and sidewalks alone. This amount is in addition to the more than \$100 million that IDOT has said they will invest in local roadway projects.

By approving the plan, Council is not committing to all of it at once as each individual project will appear before Council for consideration.

View the [Downtown for Everyone Program Report by Volume](#).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public advocacy groups, members of the public which included more than 10,000 visits to the website (downtownforeveryone.com), the Illinois Department of Transportation, downtown residents and businesses.

FINANCIAL IMPACT: The plan provides an overall cost estimate and cost estimates for each phase of implementation; however, the overall financial impact will not be known as the city intends to pursue grant funding where applicable.

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 N-1 (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.1 (Enhance the livability of all Bloomington neighborhoods); Goal N-2 (Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods), Objective N-2.3 (Enhance Bloomington's Public realm); Goal ED-1 (Ensure a broad range of employment opportunities), Objective ED-1.2 (Leverage community assets in attracting business); Goal D-1 (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all), Objective D-1.2 (Pursue catalyst projects that can serve as additional Downtown anchors); Goal D-2 (Market and promote the unique brand and image of Downtown Bloomington), Objective D-2.1 (Identify and designate gateways to Downtown); Goal D-4 (A clean and safe Downtown), Objective D-4.1 (Improve and promote Downtown as a clean and safe place); and Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core)

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Deputy City Manager

ATTACHMENTS:
[ADM 2B Resolution](#)

RESOLUTION NO. 2024 - _____

A RESOLUTION ADOPTING THE DOWNTOWN FOR EVERYONE STREETScape PROGRAM
REPORT VOLUMES 1-3

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

WHEREAS, Downtown Bloomington with its strong history, character, and diversity of retail, restaurant, residential, commercial, and organizational entities represents a foundational attribute for the community; and

WHEREAS, Recognizing that the downtown was in need of significant infrastructure and streetscaping investment, as success of the community relies in part on having a successful, destination downtown, the City of Bloomington in August 2022 authorized Crawford, Murphy, & Tilly, Inc. to begin development of a plan for the "Downtown Streetscape Project - Concept Design;" and

WHEREAS, The City's intent for this high-level plan was to develop a multi-year program that implements recommendations for Downtown Bloomington from the "City of Bloomington Comprehensive Plan 2035," as well as from the City's adopted "Downtown Bloomington Task Force Report," "Downtown Bloomington Strategy" planning documents, and additional public input; and

WHEREAS, The resulting Downtown for Everyone Streetscape Report represents a generational investment in Downtown Bloomington with tremendous potential to transform the way people experience the "heart of the City"; and

WHEREAS, This central business district will connect to surrounding neighborhoods from vibrant pedestrian corridors to new public spaces for concerts to new opportunities for outdoor dining; and

WHEREAS, The implementation of this program will provide immediate quality of life improvements to visitors and residents alike and should also provide the engine for major economic development both Downtown and throughout the community; and

WHEREAS, This Report provides City decision makers with a clear, phased road map for the complete revitalization of public spaces, as well as under and above ground infrastructure throughout Downtown Bloomington and adjoining neighborhoods.

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

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

Section 2. The City of Bloomington hereby adopts the Downtown For Everyone Streetscape Program Report, Volumes 1-3, as the official plan for the future revitalization of Downtown Bloomington.

Section 3. Each project as defined herein shall be separately considered, approved, amended, or rejected based on future community needs or municipal priorities.

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

PASSED this 8th day of April 2024.

APPROVED this _____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 8.D.

FOR COUNCIL: April 8, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on (1) An Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024; and (2) a Resolution Approving an Agreement with Crawford, Murphy & Tilly, Inc., for the Development of Construction Drawings for the North Main Street Project as Part of the Downtown for Everyone Program, in the Amount Not to Exceed \$1,050,000 and a Change Order in the Amount Not to Exceed \$100,000, as requested by the Department of Operations & Engineering Services and the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance and Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks
Objective 5e. More attractive city: commercial areas and neighborhoods
Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: If approved, the City will enter into an agreement with Crawford, Murphy & Tilly (CMT) for construction plans and associated work for the North Main Street Project as part of the Downtown for Everyone Program. On August 23, 2022, Council approved an agreement with CMT to develop an overall streetscaping concept and multi-year implementation plan based on recommendations from the City's Comprehensive Plan, Downtown Bloomington Task Force Report, and other City plans, along with public input. This multi-year plan is called the Downtown for Everyone Program. In addition, if approved, the original August 2022 Agreement will be increased from \$750,000 to a total of \$850,000 to bring it to completion while the construction agreement has been reduced by the same amount.

The Departments are recommending the North Main Street Project as the first project to be designed and constructed under the Program. The project includes North Main St., from Jefferson St. to Locust St. The project area presents a unique opportunity to make an immediate impact in Downtown because it includes many popular restaurants and shops. In addition, the intersection of Main St. and Mulberry St. is a low point of Downtown that sits over top of two large, combined sewers. This creates an ideal location to provide storm water detention under the plaza area, providing some immediate relief to reduce potential future flooding downstream on the west side of the City. Finally, the implementation of this particular project is made easier because the limits are under complete ownership of the City, which means that coordination with outside agencies would be minimized. The

combination of these opportunities provides a terrific jumpstart towards spurring increased economic activity and urban vibrancy in the City's economic core.

Under the proposed agreement, CMT will complete the detailed design and develop the associated construction documents necessary to bring the Program's first project to construction. Following an anticipated bid opening in January 2025 to construct the project, an award to the low-bid construction contractor and an agreement with a consultant for construction engineering and inspection will be brought to Council for consideration. The Department will review construction engineering and inspection consultants at that time to determine the best fit.

The proposed project will include reconstructing North Main St., from Jefferson St. to Locust St., and the following streetscape and infrastructure improvements:

- Wider sidewalks and shorter, more-well-defined crosswalks to increase walkability for pedestrians;
- Improvements to increase compliance with the Americans with Disabilities Act (ADA) and significantly improve overall accessibility;
- Larger, non-street areas for outdoor activities such as outdoor dining, sidewalk sales, and public events and activities;
- Storm water detention facilities and combined sewer separation to reducing flooding Downtown as well as areas of the west side located downstream; and
- A plaza from Mulberry St. to Locust St. with additional parking capacity that can be easily converted to an activity space with amphitheater seating, decorative lighting, and controlled vehicle access via retractable bollards.

The requested change order to the August 22 agreement is in large part an accounting amendment. It is being recommended in the interest of transparency because of when the work being covered was performed. To be clear, there was more work to gather additional public input, required meetings with Illinois Department of Transportation (IDOT) and stakeholders, and to keep the public and council informed than was included in the original project scope of the first agreement. However, much of the work would have had to be done and paid for in this 2nd agreement were it not already completed, to get to a point where the feasibility of this recommended first project could be determined and needs identified.

For example, adding the design of the BCPA/Douglas Lots and associated parking to accommodate changes to core parking to the program weren't in original contract scope. Neither was initiating detailed design of Main Street/North Main Plaza projects to include storm water detention design and structural design in order to verify feasibility of those project components.

CMT has reduced the cost of this design contract by the same amount in recognition that parts of this work have been completed.

The City issued a Request for Statement of Qualifications (RFQ #2022-04) Downtown Bloomington Streetscape Improvements on July 9, 2021. A committee of City staff made up of representatives from Administration, Economic & Community Development, Facilities, Procurement, and Public Works reviewed, interviewed, and ranked the professional firms who submitted interest in providing professional services for this project. The committee

performed a qualification-based selection process and determined Crawford, Murphy & Tilly to be the most qualified firm to do the work and best met the City's needs. A contract with CMT was then approved by Council on August 23, 2022. Staff are recommending continuing to utilize CMT for the North Main Street Project based on the previous RFQ (Request for Proposals) process, and their experience with the Downtown for Everyone Program Concept Design Study to seamlessly continue the coordination and collaboration between City staff and the design team as the project moves forward from concept to reality.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: As part of the Downtown for Everyone Program, the design team organized a steering committee and consulted committee members regularly. In addition, the design team held two public open house meetings to obtain community feedback and created a program website (downtownforeveryone.com) to share program information and allow additional opportunities for public input, resulting in over 10,000 visits. The design team met with various groups/organizations such as the Illinois Department of Transportation (IDOT), McLean County, Connect Transit, the McLean County Museum of History, public utilities, and public advocacy groups and well as residents and business owners.

FINANCIAL IMPACT: If the Budget Amendment and Resolution are approved, the City will enter into an agreement with Crawford, Murphy & Tilly, Inc. (CMT), in an amount not to exceed \$1,050,000 and the August 2022 agreement will be increased by \$100,000. This agreement and change order, if approved, are being sourced from General Fund Reserves (Fund Balance). CMT will be paid from the Capital Improvement-Architectural & Engineering Services for Capital account (40100100-70051) after a transfer from the General Fund for the same amount is processed. The specific accounts adjusted via the budget amendment can be viewed on the "Exhibit A" to the Budget Ordinance.

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-1.2 (Data-driven transportation infrastructure policy and management), Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network); Goal D-2 (Market and promote the unique brand and image of Downtown Bloomington), Objective D-2.1 (Identify and designate gateways to Downtown); and Goal D-5 (Continue to develop a multi-modal transportation network in Downtown), Objective D-5.2 (Enhance the walkability and bikeability within and to Downtown and facilitate access to car-sharing and bicycle sharing services in the Downtown district)

Respectfully submitted for consideration.

Prepared by: Phil Allyn, Traffic Engineer

ATTACHMENTS:

DOES 7B Ordinance

DOES 7C Ordinance Exhibit A

DOES 7D Resolution

DOES 7F Location Map

DOES 7E Agreement

ORDINANCE NO. 2024 - _____

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

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

WHEREAS, a Budget Amendment is needed amending both the General Fund & Capital Improvement Fund Fiscal Year 2024 Budgets by \$1,150,000 each, and to transfer \$1,150,000 to the Capital Improvement Fund, as requested by the Department of Engineering Services and the Finance Department, and as shown in Exhibit A.

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 Council hereby approves a Budget Amendment amending both the General Fund and Improvement Fund Year 2024 budgets by \$1,150,000 each, and further approves a transfer of \$1,150,000 to the Capital Improvement Fund.

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 8th day of April 2024.

APPROVED this ____ day of April 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2024 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
10010010-40000	General	Non-Departmental Use of Fund Balance	\$ (1,150,000.00)
10019180-89410	General	General Fund Transfer-To Capital Improvement Fund	\$ 1,150,000.00
40100100-85100	Capital Improvement	Capital Improvement-From General Fund	\$ (1,150,000.00)
40100100-70051	Capital Improvement	Capital Improvement-Architectural & Engineering Service for Capital	\$ 1,150,000.00
Net Transaction:			\$ -

RESOLUTION NO. 2024 - _____

A RESOLUTION APPROVING AN AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC., REGARDING THE NORTH MAIN STREET STREETScape PROJECT IN THE AMOUNT OF \$1,050,000 AND APPROVING A CHANGE ORDER TO THE AUGUST 23, 2022 AGREEMENT FOR THE DOWNTOWN STREETScape CONCEPT DESIGN IN THE AMOUNT OF \$100,000

WHEREAS, the City of Bloomington ("City") has previously authorized an agreement with Crawford, Murphy, and Tilly, Inc. ("CMT") for the Downtown Streetscape Project Concept Design resulting in the development of the Downtown for Everyone Program after completing the Request for Statement of Qualifications process; and

WHEREAS, the City desires to begin implementation of the Downtown for Everyone Program with the development of detailed design and construction drawings for the North Main Street Project which extends from Jefferson St. to Locust St.; and

WHEREAS, the City has determined that CMT is the most qualified firm to complete this design work for the North Main Street Project due to familiarity with the project, and quality services provided under the Concept Design Agreement; and

WHEREAS, the City Council finds it to be in the best interests of the City to approve an agreement with CMT for the North Main Street Project design services; and

WHEREAS, on August 23, 2022, the City approved the original agreement with CMT for the Downtown Streetscape Project Concept Design and has encumbered \$750,000.00 of budgeted funds for this, which has been utilized by CMT and will require additional funds for additional work unforeseen at the time of the original agreement and to do preparation work for the next phase; and

WHEREAS, it is desired to proceed by extending the August 23, 2022 CMT agreement through a change order for a total contract amount of \$850,000 with the additional \$100,000 being added by change order; and

WHEREAS, the change order is germane to the original contract as signed and is in the best interest of the City and authorized by the law; and

WHEREAS, the City Council finds it to be in the best interests of the City to approve an agreement with CMT for Design of the North Main Street Project in an amount not to exceed \$1,050,000 and a change order to the original \ Downtown Streetscape Project Concept Design Agreement in the amount of \$100,000 for a total of \$850,000.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute any necessary documents to effectuate said agreement and change order.

PASSED this 8th day of April 2024.

APPROVED this ____ day of April 2024.

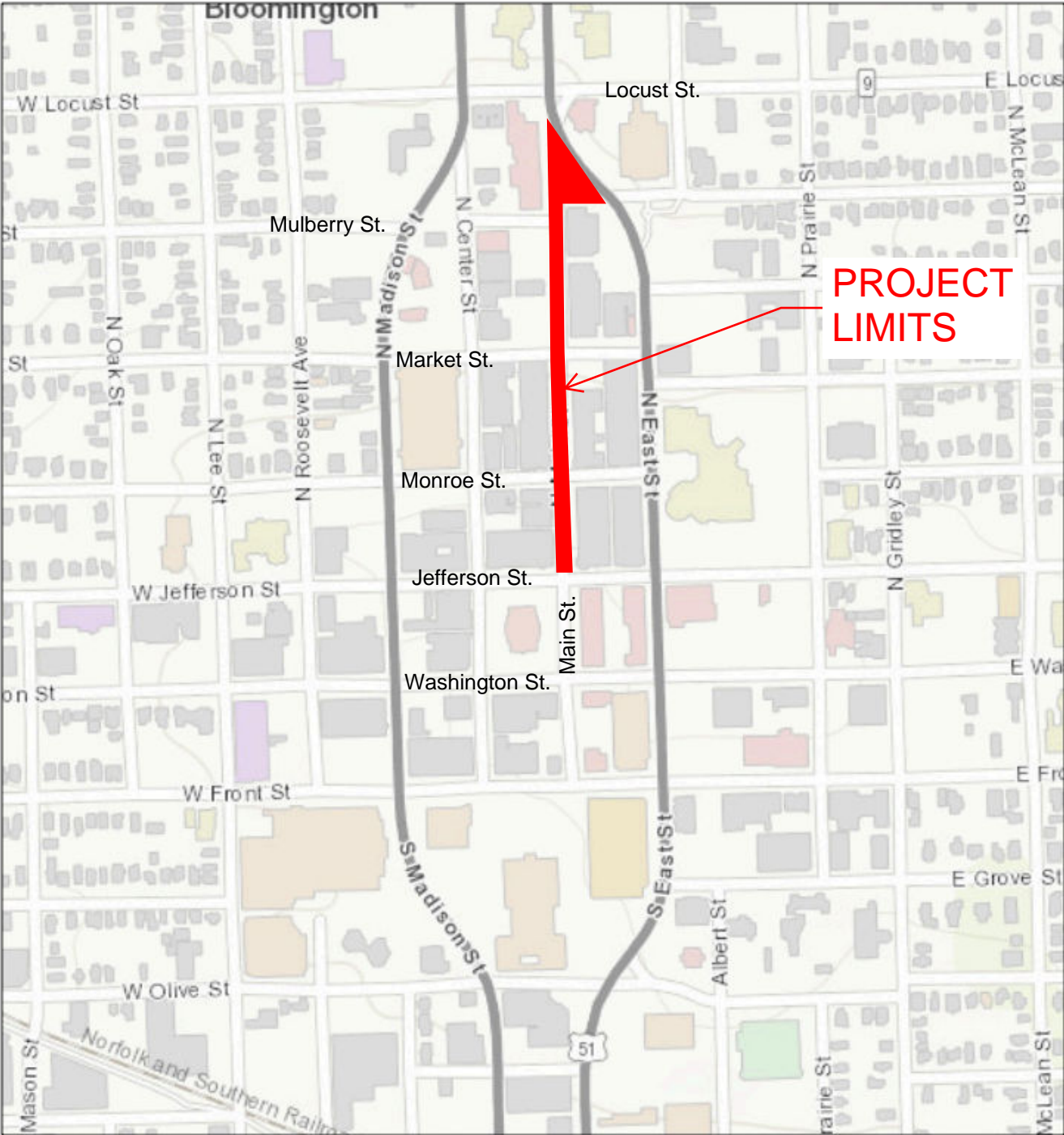
CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

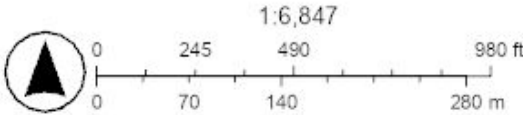
Amanda Stutsman, Deputy City Clerk

North Main Street Project Limits



PROJECT LIMITS

April 2, 2024



McGIS-McLean County GIS, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

CITY OF BLOOMINGTON AGREEMENT WITH

FOR

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

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

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to VENDOR:

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

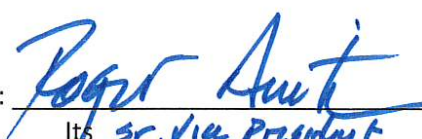
By:  _____
Its sr. vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES

Exhibit D



PROPOSAL
FOR
DOWNTOWN FOR EVERYONE PROGRAM
NORTH MAIN STREET PROJECT
CITY OF BLOOMINGTON, ILLINOIS

CMT Project No.: 22004469.01

Prepared by:



Crawford, Murphy & Tilly, Inc.
2750 W. Washington Street
Springfield, IL 62702

INTRODUCTION

A. PROGRAM BACKGROUND

Under the original contract (“Downtown Streetscape Project – Concept Design”, dated 08/23/22), Crawford, Murphy, & Tilly, Inc. (CMT) was engaged to develop a multi-year plan that sought to implement the streetscaping recommendations from the City’s Comprehensive Plan as well as from the Downtown Bloomington Task Force Report. The first design phase entitled “North Main Street Project” has been proposed by City leadership to be the first project of the overall Downtown plan to be designed and constructed.

At this time, City staff has requested CMT’s assistance with implementing the design & bidding phases of the North Main Street Project (Phase 1). This scope, schedule, and fee within this proposal is planned for CMT to seamlessly continue the coordination and collaboration between City staff and the CMT team as the project moves forward from imagination to reality.

B. PROJECT LIMITS AND SCOPE

The North Main Street Project will consist of the complete reconstruction of Main Street from the north side of the intersection with Jefferson Street northwards, all the way to and including the “North Main Plaza” area between Locust Street & Mulberry Street. See Figure 1 below, to review the project limits and Exhibit 6 to review the project scope. This proposal is based upon design of the project to be generally consistent with the improvements as shown in Exhibit 6.

The professional services included in this proposal provide for the implementation of this project, from design through bidding including limited construction phase services. Full construction phase services will be deferred until a future contract to be negotiated near the end of the design phase. The services to be performed by CMT will be the following technical disciplines: land surveying, civil engineering, structural engineering, electrical engineering, and traffic engineering. CMT will engage the services of Massie Massie & Associates to complete landscape architecture & streetscape design, Midwest Engineering & Testing, Inc. to complete geotechnical engineering, Hoerr Construction for televising sewer mains, and Clear Design Group to provide project website and hosting services through bidding. A detailed Scope of Services is outlined below, starting on Page 1.

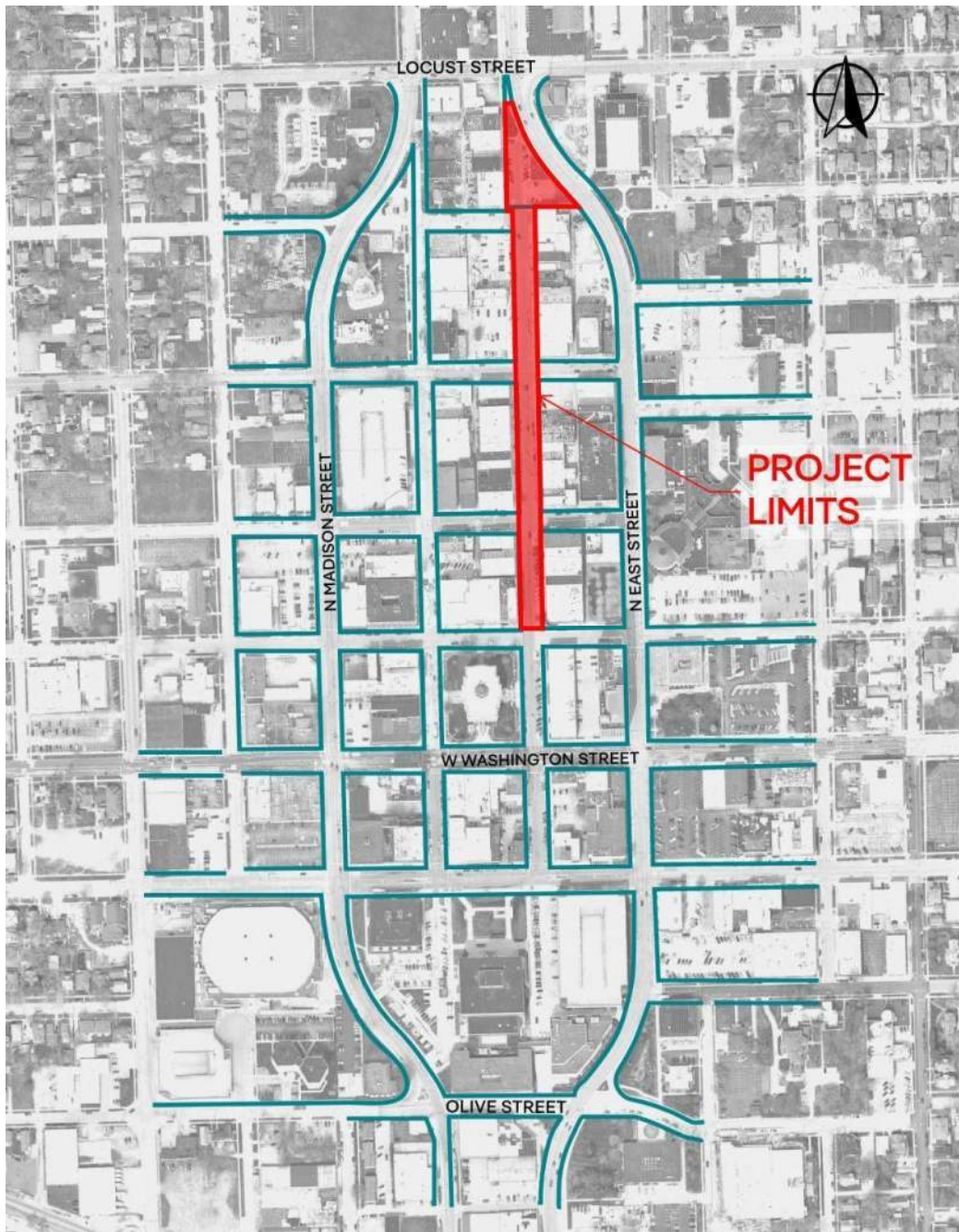


FIGURE 1 – PROJECT LIMIT BOUNDARY

I. DESIGN PHASE SERVICES

The Scope of Services proposed for this project is organized into three phases (Design, Bidding, and Limited Construction), along with the supporting Quality Assurance and Project Management tasks.

A. TASK #I.A – DESIGN MEETINGS

During the course of the design, hold various meetings in order to collect more detailed information from and provide project updates to key stakeholders. These meetings will consist of the following:

- City Kick-Off Meeting – Meet with the City’s Project Manager, in-person, to verify project criteria and establish processes for project communication, City design reviews, permitting etc.
- Stakeholder Meeting – Facilitate one (1) in-person group meeting during design with affected business owners and property owners of the proposed improvements to gather additional feedback with the goal of minimizing physical and/or operational challenges to each business due to the project’s construction. CMT anticipates this meeting to occur around the 50% design stage.
- Steering Committee Meetings – Facilitate up to two (2) in-person meetings of the Steering Committee (an advisory group that served as part of the “Downtown Streetscape Project – Concept Design” program). The exact agendas for these meetings will be determined at a later date, but it is anticipated that these meetings will serve as a continuation of the Steering Committee’s prior functions: to provide ongoing recommendations to the City on design elements and project logistics.
- Bloomington Public Arts Commission – Meet one (1) time in-person to familiarize the group with the project including identified “placeholders” for public art for the project, such as statues and murals. Also, gather information from the group about potential art commissioning efforts that may affect the project. Ongoing coordination efforts are anticipated to be minimal with the Public Arts Commission following the meeting and will likely be limited to coordinating with the group regarding the construction schedule once firmly established.
- Periodic Design Meetings – As warranted, meet with City departments, along with the City’s Project Manager, to coordinate various design elements. Meetings will be scheduled as warranted and may include the following departments: Public Works, Operations & Engineering Services, Administration, Water, Police, and Economic & Community Development. Up to four (4) of these meetings will be in-person, and up to eight (8) more design meetings may be conducted via video conference. Additional meetings have been included for coordinating with public utility companies. Up to four (4) of these meetings will be held in-person.

B. TASK #I.B – TOPOGRAPHIC/BOUNDARY SURVEY

Perform a topographic survey of the project area (see Figure 1 above). In some instances, the survey will extend beyond these limits to capture information necessary for the proper design of the project (e.g., downstream sewer manholes, pavement markings across intersections, or entrances / drives on opposing side of the street). The topographic survey will be performed at a sufficiently dense grid to provide the Design Team with adequate information for ADA design.

Topographic surveys at each business entrance are anticipated to consist of collecting elevations at the face of the building (ROW line), exterior face of door (at the threshold), inside face of door (at the threshold), and first floor elevation.

Perform a boundary survey to identify the Right of Way (ROW) lines. It will be the City's responsibility to provide any available ROW plats (see Client Responsibilities section below). Confirmation of individual parcel/property lines will not be provided.

See Figure 2 below to review the anticipated topographic survey limits.



FIGURE 2 – APPROXIMATE SURVEY LIMITS

C. TASK #I.C – GEOTECHNICAL EXPLORATION & EVALUATION

Using a geotechnical subconsultant (Midwest Engineering & Testing, Inc.), extract a total of 6 pavement cores to determine existing pavement cross sections as well as assess the existing pavement condition of the streets in the project area. In addition, complete 4 structural borings for use in the design of the custom ring structure towers in the North Main Plaza area (see Figure 2 below). The geotechnical firm will provide flaggers to promote traffic safety, as necessary. Pavement cores will be backfilled with concrete and will be drilled in the middle of a traffic lane (rather than in the wheel path), where possible, to avoid disruption before the concrete cures. Finally, the geotechnical firm will classify the pavement cores and provide pavement and structural design recommendations.



FIGURE 3 – SOIL BORING LOCATIONS

D. TASK #1.D – DETAILED DESIGN

As part of the aforementioned “Downtown Streetscape Project – Concept Design” contract, a preliminary design for North Main Street was prepared using aerial photography as a base. For this task, a much more detailed and accurate design will be prepared using the topographic and boundary survey information (see Task #1.B above). The development of the design will include the following efforts, to meet the Manual of Practice for the Design of Public Improvements in the City of Bloomington, IL (where practical) and the Illinois Department of Transportation’s (IDOT) BDE/BLR manual where applicable:

- Site demolition design.
- Roadway geometric design, including evaluating design vehicle turning movements in intersections (design vehicle requirements to be provided by the City).
- Pavement structure design, including for standard concrete walks as well as both asphalt & concrete pavement sections.

- Grading design, including ramps and stairs as warranted, in conformance with the Pedestrian Right-of-Way Accessibility Guidelines (PROWAG).
- Storm water management design, including an underground detention system beneath the North Main Plaza pavement area.
- Utility coordination with both private & city-owned utility systems. Per findings within the Concept Study phase, the following city-owned utility upgrades are anticipated to be required:
 - Approximately 400 LF of city sewer mains will be televised & potentially repair/lined (if warranted) this phase.
 - The design of all planned city water main, water service, and hydrant upgrades, replacements, and relocations will be completed under a separate agreement by others. CMT will provide limited assistance to the city for this work to coordinate scope and inclusion of design by others into the overall construction documents for bidding and construction together with the Main Street & North Main Plaza project.
 - The design of all planned lead service lines replacements will be completed under a separate agreement. CMT will provide limited assistance to the city for this work to coordinate scope and inclusion of design by others into the overall construction documents for bidding and construction together with the Main Street & North Main Plaza project.
- Separation of existing combined sewers into dedicated storm sewer and sanitary sewers (where practical).
- Existing vault investigations and remediations as warranted (all negotiations with private landowners shall be the responsibility of the City).
- Accommodation of future downtown fiber network infrastructure (handholes & conduits only). City is responsible for installation of future fiber network (by others).
- Accommodation of future downtown security system infrastructure (conduit & pole placement only). Selection, procurement, installation, and ongoing management of security cameras will be the responsibility of the Bloomington Police Department. CMT's responsibility will be limited to designing and specifying light poles to which a security camera can be mounted.
- Coordination of existing/new signage and/or City marquees (Route 66 Experience Hub, Looking for Lincoln, etc.) to remain or to be relocated. Selection of any new kiosks along with initial and ongoing programming and management of outdoor directory kiosks will be the responsibility of the City with limited assistance from CMT. CMT will instead be responsible for designing the streetscape to accommodate the location of these kiosks, including providing the recommended designs for City selection as well as designing foundations, underground conduit, wiring, and power service to each location. The contractor will be required to procure and install the selected equipment.
- Landscape Architecture design of landscaping and hardscaping improvements, as well as sourcing specific site amenities and features,
- Electrical design of site lighting, including photometrics.

- Design of approximately two (2) Level 2 electric vehicle (EV) chargers per block.
- Theatrical lighting design and controls system.
- Design of the “ring” in the North Main Plaza area.
- Structural design of “ring” support systems in the North Main Plaza area.
- Selection, design and ongoing programming and management of garbage will be the responsibility of the City with CMT leading the effort for ongoing coordination with various refuse containment vendors. CMT will instead be responsible for designing the streetscape to accommodate the location of these units. The contractor will be required to procure and install the selected equipment.
- Erosion control design.
- Project phasing and staging design.
- Traffic control and protection design, including the removal of signals at Main Street & Market Street and providing accommodations to provide continuous service between remaining signalized intersections.

See Section IX – Exhibits for the North Main Street & North Main Plaza conceptual design exhibits which will be adopted as part of the Downtown Streetscape Project – Concept Design. These exhibits will serve as the basis of design for the Phase 1 improvements described within this document.

E. TASK #I.E – CONSTRUCTION DRAWING PREPARATION

The end result of the abovementioned design efforts will be to develop a set of Construction Drawings (CDs) that are both buildable and biddable.

Prior to finalizing the drawings, provide City staff with a 50%, 80%, and 95% progress set of drawings to review.

It is assumed that the project will be bid as a single package, no alternate bid items will be considered, and a phased bid package approach will not be required.

F. TASK #I.F – TECHNICAL SPECIFICATIONS PREPARATION

Prepare a set of technical specifications that supplement the CDs and provide additional details necessary for the proper construction of the proposed improvements.

The project will be designed to allow for bidding as a unit price construction contract, rather than lump sum. The technical specifications will make provisions for “method of measurement” and “basis of payment” for all construction elements. Unique items which are not part of the standard list of IDOT pay items, such as the ring structure, may be lumped together into a single pay item with a unique special provision to cover measurement and payment.

Additionally, the Design Team will work closely with City staff to develop a logical construction schedule that will strike a balance between managing expectations of City leaders, the impacted business owners, and the community. Lead times of certain items (i.e. switchgear) have become increasingly difficult to predict. The Design Team will use knowledge gained from recent similar

projects as well as contacting suppliers where appropriate to assist with this process to make certain construction contingencies are accounted for while finalizing the construction schedule.

Prior to finalizing the specifications, provide City staff with an 80% and 95% progress set of technical specifications to review.

G. TASK #I.G – OPINION OF PROBABLE CONSTRUCTION COSTS

In order to assist with aligning the total project costs with the City’s budget for the project, prepare an Opinion of Probable Construction Costs (OPC) associated with the CD drawings.

Construction costs are becoming increasingly difficult to estimate due to recent swings in material prices, labor shortages, and supply chain disruptions. It will be the charge of the Design Team to establish unit prices to be used in cost opinions that are reasonably accurate to the extent possible in the current bidding climate.

The Design Team will attempt to do so by (1) analyzing historical construction costs (costs for projects the Design Team has participated in as well as readily available bid tab data), (2) contacting suppliers where appropriate, and (3) including a contingency for labor and material escalation in addition to the more traditional design and construction contingencies.

Provide City staff with a detailed list of pay items and quantities along with a cost opinion associated with each of the 50%, 80%, and 95% progress sets to review.

See Section IX – Exhibits for the conceptual itemized OPC which will be adopted as part of the Downtown Streetscape Project – Concept Design. This OPC will serve as the basis of design for the Phase 1 improvements described within this document.

H. TASK #I.H – CONSTRUCTION PERMITS

CMT to lead the effort, with City assistance, in submitting and coordinating required project permits and approvals, which are anticipated to consist of the following for this project:

- Illinois Department of Natural Resources (IDNR) Threatened & Endangered Species Clearance.
- State Historic Preservation Office (SHPO) Clearance.
- Illinois Environmental Protection Agency (IEPA) National Pollutant Discharge Elimination Systems (NPDES) Permit.
- Illinois Department of Transportation (IDOT) Highway Permit for drainage to IDOT ROW (if necessary), access at the connection of North Main Street to US 51B, as well as the proposed sidewalk / shared use path upgrades along the west side of US 51B.
- City of Bloomington Building Permit (if required).

II. BIDDING PHASE SERVICES

A. TASK #II.A – BID DOCUMENTS PREPARATION

Assist the City with the preparation of bid documents for the project. It is assumed that the City will supply front-end procurement documents that will be combined with project specific documents prepared by the Design Team that will include the technical specifications, special provisions, etc. These specifications, along with the CDs, will constitute the bid documents.

The project will be bid as a unit price construction contract, rather than lump sum.

B. TASK #II.B – BIDDING SERVICES

1. *Subtask #II.B.1 – Assist with Advertisement for Bids*

Coordinate with the City on the dates for bidding, locations for pre-bid meeting and bid opening, and other information necessary for the preparation of an Advertisement for Bids. CMT will assist with the following:

- Preparing forms for the IDOT Local Roads bulletin.
- Provide a list of potential bidders.

2. *Subtask #II.B.2 – Prepare Addendum, Respond to Contractor Questions*

While the project is out for bids, when necessary, answer bidder's questions and prepare addenda in order to provide clarifications or additional information.

3. *Subtask #II.B.3 – Bid Meetings*

Prepare agenda, sign-in sheet, & minutes to help facilitate each of the following bid meetings:

- Pre-Bid Meeting – Intended to familiarize potential bidders with the project requirements. Assumes just one (1) in-person meeting required.
- Bid Opening Meeting – Assumes just one (1) in-person meeting required.

4. *Subtask #II.B.4 – Review Bids*

Perform the following post-bid tasks:

- Review submittals to ensure bidders have met the requisite bidding requirements,
- Review tabulated bid results (bid tabs to be provided by the City).
- Assist with Recommendation of Award for the City.

III. CONSTRUCTION PHASE SERVICES

A. TASK #III.A – PRE-CONSTRUCTION SERVICES

The Design Team will perform the following pre-construction services:

1. *Subtask #III.A.1 – Community Outreach*

Critical to the success of the project is maintaining good communication with the community during the duration of the project. We anticipate participating in the following activities:

- Pre-Construction Community Meeting – This meeting will be facilitated by the City with participation from CMT & the awarded contractor. Information will be shared to the public regarding construction schedule, road closures, and access to businesses during construction. CMT to provide meetings minutes and collect contact information from individuals who wish to receive construction updates.
- Website Updates – When warranted during the course of construction, provide updates to be posted to bloomingtonil.gov and DowntownforEveryone.com. See Section IV below for more details.
- It is assumed that temporary construction easements (TCE's) will be required for all businesses located directly along the project corridor. It is anticipated that simple easement agreements (such as the first 10' of Lot X...) will suffice for this effort and no easement plat will be required. CMT will lead negotiation & procurement of necessary temporary construction easements (with assistance from the City). A maximum of 57 TCE's will be needed. It is further assumed that the easements will be coordinated and negotiated in tandem with the lead service line replacement design engineer (by other city contract) such that a single TCE would be obtained from each impacted business owner for both sidewalk improvements and lead service line replacements. On parcels where only a TCE for lead service line work is needed, the TCE will be obtained by the City under a separate agreement for water work.

2. *Subtask #III.A.2 – Contractor Coordination*

Perform the following coordination activities with the Contractor prior to start of construction:

- Facilitate a pre-construction meeting (assumes one (1) in-person meeting) and issue meeting minutes,
- Prepare a log of required shop drawings and provide to the Contractor, and review any shop drawings submitted prior to construction,
- Review the Contractor's proposed schedule, and
- City to issue the Notice to Proceed to the Contractor.

C. TASK #III.B – CONSTRUCTION SERVICES

Construction services provided by the Design Team will be limited and will not include a full-time resident project representative at this time (full-time construction observation services will be provided under a separate future contract). Perform the following tasks once construction begins:

1. *Subtask #III.B.1 – Office Support*

- Review contractor Requests for Information (RFIs) and assist the City with issuance of Supplemental Instructions (SIs) & Change Orders as necessary.

D. TASK #III.C – POST-CONSTRUCTION SERVICES

The Design Team will perform the following tasks once construction is complete:

1. *Subtask #III.C.1 – Construction Permitting Close-Out*

- Assist the City as necessary to close out any open construction permits (e.g., the IEPA NPDES permit).

IV. PROJECT WEBSITE SERVICES & MARKETING CAMPAIGN

Maintain the project website (DowntownforEveryone.com) throughout the design & bidding phases and reignite excitement and reach through 2024 as the designs and construction plans are finalized prior to implementation phases beginning in early 2025. Include the following services:

- Keep the website active through the end March 2025 by paying all website hosting fees (site/security/hosting for DowntownforEveryone.com).
- Provide a major website update to include adding motion to the renders with movement, sound design, integration into the website with other updated and new content. No new renderings will be provided as part of this contract. Implementation anticipated in 2Q 2024.
- Provide monthly updates to the website (5x more monthly post updates) by addition of a new post, event, or update to the project. Graphic added, text added, email blast setup/designed and sent to subscribers. Implementation anticipated 3Q/4Q 2024.
- Provide billboard design for the City to engage with Lamar or other board advertisers. Create a design and provide the various sizes/applications for boards decided upon. Boards in downtown or inbound to downtown (vinyl or digital). A billboard rental allowance of \$7,500 has been included with this proposal. Implementation anticipated 3Q/4Q 2024.
- Provide a mini social ad campaign, design & ad spend. Create a social ad campaign (Facebook/Instagram) to promote the DFE campaign to the Bloomington / Normal area and 45-mile radius (georeferenced) from the downtown area. Create moving/motion ads, setup audiences, integrate ads/configuration, and deployment/monitoring to promote DFE, plans, and website through March 2025. Target ad spend is \$500/mo.
- Maintain a database of individuals interested in automatically receiving project updates.
- Make update content available to City of Bloomington staff for uploading to bloomingtonil.gov, if so desired.

V. QUALITY ASSURANCE & PROJECT MANAGEMENT

A. TASK #IV.A – QUALITY ASSURANCE

The Design Team will implement an internal quality assurance plan intended to reduce (though perhaps not entirely eliminate) errors/omissions and improve the overall quality of our deliverables.

1. *Subtask #IV.A.1 – Develop Quality Assurance Plan*

A Quality Assurance Plan will be prepared that is pertinent to each of the aforementioned design tasks. The plan will track components of the design such as complete and accurate deliverables, on-schedule delivery of documents, clear and proactive communication, and close monitoring of construction budgets.

2. *Subtask #IV.A.2 – Quality Assurance Review of Project*

A Constructability review of the project will be performed by senior staff prior to submitting CD drawings to the City and before final documents are bid.

B. TASK #IV.B – ADMINISTRATION / PROJECT MANAGEMENT

The following administration/project management subtasks will be provided by CMT:

1. *Subtask #IV.B.1 – Develop and Monitor Work Plan*

A work plan will be developed that will outline the major work tasks and prioritize the order of completion to meet the program schedule.

2. *Subtask #IV.B.2 – Prepare Meeting Minutes*

Following each of the meetings enumerated in Tasks #I.A, #II.B.3, and #III.A.1 above, meeting minutes will be prepared and distributed to the meeting participants for comment.

3. *Subtask #IV.B.3 – Personnel Planning, Scheduling, and Budget Control*

CMT utilizes a Deltek Project Management Software accounting system and assigns a task number for each unit of work to be completed. This then allows the Project Manager to better monitor and schedule resources while having control of the overall design budget.

4. *Subtask #IV.B.4 – Coordination of Sub-Consultants*

CMT will directly coordinate the work and contracts of various subconsultants for this project. These include the following:

- Massie Massie + Associates (Springfield, IL) – Landscape architecture.
- Midwest Engineering and Testing, Inc. (Bloomington, IL) – Geotechnical investigation & recommendations.
- Clear Design Group (Bloomington, IL) – Website hosting and design.
- Hoerr Construction (Goodfield, IL) – Sewer televising.

5. *Subtask #IV.B.5 – Contract Administration and Close-Out*

Management of CMT's contract with the City, including invoicing and any contract amendments, will be included with this subtask.

All construction documents will be provided in both electronic (PDF & CAD) and hard copy format for future use by the City.

VI. CLIENT RESPONSIBILITIES

This contract proposal assumes that City responsibilities will include but not be limited to the following:

- Provide timely feedback on questions from the Design Team. The design schedule is very aggressive (see Section VIII below), so staying on schedule will require a commitment from the City to render decisions as quickly as possible,
- Provide copies of readily available Right-of-Way plats for the project area,
- Provide any available As-Built Drawings of public infrastructure in the project area,
- Pay any permit application fees (none anticipated),
- Host any public meetings and handle communications for the events (Design Team to facilitate meetings by preparing exhibits, providing agendas, etc.),
- Print and distribute informational brochures to be developed by the Design Team to residents and business owners affected by upcoming construction projects (if the City elects to do so),
- Provide materials, labor, etc. for any physical street mock-ups if utilized (temporary lane reductions, temporary curb bump outs, etc.) meant to educate the public before permanent improvements are installed. The Design Team will assist with providing content for mockups if necessary, and
- Selection, procurement, installation, and ongoing programming and management of beacons (to be used for a Downtown geocaching program) will be the responsibility of the City. Such beacons are typically portable and battery operated and thus easily installed without the need for any special design accommodations by CMT. CMT recommends deferring implementation of this program until later phases when more infrastructure has been built within downtown to support the initiative.
- Assist CMT in the negotiation & procurement of necessary temporary construction easement.
- Administer the project during construction. This includes reviewing Contractor pay applications, performing quantity measurement, negotiating change orders, collecting, and reviewing material certification, etc. It is assumed that these services could be provided by CMT under a future contract addendum.

VII. OUT OF SCOPE SERVICES

In the above task descriptions, a service is occasionally noted as being excluded from the base scope of services. In addition to those previously noted, the following services are likewise excluded from this contract proposal:

- Preparation of easement plats to accompany temporary or permanent easements.
- Assistance with property acquisition (none anticipated) / easement negotiation.
- Perform detailed environmental investigation or mitigation (Phase 1 ESAs, e.g.).
- Perform SHPO mitigation or provide historic consultation services if potential cultural resource or historic preservation items are flagged during the SHPO permitting process.
- Perform construction layout staking.
- Perform any utility potholing or subsurface investigation, including televising sewers outside of those noted above.
- Perform any traffic studies.
- Perform design of new traffic signals (limited design to maintain use of existing infrastructure to remain may be required).
- Perform any visualizations or 3D renderings.
- Perform design of any public utility extensions, replacements, etc. beyond the project limits. The following water main improvements will be completed by the city outside the scope of this design proposal:
 - Replacement of a small section (+/- 100') of water main at the intersection of Main Street & Market Street.
 - Addition of a new main on Monroe Street from Center Street to Main Street.
 - Addition of a new main on Market Street from Main Street to East Street.
 - Replacement of fire hydrants as warranted.
 - Replacement of all lead service lines.
- Perform design of any private building improvements, including modifications to existing private businesses to comply with ADA requirements. CMT will work closely with the City to find reasonable ADA compliant solutions that make certain any changes within City ROW will work for potential future private improvements to the buildings (by others). In addition, no interior plumbing designs or modifications to replace lead services lines within the private businesses will be provided.
- Develop detailed phasing plans for individual business access (assumes CMT will provide access requirements to the Contractor once collected as described in Task #1.A, and the Contractor will then be responsible for the exact means and methods of providing access),
- Prepare bidding documents for multiple phases or packages (assumes there will be a single bidding package).
- Assist the City with preparation of any grant applications, low interest loan applications, or applications for other funding sources.
- Assistance with any site entitlements including but not limited to re-zoning, zoning variances, and TIF administration.

- Pay any permit application fees.

VIII. DESIGN SCHEDULE

The below figure depicts the proposed schedule for the “North Main Street Project”. Achieving this schedule will require shared responsibility between the Design Team and the City of Bloomington. The Design Team will be responsible for performing the tasks enumerated above and for presenting information to the City in a timely manner. The City will be responsible for rendering decisions in a timely manner and for providing clear, consistent direction throughout the process.

Milestone: City Council Approves Contract		April '24
<i>Design: Survey, Geotech, prepare construction documents, apply for construction permits, prepare bid documents, etc.</i>	8 Months	
Milestone: Bid Project		December '24
<i>Bidding Process: Pre-bid meeting, addendum, etc.</i>	4-6 Weeks	
Milestone: Receive Bids		January '25
Milestone: Award Project & Issue Notice to Proceed		February '25
Milestone: Commence Construction		March '25

IX. EXHIBITS

1. SCOPE OF SERVICES FEE SUMMARY
2. MAN-HOUR ESTIMATE
3. ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS
4. CURRENT IDOT PROVISIONAL PAYROLL BURDEN/FRINGE EXPENSE AND
GENERAL/ADMINISTRATIVE EXPENSE RATE LETTER
5. SUBCONSULTANT PROPOSALS
6. NORTH MAIN STREET CONCEPTUAL DESIGN EXHIBITS
7. NORTH MAIN PLAZA CONCEPTUAL DESIGN EXHIBIT
8. NORTH MAIN STREET CONCEPTUAL OPC

1. FEE ESTIMATE SUMMARY



CITY OF BLOOMINGTON, IL
SCOPE OF SERVICES FEE SUMMARY
PHASE 1 - MAIN STREET & NORTH MAIN PLAZA DESIGN

TOTAL DIRECT LABOR	\$ 286,624.62
OVERHEAD (1.7076)	\$ 489,440.19
FIXED FEE	\$ 97,008.10
TOTAL DIRECT COSTS	\$ 177,005.00
TOTAL COMPENSATION	\$ 1,050,000.00

GENERAL NOTES:

1. This proposal assumes the design phase to begin April 2024 and will last up to 8 months
2. A detailed scope of services and man-hour estimate is provided in Exhibit 2
3. A copy of all direct cost proposals by sub-consultants is provided in Exhibit 3

2. MAN-HOUR ESTIMATE



PHASE 1 - MAIN STREET & NORTH MAIN PLAZA - MAN-HOUR ESTIMATE

Crawford, Murphy & Tilly, Inc.

Total Hourly Rate

\$102.31 \$83.72 \$65.99 \$62.59 \$66.87 \$47.22 \$48.05 \$36.75 \$53.60 \$38.23 \$30.94 \$24.79

TASK NO.	TASK DESCRIPTION	Principal	Project Engineer II	Project Engineer I	Project Manager I	Project Structural Engineer I	Senior Structural Engineer I	Sr. Engineer I	Engineer I	Land Surveyor	Technician II	Technician I	Administrative Assistant	CMT TOTAL HOURS
----------	------------------	-----------	---------------------	--------------------	-------------------	-------------------------------	------------------------------	----------------	------------	---------------	---------------	--------------	--------------------------	-----------------

1.A DESIGN MEETINGS														
1	City Kick-Off Meeting (Assume 1 max)		8	8										16
2	Public Open House (Assume 2 max)		16	32					32					80
3	Steering Committee Meetings (Assume 2 max)		16	32					24					72
4	Bloomington Public Arts Commission (Assume 1 max)			8					8					16
5	Periodic Design Meetings (Assume 4 in person max, 8 virtual max)		16	40					16					72
TASK 1.A - TOTAL MANHOURS		0	56	120	0	0	0	0	80	0	0	0	0	256
TASK 1.A - TOTAL COST		\$0.00	\$4,688.31	\$7,919.13	\$0.00	\$0.00	\$0.00	\$0.00	\$2,940.27	\$0.00	\$0.00	\$0.00	\$0.00	\$15,547.70

1.B TOPOGRAPHIC / BOUNDARY SURVEY														
1	Complete Record Document Research									24	24			48
2	Establish Horizontal & Vertical Control										8			16
3	Complete Topographic Design Surveys			1							60	60		121
4	Complete Boundary Surveys			1							20	20		41
5	Complete Utility Location Surveys			1					16		16	16		49
6	Download & Process Data to Create Base Map			1					8	40	80			129
7	Provide Field Check of Collected Data			4					8					12
8	Complete Site Visit & Take Photos to Document Existing Conditions			4					8					12
9	Complete Televising of Existing Sewers			2										2
TASK 1.B - TOTAL MANHOURS		0	0	14	0	0	0	0	40	64	208	104	0	430
TASK 1.B - TOTAL COST		\$0.00	\$0.00	\$923.90	\$0.00	\$0.00	\$0.00	\$0.00	\$1,470.13	\$3,430.66	\$7,950.92	\$3,217.76	\$0.00	\$16,993.36

1.C GEOTECHNICAL EXPLORATIONS & EVALUATION														
1	Geotechnical Exploration & Evaluation			8					8					16
TASK 1.C - TOTAL MANHOURS		0	0	8	0	0	0	0	8	0	0	0	0	16
TASK 1.C - TOTAL COST		\$0.00	\$0.00	\$527.94	\$0.00	\$0.00	\$0.00	\$0.00	\$294.03	\$0.00	\$0.00	\$0.00	\$0.00	\$821.97

1.D DETAILED DESIGN														
1	Identify & Verify Design Criteria			4					8					12
2	Roadway Geometric Design	2		8				24	60					94
3	Pavement Structure Design			2				8	16					26
4	Grading / ADA Design (w/ Business Coordination)	4		80				80	220					384
5	Stormwater Management Design	2		16				40	100					158
6	Utility Coordination & Design	2		80				40	100					222
7	Vault Coordination & Abandonment	2		60		16	120		16					214
8	Landscape & Hardscaping Design	1		8				16	40					65
9	Electrical Design	2		80					200					282
10	Ring Structure & Support Design	2		16		40	180							238
11	Amphitheatre Design	2		8		8	40							58
12	Garbage Management & Coordination	2		80					40					122
13	Erosion Control Design			8					8	40				56
14	Project Phasing & Staging Design		4	80					40	160				284
14	Traffic Control & Protection Design		2	16					24	80				122
TASK 1.D - TOTAL MANHOURS		0	27	546	0	64	340	280	1080	0	0	0	0	2337
TASK 1.D - TOTAL COST		\$0.00	\$2,260.43	\$36,032.03	\$0.00	\$4,279.76	\$16,055.65	\$13,453.68	\$39,693.64	\$0.00	\$0.00	\$0.00	\$0.00	\$111,775.19



PHASE 1 - MAIN STREET & NORTH MAIN PLAZA - MAN-HOUR ESTIMATE

Crawford, Murphy & Tilly, Inc.

Total Hourly Rate		\$102.31	\$83.72	\$65.99	\$62.59	\$66.87	\$47.22	\$48.05	\$36.75	\$53.60	\$38.23	\$30.94	\$24.79	
TASK NO.	TASK DESCRIPTION	Principal	Project Engineer II	Project Engineer I	Project Manager I	Project Structural Engineer I	Senior Structural Engineer I	Sr. Engineer I	Engineer I	Land Surveyor	Technician II	Technician I	Administrative Assistant	CMT TOTAL HOURS
1.E CONSTRUCTION DRAWING PREPARATION														
1	Prepare 50% Construction Documents		4	80		8	40	40	140					312
2	Prepare 80% Construction Documents		4	80		8	40	40	100					272
3	Prepare 95% Construction Documents		2	40		4	24	24	80					174
4	Prepare 100% Construction Documents		2	24		4	16	16	40					102
TASK 1.E - TOTAL MANHOURS		0	12	224	0	24	120	120	360	0	0	0	0	860
TASK 1.E - TOTAL COST		\$0.00	\$1,004.64	\$14,782.37	\$0.00	\$1,604.91	\$5,666.70	\$5,765.86	\$13,231.21	\$0.00	\$0.00	\$0.00	\$0.00	\$42,055.69
1.F TECHNICAL SPECIFICATIONS PREPARATION														
1	Prepare 80% Technical Specifications / Project Special Provisions		1	40		4	8	40					24	117
2	Prepare 90% Technical Specifications / Project Special Provisions		1	24		4	8	24					16	77
3	Prepare 100% Technical Specifications / Project Special Provisions		1	8		2	4	24					8	47
TASK 1.F - TOTAL MANHOURS		0	3	72	0	10	20	88	0	0	0	0	48	241
TASK 1.F - TOTAL COST		\$0.00	\$251.16	\$4,751.48	\$0.00	\$668.71	\$944.45	\$4,228.30	\$0.00	\$0.00	\$0.00	\$0.00	\$1,190.04	\$12,034.14
1.G OPINION OF PROBABLE CONSTRUCTION COSTS (OPC)														
1	Prepare 50% OPC		2	12		2	40	8	40					104
2	Prepare 80% OPC		1	8		2	16	8	24					59
3	Prepare 95% OPC		1	4		2	8	4	8					27
4	Prepare 100% OPC		1	2		2	4	4	8					21
TASK 1.G - TOTAL MANHOURS		0	5	26	0	8	68	24	80	0	0	0	0	211
TASK 1.G - TOTAL COST		\$0.00	\$418.60	\$1,715.81	\$0.00	\$534.97	\$3,211.13	\$1,153.17	\$2,940.27	\$0.00	\$0.00	\$0.00	\$0.00	\$9,973.95
1.H CONSTRUCTION PERMITS														
1	IDNR Threatened & Endangered Species Clearance			1					2					3
2	State Historic Preservation Office Clearance			16					40					56
3	IEPA NPDES Permit			1					4					5
4	IDOT Highway Permit			4					16					20
TASK 1.H - TOTAL MANHOURS		0	0	22	0	0	0	0	62	0	0	0	0	84
TASK 1.H - TOTAL COST		\$0.00	\$0.00	\$1,451.84	\$0.00	\$0.00	\$0.00	\$0.00	\$2,278.71	\$0.00	\$0.00	\$0.00	\$0.00	\$3,730.55
2.A BID DOCUMENTS PREPARATION														
1	Prepare Bid Documents		1	4				4	40					49
TASK 2.A - TOTAL MANHOURS		0	1	4	0	0	0	4	40	0	0	0	0	49
TASK 2.A - TOTAL COST		\$0.00	\$83.72	\$263.97	\$0.00	\$0.00	\$0.00	\$192.20	\$1,470.13	\$0.00	\$0.00	\$0.00	\$0.00	\$2,010.02
2.B BIDDING SERVICES														
1	Prepare Addendums for Jurisdictional Review Revisions			4		2	4	4	16					30
2	Respond to Bidders RFIs		2	24		4	8	4	24					66
3	Attend Pre-Bid Meeting & Bid Opening			16										16
4	Review Bid Tabs & Assist City in Award Recommendations		1	4										5
TASK 2.B - TOTAL MANHOURS		0	3	48	0	6	12	8	40	0	0	0	0	117
TASK 2.B - TOTAL COST		\$0.00	\$251.16	\$3,167.65	\$0.00	\$401.23	\$566.67	\$384.39	\$1,470.13	\$0.00	\$0.00	\$0.00	\$0.00	\$6,241.23



PHASE 1 - MAIN STREET & NORTH MAIN PLAZA - MAN-HOUR ESTIMATE

Crawford, Murphy & Tilly, Inc.

Total Hourly Rate		\$102.31	\$83.72	\$65.99	\$62.59	\$66.87	\$47.22	\$48.05	\$36.75	\$53.60	\$38.23	\$30.94	\$24.79	
TASK NO.	TASK DESCRIPTION	Principal	Project Engineer II	Project Engineer I	Project Manager I	Project Structural Engineer I	Senior Structural Engineer I	Sr. Engineer I	Engineer I	Land Surveyor	Technician II	Technician I	Administrative Assistant	CMT TOTAL HOURS
3.A PRECONSTRUCTION SERVICES														
1	Community Outreach		2	24					32					58
2	Contractor Coordination			8					32					40
3	Temporary Construction Easement Procurement (Assume 57 Max @ 8 Hrs EA)				456									456
TASK 3.A - TOTAL MANHOURS		0	2	32	456	0	0	0	64	0	0	0	0	554
TASK 3.A - TOTAL COST		\$0.00	\$167.44	\$2,111.77	\$28,538.97	\$0.00	\$0.00	\$0.00	\$2,352.22	\$0.00	\$0.00	\$0.00	\$0.00	\$33,170.39
3.B CONSTRUCTION SERVICES														
1	Provide Office Support During Construction		4	40		8	24		60					136
TASK 3.B - TOTAL MANHOURS		0	4	40	0	8	24	0	60	0	0	0	0	136
TASK 3.B - TOTAL COST		\$0.00	\$334.88	\$2,639.71	\$0.00	\$534.97	\$1,133.34	\$0.00	\$2,205.20	\$0.00	\$0.00	\$0.00	\$0.00	\$6,848.10
3.C POST-CONSTRUCTION SERVICES														
1	Construction Permit Close-Out			8					8					16
TASK 3.C - TOTAL MANHOURS		0	0	8	0	0	0	0	8	0	0	0	0	16
TASK 3.C - TOTAL COST		\$0.00	\$0.00	\$527.94	\$0.00	\$0.00	\$0.00	\$0.00	\$294.03	\$0.00	\$0.00	\$0.00	\$0.00	\$821.97
4 PROJECT WEBSITE SERVICES & MARKETING CAMPAIGN														
1	Website Hosting			8										0
2	Major Website Update			16					4					12
3	Monthly Website Updates			16					4					20
4	Provide Billboard Design & Ad Spend			16					4					20
5	Provide Mini Social Ad Campaign & Ad Spend			16					4					20
TASK 4 - TOTAL MANHOURS		0	0	56	0	0	0	0	16	0	0	0	0	72
TASK 4 - TOTAL COST		\$0.00	\$0.00	\$3,695.59	\$0.00	\$0.00	\$0.00	\$0.00	\$588.05	\$0.00	\$0.00	\$0.00	\$0.00	\$4,283.65
5.A QUALITY ASSURANCE														
1	Develop Quality Assurance Plan			8										8
2	Quality Assurance Review of Deliverables		8	16		16								40
TASK 5.A - TOTAL MANHOURS		0	8	24	0	16	0	0	0	0	0	0	0	48
TASK 5.A - TOTAL COST		\$0.00	\$669.76	\$1,583.83	\$0.00	\$1,069.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,323.52
5.B ADMINISTRATION / PROJECT MANAGEMENT														
1	Develop & Monitor Work Plan		2	16										18
2	Communication with City (Telephone & Email)			80					40					120
3	Prepare Monthly Progress Reports			12										12
4	Prepare Meeting Minutes			40										40
5	Personnel Planning, Scheduling, & Budget Control			24										24
6	Coordination of Sub-Consultants		8	40										48
7	Contract Administration & Close-Out		2	8										10
TASK 5.B - TOTAL MANHOURS		0	12	220	0	0	0	0	40	0	0	0	0	272
TASK 5.B - TOTAL COST		\$0.00	\$1,004.64	\$14,518.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,470.13	\$0.00	\$0.00	\$0.00	\$0.00	\$16,993.17
PROJECT - TOTAL MAN-HOURS		0	133	1464	456	136	584	524	1978	64	208	104	48	5699
PROJECT - TOTAL COST		\$0.00	\$11,134.73	\$96,613.35	\$28,538.97	\$9,094.49	\$27,577.94	\$25,177.60	\$72,698.17	\$3,430.66	\$7,950.92	\$3,217.76	\$1,190.04	\$286,624.62

3. ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS



ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS

PHASE 1 - MAIN STREET & NORTH MAIN PLAZA

SEE MAN-HOUR ESTIMATE FOR ADDITIONAL SUPPORTING INFORMATION

TASK	DESCRIPTION	CMT DIRECT COSTS	OUTSIDE CMT DIRECT COSTS
1.A DESIGN MEETINGS			
A.	TRAVEL		
1.	Travel - 9 Trips x 135 Miles x \$0.67 / Mile = (Springfield, IL Office to Bloomington - Meetings)	\$825.00	
		<u>ITEM SUB-TOTAL:</u>	<u>\$825.00</u>
B.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$5,000.00
		<u>ITEM SUB-TOTAL:</u>	<u>\$5,000.00</u>
		ITEM TOTAL:	\$5,000.00
1.B TOPOGRAPHIC / BOUNDARY SURVEY			
A.	TRAVEL		
1.	Travel - 4 Trips x 135 Miles x \$0.67 / Mile = (Springfield, IL Office to Bloomington - Survey Crew)	\$375.00	
2.	Lodging - 16 nights x 2-man crew =	\$5,000.00	
3.	Meals - 20 days x 2-man crew =	\$2,200.00	
		<u>ITEM SUB-TOTAL:</u>	<u>\$7,575.00</u>
B.	SUBCONSULTANT SERVICES		
1.	Hoerr Construction - Sewer Televising (Assume 400 LF)		\$4,870.00
		<u>ITEM SUB-TOTAL:</u>	<u>\$4,870.00</u>
		ITEM TOTAL:	\$4,870.00
1.C GEOTECHNICAL EXPLORATIONS & EVALUATION			
A.	TRAVEL		
1.	Travel - 1 Trips x 135 Miles x \$0.67 / Mile = (Springfield, IL Office to Bloomington - Kickoff Meeting)	\$100.00	
		<u>ITEM SUB-TOTAL:</u>	<u>\$100.00</u>
B.	SUBCONSULTANT SERVICES		
1.	Midwest Engineering & Testing - Geotech		\$17,085.00
		<u>ITEM SUB-TOTAL:</u>	<u>\$17,085.00</u>
		ITEM TOTAL:	\$17,085.00
1.D DETAILED DESIGN			
A.	TRAVEL		
1.	Travel - 8 Trips x 135 Miles x \$0.67 / Mile = (Springfield, IL Office to Bloomington - Site Visits)	\$725.00	
		<u>ITEM SUB-TOTAL:</u>	<u>\$725.00</u>
B.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$35,000.00
2.	Allowance for Potential Lighting Consultant (Ring, Walls, Fixtures)		\$20,000.00
		<u>ITEM SUB-TOTAL:</u>	<u>\$55,000.00</u>
		ITEM TOTAL:	\$55,000.00



ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS

PHASE 1 - MAIN STREET & NORTH MAIN PLAZA

SEE MAN-HOUR ESTIMATE FOR ADDITIONAL SUPPORTING INFORMATION

TASK	DESCRIPTION	CMT DIRECT COSTS	OUTSIDE CMT DIRECT COSTS
1.E CONSTRUCTION DRAWING PREPARATION			
A.	TRAVEL		
1.	None		
		ITEM SUB-TOTAL:	\$0.00 \$0.00
B.	PRINT & REPRODUCTION COSTS		
1.	Printed Copies of Plans for City @ Deliverable Milestones (3 Copies Ea)	\$3,000.00	
		ITEM SUB-TOTAL:	\$3,000.00 \$0.00
C.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$25,000.00
		ITEM SUB-TOTAL:	\$0.00 \$25,000.00
		ITEM TOTAL:	\$3,000.00 \$25,000.00
1.F TECHNICAL SPECIFICATIONS PREPARATION			
A.	TRAVEL		
1.	None		
		ITEM SUB-TOTAL:	\$0.00 \$0.00
B.	PRINT & REPRODUCTION COSTS		
1.	Printed Copies of Specs for City @ Deliverable Milestones (3 Copies Ea)	\$3,000.00	
		ITEM SUB-TOTAL:	\$3,000.00 \$0.00
C.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$5,000.00
		ITEM SUB-TOTAL:	\$0.00 \$5,000.00
		ITEM TOTAL:	\$3,000.00 \$5,000.00
1.G OPINION OF PROBABLE CONSTRUCTION COSTS (OPC)			
A.	TRAVEL		
1.	None		
		ITEM SUB-TOTAL:	\$0.00 \$0.00
B.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$5,000.00
		ITEM SUB-TOTAL:	\$0.00 \$5,000.00
		ITEM TOTAL:	\$0.00 \$5,000.00
1.H CONSTRUCTION PERMITS			
A.	TRAVEL		
1.	None		
		ITEM SUB-TOTAL:	\$0.00 \$0.00
B.	SUBCONSULTANT SERVICES		
1.	None		
		ITEM SUB-TOTAL:	\$0.00 \$0.00
		ITEM TOTAL:	\$0.00 \$0.00



ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS

PHASE 1 - MAIN STREET & NORTH MAIN PLAZA

SEE MAN-HOUR ESTIMATE FOR ADDITIONAL SUPPORTING INFORMATION

TASK	DESCRIPTION	CMT DIRECT COSTS	OUTSIDE CMT DIRECT COSTS
2.A BID DOCUMENTS PREPARATION			
A.	PRINT & REPRODUCTION COSTS		
1.	Printed Copies of Docs for City @ Deliverable Milestones (3 Copies Ea)	\$1,000.00	
	ITEM SUB-TOTAL:	\$1,000.00	\$0.00
B.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$2,500.00
	ITEM SUB-TOTAL:	\$0.00	\$2,500.00
	ITEM TOTAL:	\$1,000.00	\$2,500.00
2.B BIDDING SERVICES			
A.	TRAVEL		
1.	Travel - 2 Trips x 135 Miles x \$0.67 / Mile = (Springfield, IL Office to Bloomington - Meetings)	\$200.00	
	ITEM SUB-TOTAL:	\$200.00	\$0.00
B.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$2,500.00
	ITEM SUB-TOTAL:	\$0.00	\$2,500.00
	ITEM TOTAL:	\$200.00	\$2,500.00
3.A PRE-CONSTRUCTION SERVICES			
A.	TRAVEL		
1.	Travel - 2 Trips x 135 Miles x \$0.67 / Mile = (Springfield, IL Office to Bloomington - Meetings)	\$200.00	
	ITEM SUB-TOTAL:	\$200.00	\$0.00
B.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$2,500.00
	ITEM SUB-TOTAL:	\$0.00	\$2,500.00
	ITEM TOTAL:	\$200.00	\$2,500.00
3.B CONSTRUCTION SERVICES			
A.	TRAVEL		
1.	None		
	ITEM SUB-TOTAL:	\$0.00	\$0.00
B.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$5,000.00
	ITEM SUB-TOTAL:	\$0.00	\$5,000.00
	ITEM TOTAL:	\$0.00	\$5,000.00
3.C POST-CONSTRUCTION SERVICES			
A.	TRAVEL		
1.	None		
	ITEM SUB-TOTAL:	\$0.00	\$0.00
B.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$1,000.00
	ITEM SUB-TOTAL:	\$0.00	\$1,000.00
	ITEM TOTAL:	\$0.00	\$1,000.00



ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS

PHASE 1 - MAIN STREET & NORTH MAIN PLAZA

SEE MAN-HOUR ESTIMATE FOR ADDITIONAL SUPPORTING INFORMATION

TASK	DESCRIPTION	CMT DIRECT COSTS	OUTSIDE CMT DIRECT COSTS
4	PROJECT WEBSITE SERVICES & MARKETING CAMPAIGN		
A.	TRAVEL		
1.	None		
	ITEM SUB-TOTAL:	\$0.00	\$0.00
B.	SUBCONSULTANT SERVICES		
1.	Clear Design - Website Hosting, Branding & Marketing		\$22,425.00
	ITEM SUB-TOTAL:	\$0.00	\$22,425.00
	ITEM TOTAL:	\$0.00	\$22,425.00
5.A	QUALITY ASSURANCE		
A.	TRAVEL		
1.	None		
	ITEM SUB-TOTAL:	\$0.00	\$0.00
B.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$5,000.00
	ITEM SUB-TOTAL:	\$0.00	\$5,000.00
	ITEM TOTAL:	\$0.00	\$5,000.00
5.B	ADMINISTRATION / PROJECT MANAGEMENT		
A.	TRAVEL		
1.	None		
	ITEM SUB-TOTAL:	\$0.00	\$0.00
B.	SUBCONSULTANT SERVICES		
1.	MMA - Landscape Architecture & Streetscape Design		\$2,500.00
	ITEM SUB-TOTAL:	\$0.00	\$2,500.00
	ITEM TOTAL:	\$0.00	\$2,500.00
		PROJECT - TOTAL DIRECT COSTS:	\$177,005.00

4. CURRENT IDOT PROVISIONAL PAYROLL BURDEN/FRINGE EXPENSE AND
GENERAL/ADMINISTRATIVE EXPENSE RATE LETTER



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 6, 2023

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Roger Driskell
CRAWFORD, MURPHY, & TILLY, INC.
2750 West Washington Street
Springfield, IL 62702

Dear Roger Driskell,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2022. Your firm's total annual transportation fee capacity will be \$94,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 170.76% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2023. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

5. SUBCONSULTANT PROPOSALS



March 5, 2024
Revised March 18, 2024

Chris Stritzel
Crawford, Murphy & Tilly
2750 W. Washington Street
Springfield, IL 62702

Subject: Proposal for the Downtown for Everyone Program, Bloomington, IL

Dear Chris,

MMA is pleased to submit this proposal for sub-consulting services for the *Downtown for Everyone Program*, an outgrowth of Bloomington’s Downtown Enhancement Program now being completed. A map of the project site is attached. This proposal is based on your draft proposal to provide construction documents for the project and our understanding of our participation in the services.

Scope of Services

We anticipate being responsible for the following design components of the project.

- Pavements – Brick surfaces, concrete scoring patterns, permeable pavers, concrete borders, raised planter curbs, and pavement graphics.
- Site Features – Light ring coordination, amphitheater seating walls, brick terraces, concrete stairs, railing, fences, gates, screen walls, and coordination with structural engineer.
- Lights – Fixture selection and location, festoon lighting, special light poles, retrofitted globe light poles, power supply locations, highlighting of public wall art and sculpture, and coordination with electrical engineer.
- Site Furnishings – Benches, bike racks, planters, bollards, trash receptacles/compactors, tables and chairs.
- Signs - Flex lane signs, information kiosks, pedestrian orientation/directional, and special event banners.
- Plant Material – Trees, shrubs, perennials, ornamental grass, turf sod, and seed.

We anticipate providing the following services.

I. Design Phase Services

Task I.A - Design Meetings

- Kick-off - Prepare and Attend
- Public Open House (1) - Prepare and Attend
- Steering Committee Meetings (2) - Prepare and Attend
- Bloomington Public Arts Commission (1) - Prepare and Attend
- Periodic Design Meetings (4 in-person, 8 virtual) - Prepare and Attend

MassieMassie+Associates

Landscape Architecture and Land Planning
1210 South 5th St. Springfield, Illinois 62703
217-544-3210 Massie-Massie-Associates.com

- Task I.B - Topographic/Boundary Survey - No participation
- Task I.C - Geotechnical Exploration & Evaluation - No participation
- Task I.D - Detailed Design
 - 3 submittals + for bidding submittal
- Task I.E - Construction Drawing Preparation
 - R.O.W. and Plaza Design / 3 submittals + for bidding submittal
- Task I.F - Technical Specifications Preparation
 - R.O.W. and Plaza Design
- Task I.G - Opinion of Probable Construction Costs
 - R.O.W. and Plaza Design
- Task I.H - Construction Permits - No participation

II. Bidding Phase Services

- Task II.A - Bid Documents Preparation
- Task II.B - Bidding Services
 - Pre-Bid Meeting + Follow-up

III. Construction Phase Services

- Task III.A - Pre-construction Services
- Task III.B – Construction Phase Services
 - Contractor submittal reviews, RFI responses
 - Documentation for Change Orders
- Task III.C - Post Construction Services – Misc.

IV. Project Website Services - No participation

V. Quality Assurance & Project Management

- Task V.A - Quality Assurance - Misc.
- Task V.B - Administration / Project Management - Misc.

Cost of Services

For the above services based on hourly rates not to exceed \$96,000.00 to be paid as services are completed. We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,



Neil F. Brumleve
Vice President of Operations

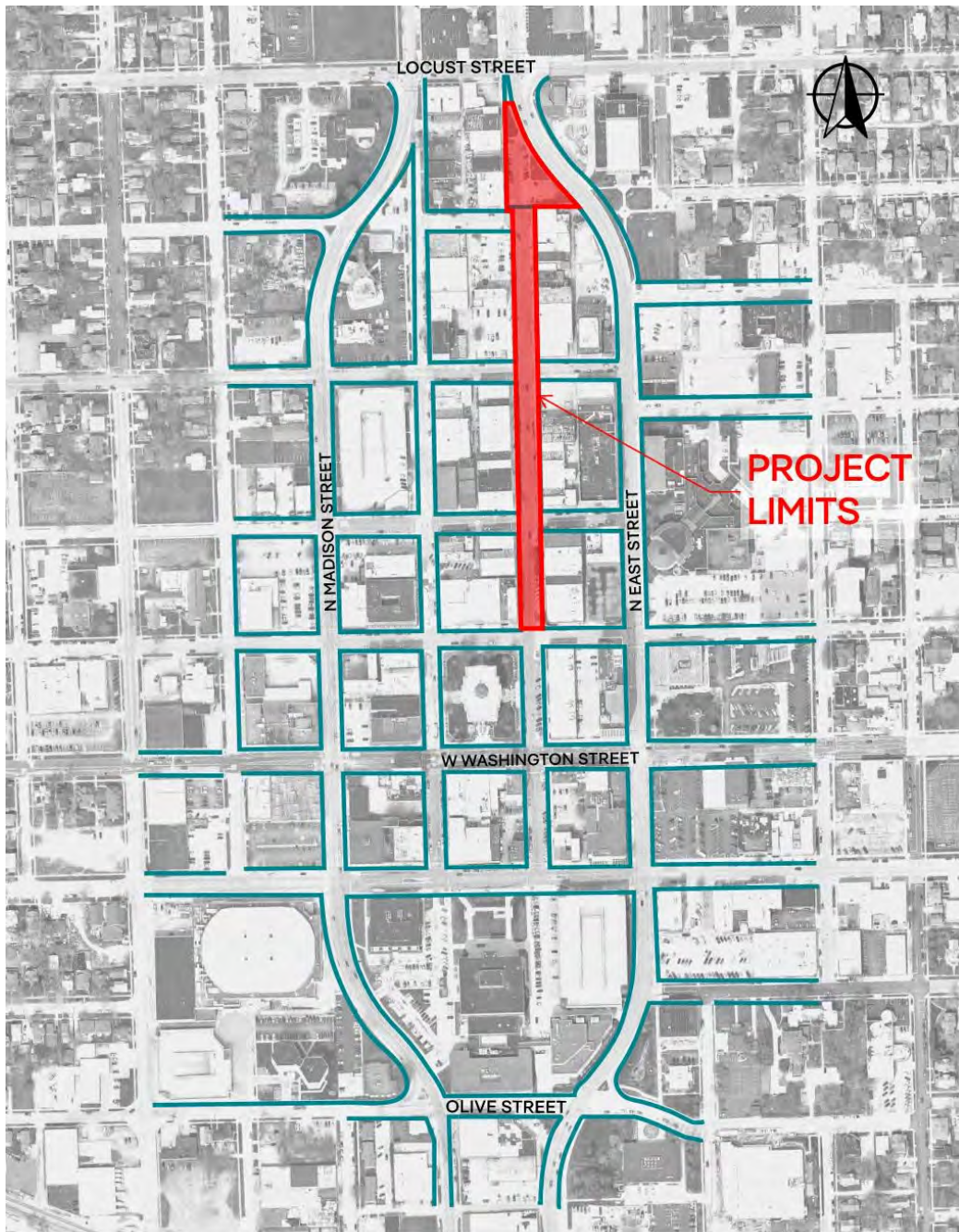


FIGURE 1 – PROJECT LIMIT BOUNDARY



Ramsey Division

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

March 11, 2024

Mr Jeffery E. Large, P.E., S.E.
Chief Structural Engineer
Crawford, Murphy & Tilly, Inc.
2750 W. Washington Street
Springfield, Illinois 62702
jlarge@cmtengr.com

Re: Proposal for Geotechnical Services
North Main Street Project
Bloomington, Illinois
MET Proposal No. B23209R1

Dear Mr. Large:

As requested in your March 8, 2024, Request for Proposal, 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 project consists of the reconstruction of several blocks of North Main Street between West Jefferson Street and North East Street in Bloomington, Illinois. The project includes streetscaping improvements. A suspended decorative steel ring supported by a steel mast is planned at the northern end of the project limits. The purpose of our investigation is to aid in the development of the project by acquiring information related to the existing roadway pavement structure.

As requested, we propose completing pavement cores and soil borings at ten (10) locations. Six (6) of the locations will be drilled to a depth of 6 feet below the surface and four (4) of the locations will be drilled to a depth of 40 feet below the surface. The approximate locations are shown on the Soil Boring Exhibit provided by CMT. It is understood that bore holes should be located in the middle of driving lanes in order to avoid conflict with the wheel path of vehicles. Field work will be coordinated with the City of Bloomington Public Works Department prior to initiating work and MET will contact the statewide JULIE service to clear underground utilities.

At each location an electric coring machine will be utilized to advance a nominal 4-inch diameter core barrel through the existing pavement. After the core has been extracted, a hand-auger would be utilized to further advance the hole through any subbase aggregate to the soil subgrade. After the pavement core and base material is removed, the borings will be advanced utilizing 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 15 ft., and 5 ft. thereafter will be utilized. If rock is encountered, at least one boring shall be extended 5 feet into the rock in accordance with ASTM D-2113. Each bore hole will be backfilled with auger cuttings and patched with concrete such that the finished concrete surface is flush with the surrounding pavement.

MET will utilize a two-person crew to perform the coring activities and soil borings and a two-person flagging crew who will aid with traffic control during the field activities. As requested, a geotechnical engineer will be on site during boring operations for the structural borings and shall advise the driller whether to go deeper.

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. Atterberg limits will be determined on select 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 geology of the area and the subsurface conditions encountered at the site.
- A summary of the sampling and laboratory testing techniques used.
- The borings logs and laboratory tests data.
- Photographs of each pavement core.
- Foundation recommendations for the steel mast.
- Pavement recommendations for the roadway.

MET proposes to perform the referenced services on a unit price basis in accordance with the attached Estimate Worksheet. 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
Bloomington Division Manager

Accepted: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Enclosures: Estimate Worksheet
Proposed Soil Borings Exhibit
General Conditions



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

Mr. Jeffery E. Large, P.E., S.E.
 Chief Structural Engineer
 Crawford, Murphy & Tilly, Inc.
 2750 W. Washington Street
 Springfield, IL 62702
jlarge@cmtengr.com

Proposal for Geotechnical Services
 North Main Street Project
 Bloomington, Illinois

 MET Proposal No. B23209R1
 March 11, 2024

<u>ESTIMATE WORKSHEET</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
<i>Field Exploration Services</i>			
Layout borings and arrange for utility clearance	1 Lump Sum	\$300.00	\$300.00
Mobilization of drilling equipment and personnel	1 Lump Sum	\$500.00	\$500.00
Drilling support vehicle	2.5 Days	\$150.00	\$375.00
Diamond bit coring equipment and generator	2.5 Days	\$300.00	\$750.00
Two-Person Coring/Drilling Crew	2.5 Days	\$2,000.00	\$5,000.00
Two-Person Flagging Crew with Equipment	2.5 Days	\$1,500.00	\$3,750.00
Concrete Patches	10 Each	\$25.00	\$250.00
On-site Geotechnical Engineer	2 Days	\$1,200.00	\$2,400.00
Shelby Tubes	0 Each	\$30.00	\$0.00
Rock Core Set Up	0 Locations	\$300.00	\$0.00
Rock Coring	0 Feet	\$65.00	\$0.00
Subtotal for Field Services:			\$13,325.00
<i>Laboratory Soil Testing Services</i>			
Unconfined compressive strength tests	33 Tests	\$5.00	\$165.00
Moisture content tests	66 Tests	\$5.00	\$330.00
Dry Density Tests	33 Tests	\$5.00	\$165.00
Atterberg Limits	2 Tests	\$150.00	\$300.00
Subtotal for Lab Services:			\$960.00
<i>Engineering Services</i>			
Project Engineer - Coordination & Report Preparation	16 Hours	\$150.00	\$2,400.00
Principal Engineer - Report Review	2 Hours	\$200.00	\$400.00
Subtotal for Engineering Services:			\$2,800.00
TOTAL ESTIMATED FEE:			\$17,085.00



**North Main Street Project
Proposed Soil Borings Exhibit
03/08/2024**



- 6' Soil Boring (6 total)
- 40' Soil Boring (4 total)

*Exact locations TBD



Hoerr Construction, Inc.
1416 County Road 200 N
P.O. Box 65
Goodfield, IL 61742

Office: (309) 691-6653
Fax: (309) 508-7990

PROJECT PROPOSAL & CONTRACT

Project: Downtown Bloomington – Sewer Televising

Quote #: 240305-1

3/6/2024

Chris Stritzel
CMT Engineers
2750 W Washington St
Springfield, IL 62702

HOERR CONSTRUCTION, INC. to Provide:

- Cleaning and televising of sanitary & storm sewer
 - Combination vacuum-jetter truck w/ technician for cleaning of sewers
 - Includes standard jetting nozzles & spinning jet heads
 - Vacuum removal of debris jetted from pipe
 - CCTV inspection van with technician for televising of sewers
 - Color pan & tilt camera on track or wheeled transporter
 - Digital video record of inspections & printed reports
 - Traffic control to include flashing lights and cones that are carried on the trucks.
- Certificate of insurance, if requested
- Prices quoted are good for 30 days
- Totals given are estimates only, actual time and materials used will be billed
 - Time charged includes travel to and from the jobsite.
 - Overtime rate is charged for time beyond 8 hours in a day

Owner / Engineer to Provide:

- Water for pipe cleaning operations – City to provide water as necessary
- Dump site for debris removed from pipe – can dump at BNWRD
- Access to pipes being cleaned and inspected to include but not limited to
 - Locating and opening all manholes associated with project prior to crew mobilizing to the site
- Any necessary bonds, permits, fees, taxes, association dues, special insurance coverage, surface restoration, erosion control, deflection testing, air testing, or staking



Hoerr Construction, Inc.
1416 County Road 200 N
P.O. Box 65
Goodfield, IL 61742

Office: (309) 691-6653
Fax: (309) 508-7990

Total Project Price:

• +/-8 Hours of CCTV Inspection @ \$266.000/Hour:	\$2,128.00
• +/-8 Hours of CCTV Inspection @ \$307.00/Hour:	\$ 307.00
• +/-8 Hours of Sewer Cleaning @ \$266.00/Hour:	\$2,128.00
• +/-1 Hours of Sewer Cleaning @ \$307.00/Hour:	\$ 307.00
Estimated Daily Total:	\$4,870.00

Thank you for the opportunity to quote this pipe cleaning and televising project. If this proposal is accepted, regular payments to be made to Hoerr Construction, Inc. monthly as the work progresses, as billed, for the units that were installed. If a separate contract format is used, this document shall be included as an exhibit. This proposal may be retracted if not accepted within 30 days. If you have any questions, please call me at (309) 691-6653.

Andrew Hoerr, Vice President/PM
Hoerr Construction, Inc.

Acceptance of Proposal

The pricing, specifications, and conditions noted above and on the following pages of this proposal are agreeable and are accepted in full. By signing below, you have our authorization to complete the work as specified.

Customer Authorized Signature

Customer Printed Name

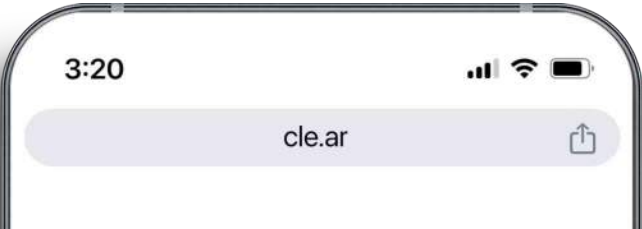
Acceptance Date



CMT + City of Bloomington

Downtown for Everyone, Extended Campaign **UPDATE 3**

Mar 18, 2024



Overview

The following items extend Downtown for Everyone components, hosting, and continued reach into and through 2024. The goal of these deliverables is to keep momentum and keep optics on the downtown streetscape project... Creating continued excitement and reach to Bloomington and surrounding areas.

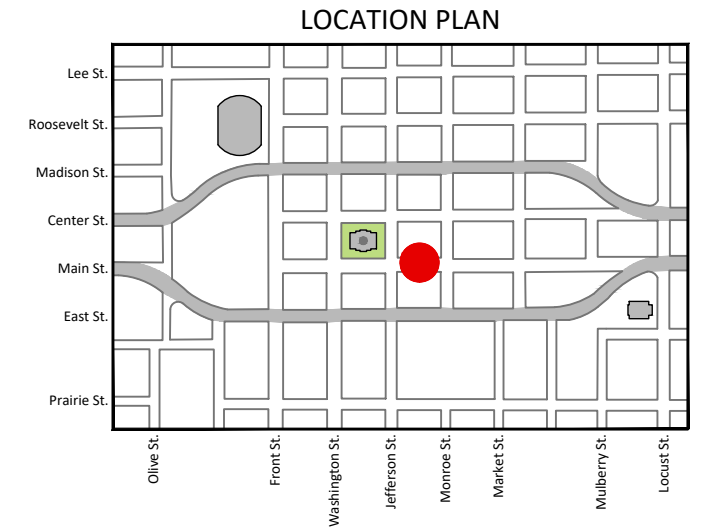
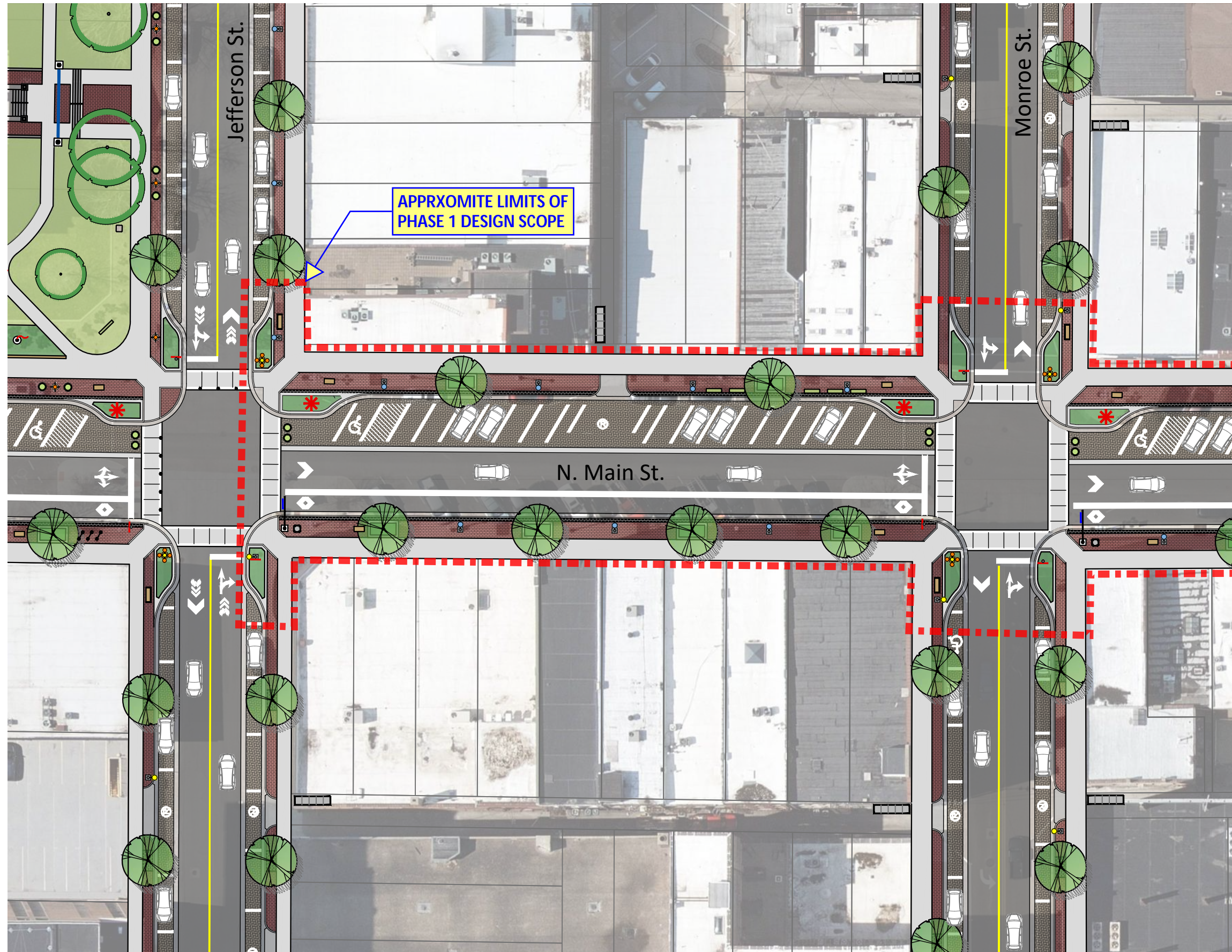
Extended Campaign (Updated)

The following deliverables and components will help reignite excitement and reach in 2024 as designs and construction plans are finalized and begin implementation phases later in 2024.

Extended Components:

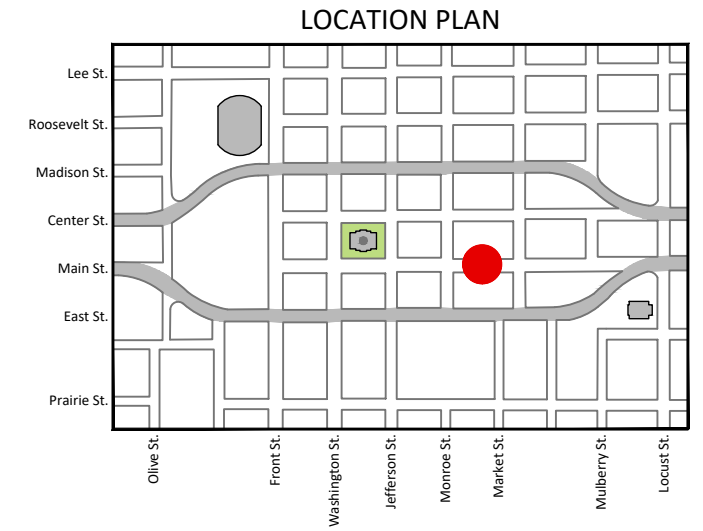
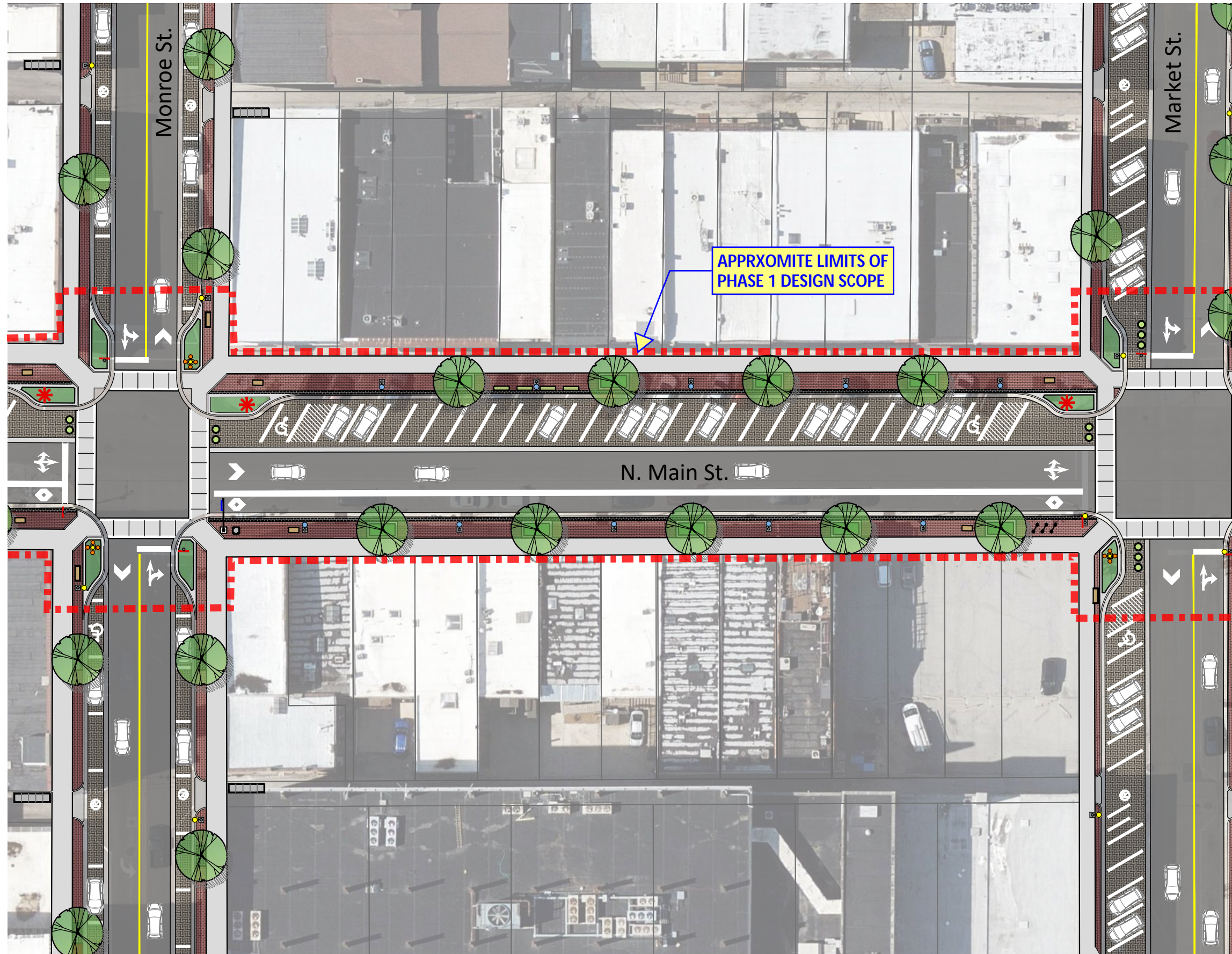
- 1. Web Hosting Extension: \$175**
Web hosting extension through the end of 2024, site/security/hosting for DowntownForEveryone.com
- 2. Major Web Update: New Animated Renders & Plans: \$4,500**
This will add motion to the new renders with movement, sound design, and integration into the website with other updated and new content.
- 3. Monthly Updates: 5x More Monthly Post Updates: \$1,950**
Addition of a new post, event, or update to the project. Graphic added, text added, email blast set up/designed and sent to subscribers.
(Note, we also have 2 remaining updates from the previous contract, so this would allow 7 more total posts/email blasts).
- 4. Billboard Design: \$800**
Billboard Ad Spend (Lamar, recommended): \$5,000 - \$10,000
Billboard Design (for the city to engage with Lamar or other board advertisers). We'll create a design and provide the various sizes/applications for boards decided upon. Boards in downtown or inbound to downtown (both digital and vinyl where available, March - July).
- 5. Mini Social Ad Campaign Design & Management: \$2,300**
Ad Spend: \$5,200
Social ad campaign (Facebook/Instagram) to promote DFE to B/N area and 45 mile radius (geofenced) from the Downtown area. CLEAR will create moving/motion ads, set audiences, integrate ads/configuration, and deploy/monitor to promote DFE, plans, and website from April 2024 - December 2024

6. NORTH MAIN STREET CONCEPTUAL DESIGN EXHIBITS



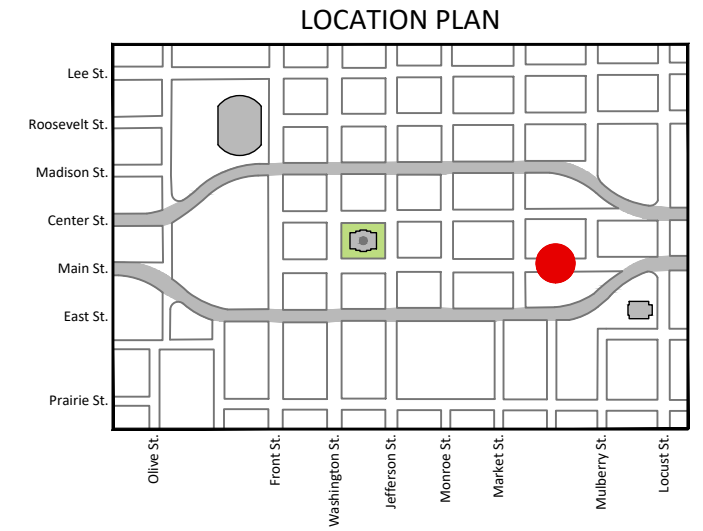
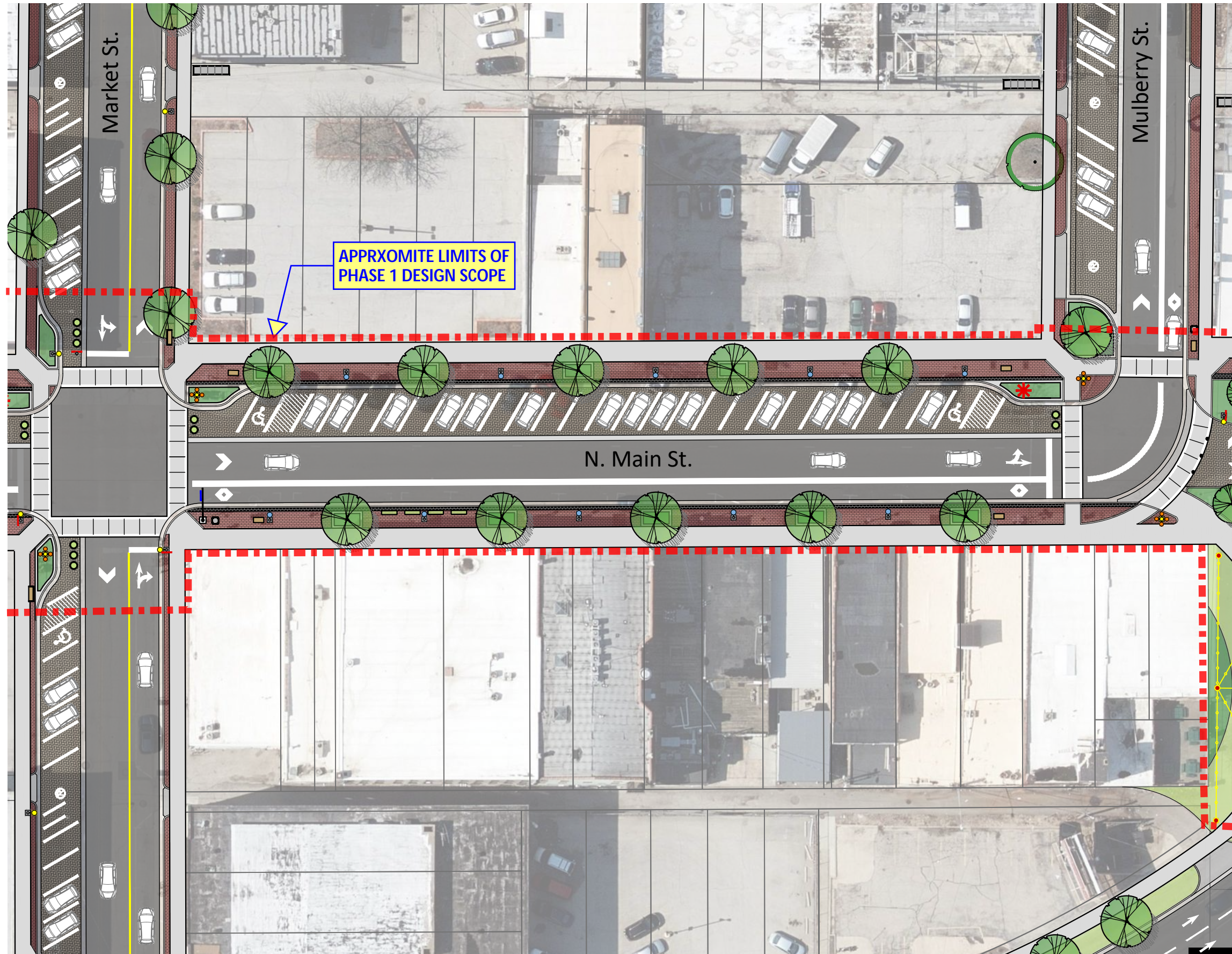
Draft Print

03/01/2024 4:57:49 PM



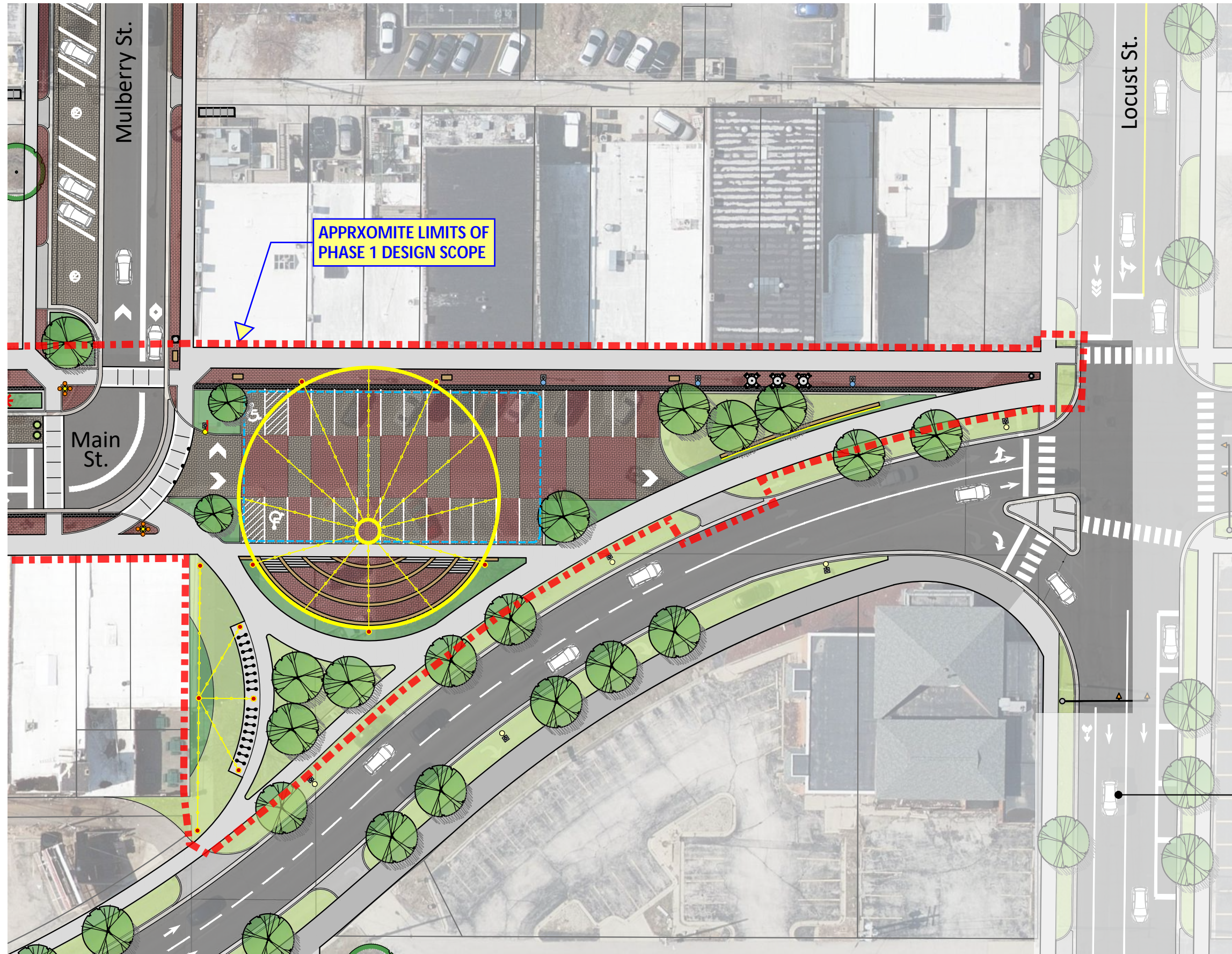
Draft Print

03/01/2024 4:57:53 PM

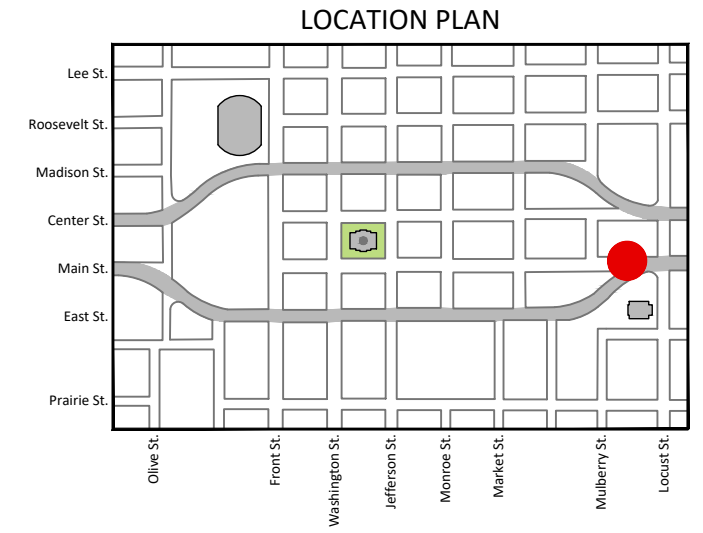


Draft Print

03/01/2024 4:58:01 PM



APPROXIMATE LIMITS OF PHASE 1 DESIGN SCOPE

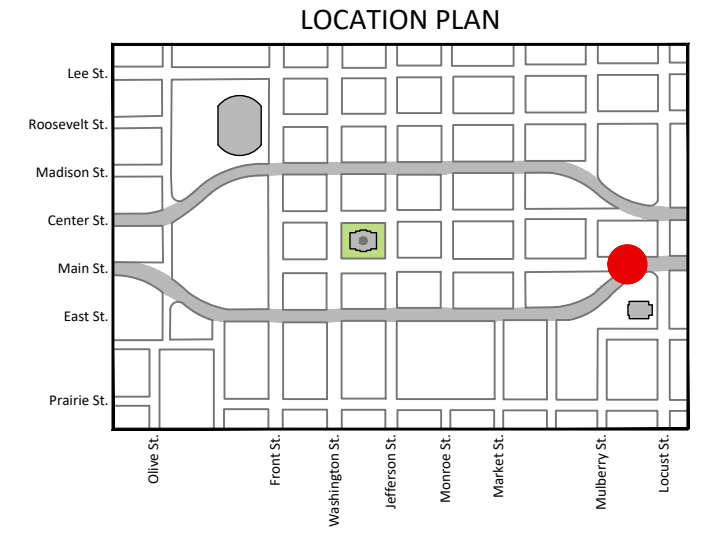
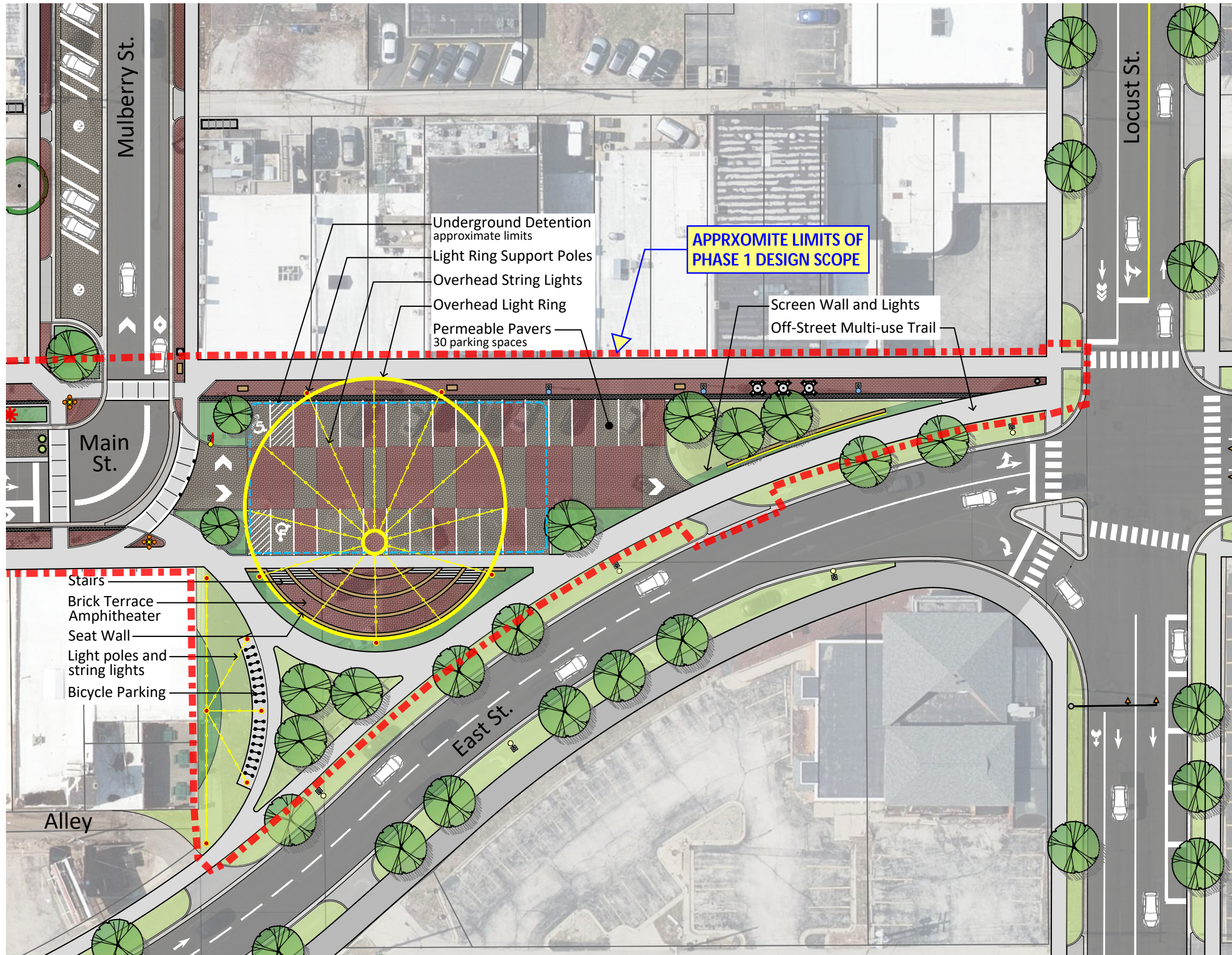


Streetscape outside the project area but shown to reference the State's Route 9 Improvement Plans

Draft Print

03/01/2024 4:58:06 PM

7. NORTH MAIN PLAZA CONCEPTUAL DESIGN EXHIBIT



Draft Print

03/01/2024 4:58:43 PM



8. NORTH MAIN STREET CONCEPTUAL OPC

Phase 1 - Main Street + North Main Plaza

Opinion of Probable Program Costs

Itemized Improvements

3/5/2024

Item #	Description	Unit	Quantity	Unit Cost	Total Cost
PREPARATION / REMOVALS					
1	Tree Removal	EA	36	\$ 600	\$ 21,600
2	Full-Depth Pavement Removal (HMA or PCC)	SY	5,230	\$ 20	\$ 104,600
3	1.5" Bituminous Surface Removal	SY	3,500	\$ 7.50	\$ 26,250
4	Sidewalk Removal	SF	40,785	\$ 3	\$ 122,355
5	Curb or Curb & Gutter Removal	LF	3,095	\$ 10	\$ 30,950
6	Aggregate Base Removal	SY	4,825	\$ 10	\$ 48,250
7	Storm Sewer Removal	LF	700	\$ 20	\$ 14,000
8	Manhole / Inlet Removal	EA	15	\$ 1,000	\$ 15,000
9	Pedestrian Light Fixture Removal (incl. base)	EA	35	\$ 1,000	\$ 35,000
10	Street Light Fixture Removal (incl. base)	EA	1	\$ 1,000	\$ 1,000
11	Fence Removal	LF	0	\$ 10	\$ -
12	Traffic Signal Removal Complete	L SUM	1	\$ 15,000	\$ 15,000
13	Misc. Removals (signs, bollards, pads, etc.)	L SUM	1	\$ 20,000	\$ 20,000
14	Erosion Control & Protection Complete	L SUM	1	\$ 20,000	\$ 20,000
15	Grading & Base Preparation	SY	8,170	\$ 10	\$ 81,700
16	Subgrade Repair / Stabilization / Full-Depth Patch	SY	820	\$ 150	\$ 123,000
17	Vault Abandonment	LF	500	\$ 1,000	\$ 500,000
18	Traffic Control / Maintaining Business Operations	L SUM	1	\$ 200,000	\$ 200,000
PAVEMENTS & CURBS					
19	Aggregate For Temporary Access	TON	570	\$ 75	\$ 42,750
20	Aggregate Base Course	TON	195	\$ 75	\$ 14,625
21	Hot-Mix Asphalt Binder Course - 5.5"	TON	1,110	\$ 140	\$ 155,400
22	Hot-Mix Asphalt Surface Course - 2.5"	TON	405	\$ 175	\$ 70,875
23	Bituminous Materials (Tack Coat)	LBS	2,365	\$ 2.50	\$ 5,913
24	PCC Pavement, 8"	SY	410	\$ 125	\$ 51,250
25	PCC Sidewalk, 5"	SF	26,485	\$ 15	\$ 397,275
26	Ramp, Wall, Railing for ADA Access	EA	6	\$ 20,000	\$ 120,000
27	Brick Pavers - Red (incl. Conc. Base)	SF	13,465	\$ 35	\$ 471,275
28	Brick Pavers - Black (incl. Conc. Base)	SF	3,115	\$ 50	\$ 155,750
29	Permeable Pavers (Incl. Agg Base)	SF	26,815	\$ 30	\$ 804,450
30	Detectable Warnings	SF	345	\$ 45	\$ 15,525
31	Comb Concrete Curb & Gutter	LF	2,575	\$ 50	\$ 128,750
32	Concrete Curb, Type B	LF	500	\$ 40	\$ 20,000
33	Raised Planter Curb	LF	1,975	\$ 40	\$ 79,000
34	Flush Concrete Curb	LF	940	\$ 50	\$ 47,000
35	Signs & Posts	LS	1	\$ 25,000	\$ 25,000
36	Pavement Marking - Line	LF	3,810	\$ 10	\$ 38,100
37	Pavement Marking - Symbols	SF	425	\$ 25	\$ 10,625
UTILITIES					
38	Fire Hydrant to be Relocated / Adjusted	EA	4	\$ 1,500	\$ 6,000
39	Valve / Box / Meter to be Adjusted	EA	80	\$ 250	\$ 20,000

40	Manholes to be Adjusted (Storm or Sanitary)	EA	3	\$ 750	\$ 2,250
41	Inlet to be Adjusted	EA	0	\$ 750	\$ -
42	Handhole to be Adjusted	EA	20	\$ 500	\$ 10,000
43	New Storm Sewer - 6" Perforated HDPE (pavers)	LF	1,200	\$ 40	\$ 48,000
44	New Storm Sewer - 12" RCP	LF	300	\$ 100	\$ 30,000
45	New Storm Sewer - 18" RCP	LF	275	\$ 125	\$ 34,375
46	New Storm Sewer - 24" RCP	LF	400	\$ 150	\$ 60,000
47	New Storm Sewer - 36" RCP	LF	475	\$ 175	\$ 83,125
48	New Storm Inlet / Manhole	EA	12	\$ 5,000	\$ 60,000
49	Exist Ped Light to be Relocated w/ new base	EA	0	\$ 5,000	\$ -
50	Exist Ped Light to be Modernized (5 globe)	EA	7	\$ 7,500	\$ 52,500
51	New Pedestrian Light (incl. conduit, cabling, etc.)	EA	31	\$ 15,000	\$ 465,000
52	New Roadway Light (incl. conduit, cabling, etc.)	EA	7	\$ 20,000	\$ 140,000
53	Concrete Foundation (new lights)	EA	45	\$ 2,500	\$ 112,500
54	Lighting Controller	EA	2	\$ 15,000	\$ 30,000
55	Trench Backfill	CY	1,000	\$ 80	\$ 80,000
56	Downtown Fiber Network Conduit (no cables)	LF	2,700	\$ 50.00	\$ 135,000
57	Downtown Fiber Network Handholes	EA	15	\$ 750.00	\$ 11,250
58	Misc. Relocations or Adjustments - Gas	L SUM	1	\$ 25,000	\$ 25,000
59	Misc. Relocations or Adjustments - Water	L SUM	1	\$ 25,000	\$ 25,000
60	Misc. Relocations or Adjustments - Electric	L SUM	1	\$ 25,000	\$ 25,000
61	Misc. Relocations or Adjustments - Telecom	L SUM	1	\$ 25,000	\$ 25,000
SITE FURNISHING & FEATURES					
62	Relocated Benches	EA	5	\$ 500	\$ 2,500
63	Benches - Backless	EA	16	\$ 2,000	\$ 32,000
64	Benches - Backed	EA	0	\$ 2,500	\$ -
65	City Bin Containers (XL)	EA	7	\$ 15,000	\$ 105,000
66	Trash Compactors (including electric feed, etc.)	EA	6	\$ 10,000	\$ 60,000
67	Bicycle Racks	EA	19	\$ 750	\$ 14,250
68	Retractable Bollards	EA	3	\$ 2,500	\$ 7,500
69	Fixed Bollards	EA	4	\$ 2,000	\$ 8,000
70	Planters with water reservoir	EA	15	\$ 2,500	\$ 37,500
71	Ornamental Fencing - 4' height	LF	170	\$ 125	\$ 21,250
72	Ornamental Fencing - 6' height	LF	0	\$ 175	\$ -
73	Flex Lane Overhead Sign & Foundation	EA	3	\$ 7,500	\$ 22,500
74	Outdoor Sculptures / Art - Foundation Only	EA	6	\$ 5,000	\$ 30,000
75	Digital Directory Signs	EA	2	\$ 10,000	\$ 20,000
76	EV Charging Stations (Level 2)	EA	5	\$ 5,000	\$ 25,000
LANDSCAPING					
77	Invisible Tree Sub-Grate	EA	26	\$ 3,500	\$ 91,000
78	Topsoil Furnish & Place	CY	670	\$ 75	\$ 50,250
79	Street Tree	EA	36	\$ 1,500	\$ 54,000
80	Plant Beds (shrubs, pernnials, groundcover)	SY	455	\$ 180	\$ 81,900
81	Turf Seed	SY	0	\$ 5	\$ -
82	Turf Sod	SY	480	\$ 12	\$ 5,760
SPECIALITY ITEMS - PHASE 1 ONLY					
83	Underground Detention System	CF	35,000	\$ 25	\$ 875,000
84	Existing Water Main Replacement (Replace Aging)	LF	0	\$ 300	\$ -
85	Existing Sanitary Main Televis / Repair / Lining	LF	400	\$ 200	\$ 80,000

86	Overhead Ring / Structure / Lighting	L SUM	1	\$ 1,000,000	\$ 1,000,000
87	Amphitheatre Seat Walls with cap	L SUM	1	\$ 100,000	\$ 100,000
88	Amphitheatre Brick Pavers (incl. Conc. Base)	SF	1,105	\$ 35	\$ 38,675
89	Amphitheatre Steps (2 risers)	EA	2	\$ 15,000	\$ 30,000
90	Amphitheatre Steps (4 risers)	EA	2	\$ 20,000	\$ 40,000
91	Amphitheatre Steps (6 risers)	EA	2	\$ 30,000	\$ 60,000
92	Screen Walls (42" ht) / Lighting	LF	130	\$ 850	\$ 110,500
93	Festoon Light Support Poles	EA	6	\$ 10,000	\$ 60,000
94	Overhead Festoon Lighting	L SUM	1	\$ 120,000	\$ 120,000
95	Lighting Controller (Overhead Ring & Festoon)	EA	1	\$ 25,000	\$ 25,000
96	Security Camera System	EA	4	\$ 10,000	\$ 40,000
97	Game Tables	EA	3	\$ 3,000	\$ 9,000
Sub-Total					\$ 8,768,853
Design Contingency				15%	\$ 1,315,400
Mobilization				5%	\$ 505,000
Construction Layout				2%	\$ 202,000
A/E - Design Fees (+/-)				10%	\$ 1,050,000
A/E - Construction Phase Services (+/-)				10%	\$ 1,050,000
PHASE 1 - Main Street + North Main Plaza Total (rounded to nearest 10,000)					\$ 12,900,000

Intergovernmental Agreement Cost sharing for Dropbox Recycling Program

This agreement (“**IGA**”) is dated May 1, 2024, and is between the Town of Normal (“**Town**”), the City of Bloomington (“**City**”), and the County of McLean (“**County**”).

The Town, the City, and the County are each a “unit of local government,” as defined under Article VII, Section 1, of the Constitution of the State of Illinois. They are each a “public agency” under the Illinois Intergovernmental Cooperation (Act, 5 ILCS 220/).

The diversion of traditional recyclables from the Town, City, and County's solid-waste stream conserves resources; it reduces dependence on exporting waste to landfills outside of McLean County; and it creates local jobs in recycling.

Residential recycling continues to be a critical strategy of the 2017 *Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois* for reducing municipal solid waste to be landfilled outside of McLean County.

The Town of Normal operates a Dropbox Recycling Program.

Curbside recycling services are not universally available to all residents of the Town, City, and County, and many residents therefore depend upon the availability of the Dropbox Recycling Program.

According to user surveys, the recycling dropboxes provided by the Town are used in nearly equal proportions by residents of the Town, City, and unincorporated areas of the County.

The parties previously entered into an intergovernmental agreement to share the costs of the Dropbox Recycling Program; that intergovernmental agreement terminated on December 31, 2023, and the parties desire to continue the cost sharing relationship.

The parties find that it would be beneficial to all of their respective citizens to continue the Dropbox Recycling Program and to share the costs of that program between the governmental bodies.

The parties, therefore, agree as follows:

1. Operation of Dropbox Program.

- 1.1. The Town will operate the Dropbox Program in accordance with the contract dated May 1, 2024, between the Town and Balcones Midwest, LLC (“**Dropbox Service Contract**”) attached as Appendix 1.
- 1.2. The Town will allow any resident of McLean County to participate in the Dropbox Recycling Program.

2. Cost sharing.

- 2.1. The cost sharing for the Dropbox Program will be split such that the City and the County shall each reimburse the Town for that party's proportionate share of the costs incurred by the Town under the Dropbox Service Contract.

2.1.1. A party's proportionate share of the costs under section 2.1 will be determined by the ratio of that party's users compared to the total users of the City, Town, and County, combined. The number of users will be determined by the most recent user survey conducted by the Ecology Action Center after the execution of this IGA. Users of the County will be the residents of the County who are not residents of the City or the Town.

2.2. On or before May 31, 2025 and each May 31 thereafter, the Town will deliver to the City and the County an invoice setting forth the costs incurred by the Town under the Dropbox Service Contract for the prior Dropbox Service Contract contract year (May 1 – April 30). The City and the County shall reimburse the Town, as set forth in section 2.1, within 60 days after the invoice date. The Town, upon request, shall provide the City and the County with documentation supporting the reimbursement amount in the invoice.

3. Term and termination.

3.1. The term of this IGA begins on the date set forth in the introductory clause and continues through the date that the Town has received payment under section 2.2 from both the City and the County for the period ending April 30, 2027.

3.2. After May 1, 2025, any party may terminate this IGA with 90 days' written notice to the other parties. Upon such a termination, the Town shall, on or after the termination date, deliver to the City and County an invoice setting forth the costs of services to be incurred through the termination date. The City and the County shall reimburse the Town, as set forth in section 2.1, within 60 days after the invoice date. This reimbursement requirement extends after the termination of the agreement under this section 3.2 and remains in effect until fulfilled.

3.3. If Town terminates the Dropbox Service Contract because the City or the County terminated this IGA, then that party terminating this IGA shall reimburse the Town for any termination charges incurred under section 14 of the Dropbox Service Contract. The termination charges will be prorated to each party terminating this IGA. The reimbursement for the termination charges will be included in the invoice under section 3.2.

4. Amendments. This IGA may be amended only by a written agreement of the parties that identifies itself as an amendment to this IGA.

5. Third parties. Nothing in this IGA is intended to confer any right or remedy on any person other than the parties, nor is anything in this IGA intended to affect or discharge any obligation or liability of any third persons to the parties, nor to give any such third person any right of action or subrogation against the Parties.

6. Final agreement. This IGA constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this IGA. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this IGA are expressly merged into and superseded by this IGA. The provisions of this IGA may not be explained, supplemented, or qualified through evidence of prior trade usage or a prior course of dealing. In entering into this IGA, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this IGA. There

are no conditions precedent to the effectiveness of this IGA other than those expressly stated in this IGA.

- 7. **Surviving provisions.** Any term of this IGA that, by its nature, extends after the end of the IGA, whether by expiration or termination, remains in effect until fulfilled.
- 8. **Counterparts.** This IGA may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which, together, constitute the same instrument. If any signature is delivered by facsimile or by email of a “.pdf” format data file, then that signature creates a valid and binding obligation of that party with the same force and effect as if the facsimile or “.pdf” signature page were an original.

The parties are signing this agreement as of the date set forth in the introductory clause.

County of McLean	City of Bloomington	Town of Normal
By: _____ County Board Chairman	By: <i>Mhoke Mwilambwe</i> Mayor 2/27/2024 5:34 PM CST	By: _____ President, Board of Trustees
Attest:	Attest: <i>Leslie Smith-Yang</i>	Attest:
By: _____ County Clerk	By: _____ City Clerk 2/27/2024 9:35 PM CST	By: _____ Town Clerk



MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of Bloomington, Illinois (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective on the last signature date set forth below (“**Effective Date**”).

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City's branding (“**Marks**”), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. **Property Owner Data.** If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

5. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

6. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the

applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

7. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Scott Rathbun
City of Bloomington
115 E. Washington St., Ste 310
Bloomington, IL 61701
Email: byehl@cityblm.org
Phone: (309) 434-2306

To: Company:
ATTN: Chief Growth Officer
Utility Service Partners Private Label, Inc.
601 Merritt 7, 6th Floor
Norwalk, CT 06851
Phone: (866) 974-4801

8. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

9. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

10. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

11. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Illinois, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

12. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

CITY OF BLOOMINGTON

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

DocuSigned by:

Michael Backus

0F9AA4D707BA476...

Name: Michael Backus

Title: Chief Growth Officer

Date: 4/1/2024 | 11:06 AM EDT

Exhibit A
NLC Service Line Warranty Program
City of Bloomington
Term Sheet
March 28, 2024

- I. Initial Term. Three Years.
- II. License Conditions. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products.
 - A. External water service line plan (initially, \$5.25 per month)
 - B. External sewer/septic line plan (initially, \$7.25 per month)Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage.
 - A. External water service line plan:
 - i. Covers Property Owner responsibility: From the meter to the external wall of the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable.
 - B. External sewer/septic line plan:
 - i. Covers Property Owner responsibility: From the external wall of the home to the city tap.
 - ii. Covers septic lines if applicable.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed.