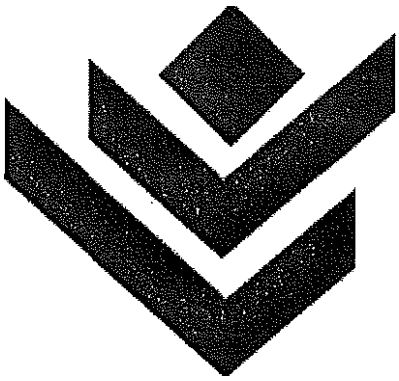
CITY OF BLOOMINGTON COUNCIL MEETING APRIL 9, 2018



City Logo Design Rationale

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

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

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

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

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

Brief Summary of Five Council Priorities

Five Priorities

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

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

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

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

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

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

DRAFT

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

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

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

DRAFT

CITY OF Bloomington ILLINOIS

RESOLUTION NO. 2016 -29

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

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

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

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

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

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

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

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

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

Vision: A Jewel of Midwest Cities

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

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

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

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

CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Cherry L. Lawson

Cherry L. Lawson, City Clerk

AGENDA

CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 9, 2018; 7:00 P.M.

1. Call to order

2. Pledge of Allegiance to the Flag

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

5. Recognition/Appointments

A. Proclamation declaring April 16, 2018 "National Healthcare Decisions Day".

B. Recognition of Jan Elam and Todd Campbell of Bloomington, IL for their work on the completion and restoration of the Gazebo and Pavilion at the Briarwood and Dawes Intersection.

C. Appointment of Tyson Mohr to the Bloomington Planning Commission.

6. Public Comment

7. "Consent Agenda"

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

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

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

A. Consideration of approving the Minutes of the March 26, 2018 and February 12, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*

B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of $4,480,335.88. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of $4,480,335.88, and orders drawn on the Treasurer for the various amounts as funds are available.)*

C. Consideration of an Appointment to the Bloomington Planning Commission. *(Recommend Tyson Mohr be appointed to the Bloomington Planning Commission.)*

D. Consideration of a Supportive Housing Program/Continuum of Care Shelter Plus Care Grant Agreement (Project IL0288L5T121710), as requested by the Community Development Department. *(Recommend the attached Shelter Plus Care Grant Agreement (Project IL0288L5T121710) to the U.S. Department of Housing and Urban Development be approved and submitted, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

E. Consideration of a Supportive Housing Program/Continuum of Care Families and Individuals with Disabilities Grants Agreement (Project IL0283L5T121709), as requested by the Community Development Department. *(Recommend the attached Supportive Housing Program/Continuum of Care Families and Individuals with Disabilities Grant Agreement (Project IL0283L5T121709) to the US Department of Housing and Urban Development be approved and submitted, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

F. Consideration of an assignment of the Grossinger Motors naming rights agreement to AutoCanada Holdings, Inc. as requested by Grossinger Motors Arena. *(Recommend approving the attached Grossinger Motors naming rights agreement assignment to AutoCanada Holdings, Inc., and authorize the City Manager and City Clerk to execute the necessary documents.)*

G. Consideration of a Temporary Easement Agreement between John and Sandra Bauby and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department. *(Recommend the attached Temporary Easement Agreement with John Bauby and Sandra Bauby be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

H. Consideration of a Temporary Easement Agreement between Marcfirst and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department. *(Recommend the attached Temporary Easement Agreement*

with Marcfirst be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)

I. Consideration of a Temporary Easement Agreement between Jeffrey and Vicki McCain and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department. *(Recommend the attached Temporary Easement Agreement with Jeffrey McCain and Vicki McCain be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

J. Consideration of a Road Dedication Agreement between Stephen Snyder and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department. *(Recommend the attached Road Dedication Agreement with Stephen W. Snyder be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

K. Consideration of an Ordinance amending the Bloomington City Code to increase the number of sergeants by one position and decrease the number of patrol officers by one position as requested by the Police Department. *(Recommend the attached Ordinance be approved, increasing the number of sergeants in the Bloomington Police Department by one position and decreasing the number of patrol officers in the Department by one position, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

L. Consideration of a petition for the Lake Bloomington Lease Transfer of Lot 7, Block 23, in Camp Potawatomie from the City of Bloomington to the petitioner, Nathaniel Green. Also, consideration of the vacation of the current septic system easement tied to Lot 6, Block 23 in Camp Potawatomie and the creation of a new septic system easement for Lot 10, Block 23 in Camp Potawatomie as requested by the Water Department. *(Recommend the attached petition for the Lake Bloomington Lease Transfer of Lot 7, Block 23 in Camp Potawatomie from the City of Bloomington to Nathaniel Green be approved, the current septic system easement on Lot 6, Block 23 in Camp Potawatomie be vacated, and a new septic system easement on Lot 10, Block 23 in Camp Potawatomie be created and the Mayor and City Clerk be authorized to execute the necessary documents.)*

M. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on April 28, 2018 from Evan O'Shea and Jennifer Yu to allow moderate consumption of alcohol. *(Recommend the attached Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on April 28, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

N. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and

Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on June 16, 2018 the request from Joseph Johnson and Andrea Pierce to allow moderate consumption of alcohol. *(Recommend the attached Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on June 16, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

O. Consideration of an application submitted by RoadSmart, LLC d/b/a RoadSmart, located at 1513 Morrissey Drive, requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the attached application of RoadSmart, LLC d/b/a RoadSmart, located at 1513 Morrissey Drive, requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week be approved upon all compliance with contingencies of all employees serving alcohol complete BASSET.)*

P. Consideration of an application submitted by Station Two Twenty, Inc., d/b/a Bakery and Pickle Bar located at 513 N. Main Street, requesting a RAS liquor license which would allow the sale of all types of liquor by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the attached application of Station Two Twenty, Inc., d/b/a Bakery and Pickle Bar located at 513 N. Main Street, requesting a RAS liquor license which would allow the sale of all types of liquor by the glass for consumption on the premises seven (7) days a week be approved upon all compliance with contingencies of all employees serving alcohol complete BASSET.)*

8. "Public Hearing"

A. Public Hearing for the proposed Downtown East Washington Street Redevelopment Project Area as scheduled by Ordinance 2018-08 which was approved on February 12, 2018 and recommend by the City's Office of Economic Development. *(Recommend the public hearing be convened for the proposed Downtown East Washington Street Redevelopment Project Area.) (Presentation by Bob Mahrt, Interim Community Development Director, 5 minutes.)*

a. Presentation by Mike Weber, Director, PGAV Planners, 10 minutes.
b. Open Public Hearing
c. Public Comment
d. Close Public Hearing

9. "Regular Agenda"

A. Consideration of Adoption of the FY 2019 Proposed Budget and Appropriation Ordinance.

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(Recommend the attached Fiscal Year 2019 Appropriation Ordinance, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Steve Rasmussen, Interim City Manager, 5 minutes, City Council discussion, 5 minutes.)

B. Consideration of authorizing the Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Coverage for the City of Bloomington as requested by the Administration Department. *(Recommend the payment to Arthur J. Gallagher, Itasca, IL, for Insurance Coverage and Insurance Broker Service from May 1, 2018, through April 30, 2019, be approved in the amount of $811,336, and authorize the Finance Department to issue payment.) (Presentation by Steve Rasmussen, Interim City Manager and Mike Nugent, Nugent Consulting Group, 10 minutes, City Council discussion, 10 minutes.)*

C. Presentation and discussion of the Bloomington Police Department 2017 Annual Report. *(Recommend presentation and discussion only.) (Presentation by Brendan Heffner, Chief of Police, 15 minutes, City Council discussion, 5 minutes.)*

D. Consideration of a Resolution designating and authorizing a project to reconfigure and resurface the intersection of Empire Street and Fairway Drive and the project to resurface IAA Drive from Empire Crossing to Rowe Drive as Redevelopment Projects in the Empire Street Corridor TIF District at a combined estimated cost of $550,000 as requested by the Public Works Department and the Community Development Department's Office of Economic Development. *(Recommend the attached Resolution designating and authorizing two Redevelopment Projects in the Empire Street Corridor Redevelopment Project Area be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director, 5 minutes, City Council discussion 5 minutes.)*

E. Consideration of a Resolution to provide financial support in the amount of $17,625 for the Feasibility Report and Economic Impact Analysis regarding a potential multi-sport complex in Bloomington-Normal. *(Recommend the attached Resolution to provide financial support in the amount of $17,625 for the Feasibility Report and Economic Impact Analysis regarding a potential multi-sport complex in Bloomington-Normal be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Steve Rasmussen, Interim City Manager, 10 minutes, City Council discussion, 20 minutes.)*

F. Consideration of various water contracts including a recommendation to approve each of the items presented in one motion. *(Recommend that each of the following contracts be approved as provided in the indicated.) (Presentation by Robert Yehl, Water Director 5 minutes, City Council discussion 15 minutes.)*

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a. A Professional Services Contract with Crawford, Murphy & Tilly, Inc. for Professional Engineering Services related to the Construction Observation of the Evergreen Lake Pump Station Electrical Conversion, (RFQ 2016-04, Resolution 16-10), not to exceed the amount of $42,177.00, as requested by the Water Department. *(Recommend the attached Professional Services Contract with Crawford, Murphy & Tilly, Inc. for Professional Engineering Services related to the Construction Observation of the Evergreen Lake Pump Station Electrical Conversion in the amount not to exceed $42,177.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

b. A Contract in the amount of $447,011.50 for Miscellaneous Dam Repairs at Lake Bloomington and Evergreen Lake, City Re-Bid No. 2018-15, as requested by the Water Department. *(Recommend the attached Contract with Stark Excavating, Inc. be approved as the only bid for the Miscellaneous Dam Repairs at Lake Bloomington and Evergreen Lake in the amount of $447,011.50 for Work Packages No. 1-8, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

c. A Professional Services Contract with Hanson Professional Services, Inc. for Professional Engineering Services related to the Construction Observation of the Miscellaneous Dam Repairs at Lake Bloomington & Evergreen Lake capital project, (RFQ 2016-04, Resolution 16-10), not to exceed the amount of $101,700.00, as requested by the Water Department. *(Recommend the attached Professional Services Contract with Hanson Professional Services, Inc. for Professional Engineering Services related to the Construction Observation of the Miscellaneous Dam Repair Lake Bloomington & Evergreen Lake in the amount not to exceed $101,700.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

d. A Contract with WM. Masters, Inc. in the amount of $199,875.00 for the Lake Evergreen Pump Station Electrical Conversion, City Bid No. 2018-33, as requested by the Water Department. *(Recommend the attached Contract with WM. Masters, Inc. be approved as the low bid for the Lake Evergreen Pump Station Electrical Conversion in the amount of $199,875.00, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

e. A Contract with George Gildner, Inc., in the amount of $787,875.00, for the Water Main Replacement at Lake Bloomington (City Bid No. 2018-32), as requested by the Water Department. *(Recommend the attached Contract with George Gildner, Inc. be approved as the low bid for the Water Main Replacement at Lake Bloomington in the amount of $787,875.00, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

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f. Consideration of a Resolution approving a Change Order to Purchase Order #20180051-00 with Ferguson Enterprises in the amount of $35,000.00 for the FY 2018 Water Meter Installation Program as requested by the Water Department. *(Recommend the attached Resolution authorizing a Change Order in the amount of $35,000.00 to Purchase Order #20180051-00 with Ferguson Enterprises and that the purchase of Neptune Water Meters and Accessories be approved, and the Mayor and City Clerk be authorized to execute the Resolution.)*

10. City Manager's Discussion

11. Mayor's Discussion

12. City Aldermen's Discussion

13. Executive Session – *Cite Section*

14. Adjournment

15. Notes

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

RECOGNITIONS

Council Date: April 9, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

A. Proclamation declaring April 16, 2018 as “National Healthcare Decisions Day.”

B. Recognition of Jan Elam and Todd Campbell of Bloomington, IL for their work on the completion and restoration of the Gazebo and Pavilion at the Briarwood and Dawes Intersection.

C. Appointment of Tyson Mohr to the Bloomington Planning Commission.

PROCLAMATION

National Healthcare Decisions Day
April 16, 2018

WHEREAS, *Healthcare Decisions Day is designed to raise public awareness of the need to plan ahead for health care decisions related to end of life care and medical decision-making whenever patients are unable to speak for themselves and to encourage the specific use of advance directives to communicate these important health care decisions; and,*

WHEREAS, *the Illinois Living Will Act and Illinois Power of Attorney Acts provide the specifics of our advance directives law and offers a model form for patient use; and,*

WHEREAS, *it is estimated that only about 20 percent of people in Illinois, and in Bloomington, have executed an advance directive. Moreover, it is estimated that less than 50 percent of severely or terminally ill patients have an advance directive; and,*

WHEREAS, *it is likely that a significant reason for these low percentages is that there is both a lack of knowledge and considerable confusion in the public about Advance Directives; and,*

WHEREAS, *one of the principal goals of Healthcare Decisions Day is to encourage hospitals, nursing homes, assisted living facilities, continuing care retirement communities, and hospices to participate in an effort to provide clear and consistent information to the public about advance directives, as well as to encourage medical professionals and lawyers to volunteer their time and efforts to improve public knowledge and increase the number of Bloomington citizens with advance directives; and,*

WHEREAS, *the Benjamin and Mary Evelyn Moore Foundation and other organizations throughout Illinois have endorsed this event and are committed to educating the public about the importance of discussing health care choices and executing advance directives; and,*

WHEREAS, *as a result of April 16, 2018, being recognized as Healthcare Decisions Day in Bloomington, Illinois, more citizens will have conversations about their health care decisions; more citizens will execute Advance Directives to make their wishes known; and fewer families and health care providers will have to struggle with making difficult health care decisions in the absence of guidance from the patient.*

NOW, THEREFORE, *I, Tari Renner, Mayor of Bloomington, do hereby recognize April 16, 2018, as* ***NATIONAL HEALTHCARE DECISIONS DAY*** *in Bloomington, Illinois, and call this observance to the attention of all our citizens.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 12th day of March, 20[illegible].*

Tari Renner
Mayor

Cherry Lawson
City Clerk

RECOGNITION
OF
JAN ELAM AND TODD CAMPBELL
APRIL 9, 2018

***WHEREAS**, we are here to celebrate Jan Elam and Todd Campbell of the Bloomington Park District for their work on the completion and restoration of the Gazebo and Pavilion at the Briarwood and Dawes Intersection; and,*

***WHEREAS,** both worked through the most inclement winter weather of 2017 and 2018, enduring sub-zero temperatures to make sure the project was completed; and,*

***WHEREAS,** providing excellent craftsmanship and enhancing and updating the gazebo into an inviting haven that will be treasured and used for generations to come; and,*

***WHEREAS,** both were crucial for providing a structure with excellent form and useful function, and their crucial work led to the renovation of a treasured residential landmark that had fallen into disrepair and adding charm and character to the Briarwood-Dawes-Norbloom neighborhood; and,*

***WHEREAS,** both has served as outstanding City of Bloomington goodwill ambassadors to the neighborhood and helping promote neighborhood unity with the improvement, safety, and means to preserve the character of the gazebo/shelter. They also extended the courtesy to residents of answering questions and concerns that arose during the project as well as for the responsible stewardship of city property, equipment, and regard for the residents; and,*

***WHEREAS,** for researching and sharing the historic background of the gazebo with the residence and chronicling the structural improvements during various stages of renovation with photos to aid in identification of the project as well as for future reference/research; and,*

***WHEREAS,** for their constancy in maintaining a kind, cheerful, positive, approachable and friendly outlook; and,*

***NOW, THEREFORE, I**, Tari Renner, Mayor of Bloomington, wish to extend our thanks and recognize Jan Elam and Todd Campbell for their outstanding work on this project.*

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 29th day of March, 2018.*

Tari Renner
Mayor

Cherry Lawson
City Clerk

CONSENT AGENDA

CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: April 9, 2018

SUBJECT: Consideration of approving the Minutes of the March 26, 2018 and February 12, 2018 Regular City Council Meeting.

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

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

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- March 26, 2018 Regular City Council Meeting Minutes
- February 12, 2018 Regular City Council Meeting Minutes

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

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

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

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

Absent: Dave Sage

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

Recognition/Appointments

A. Recognition of Achievement to Nikita Richards, Employment Coordinator, for being selected as the recipient of the Outstanding Woman in Communications award from the Association for Women in Communication of Bloomington-Normal.

B. Appointment of Julia Cozad-Callighan to the Cultural District Commission.

Public Comment

Paul Baker	Michelle Hunt	Gary Lambert
Scott Stimeling	Mike Evans	Richard Greenfield
Rebecca Houtsma	Laurie Bergner (2 Cards)	Mike Matejka
Lissette Zarco	Bruce Meeks	Laurie Bell
Melissa Ramirez (Time Limit)	Aleda Diggins (Time Limit)	

"Consent Agenda"

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

Motion by Alderman Schmidt and seconded by Alderman Hauman that the Consent Agenda and Addendum be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the March 12, 2018 Regular City Council Meeting and the February 19, 2018 Special Session Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of $5,039,670.52. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of $5,039,670.52, and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of approving an appointment to the Cultural District Commission. *(Recommend Julia Cozad-Callighan be appointed to the Cultural District Commission.)*

The following was presented:

Item 7D. Consideration of purchasing replacement Panasonic Toughbook computers from Nomar Enterprises LLC dba Rugged Depot at a price of $153,272.00, through Bid #2018-36, as requested by the Information Services Department. *(Recommend the purchase of twenty-eight (28) replacement Panasonic CF-33 Toughbook laptop computers from Nomar Enterprises LLC dba Rugged Depot, through Bid #2018-36, in the amount of $153,272.00 be approved and the Purchasing Agent be authorized to issue a purchase order for same.)*

The following was presented:

Item 7E. Consideration of approving the revised 2017-2022 Historic Preservation Programmatic Agreement between the City of Bloomington and the Illinois Department of Natural Resources as requested by the Community Development Department. *(Recommend the revised 2017-2022 Historic Preservation Programmatic Agreement between the City of Bloomington and the Illinois Department of Natural Resources for submission to the Illinois Department of Natural Resources/State Historic Preservation Office be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*

The following was presented:

Item 7F. Consideration of a Resolution Waiving the Formal Bid Process and approving a Purchase Order with MILO Range, FAAC, Inc. for the purchase of a MILO Range Theater 180 Multi-Screen

Training Simulator in the amount of $102,040, as requested by the Police Department. *(Recommend a Resolution Waiving the Formal Bid Process and approving a Purchase Order in the amount of $102,040 with MILO Range, FAAC, Inc. for the purchase of a MILO Range Theater 180 Multi-Screen Training Simulator and authorize the Mayor and City Clerk to execute the Resolution and the Procurement Manager to issue the Purchase Order.)*

RESOLUTION NO. 2018 – 18

A RESOLUTION WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE CONTRACT FOR THE PURCHASE OF A TRAINING SIMULATOR FROM MILO RANGE

The following was presented:

Item 7G. Consideration of a Resolution Waiving the Formal Bid Process and approving a Purchase Order with Collision Forensic Solutions, LLC for the purchase of a Leica ScanStation PS30 Package with Accessories and IMS Point Cloud Software Certified Point Cloud Training and Certified Scan Station Training in the amount of $113,401.20 as requested by the Police Department. *(Recommend a Resolution Waiving the Formal Bid Process and approving a Purchase Order with Collision Forensic Solutions, LLC for the purchase of a Leica ScanStation PS30 Package with Accessories, Certified IMS Point Cloud Software and Scan Station Training, and authorize the Mayor and City Clerk to execute the Resolution and the Procurement Manager to issue the Purchase Order.)*

RESOLUTION NO. 2018 – 19

A RESOLUTION WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE CONTRACT FOR THE PURCHASE OF A PS30 3D SCANNER FROM COLLISION FORENSIC SOLUTIONS, LLC.

The following was presented:

Item 7H. Consideration of an Ordinance approving a Special Use Permit to allow offices in the R-3B, High Density Multifamily Residential District, for the property located at 616 IAA Drive, as requested by the Community Development Department. *(Recommend an Ordinance for a Special Use Permit to allow offices in the R-3B, High Density Multifamily Residential District, for the property located at 616 IAA Drive be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 18

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR OFFICES IN THE R-3B, HIGH DENSITY MULTIFAMILY RESIDENTIAL DISTRICT, FOR PROPERTY LOCATED AT 616 IAA DRIVE

The following was presented:

Item 7I. Consideration of an Ordinance approving the First Amendment to the Redevelopment Agreement between the City of Bloomington and Magnus Hotels LLC to extend the date required for

completion of the Project (the acquisition and redevelopment of the former Baymont Inn & Suites at 604 ½ IAA Drive in the Empire Street TIF District) from March 31, 2018 to July 31, 2018 as Requested by the City's Office of Economic Development. *(Recommend an Ordinance approving the First Amendment to the October 24, 2016 Redevelopment Agreement between the City of Bloomington and Magnus Hotels LLC be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*

ORDINANCE NO. 2018 – 19

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT by and between THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS and MAGNUS HOTELS, LLC (IAA Drive Former Baymont Inn Redevelopment)

The following was presented:

Item 7J. Consideration of the application of PATH, Inc., located at 201 E. Grove St., Suite 200, for a Limited Alcoholic Liquor License (Class LA) which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on April 12, 2018 from 4:00 p.m. to 12:00 a.m. at the Bloomington Center for the Performing Arts, 600 N. East St. *(Recommend a Class LA liquor license be created, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on April 12, 2018 from 4:00 p.m. to 12:00 a.m. at the Bloomington Center for the Performing Arts, 600 N. East St., contingent upon compliance with all health and safety codes.)*

"Public Hearing"

The following was presented:

Item 8A. Public hearing for the Program Year (PY) 44/Fiscal Year (FY) 19 CDBG Action Plan and consideration of authorizing submittal of the PY44/FY19 CDBG Action Plan to the US Department of Housing and Urban Development as requested by the Community Development Department. *(Recommend the public hearing is open to receive comments on the PY44/FY19 CDBG Action Plan to the US Department of Housing and Urban Development.)*

Mayor Renner opened the Public Hearing to receive public comment on the proposed budget and the following individual came forward to provide comment:

Ryan Heeran

"Regular Agenda"

The following was presented:

Item 9A. Consideration of a Resolution approving the submittal of the PY44/FY19 CDBG Action Plan to the US Department of Housing and Urban Development as requested by the Community Development Department. *(Recommend a Resolution approving the submittal of the PY44/FY19 CDBG Action Plan to the*

US Department of Housing and Urban Development be approved, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Jennifer Toney, Grants Coordinator, 5 minutes, City Council Discussion, 10 Minutes.)

Jennifer Toney, Grants Coordinator presented a brief overview of this item stating, we estimate we'll have about $686,211, with the majority coming from our annual CDBG allocation. This is a number that's based on what we received for fiscal year 2018. Allocations have not released as yet, so it could be exactly the same, more or less. Adjustments will be made as needed. It is a deferred program, and therefore; no money is due back until the house is sold. If the owner decides to rent the dwelling, the family would have to repay the loan. So we don't ever know exactly how much program income we're going have, as it varies. We are estimating that we will have about $150,000 in carry forward.

Their spending plan is approximately $289,000 in the Rehabilitation Program. They do provide homeowner loans and grants, as well as receiving requests from not for profits. So we're looking at a grant, Tamare's Manor to do some rehab repairs. It is one of our very few permanent supportive housing units. It's the only site based. Or, site...project based unit in the community to my knowledge. Keeping those units up to date is important.

We have rehab service delivery costs. The majority of that is going to be for our led and asbestos testing that we have to do on all of our projects. She stated, that we have put funding in to help cover a portion of the cost for a Planner at the McLean County Regional Planning Commission. This person would be helping us to implement the Regional Housing Study. The programs that were identified that we need based on that housing study, and then also helping us with an affair housing assessment that we're required to do by HUD, as well as getting us ready to submit our next consolidated plan.

RESOLUTION NO. 2018 - 20

RESOLUTION AUTHORIZING THE FILING OF A COMMUNITY DEVELOPMENT PROGRAM APPLICATION FOR PROGRAM YEAR FORTY-FOUR (44) (May 1, 2018-April 30, 2019)

Motion by Alderman Schmidt second by Alderman Bray Council approves a Resolution approving the submittal of the PY44/FY19 CDBG Action Plan to the US Department of Housing and Urban Development be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

Ayes: Alderman Mathy, Mwilambwe, Buragas, Painter, Hauman, Bray, and Schmidt.

Nays: None.

Recuse: Alderman Black (Recused at 7:37 p.m.)

Motion carried.

The following was presented:

Item 9B. Consideration of an Ordinance approving an Economic Incentive Agreement to rebate $135,000 in sales taxes to Habitat for Humanity of McLean County, which would support the purchase and installation of a new solar panel array at the expanded Habitat for Humanity ReStore at 1402-1406 W. Washington Street as recommended by the City's Office of Economic Development. *(Recommend an Ordinance approving an Economic Incentive Agreement between the City of Bloomington and Habitat for Humanity of McLean County be approved, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Austin Grammer, Economic Development Coordinator, 5 Minutes, City Council discussion, 10 minutes.)*

Mr. Grammer provided a brief overview of this item is the opportunity for the city to partner with Habitat for Humanity of McLean County in their restore renewal project. Staff from Habitat met with City staff many months ago during the early phases of this project, where they will be significantly renovating and expanding their restore on West Washington Street on the west side of the City. This project is over a $900,000 investment, and will significantly beautify what was at one time a Funk Seeds owned property, and will result in over 20,000 square feet of retail space under roof. Habitat, of course, does a significant amount of investment throughout our community, and specifically on the west side, building new homes for families in need, and also restoring existing homes through their Brush with Kindness program.

During early discussions with Habitat, we discussed staff and directors of Habitat as to how the City could potentially assist them with their project, should they find that there are certain elements of their project they would not be able to afford but for City assistance. Through the expansion of their store, they will be selling more merchandise, which will benefit the City through an increase in sales tax revenue.

One of the projects that Habitat staff wanted to pursue, but was not able to is the installation of a solar panel array on the roof of the restore. The goal of installing the solar panels would be to reduce the overhead cost of Habitat's operations. The more that Habitat can reduce its overhead costs, the more that it can keep those savings and reinvest those into the community by building of new homes for families in need, and also helping to repair existing homes in the community.

Alderman Bray asked whether there are any other contributors to the rebuild or restoration of the building, and whether any other governmental bodies have contributed money to the reconstruction or project. Mr. Grammer I believe that Habitat has sought other donations from outside the community, and reinvested their own saved funds into the project for the restore expansion.

Stan Geison of Habitat stated, there are no other funds from government bodies. A small amount of public donations, but the lion's share is really from a mortgage that we have worked with First Financial Bank.

Alderman Bray asked Mr. Geison to share Habitat's Scope of Work Plan for the restoration. Mr. Geison stated, the money that is net income from the restore operation goes into Habitat McLean County affiliate. That money is used primarily in our homebuilding program. They build homes for families with 60% or lower median income level. The families are all approved, and there are other criteria involved. One key one is sweat equity that's required of families, and the money would be used in that program, but we've not discussed that it needs to be restricted to Bloomington--Normal. The program serves the county.

They have just completed the second home in Le Roy, and those are the first two homes have been built

outside of Bloomington--Normal in 20 years. So, primarily, it serves Bloomington and Normal, and of that, the lion's share goes to Bloomington's community.

Alderman Mathy stated, we are not asking for a rebate of new sales above and beyond where Restore has been for years of operations. Where it is a rebate of 100% of the sales tax, or at least 100% of what we would get, the 3.5%..?

Mr. Grammer stated, it is a rebate that is sourced from basically dollar one of sales tax, effective at the beginning of this coming month, would be set aside and then allocated and rebated to Habitat up until the $135,000 is repaid. In the end, the City nets basically the same. The City just gives up what that current existing revenue stream would be for basically what amounts to a shorter time period, as opposed to giving up the new incremental that would amount.

Alderman Mathy expressed concern over the proposal that includes an estimate for the amount of renewable energy credits that would be generated, and the sale of those as revenue coming back in to offset the cost of the solar array. He is leery of supporting this item, because there are precedents that this could set. It doesn't seem to fit in the City's economic incentives packages that we have in place. If we were to modify this agreement so that whatever credits were generated and the revenue sold also counted towards the payback of the $135,000, he could agree to approve it. In its current state, the City is literally just giving $135,000. They're actually going generate another $60,000 of that back.

Alderman Mwilambwe, he concurs with Alderman Mathy sentiments I'm a little ambivalent about the proposal, because for one thing, you know, what I'm worried about is, given our current budget context, I'm worried about the message that we are sending. Council has made some decisions in terms of raising fees in some areas. We have made some cutbacks in terms of not only staff, but also services.

Alderman Buragas stated, this item may be missing some of the benchmarks that Council would like to have to be able to make a decision on this item that may relate to the number of jobs created, certain amount of funds being invested in the project or that it will generate a certain amount of tax dollars. She expressed her support for Habitat and its activities, and is supportive of renewable energy efforts in the Bloomington community.

Alderman Hauman expressed her disappointment that this resolution was placed on an agenda without input from Council. She asked Interim Community Development Director Bob Mahrt earlier, and his response was that it was brought to us in October 2017. She feels as though much work has been done on this without input from Council.

Alderman Black expressed his support for the item with some concerns. He recalled talking to David Hales about this project. Many of the concerns that he heard, he shares in precedent setting. Is this really the best use of economic development dollars? He is looking at nearly a million dollars being invested into an area of town that typically doesn't get that type of investment. If we're going to have a time in which we come back to vote on this proposal in the future, I guess I'd rather make that motion to table it. We give some specific direction on what that looks like before we bring it back, or we vote it down this evening.

~~RESOLUTION NO. 2018 - ___~~

~~A RESOLUTION DIRECTING STAFF TO INCLUDE FUNDS IN THE FY 2019 BUDGET FOR INTERSECTION DESIGN, PLANS, CONSTRUCTION DOCUMENTS, RIGHT-OF-WAY, UTILITY RELOCATION, AND CONSTRUCTION FOR THE INTERSECTION OF TOWANDA BARNES ROAD AND IRELAND GROVE ROAD~~

Motion by Alderman Hauman second by Alderman Mwilambwe Council to suspend the rules for fifteen (15) minutes to continue the discussion of item 9B.

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

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

Nays: None.

Motion carried.

Motion by Alderman Mathy second by Alderman Schmidt Council table this to a late date within sixty (60) days until at such a time we can explore some language where any renewable energy credits be applied back to the city balance.

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

Ayes: Alderman Mathy, Mwilambwe, Buragas, Painter, Bray, and Schmidt.

Nays: Alderman Black and Hauman.

Motion carried.

The following was presented:

Item 9C. Consideration of a Resolution affirming the Bloomington City Council's support of the Bloomington Public Library Board's vote to expand the Library in the current location as requested via Aldermanic Request Form submitted by Alderman Schmidt. *(Recommend a Resolution affirming the Bloomington City Council's support to expand the Library in the current location be voted on and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Jeanne Hamilton, Executive Director of the Bloomington Public Library , 5 minutes, City Council discussion, 5 minutes.)*

Ms. Hamilton stated, at the library board meeting on January 23rd of this year, the Board asked me to draft a Resolution expressing the Board's intention to pursue a library expansion at the existing library site. This Resolution was approved on February 20th. The resolution in front of you today is in support of the resolution that the Library Board passed.

Alderman Mathy asked for the report Council was supposed to receive from Deb Halperin and Stacy Tutt. Ms. Hamilton stated, Deb Halperin is no longer involved in the report, but I believe Stacy's class is doing a report. She had received communications from Ms. Tutt that would include the need and steps taken by the library to expand, as well as the needs and steps taken by Connect Transit to build a transfer station.

The report would then summarize the discussion in the Joint Meeting, as well as aggregate data from the pre-meeting survey. It would, then, outline the next steps decision making points in anticipated timelines moving forward on any of the projects.

Alderman Buragas stated she had spoken with Ms. Tutt. For clarification purposes, her law school students are part of the Community Preservation Clinic over at the University of Illinois, who have been working on a report since the Joint Meeting, and anticipate issuing that in a very short period of time. Ms. Tutt had requested a short extension of time, and asked that this particular agenda item get pushed off to the very next meeting in order to allow that report to be issued prior to Council making any decision.

Alderman Buragas expressed disappointment that this item was not given an extension of time before coming forward on an agenda. Perhaps other considerations are being given outside of her knowledge. This item is not time sensitive. However expressed her support for the Bloomington Public Library as well as the Library Boards desire to continue to explore and look at the feasibility of expansion on site.

Alderman Black commented on some of the profound changes that are occurring in our community. We can look at analyst projections, consultant reports, Facebook and Pantagraph comments. It is important to him to be intellectually honest about what priorities are in capital projects. I support the library. I think it's great. I think it needs to expand. This resolution indicates interest in expanding, although it doesn't commit any resources to it.

He expressed his discomfort is that we are looking at several projects, some of which have useful life left in them. From a priority list perspective, O'Neil Pool is much higher to me than the Library. The library isn't a functional building. O'Neil Pool is threatened with not being able to be opened within this year, next year. We are well past our life. Bloomington's economic realities may likely impact housing stock, jobs creation, sustainability, and pay. We need to diversify our tax base and our business base to make sure these sorts of things don't impact us. What is important is being honest with the community about where he stand on these things. At this point in time, he is not comfortable supporting a library expansion in its current location. I'm not really that interested in expanding it at another location, and I want to see how some things fall.

Alderman Bray stated, Council did not commission any surveys or reports to make a decision. That had not been a factor of our decision making. We have a Library Board that is charged with doing the sweat equity force here, and they've done it, and they've done it well. They've considered the voices. She worked on Downtown Task Force, and they did not commission a study, survey or a report.

Alderman Mwilambwe stated, he is in full support of it, because I think we need to give the Library Board some closure.

RESOLUTION NO. 2018 - 21

A RESOLUTION AFFIRMING SUPPORT OF THE BLOOMINGTON PUBLIC LIBRARY BOARD'S VOTE TO EXPAND THE LIBRARY IN THE CURRENT LOCATION

Motion by Alderman Schmidt second by Alderman Bray Council approves a Resolution affirming the Bloomington City Council's support to expand the Library in the current location be voted on and authorize the Mayor and City Clerk to execute the necessary documents.

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

Ayes: Alderman Mathy, Mwilambwe, Painter, Hauman, Bray, and Schmidt.

Nays: Alderman Buragas and Black.

Motion carried.

The following was presented:

Item 9D. Discussion and action on various proposed motions to provide specific direction on closing the $525,000 budget gap within the FY2019 Proposed Budget, including the following topics: Cost Recovery Fees; Parking-Special Events; Business Registration; and Cost Reductions.

a. Cost Recovery Fees

Mr. Rasmussen provided an overview of this item stating there are three proposed motions for Council to consider, that one category had been eliminated due to input staff had from Council. He asked Nicole Albertson, Human Resource Director to discuss savings in Personnel and how those contributes to the reductions in the budget.

Ms. Albertson stated, many have expressed concern that the City of Bloomington is not making any cuts to address the deficit. The City has heard recent concerns with our employee compensation being out of line or out of control. We are going to experience a benefit and salary saving in FY 2018, coming under budget which is great news. In terms of worker's compensation savings, the City takes this benefit very seriously as well. The City is definitely seeing a savings in this program in the area of approximately $250,000. She spoke of employee medical plan changes and the soft hiring freeze policy. In 2017, you may recall we implemented membership with the IVPC, and in doing so we have seen a very positive movement in our claims cost and in our risk avoidance. 2018, we only experienced a premium increase of 3% in the PPO, 1% of the HMO.

Fiscal year 2019, we have been working on implementing what we're calling the working spouse eligibility, which will also result in significant cost savings. Essentially, what we're saying here is if you have a spouse that's currently on the plan after a certain date, and they have other eligible health insurance costs, we will be removing those from the plan. Lastly, one policy that we are planning on putting into place, effective May 1, 2019, to align with the fiscal year. All vacancies will remain open for 90 days unless they are deemed to be in a key position by the City manager.

Mr. Rasmussen discussed each of the sample motions and how those contributes to a cost savings for the City. He referenced the handout that Bob Mahrt, Interim Community Development Director provided to Council stating, we would come back to you during the next couple of months with the actual actions to take action on these, because some of these require us to change ordinances. City staff is not seeking those changes today. Rather, if you would like to move forward with that, we'll put that into the budget.

Alderman Schmidt asked for clarification, stating in the presentation, Mr. Rasmussen said a possible 2.5% every year, 5% biannual increase. The motion itself seems like it is automatic.

Mr. Rasmussen stated, the staff department heads would have the authority to come back and put those things in automatically, unless the Council directed otherwise. Staff would bring forward a fee listing sheet that shows you the current fees, and the ones then that staff would recommend. Council would consider the item before them with the proposed fee increase. Absent Council action, we would look at not more than a 2.5% increase each other. But we'd only do that every two years.

Alderman Black stated he would be voting in support of this item as long as there will certain items will be addressed in the near future, such as false alarms and special event street closures.

Alderman Mwilambwe asked what would be the outcome should Council not approve those fees. Mr. Rasmussen stated, if one of those fees requires an ordinance change and the Council votes against the fee change, then it does not get changed.

(Recommend one of the following sample motions related to Cost Recovery Fee Increases:

Sample Motion 1: City staff draft and bring back an Ordinance for consideration to enact amendments to the City fee schedules allowing a one-time amendment effective May 1, 2018, and a 5% biennial increase thereafter, effective May 1, 2021, related to Community Development (building safety, code enforcement, etc.), Police (false alarms), Fire (false alarms), Public Works (special event street closures) and others that may apply; so the fees more closely align with the City costs to administer the related functions. City estimated cost recovery for FY2019 of $225,000.

~~*Sample Motion 2: City staff draft and bring back an Ordinance for consideration to enact a one-time amendment to the City fee schedules, effective May 1, 2018, related to Community Development (building safety, code enforcement, etc.), Police (false alarms), Fire (false alarms), Public Works (special event street closures) and others that may apply; so that the fees more closely align with the City costs to administer the related functions. City estimated cost recovery for FY2019 of $225,000.*~~

~~*Sample Motion 3: City staff draft and bring back an Ordinance for consideration to enact amendments to the City fee schedules allowing a biennial 5% increase, effective May 1, 2020, related to Community Development (building safety, code enforcement, etc.), Police (false alarms), Fire (false alarms), Public Works (special event street closures) and others that may apply; so the fees more closely align with the City costs to administer the related functions. City estimated cost recovery for FY2019 of $0.00.*~~

Motion by Alderman Schmidt second by Alderman Bray Council approve City staff draft and bring back an Ordinance for consideration to enact amendments to the City fee schedules allowing a one-time amendment effective May 1, 2018, and a 5% biennial increase thereafter, effective May 1, 2021, related to Community Development (building safety, code enforcement, etc.), Police (false alarms), Fire (false alarms), Public Works (special event street closures) and others that may apply; so the fees more closely align with the City costs to administer the related functions. City estimated cost recovery for FY2019 of $225,000.

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

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

Nays: None.

Motion carried.

b. Parking Fees

(Recommend the following sample motions related to Parking Fees – Special Events:

Mr. Rasmussen provided a brief overview of this item and stated there is only one motion for the Council to consider with this item.

Sample Motion: The Special Event Parking Resolution include provisions that staff continue aggressive collection of parking violations and that staff be authorized to initiate a program to collect parking fees associated with special events, whether it be via increased event ticket fees and/or on-site parking fees. City estimated cost recovery and additional revenues for FY2019 of $100,000.)

Motion by Alderman Hauman second by Alderman Painter for Council to accept Staff Recommendation for the Special Event Parking Resolution, including provisions that staff continue aggressive collection of parking violations and that staff be authorized to initiate a program to collect parking fees associated with special events, whether it be via increased event ticket fees and/or on-site parking fees. City estimated cost recovery and additional revenues for FY2019 of $100,000.)

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

Ayes: Alderman Mwilambwe, Buragas, Painter, Bray, and Schmidt.

Nays: Alderman Mathy and Black.

Motion carried.

c. Business Registration

(Recommend one of the following sample motions related to Business Registration:

Mr. Rasmussen stated, what we have, is we have a proposed a Business Registration Fee. This is opposed to a licensing fee. The registration fee only gets us the anticipation of who is conducting business, and we can do this by charging a nominal fee. We were proposing $50 as an initial fee with a $50 amount to be paid every year. The amount of money that we anticipate recovering is approximately $200,000 a year which covers those services that staff is already providing. Most of that we're doing now, for which we're not reimbursed, and that's why the Community Development Department has a continual deficit, and they have to put other monies into them.

Alderman Mathy asked whether home based businesses would be exempted from the Business Registration Fee. Mr. Rasmussen stated, staff will need to clarify certain items in this ordinance before bringing it forward. Mr. Mahrt stated no.

Alderman Mwilambwe asked about the type of services being provided that the City is seeking recovery for. Mr. Mahrt described the Community Development Department and the Divisions included within the department. We basically have five divisions. The first division is Building Safety. Generally we have $1.2 million in expenditures, and $1 million in revenues. Those revenues are generated through our building permit fees, and the like.

Our next division is Code Enforcement division, and they have a budget of roughly $950,000, and they have revenues of $313,000 that is basically from $250,000 in our Rental Exception Program, and some other fees that are generated from that. So you start seeing that cost recovery starts dropping off as we go through the department. When you pull a building permit, you get the direct service of an inspector coming out, evaluating the construction plans, and then going out to the site to see that it was properly installed, and then issuing you that occupancy permit. One of the fees that Community Development is not recovering in the Building Safety Program is our fire inspectors. We have two fire inspectors and a fire systems inspector. So those inspectors, by Chapter 17 of the Municipal Code, are required to periodically...actually, it says every year, to inspect commercial buildings within the community. They're probably on a three year cycle. Very similar to our Rental Property Inspection Program.

In addition, when we have a request for a new liquor license, before it goes to the Liquor Commission for its review and consideration, we are mandated to go out and do that inspection of that business. We are missing is the cycle of doing all these commercial buildings within the City. There are between 2000 and 4000 businesses that the City is obligated to do an inspection essentially with no charge at all for that service. Essentially, we are asking for this cost recovery, which is essentially a user fee for having that commercial business.

Alderman Mwilambwe asked why home based businesses are not included in the Business Registration Fee Program. Mr. Mahrt stated, it is very difficult to track home based business entrepreneurship. He would prefer they register; though not charging them a registration fee so that they will be part of the system.

Alderman Mathy asked, if we were to vote in favor of sample motion two as opposed to sample motion one, am I correct in understanding that the $50 is basically our cost of administrating this program on a yearly basis. We would have a hole in our budget for next year unless we took action?

Alderman Painter stated, the reason she voted for the motion is she is concerned about the cost of executing this program every year. If we were to tweak this to make it a one-time fee of $100 rather than $50, it would help us out more. She expressed concern over the potential of having to hire someone to manage this program every year which would nullify any benefits the City was looking to achieve.

Alderman Black stated, he would be voting no for this item as he does not believe the City should be collecting a Business Registration Fee. He is uncomfortable with how this has been presented to Council as a budget pitch.

Alderman Schmidt questioned the amount being charged and asked staff how did they arrive at the $50 fee. Mayor Renner asked, why not charge a $100 or $200 fee?

Mr. Mahrt stated, staff tried to keep it as a nominal amount. You know, whether $50, or you talked about

$75, $100 -- it could be any of those numbers.

Alderman Mathy stated, he would be voting no for this item for some of the same reasons that Alderman Black indicated.

~~*Sample Motion 1: The business registration Ordinance include a fee of $50 to cover the costs of administration of the program. City estimated cost recovery for FY2019 and beyond of $200,000 per year.*~~

Sample Motion 2: The business registration Ordinance include only a one-time fee of $50 to cover the costs of administration of the program. City estimated cost recovery for FY2019 of $200,000.

~~*Sample Motion 3: The business registration Ordinance not include any fees. City estimated cost recovery for FY2019 of $0.00.*~~

Motion by Alderman Hauman second by Alderman Painter Council approves the recommendation that the business registration Ordinance include only a one-time fee of $50 to cover the costs of administration of the program. City estimated cost recovery for FY2019 of $200,000.

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

Ayes: Alderman, Buragas, Painter, Hauman, Bray, and Renner.

Nays: Alderman Mathy, Mwilambwe, Schmidt, and Black.

Motion carried.

City Manager's Discussion

Mr. Rasmussen highlighted the upcoming events that are occurring in the Bloomington Community at the following venues: Bloomington Center for the Performing Arts, Grossinger Arena, Pepsi Ice Center, the Bloomington Public Library, McLean County Arts Center and McLean County Museum of History. He will provide this information in his weekly update to Council each week.

Mayor's Discussion

Mayor Renner thanked all those who participated in the protest march, stating this is democracy in action. He will hold an open house, a week from this Friday, in the traditional way that I've had it in the past, that during that time, he will show a video of the Lorraine Motel where Martin Luther King was assassinated in 1968, it's actually a museum today. If you go in there, I bought the tape that you'll see. It is a 22 minutes video of his assassination called "Witness," and we'll look at that. Just talk a little bit about Dr. King.

City Aldermen's Discussion

Alderman Mathy inquired as to how he could receive one of those listing that community event listings that Steve mentioned.

Alderman Mwilambwe commented on a Facebook post that he was tagged on. The way it was described to me was that people were disappointed that nobody from the Administration came out. Nobody came out to address, you know, those who were protesting.

What kind of came out of all of that, and just listening to some of the comments here, I wanted to be able to reiterate that several of us who have had conversations, don't think we were opposed to doing anything. It is more accurate to say that we just have a difference of opinion on how we're going to accomplish the item at hand. It's a democracy. It's okay to have a difference of opinion. He want the conversation to be a little bit more thoughtful. There should not be any hurt feelings as we are a community of thoughtful people who can work together.

Hopefully we can have more productive conversations, where we are not shouting at one another. Sometimes words can be dissected and interpreted in a way that they're not meant. So we have to be extremely careful with that, because the issue is extremely sensitive to a lot of people. He expressed concern about the fact that the issue has been described in ways that are, I would say, binary, as either this way or that way. But I actually think it's a lot more complicated. It's a lot more complex than that, and I think if we are able as a council, that's our responsibility, to craft a process that allows everybody to express themselves a way that's respectful, thoughtful. We may learn a lot more than we did at the beginning. I love the enthusiasm of activists. As an activist, is important to recognize...that activists are a lot closer to the issue than others are. You know, it's important to kind of take care to make sure that the people who are not as close to the issue become more familiar over time. When they do, one might realize that you can find actually more supporters, you know, once people are a little bit more educated on the issue.

Alderman Buragas asked what the process is as residents have been trying to get Council's attention and what they are asking is for Council to have a public discussion and make a public decision on whether or not we want to adopt a Welcoming City Ordinance. She asked when will this item come forward on an agenda.

Mayor Renner stated, obviously this has been discussed, as some people said, for a year, since a little after the beginning of the Trump administration...and I think somebody had cited there's a 40%-some increase in deportations of noncriminal individuals. So, for a lot of reasons, that's having a ripple effect in all cities.

When he attends the U.S. Conference of Mayors, this topic is often discussed. There's a fundamental difference between a sanctuary city and a welcoming city, at least in the terms of the types of ordinances. Council did discuss this formally in December, and the direction from...in December was, maybe we see what Normal has done. There were a variety of different attitudes expressed, but that we would bring something back.

He stated, staff was prepared to bring something back on the January 23 agenda which was a month after it had been discussed. He mentioned that he had heard from some members of Council either directly or indirectly. Five Aldermen said that they did not want to talk about...or they did not want in on that agenda of February 12th, and we had some of the supporters saying there are still things to work out. He believes

this is going back to what Alderman Mwilambwe was suggesting, that this is not binary, that there are some nuances that need to be worked out.

According to the statute and City Code, the Mayor and City Manager directs administrative control over the agenda. Therefore after discussing this with Mr. Rasmussen, the item was pulled from the agenda. It doesn't mean that it cannot be brought back. From my perspective, there's no point in bringing something back that might create, as Alderman Mwilambwe said, some hurt feelings, especially if it's not going pass.

Mayor Renner mentioned the conversations that he has had with other members of City Council, stating the Town of Normal seemed to have changed their mind on the issue. Then there is a different group, a welcoming city group as well as the mayor from Dayton, Ohio who indicated that its Council passed the ordinance. Though he had not read Dayton's actual ordinance, we did have a different version as of the end of January here locally that our policy chief and our legal counsel seemed to be in favor of.

It would be also nice to have the town of Normal do it, but from my perspective, and I've said this in, you know, in public, there's no reason why Bloomington can't lead in social justice. It doesn't always have to be with Normal. But if we could do it with Normal that would be great for both communities. .

Alderman Black stated, all he knows is Normal said that they would take it up. But we need to find out what the Council's pleasure is now and we just wait to hear from you. I just want to hear what everyone has to say.

Mayor Renner stated, there is not a specific date at this time to revisit the issue.

Alderman Bray called for a Point of Order, as she is unclear how long the conversation between Alderman Buragas and Mayor Renner will continue. This seems to be a bit of an abuse of the process. She stated, Mayor Renner has already had an opportunity to provide comment, and that Alderman Buragas, too, has made some comments; it's time to move forward. We have heard your answer, and understand you have an agenda, and that you actually have a position in this matter that may differ from others. That's what democracy is about, and kind of taking a strong arm approach here to take over the comments at the end of the meeting. She asked Mayor Renner to conclude and allow the meeting move forward so that others can also speak to the other issues that are important to them as well.

Mayor Renner apologized stating, if there was anything that he said that was strong armed. It was certainly not mean to be that way. He did not make any statements that was in favor of a Welcoming City Ordinance, or opposed to it.

Alderman Buragas stated, during the February 28th meeting, we pulled some meeting minutes from our Consent Agenda for revision. They were from our February 12th meeting. Those have not yet come back for consideration, and I was wondering if we had a plan to do that so that we can get those approved in a timely manner.

Mayor Renner asked Ms. Lawson to comment on the minutes. Ms. Lawson stated, she had sent an email with a link to everyone and asked that everyone respond, and send me, according to your motion, what you wanted to see in the minutes, or what your take was. Two Council members responded by email and two verbally.

Alderman Bray stated, it was her motion and she as Ms. Lawson to give Council a timeframe in which you'd like to hear back, and we can do that and get that together. There was some very sensitive comments made, and I think folks are taking an opportunity to step away and gather the important information that need to appear in the minutes. As we've moved forward into our budget time, I think we were seeking to find commonality and not division.

Alderman Schmidt referred to Alderman Mwilambwe comments about this is democracy in action. Democracy is messy. I saw that in action at the BCPA, when we had a complication, for lack of a better word...I think was back in January, February 2017, and it was standing room only. She reflected on that meeting as a group of people in this community who wanted to "be the change they want to see in the world." It was a very moving event. She proposed that on either Committee of the Whole or at a Work Session, that Council begin to discuss how we might invite our Human Relations Commission in, maybe our Public Safety and Community Relations Board, members of our faith community as it deserves a deeper and rich conversation.

Alderman Black stated, he is not qualified to comment on immigration policy. Ultimately, we have a sizable portion of our community asking us a question. They've gone to some great lengths to get our attention on that matter. We need to have some sort of an answer. If that answer is no answer, that's an answer.

He spoke of the division of Council. When he see Council not showing unity on some of these things, it means that the community is not unified on these things, and there's division in our community that we need to somehow build a consensus around. He expressed disappointment and dismayed in the blowback that he has received from people who have been vitriolic in their hatred towards people that are different than themselves. That needs to be corrected. He also expressed concerned about some of the things that people believe an ordinance is going to do, even though it would not do that. When he hear this kind of division on the Council, and I hear division in the community, that means it's time for a community conversation. He would advocate for the next available Committee of the Whole that we talk about these things, we get the feedback from the staff.

Adjournment

Motion by Alderman Hauman seconded by Alderman Mathy adjourning the meeting. Meeting adjourned at 9:53 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

SUMMARY MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, FEBRUARY 12, 2018; 7:00 P.M.

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, February 12, 2018.

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

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

Motion carried. (Viva Voce)

Aldermen: Jamie Mathy, David Sage (Arrived 5:05 p.m.), Mboka Mwilambwe (Arrived 5:01 p.m.), Amelia Buragas, Scott Black, Joni Painter, Diana Hauman (Absent), Kim Bray (Telephone), Karen Schmidt, and Mayor Tari Renner.

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

Recognition/Appointments

A. Appointment of Holly Sellers to the Bloomington Citizens' Beautification Committee.

Public Comment

Mayor Renner opened the meeting to receive public comment and the following individuals provided comments.

Scott Stimerling	Tom Cullen – *(Left Before Speaking)*
Angela Scott	Michelle Hunt
Don Carlson	Charlotte Alvarez – *(Left Before Speaking)*
Jeff Crabill	Phil Reynold

"Consent Agenda"

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

from the Consent Agenda.

Motion by Alderman Mwilambwe and seconded by Alderman Painter that the Consent Agenda be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the January 22, 2018 Regular City Council Meeting Minutes. *(Recommend the reading of minutes be dispensed and approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of $7,276,160.01. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of $7,276,160.01, and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of Approving an Appointment to the Citizens' Beautification Committee. *(Recommend Holly Sellers be appointed to the Bloomington Citizens' Beautification Committee.)*

The following was presented:

Item 7D. Consideration of approving the purchase of 10 complete sets of Firefighter Turnout Gear, through a joint purchase agreement, in the amount of $28,703.60 as requested by the Fire Department. *(Recommend approving the purchase of ten (10) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear be purchased utilizing the National Purchasing Partners- Government (NPPGov) program from Municipal Emergency Services, Inc. (MES #00000168, expires-5/28/23), Deerfield, IL in the amount of $28,703.60, and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7E. Consideration of an Intergovernmental Agreement with McLean County for Booking Fees in the amount of $27,108 annually as requested by the Police Department. *(Recommend the City enter into an Intergovernmental Agreement with McLean County for Booking Fees in the amount of $27,108*

annually, and authorize the Mayor and City Clerk to execute the necessary documents.)

The following was presented:

Item 7F. Ratification of Contract with AFSCME Local 699 who represent workers at the Bloomington Public Library. *(Recommend the Contract be ratified.)*

The following was presented:

Item 7G. Consideration of a Resolution Waiving the Formal Bidding Process and approving a contract for supply and delivery of Cationic and Anionic polymers from Brenntag Mid-South, Inc. for water treatment purposes at the quoted price of $0.75 per pound for cationic polymer and $1.47 per pound for anionic polymer, up to a maximum cost of $60,925.00, as requested by the Water Department. *(Recommend A Resolution Waiving the Formal Bidding Requirements and Authorizing a Contract with Brenntag Mid-South, Inc., for the Purchase of Specialty Water Treatment Chemicals (Polymers), up to a maximum cost of $60,925.00, be approved and the Mayor and City Clerk be authorized to execute the Resolution, and the Interim City Manager and City Clerk be authorized to execute the contract and other necessary documents.)*

RESOLUTION NO. 2018 - 03

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AUTHORIZING A CONTRACT WITH BRENNTAG MID-SOUTH, INC., FOR THE PURCHASE OF SPECIALTY WATER TREATMENT CHEMICALS (POLYCMERS)

The following was presented:

Item 7H. Consideration of a Resolution Waiving the Formal Bidding Process for the purchase of EXO Sondes, hand held display units and sensors for turbidity, total algae, pH and temperature data collections and associated hardware at the quoted cost of $69,251.00 to measure raw water quality as it enters the pump houses at Evergreen Lake and Lake Bloomington allowing the Water Department to adjust treatment processes in real-time from Xylem, Inc as requested by the Water Department. *(Recommend a Resolution Waiving the Formal Bidding Requirements and Approving the Purchase of Water Quality Instruments and Hardware from Xylem, Inc., in the amount of $69,251.00, be approved and the Mayor and City Clerk be authorized to execute the Resolution and the Procurement Manager be authorized to execute the purchase order.)*

RESOLUTION NO. 2018 - 04

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF WATER QUALITY INSTRUMENTS AND HARDARE FROM XYLEM, INC.

The following was presented:

Item 7I. Consideration of a Resolution Waiving the Formal Bidding Process and approving a contract for repairs to a roof top unit at the Grossinger Motors Arena at a cost up to $30,000.00 as requested by Facilities. *(Recommend a Resolution Waiving the Formal Bidding Requirements and approving a contract with Heritage Machine & Welding, Inc., in an amount up to $30,000.00, be approved and the Mayor and City Clerk be authorized to execute the Resolution and the Interim City Manager authorized to execute the Contract.)*

RESOLUTION NO. 2018 - 05

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT WITH HERITAGE MACHINE & WELDING, INC. FOR REPAIRS TO A ROOF TOP UNIT AT GROSSINGER MOTORS ARENA

The following was presented:

Item 7J. Consideration of a Resolution Waiving the Formal Bidding Process and approving a contract for repairs to the roof below a roof top unit at the Grossinger Motors Arena at a cost up to $30,240.00. (*Recommend a Resolution to Waiving the Formal Bidding Requirements and a contract with Western Specialty Contractors, in an amount up to $30,240.00, and authorize the Mayor and City Clerk to execute the Resolution, and the Interim City Manager authorized to execute the Contract.)*

RESOLUTION NO. 2018 - 06

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT WITH WESTERN SPECIALTY CONTRACTORS FOR REPAIRS TO THE ROOF BELOW A ROOF TOP UNIT AT GROSSINGER MOTORS ARENA

The following was presented:

Item 7K. Consideration of adopting an Ordinance approving a petition from Parkway Partners – One Inc., for the approval of a final plat for Parkway Village PUD Phase 5, (located south of Veterans parkway, East of Mercer Ave and north of Ireland Grove Rd), subject to a water main easement plat being submitted for Council approval as requested by the Public Works and Water Departments. *(Recommend adopting an Ordinance approving a petition from Parkway Partners – One Inc., for the approval of a final plat for Parkway Village PUD Phase 5, (located south of Veterans Parkway, east of Mercer Ave. and north of Ireland Grove Rd.), subject to a water main easement plat being submitted for Council approval and the Mayor and City Clerk to be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 - 06

AN ORDINANCE APPROVING THE FINAL PLAT OF PARKWAY VILLAGE - PHASE 5 SUBDIVISION

The following was presented:

Item 7L. Consideration of an application submitted by P-Corn Acquisitions of Minnesota and

Illinois, LLC d/b/a Bloomington Galaxy Cinema, located at 1111 Wylie Drive in Bloomington, IL 61705, requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week as requested by the City Clerk's Office. *(Recommend the application of P-Corn Acquisitions of Minnesota and Illinois, LLC d/b/a Bloomington Galaxy Cinema requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved upon all compliance with contingencies of all employees serving alcohol complete BASSET and that wristbands be used for purchasers of alcohol.)*

The following was presented:

Item 7M. Consideration of an Ordinance approving a petition from James A. Shirk, requesting to rezone the property located at 204 W. Hamilton Rd from R-1B, Medium density single-family residential district, to B-1, Highway business district. *(Recommend an Ordinance approving the rezoning of the property located at 204 W. Hamilton Rd from R-1B, Medium density single-family residential district, to B-1, Highway business district, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 - 07

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR 204 W HAMILTON ROAD FROM R-1B MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT TO B-1 HIGHWAY BUSINESS DISTRICT

"Regular Agenda"

The following was presented:

Item 8A. Consideration of a Resolution directing City staff to include funds in the amount of $450,000 in the FY 2019 budget for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road, and authorizing the Interim City Manager or Mayor to enter into an amended intergovernmental agreement with the County on the intersection improvements, as requested by the Public Works Department. *(Recommend A Resolution Directing staff to include funds in the FY 2019 Budget for Intersection Design, Plans, Construction Documents, Right-of-Way, Utility Relocation, and Construction for the Intersection of Towanda Barnes Road and Ireland Grove Road; and authorizing an Amended Intergovernmental Agreement with McLean County be approved; and the Mayor and City Clerk authorized to execute the Resolution, and authorizing the Interim City Manager or Mayor to execute an amended Intergovernmental Agreement.) (Presentation by Jim Karch, Director of Public Works, 10 minutes presentation, City Council 20 minutes discussion.)*

Mr. Karch provided a brief overview provided a brief overview of this item and responded to Council's questions.

Mayor Renner asked, has there been any contact with Unit 5, Benjamin School or Christian Academy to see whether they are willing to change their school hours, as the congestion has increased due

to the change in their hours. He stated, a solution could be to have sheriff deputies posted in that area. Mr. Karch stated those steps have been discussed with the school as well as with the Police Department. They have actually looked at doing some traffic enforcement along Towanda Barnes. Changes in the school hours would have a significant impact on the schools.

Alderman Schmidt stated, the Transportation Commission did not have a chance to review this revised plan. Mr. Karch agreed that they had not. However the Transportation Commission approved over four-to-one vote to go forward with the full $900,000 option, but to…I wanted to make sure that it is clear, they did not have that revised option. We were able to figure out a way to utilize some resources we have to be able to do this reduced improvement to the intersection.

Alderman Black, this is great to see a revised version of this. I appreciate the opportunity to meet with Phil, and talk about this project, and learn a little bit more about it. He views this as a priority questions. He would be voting no on this project, because I believe that there are better ways to spend this money.

Alderwoman Buragas, commented on the priority of projects. That was never taken into account when they were approved so we had no plan in place to deal with the fact that we were about to increase traffic at this particular intersection. It is a priority, and we need to get to it, but I'm not saying at this point in time that it is our highest priority.

Alderman Painter expressed concern with having engaged the County on this project, then to not move forward would be disappointing.

Alderman Bray stated it would be good to keep a city-wide approach to priorities. She prefers to focus on the City as a whole rather than a sector of the city. The priority should be on the safety of the community, and Towanda Barnes is a high speed road. Overall, it is also a gateway to our City. She encouraged a holistic approach and indicated that she would vote in support this project.

RESOLUTION NO. 2018 - ~~07~~

A RESOLUTION DIRECTING STAFF TO INCLUDE FUNDS IN THE FY 2019 BUDGET FOR INTERSECTION DESIGN, PLANS, CONSTRUCTION DOCUMENTS, RIGHT-OF-WAY, UTILITY RELOCATION, AND CONSTRUCTION FOR THE INTERSECTION OF TOWANDA BARNES ROAD AND IRELAND GROVE ROAD AND AUTHORIZING AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH MCLEAN COUNTY

Motion by Alderman Bray second by Alderman Mwilambwe Council approves the Resolution directing staff to include funds in the FY 2019 Budget for Intersection Design, Plans, Construction Documents, Right-of-Way, Utility Relocation, and Construction for the Intersection of Towanda Barnes Road and Ireland Grove Road; and authorizing an Amended Intergovernmental Agreement with McLean County be approved; and the Mayor and City Clerk authorized to execute the Resolution, and authorizing the Interim City Manager or Mayor to execute an amended Intergovernmental Agreement.

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

Ayes: Aldermen Painter, Sage, Mwilambwe, and Bray.

Nays: Alderman Mathy, Buragas, Schmidt, Black, and Mayor Renner.

Motion failed.

The following was presented:

Item 8B.

Consideration of:

a. Presentation of the Downtown East Washington Street Redevelopment Project Area Tax Increment Financing Redevelopment Plan (Presentation by Bob Mahrt, Interim Community Development Director, 10 minutes presentation, City Council, 10 minutes discussion.); and

b. Approving an Ordinance to set a date for, and to approve a notice of a public hearing for the Downtown East Washington Street Redevelopment Project Area as recommended by the City's Community Development Department (The Redevelopment Project Area generally includes the East Washington Street Corridor bounded by North Gridley Street on the west and North Evans Street on the east including the former Bloomington High School building at 510 East Washington Street).

Recommendation/Motion:

(Recommend an Ordinance to set a date for and to approve a notice of a public hearing for the Downtown East Washington Street Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.)

Bob Mahrt, Interim Director, Community Development provided a brief overview of this item stating, the City Council had already previously made a commitment regarding the former high school property at 510 East Washington with Iceberg Development Group. Part of that Redevelopment Agreement required that the City adopt a TIF. He had an opportunity to review the prior work on this project. The original project area encompassed almost 15 blocks, and it has since been scaled back to roughly four blocks in area. The boundaries of that intended targeted TIF area is, essentially, along the East Washington Street corridor. On the west side, it would be North Gridley Street. On the east side, it would be South Havens [SP]. On the north side, it's the alley fronting on East Jefferson Street. On the south side, it is East Front Street. Within your TIF Redevelopment Plan, we have excluded the Lafayette Apartment Complex because that did not meet the standards for being a blighted area. The timeline included within the staff report was that the PDAV, the consultant on this project, completed their feasibility study. That feasibility study is now available for public inspection; and therefore, ask the City Council to consider in order to setting the time and place for the required public hearing.

Alderman Schmidt asked whether staff had any conversations with District 87 regarding the structure of the TIF, the length of time and the payout to the school district. Mayor Renner stated he, Alderman Black

and Alderman Buragas attended a meeting to have preliminary conversation with some school board members along with Barry Riley about the misconceptions about this particular project.

Alderman Schmidt clarified her question asking, how can the City when we have a TIF, when does that take place? Will that take place at this hearing or prior to the meeting?

Mr. Mahrt stated, when you identify a project area, you oftentimes reach out to those persons or groups that are part of your Joint Review Board. The economic development team here at the city met with the school district to identify their preliminary project area. At that time, it was identified that they felt that the size was extensive. And as I talked earlier, it was almost 15 blocks and that size has since been reduced down to the actual study area, specific within the report of being about a four block area. Within your own community right now, you have the downtown Southwest TIF district, you have the empire district. Those are some of the smaller, a little bit smaller than what you would have seen originally with the entire downtown being with that TIF.

That it's going to take several years to generate any increment off this project area. The City will have some initial costs associated with setting up the TIF of this size. When you're working with consultants, whether that's Kathy Orr and Associates, or whether that's PGAV, we have some upfront cost to establish the TIF. Once it is set up to acquire property, we would also have to look at the cost to acquire those additional properties that go towards this TIF. It may be several years before an increment is generated to provide either a surplus, if that's what you're referring to.

Austin Grammer, Economic Development Coordinator provided an explanation to Alderman Schmidt questions stating, you can look at a TIF as a framework and a process to get a tool in place, and then there can be additional specialty items that could potentially be added to it. One of those could potentially be an agreement between the city and all of the taxing districts to say, you know, upfront, we're going to declare surplus every year, 25% of all the increment, no matter what. The whole premise of the TIF in qualifying the area is, that but for intervention by the City Council, development would not take place. That has definitely been proven out in this area. This area is qualified as a blighted area, not a conservation area. A conservation area is an area that's on its way to becoming blighted, and so it's even appropriate to intervene in a conservation area under the pretense that you're trying to prevent it from becoming blighted.

Mayor Renner asked whether there is any evidence that any of the TIFs cost District 87 any money that we have established over the last five years, possible future revenues.

Alderman Mathy commented on the timespan for TIF that it would be valuable data for later discussion on where the City started over 20 years ago to present day.

ORDINANCE NO. 2018 – 08

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A PUBLIC HEARING ON THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN FOR THE DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA

Motion by Alderman Schmidt second by Alderman Mathy Council approves an Ordinance to set a date for and to approve a notice of a public hearing for the Downtown East Washington Street Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.

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

Ayes: Aldermen Mathy, Sage, Mwilambwe, Schmidt, Black and Bray.
Nays: Alderman Painter

Recused: Alderman Buragas (7:41 p.m.)

Motion carried.

The following was presented:

A. Item 8C. Consideration of an Ordinance approving a Contract to purchase the vacant property at 404 East Washington Street (the "Smith Property" which is adjacent to the City-owned former Coachman Motel property at 408 East Washington Street) for $95,000.00 as recommended by the City's Community Development Department. *(Recommend an Ordinance approving a Contract to purchase commercial real estate located at 404 East Washington Street in the amount of $95,000.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Interim Community Development Director, 5 minutes presentation, City Council, 5 minutes discussion.)*

Mr. Mahrt, this property is within the East Washington TIF area, but the City has had an opportunity to purchase this property for several years. It is directly adjacent to the land the city already owns, which it will identify as the Coachman parcel. We have had negotiations with the property owner to purchase the property for $95,000, which would help us assimilate additional properties, adjoining properties, for potential redevelopment in the future.

Mayor Renner asked, what would the total, roughly, acreage be on the two combined? Mr. Mahrt stated two combined, nearly 0.94 acres.

ORDINANCE NO. 2018 - 09

AN ORDINANCE APPROVING A CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE LOCATED AT 404 EAST WASHINGTON STREET, BLOOMINGTON, ILLINOIS
(The Smith Property)

Motion by Alderman Buragas second by Alderman Black Council approves an Ordinance approving a Contract to purchase commercial real estate located at 404 East Washington Street in the amount of $95,000.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen, Mathy, Buragas, Black, Bray, and Mayor Renner.

Nays: Alderman Painter, Sage, Mwilambwe, and Schmidt.

Motion carried.

City Manager Comments

Mr. Rasmussen commented on the City Manager search and thanked Council for the opportunity to serve in his current capacity.

Mayor Comments

Mayor Renner commented about the need to have clear and open communication by the Council regarding matters that impact the City. One of the things that he requested of all Council, is to try to do better in terms of communication. Communication all around, and sometimes, text messages, emails and other things, can be misunderstood. In future, he would appreciate it if Council copies all colleagues if an email goes out to the media as we know we may get questions. That would be useful.

He mentioned a conversation that he had with Mr. Rasmussen regarding the agenda stating, that we're five aldermen who had sent an email a week ago. Aldermen do not have the authority to put something on an agenda. They can get rid of it. They can even vote to not vote on it. He referenced the Welcome City ordinance as there were a collection of factors of those who supported the ordinance, who had still wanted to tweak the proposed ordinance.

He stated, he consulted with the Executive Director of the Illinois Municipal League for Open Meetings Act issues involving emails that are being sent by five or more Alderman over directions that were provided during a December meeting. He encouraged Council to stop these actions as matters needs to be handle publicly.

Alderman Comments

Alderman Black expressed concern over the expediency of which purchases of property occur and the perception in the community that the City is acquiring property, but not doing anything with them. That even with an RFP process, it is a slow process to turn over the property. He asked that the City come back to Council within three months to provide an update on the status of these efforts. Mayor Renner concurred with Alderman Black's comments stating, though the City has only purchased three properties in five years, there is a public perception that nothing is occurring with those acquired properties.

Alderman Schmidt commented on the Welcome City Ordinance and the reasons for having the item removed from the agenda. She explained that this would be a difficult conversation; however, five members of Council felt for various reasons that it was not a good idea to have a public conversation and a vote on the Welcome City Ordinance. She stated, this is a critical community conversation, and there are many people, including Council, who feel very passionately about protecting people in this community that

are very vulnerable. There is various levels of discomfort about the ordinance. There is discomfort about the fact that our partner in Normal are not moving forward with this. She commented on the letter that some members wrote and stated they have taken much criticism over it without having an opportunity to provide background. She addressed Mayor Renner and expressed dismay over alleged public comments he had made during a social justice conference in reference to the five members of Council, stating his comments were untrue.

Alderman Schmidt stated she would like to invite the Town of Normal, coalitions or other organizations that are interested in moving this ahead, to have some serious conversations. She could imagine Not In Our Town leading this conversation, as all parties find a workable solution that we can reinforce to be, and are a welcoming community. She expressed feeling hurt and demoralized by how this issue has played out in the community. We have a responsibility to one another to think well of one another, and to try to move this conversation forward.

Mayor Renner indicated he is unaware of where the comment may have come from. However, the Town of Normal was very interested, but have since changed their minds. He expressed disappointment over being blindsided by the Council over a simple email that was sent to the media, but not to all of Council. He reiterated that the Town of Normal is very interested in moving forward with a Welcome City Ordinance and discussion, and would pass whatever Bloomington pass.

Given that we have an administration that is now taking up to 20 years to process many of the visas and immigration, we have, a moral obligation to stand up and act and to speak out. He has not yet met anyone from our immigrant community who does not support this. They are absolutely supportive of this. They understand it, including our Indian subcontinent community.

Alderman Schmidt asked for clarification. Mayor Renner stated that his comments are in the broader sense of the matter. He was referring to a few xenophobic comments that Council had heard over many, many months. He stated, people may not agree with me, at least as long as he is Mayor, we need to stand up for what we believe is right. Council need to stand up for a welcoming community.

Alderman Painter commented on the needs of the Council to follow Robert's Rules of Order during meetings and constructing the agendas. Mayor Renner stated Alderman Painter does not have the legal authority to call a Point of Order, as he relies on legal counsel. He stated, the Council cannot remove items from the Council, that this is the agenda.

Mr. Jurgens provided clarification to the ordinance stating, our current ordinance provides for a process for the city manager, the mayor, and the aldermen to put items on an agenda. It does not have any provisions for the ability to, for any of those entities to withdraw an item, it just talks in terms of putting items on an agenda.

Alderman Painter stated, Robert Rules of Order states the agenda belongs to the Council. Mayor Renner replied, we are referring to the law, not Robert's Rules of Order. Alderman Painter stated, that needs to change, because the Town of Normal has its agenda approved as a proposed agenda. Many other municipalities have the first order of business to approve the agenda. Mayor Renner stated, he relies upon legal counsel.

Alderman Painter expressed her support for Alderman Schmidt in her comments that Mayor Renner is dragging Council through the mud. She alleged that it is done publicly in the media when Council does not agree with him. She expressed her frustration over reports of Mayor Renner attending meetings and making comments that the Council are a big problem. That business leaders need to lobby Council for certain things. She asked Mayor Renner to discontinue his comments, as Council may began to treat him similarly.

Mayor Renner stated, it is not wrong to speak with business leaders to lobby the City Council, as that is what a mayor is supposed to do.

Alderman Mwilambwe commented on the Welcome City Ordinance stating, he did not see the need to have it on an agenda. His recollection of the December 18, 2017 Council Meeting is very clear; that he along with Alderwoman Bray, were interested in continued discussion. This is a very difficult issue, as is shown right here at this moment. It can get pretty emotional. People have differing views on what is actually the right thing to do. He is not sure that an ordinance is necessarily the right thing to do. The Council may need to look at many workable solutions before bringing the item back for consideration.

He like Mayor Renner comes from the academic arena. When you bring forth something, people will ask you for your proof, your research to support your assertions. In his opinion, it's not that I don't believe those who are bringing those forward, I'm just saying let's have a conversation. That solution could come in many different forms such as: ordinance, education for people in the community, or any number of things. After spending an hour of discussing this item, it is not enough to vote on an ordinance. He is never one to assume the worst in people. Many people want to do the right thing, including the members of the council; including the five who decided to delay this. As you heard today at the podium, the leader of the IPA said yes, the ordinance that was presented was redundant. It is kind of affirming what the five of us were saying. Alderman Mwilambwe asked, if we pass an ordinance tomorrow, then what happens? Does the problem goes away? In practical terms for the people that we're concerned about? I don't know that. Those are things that I would like to explore and talk about.

Alderman Sage responded to comments he believed were negative and disparaging, then posed questions to Mayor Renner for response to the comments he allegedly said against Council. Mayor Renner stated, in the 11 minutes that he was at the conference, he was asked for his thoughts on the whether the item would be considered that evening. However, he does not recall exactly what he had said as some comments could be taken out of context.

Mayor Renner stated, he said some things, empirical things that we said here, and gave an impassioned speech for why I thought we should have welcoming city ordinance. Even if it is largely symbolic, even it's for people who he has spoken with who will not call the police on domestic violence because they feel like their visas have expired and they might be taken by the cops.

Alderman Sage suggested Mayor Renner be aware of those around him when he make public comments, and he should remember what is said. He, too, has heard some of the same comments, and is very disappointed. He addressed Alderman Schmidt and said, she is one of many that he has the greatest amount of respect for. He praised Alderman Schmidt for her integrity, and the way that she treats people in the community. He stated, bullying and name-calling needs to stop as it is reprehensible.

Alderman Mathy spoke about the apartment fire on Route 9, and stated the Fire Department did an amazing job in putting out the fire. He also thanked the community for coming out to assist individuals who were displaced as a result. He and Assistant Chief Bays had a chance to go to Ameren Emergency Readiness seminar earlier today. He thought it was interesting to learn of some actually fairly massive infrastructure upgrades that Ameren is actually working on currently in Bloomington in creating a redundant electrical network in Bloomington with the chief goal of reducing power outages.

Alderman Bray stated she wanted to address the email that was sent concerning the welcoming ordinance, as well as some of the conversations that were expressed during this meeting. She commented on conversations that were publically and individually shared with Mayor Renner and Interim City Manager, Steve Rasmussen as there were no surprises in regards to what was contained within that email.

The real surprise was to most of us when we found out that welcoming city ordinance in its current state, which as we've already talked about was poor, was being put on the agenda for a vote when again, when the majority of the Council already fully and carefully and thoroughly expressed their concern to vote further; and have further discussion in a community manner, and have some community engagement.

Alderman Bray expressed disappointment with Mayor Renner as he moved forward with the welcoming ordinance without listening to the elected body. She stated, not listening is not an option here. Then denigrating those that disagree, is not a productive manner to go forward. While Council may disagree, we listen carefully to one another about that which we disagree, and then we think of ways to address the concerns and the disagreements. She stated, this whole issue concerning the immigration matters is something that we could all work together on and come up with something that's far better than the piece that was presented. She supports the comments from Alderman Mwilambwe when he spoke of the need to educate the public, as well as, Alderman Schmidt comments about engaging the donor community and sitting down with all these community partners to review and decide what makes the most sense. There is a way to take on an issue like that, it's not just to check a box to say we have welcoming city ordinance and when can we move on?

As an attorney, the idea that we would pass a law that says we have signed the law, or that we pass a law that says that..., it says on the Statue of Liberty, we have the grace of our resources. If you pass the law that says you'll file along you run the risk of getting on the wrong side of that law should there be amendments to it. I appreciate the work that was done in putting together the email and putting it to paper, because the messaging was simply being ignored. I think that we need to go forward in the manner where we don't ignore these vital divisions about us, and we develop a listening posture and think about what we say before we say it, because we're smarter. She commented on the need for Council and the Mayor to have better communication.

Alderman Buragas stated she appreciates the robust conversation tonight and wanted to know how Council can ensure communication continues as there are important issues within the community that needs to be discussed. She asked, how do we make sure that these conversations continue to happen like this where there is the ability for this robust, transparent process? As it was her understanding of why there was so much concern from members in the community about the letter, was that it was denying this from happening, that there's no criticism necessarily, of where people stood, but this fact that Council was not having the conversation in this public forum.

Adjournment

Motion by Alderman Black seconded by Alderman Painter adjourning the meeting. Meeting adjourned at 9:22 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON **ATTEST**

Tari Renner, Mayor Cherry L. Lawson, City Clerk

DRAFT

CONSENT AGENDA ITEM: 7B

FOR COUNCIL: April 9, 2018

SUBJECT: Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of $4,480,335.88.

RECOMMENDATION/MOTION: The Bills, Payroll, and Electronic Transfers be allowed in the amount of $4,480,335.88, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved $4,480,335.88 (Payroll total $2,223,518.08, Accounts Payable total $1,628,602.94, and Electronic Transfers total $628,214.86).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Scott Rathbun, Sr. Budget Manager

Recommended by:

Steve Rasmussen,
Interim City Manager

Attachment:

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of April 09, 2018

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
3/23/2018	$ 209,569.27	$ 76,176.88	$ 285,746.15
3/29/2018	$ 1,478,858.76	$ 124,402.48	$ 1,603,261.24
3/29/2018	$ 243,937.15	$ 82,699.46	$ 326,636.61
3/23/2018	$ 6,540.47	$ 1,333.61	$ 7,874.08
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	**$ 2,223,518.08**

ACCOUNTS PAYABLE

Date	Bank	Total
4/9/2018	AP General	$ 1,502,399.10
4/9/2018	AP Comm Devel	$ 41,768.73
	AP IHDA	
4/9/2018	AP Library	$ 48,785.73
	AP MFT	
	Off Cycle Check Runs	
3/28/2018-4/4/2018		$ 35,649.38
	AP GRAND TOTAL	**$ 1,628,602.94**

PCARDS

Date Range	Total
PCARD GRAND TOTAL	

WIRES

Date Range	Total
3/20/2018-4/2/2018	$ 628,214.86
WIRE GRAND TOTAL	**$ 628,214.86**

TOTAL **$ 4,480,335.88**

Respectfully,

Patti-Lynn Silva
Finance Director

CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: April 9, 2018

SUBJECT: Consideration of an Appointment to the Bloomington Planning Commission.

RECOMMENDATION/MOTION: Tyson Mohr be appointed to the Bloomington Planning Commission.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

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

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

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

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- Roster

Planning Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	FaxNumber	Reappointment
x	Southeast	Eric	Penn	04/30/18	2016	09/12/16	1	epblm.laborers@frontier.com	1016 McGregor	Bloomington	61701					
x	Southeast	J. Alan	Balmer (McCann)	04/30/18	2011	04/13/15	3	jbalmer@betadigm.com	16 Fountain Lake Court	Bloomington	61704					
X	Southeast	David	Stanczak	04/30/19	2012	03/28/16	8	dlts1202@yahoo.com	6 Buckhurst Ct	Bloomington	61704					
x	Southeast	Thomas	Krieger	04/30/20	2017	11/27/17	5	kriegcrew@aol.com	2209 Jessamine Road	Bloomington	61704					
x	Southeast	Megan	Headean	04/30/18	2015	04/13/15	1	megschub@gmail.com	1405 Kickapoo Creek Rd	Bloomington	61705					
x	Northeast	Mark	Muehleck	04/30/20	2017	10/23/17	9	mmuehleck1@yahoo.com	1216 Chatham Lane	Bloomington	61704					
x	Chair/Southwest	Justin	Boyd	04/30/19	2016	05/09/16	6	Justin.Boyd@countryfinancial.com	705 W MacArthur	Bloomington	61701					
x	Northeast	Kevin	Suess	04/30/20	2014	03/27/17	4	kevinsuess@gmail.com	113 Kreitzer	Bloomington	61701					
x	Vice Chair/Northeast	John	Protzman	04/30/20	2014	03/13/17	9	protz99@msn.com	2913 Southfork Rd	Bloomington	61704					
x	Northeast	James	Pearson (Mohr)	04/30/18	2011	04/13/15	9	jpear764@aol.com	14 Hearthstone Ct	Bloomington	61704					
	Staff	Katie	Simpson					ksimpson@cityblm.org	115 E Washington St	Bloomington	61701		434-2341			
	Staff	Izzy	Rivera					irivera@cityblm.org	115 E Washington St	Bloomington	61701		434-2448			

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

Number of Vacancies: 0
Number of Expired Board Members (Blm Appointments only): 0
Number of Expired Board Member Eligible for Reappointment: 0
Appointment/Reappointment Notes:

CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Community Development Department

SUBJECT: Consideration of a Supportive Housing Program/Continuum of Care Shelter Plus Care Grant Agreement (Project IL0288L5T121710), as requested by the Community Development Department.

RECOMMENDATION/MOTION: The attached Shelter Plus Care Grant Agreement (Project IL0288L5T121710) to the U.S. Department of Housing and Urban Development be approved and submitted, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5: Great Place to Live- Livable, Sustainable City: City having the capacity to cost effectively serve new developments and residents.

STRATEGIC PLAN SIGNIFICANCE: Objective B: City decisions consistent with plans and policies.

BACKGROUND: The Shelter Plus Care Grant is one of the five US Department of Housing and Urban Development's Supportive Housing Program (SHP) grants the City has been awarded for 2018. The total award for all 2018 Supportive Housing Program grants is $336,112.

Through the Shelter Plus Care grant, the City partners with Mid Central Community Action (MCCA) and the Housing Authority of Bloomington (BHA) to provide rental assistance at five units at Mayor's Manor. Mayor's Manor, operated by MCCA, is a permanent supportive housing facility that offers supportive services to help residents maintain housing, economic independence and stability. The majority of units at Mayor's Manor require residents to meet HUD's definitions for both homeless and disabled and meet income guidelines. The residents of the five units supported through this project are recipients of the Housing Choice Voucher Program through BHA. The Shelter Plus Care grant accounts for $23,853 of the total $336,112 awarded to the City through all Supportive Housing Program grants for 2018.

Funding breakdown for the current Shelter Plus Care award is as follows:

- BHA - Rental Assistance - $22,980 (Five Units at Mayor's Manor)
- BHA - Administrative Costs - $873.00 (Housing Authority of Bloomington Housing Choice Voucher Staff)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:
Bloomington Housing Authority

Mid Central Community Action

FINANCIAL IMPACT: Failure to submit the executed agreements would result in the loss of $23,853 in federal funding to support rental assistance for persons who have exited homelessness. Stakeholders can locate information related to the Community Development Fund in the FY 2018 Budget Book titled "Adopted Other Funds Budget", beginning on page 22.

COMMUNITY DEVELOPMENT IMPACT: The City of Bloomington's Comprehensive Plan addresses the need to reduce homelessness through prevention programs in Goal CWB-1 with CWB-1.1b specifically addressing the need make funds available to prevent homelessness. The funds provided through this project assists those experiencing homelessness to secure housing and supportive services to reduce the rate of return to homelessness.

Goal CWB-1: End chronic homelessness and reduce the severity of situational homelessness.
Goal CWB-1.1b: Continue to increase focus on prevention of homeless by making funds available that would alleviate the need for emergency shelter for families and individuals with income <80% of AMI (Area Median Income). 80% of AMI for a household of one is $46,700 per year. 80% of AMI for a household of four is $66,700 per year.

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

Respectfully submitted for Council consideration.

Prepared by:	Jennifer Toney, Grants Coordinator
Reviewed by:	Bob Mahrt, Interim Community Development Director
Financial & budgetary review by:	Scott Rathbun, Sr. Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 2A – Attachment – Scope of Work -2018 Shelter Plus Care - IL0288L5T121710

Tax ID Number: 37-6001563
Project Location: (Bloomington)
Original CoC Program Grant Number: (IL0288L5T121205)
Renewal Grant Number: IL0288L5T121710
Effective Date: (2/21/2018)
DUNS Number: 060864170

SCOPE OF WORK for
FY17 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is $23,853 for project number IL0288L5T121710. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in *e*-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a.	Continuum of Care planning activities	$_____
b.	UFA costs	$ 0
c.	Acquisition	$_____
d.	Rehabilitation	$_____
e.	New construction	$_____
f.	Leasing	$_____
g.	Rental assistance	$ 22,980
h.	Supportive services	$_____
i.	Operating costs	$_____
j.	Homeless Management Information System	$_____
k.	Administrative costs	$ 873

Tax ID Number: 37-6001563
Project Location: (Bloomington)
Original CoC Program Grant Number: (IL0288L5T121205)
Renewal Grant Number: IL0288L5T121710
Effective Date: (2/21/2018)
DUNS Number: 060864170

l. Relocation costs $_____
m. HPC homelessness prevention activities:
Housing relocation and stabilization services $_____
Short-term and medium-term rental assistance $_____

4. The performance period for the project begins 1/1/2018 and ends 12/31/2018. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: Ray E. Willis
(Signature)

(Ray E. Willis, Director)

3/19/2018
(Date)

Tax ID Number: 37-6001563
Project Location: (Bloomington)
Original CoC Program Grant Number: (IL0288L5T121205)
Renewal Grant Number: IL0288L5T121710
Effective Date: (2/21/2018)
DUNS Number: 060864170

RECIPIENT

(BLOOMINGTON HA (CITY OF) (BLOOMINGTON) -Mayors Manor S+C)

BY: _____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Community Development Department

SUBJECT: Consideration of a Supportive Housing Program/Continuum of Care Families and Individuals with Disabilities Grants Agreement (Project IL0283L5T121709), as requested by the Community Development Department.

RECOMMENDATION/MOTION: The attached Supportive Housing Program/Continuum of Care Families and Individuals with Disabilities Grant Agreement (Project IL0283L5T121709) to the US Department of Housing and Urban Development be approved and submitted, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5: Great Place to Live- Livable, Sustainable City: City having the capacity to cost effectively serve new developments and residents.

STRATEGIC PLAN SIGNIFICANCE: Objective B: City decisions consistent with plans and policies.

BACKGROUND: The Families and Individuals with Disabilities Grant is one of the five US Department of Housing and Urban Development's Supportive Housing Program (SHP) grants the City has been awarded for 2018. The total award for all 2018 Supportive Housing Program grants is $336,112.

For the past decade, the City has utilized the Families and Individuals with Disabilities grant to partner with Providing Access to Help (PATH) and other agencies to provide supportive services in the form of case management, transportation, health outreach services, counseling, child care and moving assistance to those at risk of becoming homeless or currently experiencing homelessness. The Families and Individuals with Disabilities grant accounts for $98,544 of the total $336,112 awarded to the City through all Supportive Housing Program grants for 2018.

Funding breakdown for the Families and Individuals with Disabilities grant award is as follows:

- PATH – $38,826.00 (Case Management, Storage, Health Service Outreach, Transportation, Health Management Information System Management and Grant Administration Fees)
- Children's Home and Aid - $22,215.15 (Child Care Staff at Crisis Nursery)
- Recycling Furniture for Families - $34,385.85 (Warehouse Staff/Moving Assistance)
- City of Bloomington - $3,117.00 (Grants Coordinator)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:
Children's Home and Aid/Crisis Nursery

Recycling Furniture for Family
PATH

FINANCIAL IMPACT: Failure to submit the executed agreements would result in the loss of $98,544 in federal funding and reduce services to individuals at risk of becoming homeless or currently experiencing homelessness. Stakeholders can locate information related to the Community Development Fund in the FY 2018 Budget Book titled "Adopted Other Funds Budget", beginning on page 22.

COMMUNITY DEVELOPMENT IMPACT: The City of Bloomington's Comprehensive Plan addresses the need to reduce homelessness through prevention programs in Goal CWB-1 with CWB-1.1b specifically addressing the need make funds available to prevent homelessness. The funds provided through this project assists those experiencing homelessness to secure housing and employment in addition to follow-up case management services to reduce the rate of return to homelessness. The Families and Individuals with Disabilities grant also diverts persons at-risk of becoming homeless from entering the homeless system.

Goal CWB-1: End chronic homelessness and reduce the severity of situational homelessness.
Goal CWB-1.1b: Continue to increase focus on prevention of homeless by making funds available that would alleviate the need for emergency shelter for families and individuals with income <80% of AMI (Area Median Income). 80% of AMI for a household of one is $46,700 per year. 80% of AMI for a household of four is $66,700 per year.

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

Respectfully submitted for Council consideration.

Prepared by:	Jennifer Toney, Grants Coordinator
Reviewed by:	Bob Mahrt, Interim Community Development Director
Financial & budgetary review by:	Scott Rathbun, Sr. Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 1A – Attachment –Scope of Work -2018 FID - IL0283L5T121709

Tax ID Number: 37-6001563
Project Location: (Bloomington)
Original CoC Program Grant Number: (IL0283L5T121204)
Renewal Grant Number: IL0283L5T121709
Effective Date: (2/21/2018)
DUNS Number: 060864170

SCOPE OF WORK for
FY17____ COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is $ 98,544 for project number IL0283L5T121709. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in *e*-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a.	Continuum of Care planning activities	$_____
b.	UFA costs	$ 0
c.	Acquisition	$_____
d.	Rehabilitation	$_____
e.	New construction	$_____
f.	Leasing	$_____
g.	Rental assistance	$_____
h.	Supportive services	$ $66,086
i.	Operating costs	$_____
j.	Homeless Management Information System	$ $23,500
k.	Administrative costs	$ $8,958

Tax ID Number: 37-6001563
Project Location: (Bloomington)
Original CoC Program Grant Number: (IL0283L5T121204)
Renewal Grant Number: IL0283L5T121709
Effective Date: (2/21/2018)
DUNS Number: 060864170

l. Relocation costs $_____
m. HPC homelessness prevention activities:
Housing relocation and stabilization services $_____
Short-term and medium-term rental assistance $_____

4. The performance period for the project begins 05-01-2018 and ends 04-30-2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: Ray E. Willis
(Signature)

(Ray E. Willis, Director)

3/19/2018
(Date)

Tax ID Number: 37-6001563
Project Location: (Bloomington)
Original CoC Program Grant Number: (IL0283L5T121204)
Renewal Grant Number: IL0283L5T121709
Effective Date: (2/21/2018)
DUNS Number: 060864170

RECIPIENT

(BLOOMINGTON HA (CITY OF) - Families and Individuals with Disabilities)

BY: _____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Grossinger Motors Arena

SUBJECT: Consideration of an assignment of the Grossinger Motors naming rights agreement to AutoCanada Holdings, Inc. as requested by Grossinger Motors Arena.

RECOMMENDATION/MOTION: Approving the attached Grossinger Motors naming rights agreement assignment to AutoCanada Holdings, Inc., and authorize the City Manager and City Clerk to execute the necessary documents

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: Grossinger Auto Group recently entered into an agreement with AutoCanada Holdings Inc. where AutoCanada will acquire substantially all of the assets of the Grossinger Entities, including all rights under the City of Bloomington's naming rights agreement dated June 22, 2017. The acquisition of Grossinger Auto Group by AutoCanada is set to occur on or around April 9, 2018. As part of the acquisition, AutoCanada will assume Grossinger Motors obligations under the Arena's naming rights agreement.

Outside of the assignment of the Arena's naming rights agreement and AutoCanada assuming payments under the agreement to the City, the Arena will not experience any other changes. The Arena will remain being called the Grossinger Motors Arena.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Lynn Cannon, Executive Director, GMA

Reviewed by: Leslie Yocum, Contract Administrator

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 1B AGREEMENT Grossinger Motors Naming Rights Agreement
- IC ASSIGNMENT Grossinger Motors Naming Rights Assignment

NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT, made this 22nd day of June, 2017, by and between the City of Bloomington, an Illinois municipal corporation located at 109 E. Olive Street (hereinafter "OWNER"), VenuWorks of Bloomington, LLC, an Illinois limited liability company (hereinafter "OPERATOR"), and Grossinger Motors, Inc., 6900 N. McCormick Blvd. Lincolnwood, IL 60712 (hereinafter "NAMING SPONSOR").

WITNESSETH:

WHEREAS, OWNER owns, operates, and maintains an arena currently known as the "U.S. Cellular Coliseum" (hereinafter, such facility shall be referred to as "ARENA"); and

WHEREAS, OWNER desires to sell the naming rights to the ARENA; and

WHEREAS, NAMING SPONSOR desires to purchase naming rights to the ARENA for a Five (5) year period with first right of refusal for an additional Five (5) years based on new terms and conditions proposed by OWNER; and

WHEREAS, NAMING SPONSOR desires to utilize the naming rights set forth herein; and

WHEREAS, NAMING SPONSOR desires to assist in maximizing ARENA's annual attendance and activity which will benefit both ARENA and NAMING SPONSOR; and

WHEREAS, NAMING SPONSOR has agreed to pay amounts and provide the services described in Article IV in exchange for naming rights.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - NAME CHANGE; LOGO; PUBLIC RELATIONS; USE OWNERSHIP

Section 1.1 Name Change.

A. In accordance with this Agreement, the ARENA name shall be changed to a name to be mutually acceptable to both OWNER and NAMING SPONSOR, hereinafter known as GROSSINGER MOTORS ARENA. OWNER shall cause, at NAMING SPONSOR'S sole expense, ARENA's displayed name on all signage, materials and other locations whether within or outside of the ARENA, to be changed to read GROSSINGER MOTORS ARENA. OWNER will work with NAMING SPONSOR to receive pre-approval of all expenses which shall not be unreasonably withheld. OWNER will use its best efforts to make all references to the ARENA made to any person, firm, corporation, or other entity, for the term of this Agreement, be the GROSSINGER MOTORS ARENA including references by OWNER made in local, regional, and national media coverage and advertising and to representatives thereof.

When referring to the ARENA outside the Bloomington area the ARENA will be referred to by OWNER as GROSSINGER MOTORS ARENA, Bloomington. This is so potential patrons of the ARENA are reminded of its location and to promote and identify the City of Bloomington.

Section 1.2 Logo.

NAMING SPONSOR and OWNER will work together to develop a mutually agreeable ARENA logo.

Section 1.3 Public Relations Campaign.

Effective upon execution of this agreement, with NAMING SPONSOR'S approval, OWNER shall engage in an aggressive public relations campaign announcing the GROSSINGER MOTORS ARENA and NAMING SPONSOR's support of the City of Bloomington.

Section 1.4 Use of Name and Logos.

All uses of the GROSSINGER MOTORS ARENA and all logos associated therewith by OWNER or its licensees permitted by this Agreement shall be deemed to be approved with the NAMING SPONSOR'S approval of name and logo, consistent with Sections 1.1 and 1.2 above. OWNER will have exclusive rights to use the logo in connection with the services of promoting and organizing conventions, trade shows, civic and business meetings and banquets, and entertainment and sporting events and for all other purposes related to conducting business on behalf of the ARENA. OWNER agrees to observe reasonable guidelines as may be set by NAMING SPONSOR in connection with the use of such logos, provided that such guidelines are consistent with industry norms and standards.

Section 1.5 Ownership of Name and Logos.

OWNER acknowledges and agrees that NAMING SPONSOR is the owner of the exclusive right to use its own business name and logos associated therewith and any registrations therefore. OWNER will not at any time challenge NAMING SPONSOR'S exclusive right to such name and logos and will not use or permit the use of any name or logo confusingly similar to NAMING SPONSOR'S. NAMING SPONSOR acknowledges OWNER's unrestricted right to use GROSSINGER MOTORS ARENA and logos as provided by this Agreement.

ARTICLE II - AMENITIES

Section 2.1 Signage and Displays.

A. Unless otherwise provided herein, OWNER shall provide, at NAMING SPONSOR'S sole cost and expense, signage at the following locations bearing the GROSSINGER MOTORS ARENA name: OWNER to provide up to $75,000 for one time reimbursement to apply towards signage expenses (expenses mutually agreed upon with OWNER & NAMING SPONSOR) as part of this naming rights Agreement.

(I) Exterior Building Locations

- ☐ Name prominently placed on three sides of the ARENA
- ☐ One banner location on each side of main entrance of ARENA

(II) Directional Signage

- ☐ Directional roadside signage which is strategically placed along main thoroughfares leading to the ARENA as may be permitted by law and in the OWNER's sole discretion.

(III) Interior Building Locations

- ☐ Signage in ARENA Bowl top of main video board
- ☐ Signage in ARENA Concourse (2 back lit ad panels)
- ☐ Basketball floor signage on ARENA court.
- ☐ Hockey rink ice signage

(IIII) Specific automotive brand naming rights to the following areas

- ☐ Main Ticket Office
- ☐ VIP Entrance & Suite Level
- ☐ Club / Restaurant

(IV) Vehicle Display in front of ARENA

- ☐ Two (2) Vehicles to be displayed in front of ARENA with location #1 to be in front of ticket office near Madison Street and location #2 to be on the corner of Madison Street and Front Street as permitted by City Code for events at ARENA. Insurance, delivery, pickup, labor and any other expenses for vehicles on display are at the sole cost of Naming Sponsor.

B. A Signage Agreement that incorporates the requirement of this Section 2.1, details the signs and identifies the locations of the signs shall be entered into between OPERATOR and NAMING SPONSOR.

Section 2.2 Promotional Opportunities.

OWNER shall further provide the following at OWNER's sole cost and expense:

(I) One suite with 14 seats (18 person capacity) to the NAMING SPONSOR who shall be provided a Suite Agreement by OPERATOR.

(II) Name recognition on tickets, media materials, printed stationery, business cards and all promotional materials promoting GROSSINGER MOTORS ARENA and the events taking place there.

(III) Ongoing promotional and marketing opportunities to NAMING SPONSOR (mutually agreed with venue management company)

(IV) Name recognition when ARENA may be promoted or publicized by OWNER in local, regional, national or international media coverage and advertised as GROSSINGER MOTORS ARENA.

Section 2.3 Complimentary ARENA Use.

NAMING SPONSOR shall have two (2) complimentary event rental use to include (Thursday – Sunday for Grossinger Motors auto sale) the GROSSINGER ARENA annually, to be mutually acceptable to NAMING SPONSOR and OWNER. Room usage shall be on a space available basis and subordinate to ARENA's cash rentals and does not include catering or other amenities provided by ARENA. Service charges incurred by OWNER, its assignee, and subcontractors for setup, clean-up and other services will be billed to NAMING SPONSOR at posted rates.

ARTICLE III - ADVERTISING

Section 3.1 Advertising Policies.

NAMING SPONSOR agrees to abide by OWNER policies on advertising within and relative to the GROSSINGER MOTORS ARENA. Events may play the GROSSINGER MOTORS ARENA that are sponsored by other businesses, and in that case, temporary banners or other signage may be hung, scoreboard messages may appear and/or public address announcements could be made. NAMING SPONSOR further acknowledges that OWNER is retaining the right to sell advertising rights at the GROSSINGER MOTORS ARENA, subject to the provision set forth in Section 3.2.

Section 3.2 Product Category Exclusivity.

OWNER shall refrain from selling GROSSINGER MOTORS ARENA permanent advertising rights to any person, firm corporation, or entity that is engaged in the business of automotive sales, automotive manufacturing and automotive services (such as oil changes & tires), unless the OWNER has written permission from NAMING SPONSOR. This Section 3.2 shall not prohibit OWNER from leasing Suites or other Premium seating to a Competitor; provided however, that such Competitor shall not display advertising signage outside their Suite or Premium seating area.

ARTICLE IV - FEES AND CHARGES

Section 4.1 Payment.

NAMING SPONSOR shall pay to the OWNER the sum of Eight Hundred Seventy Five Thousand Dollars and no cents ($875,000.00) in consideration of this agreement in the following manner:

July 1, 2017	$87,500	January 1, 2018	$87,500
July 1, 2018	$87,500	January 1, 2019	$87,500
July 1, 2019	$87,500	January 1, 2020	$87,500
July 1, 2020	$87,500	January 1, 2021	$87,500
July 1, 2021	$87,500	January 1, 2022	$87,500

ARTICLE V - TERM / TERMINATION / RENEWAL

Section 5.1 Term.

The initial term of this Agreement shall commence on the date hereof ("Effective Date") and shall continue until June 30, 2022, with first right of refusal for an additional Five (5) years based on new terms and conditions, specifically including fees (not to increase beyond $225,000 per year) and usage rights, as determined and approved by the OWNER in its sole discretion, unless otherwise terminated in accordance with Section 5.2 or 5.3.

Section 5.2 Termination.

5.2.1 Defaults & Material Breaches. Each of the following shall constitute a breach and material default of this Agreement:

(2) The failure by NAMING SPONSOR to cure a payment default under this Agreement (notwithstanding the right of the OWNER to interest on any such sums that become delinquent);

(3) Any party's failure to comply with a material term or condition of, or to satisfy a material obligation it has assumed under, this Agreement;

5.2.2 Termination for Failure to Correct, Remedy, or Cease Failure or Violation of Agreement Within Reasonable Time After Receipt of Notice Thereof.

In the event either party to this Agreement fails to perform any obligation hereunder, or violates any provision of this Agreement, the other party may give notice to such party of such failure and demand the performance of such party(s) obligations hereunder or compliance with the terms and conditions hereof within a reasonable period after the date of such notice, which period shall not exceed ninety (90) days. In the event the party receiving notice of such failure or violation does not correct, remedy, or cease such failure or violation within the time specified in such notice, the other party may terminate this Agreement, whereupon all obligations of the parties

hereto that had not been incurred as of the effective termination date, including but not limited to the obligation to pay the balance of fees due, to thereafter identify the ARENA as the GROSSINGER MOTORS ARENA and to display NAMING SPONSOR's logo in connection therewith, shall terminate.

5.2.3 Should the Internal Revenue Service enter Rules and Regulations relating to naming rights agreements which would adversely affect OWNER, OWNER reserves the right to amend or terminate this agreement based on the Internal Revenue Service rulings.

5.2.4 Should NAMING SPONSOR discontinue doing automotive business in the Bloomington / Normal market areas during the term of this Agreement and wishes to terminate early as a result, the following would apply: NAMING SPONSOR must give Nine (9) months' notice in writing of its intent to terminate to both OWNER and OPERATOR. In the event termination occurs under this section prior to three years, NAMING SPONSOR remains obligated and liable to pay for the first three (3) full years of payments due under Section 4.1In the event of termination under this section, unless NAMING SPONSOR chooses to implement Section 9.10. NAMING SPONSOR also agrees to reimburse OWNER for all signage expenses it incurred per Section 2.1A on a pro-rated basis of this 5 year Agreement.

5.2.5 Remedies Available Upon Termination of a Party's Rights.

(1) NAMING SPONSOR Remedies: In the event that OWNER's rights under this Agreement are terminated by SPONSOR pursuant to this section, the Annual Fee payable pursuant to Section 4.1 hereof shall be prorated on the basis of 365 calendar days, and the amount of the Annual Fee that has been paid and is attributable to the period of time after the effective date of such termination shall be refunded to NAMING SPONSOR or its successor or assignee, as appropriate.

(2) OWNER Remedies: In the event that NAMING SPONSOR's rights under this Agreement are terminated by OWNER pursuant to this section, OWNER, without any further proceedings, may grant and license the title sponsorship rights to the ARENA to one or more other persons or entities during any portion of the term remaining under this Agreement had it not been terminated, and receive license fees therefor; Provided, that notwithstanding such termination, NAMING SPONSOR's liability for the additional payment to be paid to the OWNER pursuant to Section 4.1 shall not be extinguished, and NAMING SPONSOR shall pay to OWNER the difference between said annual fee and the sum OWNER receives for the title sponsorship from such other persons or entities during the period beginning on the date NAMING SPONSOR's or NAMINT ENTITY'S rights under this Agreement are terminated and ending on the scheduled expiration date of this Agreement. Such payment shall be made annually, within fifteen (15) days after the date of the OWNER's invoice to NAMING SPONSOR. In the event that NAMING SPONSOR's rights under this Agreement are terminated pursuant to this section, OWNER shall make a

good faith effort to obtain the fair market value for the title sponsorship rights that are licensed to any third party or parties during that portion of the term of this Agreement that follows the effective termination of NAMING SPONSOR's rights. If OWNER fails to negotiate a fair market value upon resale of the title sponsorship rights, NAMING SPONSOR's liability under this subsection shall be limited to an amount equal to the difference between the additional annual fees to be paid hereunder and the current fair market value of such title sponsorship rights.

Section 5.3 Renewal.

NAMING SPONSOR shall receive first right of refusal for an additional Five (5) years based on new terms and conditions as set to and agreed by OWNER. OWNER shall submit in writing a new Agreement, including the new terms and conditions, specifically including the new fees and facility usage terms, approximately 16 months prior to the expiration of this Agreement. NAMING SPONSOR shall have 30 days to accept and respond to the proposed new Agreement. If the NAMING SPONSOR does not accept the proposed new Agreement within that 30 day time period, OWNER shall be free to enter into a naming rights agreement with any other party to begin at the expiration of this Naming Rights Agreement.

ARTICLE VI - REPRESENTATIONS AND WARRANTIES

OWNER hereby represents and warrants to NAMING SPONSOR that:

Section 6.1 Authorization.

OWNER has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated herein. All acts and proceedings required for the authorization, execution, delivery, and performance of this Agreement have been taken. This Agreement and all documents and instruments delivered hereunder are legal, valid, and binding on OWNER and enforceable in accordance with their respective terms.

Section 6.2 Ownership.

City of Bloomington is the exclusive owner of the ARENA and shall retain all rights and privileges of ownership. OWNER retains all rights and privileges; including but not limited to, decisions regarding programming, operations, financial affairs, promotions, marketing and management.

NAMING SPONSOR hereby represents and warrants to OWNER that:

Section 6.3 Authorization.

NAMING SPONSOR has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated herein. All acts and proceedings required for the authorization, execution, delivery, and performance of this Agreement have been taken. This Agreement and all documents and instruments delivered hereunder are legal, valid,

and binding on NAMING SPONSOR and enforceable in accordance with their respective terms.

Section 6.4 Compliance.

NAMING SPONSOR has been and are on the date hereof being conducted in compliance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to environmental laws. NAMING SPONSOR is not in violation or breach of, or in default under any term or provision of any business commitment with any other party, and no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a violation, breach or default. The execution, delivery and performance by NAMING SPONSOR of this Agreement will not:

(I) require any consent or approval from any person not already received;
(II) require any authorization, consent, approval, license, exemption by or filing or registration with any court or governmental department, commission, board, bureau, agency, or instrumentality of government which has not been validly and lawfully obtained;
(III) cause NAMING SPONSOR to violate or contravene any provision of law, any rule or regulation of any agency or government, whether federal, state, local, or foreign, any order, writ, judgment, injunction, decree, determination or award;
(IV) violate or be in conflict with, result in a breach of or constitute (with or without notice or the lapse of time or both) a default under any contract with any other party; or
(V) result in the creation or imposition of any lien.

Section 6.5 Disclosures.

There is no fact known to NAMING SPONSOR, which NAMING SPONSOR has not fully disclosed to OWNER in writing with respect to marketing, business prospects, competition, industry or similar factors of general application, which would or may be likely to have a materially adverse effect upon the existing or expected financial condition, business retention, operating results, assets, customer relations, employee relations or business prospects of the NAMING SPONSOR.

ARTICLE VII - INSURANCE

Property damage coverage on the ARENA will at all times be maintained by the City of Bloomington. NAMING SPONSOR and any and all of its contractors and subcontractors, shall maintain insurance coverage at all times during any NAMING SPONSOR activities, said insurance requirements to be consistent with standard ARENA operating procedures in force.

ARTICLE VIII - INDEMNIFICATION; LIMITATION OF LIABILITY

Section 8.1 Indemnification.

A. Each party hereto shall indemnify and hold the other (hereinafter the "indemnified parties") harmless from any and all losses, claims, actions, damages, and expenses, including attorneys' fees, arising out of or resulting from every act or omission of the indemnifying party or any of its officers, under this agreement.

B. In addition to the foregoing, NAMING SPONSOR shall indemnify OWNER from any and all losses, claims, actions, damages, and expenses, including attorneys' fees, arising out of or resulting from any breach or infringement of copyright, trademark, or other intellectual property rights in the course of the utilization of any name or logo provided or selected solely by the NAMING SPONSOR.

Section 8.2 Limitation of Liability.

In no event shall either party be liable for special, indirect or consequential damages in connection with or arising out of this agreement.

Section 8.3 NAMING SPONSOR as User or Tenant

Indemnification and limitations of liability described in sections 8.1 and 8.2 herein shall not relieve the NAMING SPONSOR of its responsibilities for insurance and other normal tenant requirements on those occasions when the NAMING SPONSOR is a tenant or user of the ARENA.

ARTICLE IX - MISCELLANEOUS

Section 9.1 Amendments.

Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

Section 9.2 Interpretation of Agreement.

The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope of intent of any provision of this Agreement. This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters dealt with hereto and shall be interpreted to achieve the intents and purposes of the parties without any presumption against the party responsible for drafting any part of this Agreement. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or OWNER holiday, then the last day for undertaking the action of giving or replying to the notice shall be the

next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of OWNER or NAMING SPONSOR is required to be obtained, OWNER or NAMING SPONSOR, as the case may be, may give or withhold such consent in its sole and absolute discretion.

Section 9.3 Severability.

If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to such person, entity or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Section 9.4 Force Majeure; Substantial Damage.

In the event that either party to this Agreement is unable to perform its obligations hereunder or to enjoy any of its benefits because of the substantial damage or destruction of the ARENA due to any cause, a natural disaster, or action or decree of a governmental body with appropriate jurisdiction (hereinafter referred to as a "Force Majeure Event"), the party that has been so affected shall immediately give notice to the other party of such fact and shall do everything possible to resume its performance. Upon the other party's receipt of such notice, each party's obligations hereunder shall be suspended for the period of such Force Majeure Event and, if applicable, the payments due pursuant to Section 4.1 shall be reduced pro rata and NAMING SPONSOR shall be refunded the difference between the amounts paid and the amount of the reduced payment. If the Force Majeure Event lasts for a period of two (2) or more years from and after the date that the other party receives notice of such Force Majeure Event and the party that received such notice has been able to perform its obligations hereunder despite such Force Majeure Event, the party that received such notice may terminate this Agreement by giving notice thereof to the party unable to perform because of such Force Majeure Event.

Section 9.5 Time of Essence.

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified including, but not limited to, the expiration of the term.

Section 9.6 Cumulative Remedies.

All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

Section 9.7 Survival of Indemnities.

Termination of this Agreement shall not affect the right of OWNER or NAMING SPONSOR to enforce any and all indemnities and representations and warranties given or made to the

other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.

Section 9.8 Notices.

All notices hereunder shall be in writing and shall be deemed to have been duly given upon receipt, if personally delivered, or on the third business day following mailing by the United States mail, postage prepaid, addressed to the parties at the following addresses or at such other addresses as shall be specified in writing and in accordance with this Section:

NAMING SPONSOR:

Grossinger Motors
6900 N McCormick Blvd.
Lincolnwood, IL 60712
Attn: Caroline Grossinger, Owner & President

With a copy to:

Rocklin Irving Marketing Solutions
7101 North Cicero Avenue
Lincolnwood, IL 60712
Attn: Mark Rocklin, President

OWNER:

City of Bloomington
109 E. Olive Street
Bloomington, IL 61701
Attn: City Manager
Attn: Corporation Council

With a copy to:

VenuWorks of Bloomington, LLC
101 S. Madison Street
Bloomington, IL 61701
Attn: Executive Director

Section 9.9 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.10 Successors and Assigns.

NAMING SPONSOR may assign this Agreement to any parent, subsidiary, or entity purchasing substantially all of the assets of NAMING SPONSOR. OWNER, in its sole discretion, retains the right to approve any name change to ARENA. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors and assigns.

Section 9.11 Entire Agreement

This Agreement shall constitute the entire agreement of the parties. Any and all prior agreements or understandings of the parties shall, upon execution of this Agreement, be null and void.

Section 9.12 Waiver.

Any term or condition of this Agreement may be waived at any time by the party entitled to the benefit thereof. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

Section 9.13 Relationship of Parties.

Except as may otherwise be expressly provided herein, the parties shall not be considered agents, employees, partners, or joint ventures of one another under the terms of this Agreement for any reason whatsoever.

Section 9.14 Agreement Executed in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

Section 9.15 Agreement Subject to Approval by OWNER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SPONSOR and SPONSOR'S GRANTEE ACKNOWLEDGE AND AGREE THAT NO OFFICER OR EMPLOYEE OF OWNER HAS AUTHORITY TO COMMIT OWNER HERETO UNLESS AND UNTIL A RESOLUTION OR ORDINANCE OF OWNER SHALL HAVE BEEN DULY PASSED APPROVING THIS AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF OWNER HEREUNDER ARE CONTINGENT UPON PASSAGE OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS OWNER APPROVES THIS AGREEMENT, IN ITS SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ATTEST

OWNER

By: _____

Its: City Manager

By: _____

NAMING SPONSOR

By: _____

Its: President

OPERATOR

By: Lynn Cannon

Its: Executive Director

Grossinger Auto Group

7225 N Cicero

Lincolnwood, IL 60712

March 21, 2018

Via Email

VenuWorks of Bloomington, LLC
Attention: Lynn Cannon
lcannon@grossingermotorsarena.com

Re: Consent to Assignment of Agreement(s) between the City of Bloomington, VenuWorks, of Bloomington, LLC (the "Company") and Grossinger Motors (the "Grossinger Entities").

Lynn:

The Company has entered into the following agreement(s) with the Grossinger Entities, each of which agreements is set forth below (collectively, the "Agreement(s)"):

Naming Rights Agreement dated June 22, 2017, by and among the City of Bloomington, VenuWorks of Bloomington, LLC and Grossinger Motors, Inc.

The Grossinger Entities have entered into a definitive agreement (the "Transaction") with AutoCanada Holdings Inc. and its affiliates (together, "AutoCanada"), under which AutoCanada will acquire substantially all of the assets of the Grossinger Entities and certain of their affiliates, including all rights under the Agreement(s), effective as of the closing of the Transaction (the "Closing"), which is currently expected to occur on or about April 9, 2018. As part of the Transaction, AutoCanada agreed to assume obligations under the Agreement(s).

Under each of the Agreements the notice or prior written consent of the Company is required with respect to the assignment of the Agreement(s) to AutoCanada.

Accordingly, by its signature below, the Company hereby consents to the assignment of the Agreement(s) to AutoCanada, and further agrees and acknowledges that such assignment shall not otherwise modify any material term of the Agreement(s) and that concurrent with the assumption of

the Agreement(s) by AutoCanada, the Grossinger Entities shall be released from any and all obligations or liabilities under the Agreement(s).

Caroline Grossinger
Grossinger Auto Group

By: _____
President

Acknowledged and accepted

this _____ day of _____, 2018:

[VenuWorks of Bloomington, LLC]

By: Lynn Cannon

Name: Lynn Cannon

Title: Executive Director

City of Bloomington

By: _____

Name:

Title:

Auto Canada

By: _____

Name:

Title:

CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Temporary Easement Agreement between John and Sandra Bauby and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department.

RECOMMENDATION/MOTION: The attached Temporary Easement Agreement with John Bauby and Sandra Bauby be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents

STRATEGIC PLAN LINK: Goal 2. Upgrade the City infrastructure and facilities

STRATEGIC PLAN SIGNIFICANCE: Objective 2a, Better quality roads and sidewalk

BACKGROUND: This temporary easement from John and Sandra Bauby is needed for the construction of the Fox Creek Road project from Danbury Drive to Beich Road which is scheduled for ground breaking in early 2019. The details and location of the agreement can be found in the attached offer letter, agreement, and location map. There are approximately 15 other parcels from which staff is working to acquire easements and/or right-of-way in order to complete this project.

Project Need

The existing bridge at Fox Creek Road was built in 1981, is too narrow to accommodate the projected volume of vehicle traffic, and does not safely accommodate pedestrians or bicyclists. Fox Creek Road is an important east-west collector roadway linking existing and emerging residential areas in the south and western areas of the City with the central section. It is one of only three routes that cross US-51/I-55/I-74. The Union Pacific Railroad that services both Amtrak passenger and freight cars is located underneath the bridge.

Project Design Schedule

The City of Bloomington began planning the reconstruction of the Fox Creek Bridge and the adjacent roads in 2014. In April 2017 the City filed a petition with the Illinois Commerce Commission (ICC) because as of May 2016 Union Pacific (UP) has changed its design standards, and the proposed 1 span bridge no longer conforms to UP standards. UP expected the City to build to their new standards which would require the bridge to span 3 tracks and 2 access roads for their service vehicles. This petition is still outstanding and has delayed the project. We expect the hearing to be held within the next 2 months. After the ICC makes their ruling, it will take approximately 9 months to finish the design and be ready to bid the project. Construction is scheduled to begin early in 2019 and is expected to be completed in 2020.

Project Cost

The total projected cost of the project is about $6.2 million, and 60 percent of qualified bridge replacement costs are eligible for reimbursement from the ICC's Grade Crossing Protection Funds (GCPF). The City will be using Motor Fuel Tax to pay for the remaining 40 percent of the cost of the bridge and for the cost of the roadway leading to the bridge. The bridge that would comply with the 2016 Union Pacific design standards is estimated to cost an additional $800,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: John and Sandra Bauby

FINANCIAL IMPACT: The City will pay $300 as consideration for this agreement. The fair market value of this easement is estimated to be less than this amount. However, staff chose to follow IDOT's policy of a $300 minimum for an easement agreement.

The cost of this agreement will be paid from the MFT account (#20300300-72510). Stakeholders can locate this in the FY 2018 Adopted Budget Book titled "Adopted Other Funds Budget" on page 10.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:	Luke Thoele, PE, Civil Engineer II
Reviewed by:	Jim Karch, PE CFM, Director of Public Works
Financial & budgetary review by:	Scott Rathbun, Sr. Budget Manager
Legal review by:	Aaron D. Evans, Sorling Northrup

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 1B LETTER & AGREEMENT Easement Agreement – Bauby 20180409
- 1C MAP Easement Agreement – Bauby 20180409

www.cityblm.org

Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

December 5, 2017

John & Sandra Bauby
2610 Fox Creek Road
Bloomington, IL 61704

Re: Fox Creek Road and Bridge Improvements
Parcel No. 21-18-300-014

Dear Landowner:

The City of Bloomington is planning improvements for Fox Creek Road in the area from Danbury Drive to Beich Road that affect your property. Planned improvements in this area include replacement of the Fox Creek Road bridge, new curb and gutter, extension of sidewalks, additional turn lanes, and additional traffic signals. A portion of your property is desired for the completion of these improvements consisting of:

- 0.009 acres of land as a temporary construction easement.

As compensation for this acquisition, you would be paid $300.00, subject to final approval. You are being provided with the following documents for your consideration:

- Temporary Easement Agreement

Please take time to review the enclosed documents in order to expedite the completion of the project and minimize any disturbance.

I am available to discuss the proposed improvements and any questions you may have about the acquisition. Please note that the City cannot provide specific legal advice or specific legal referrals. You may reach me at 309-434-2437 or via email at lthoele@cityblm.org.

Sincerely,

Luke Thoele

Luke Thoele, P.E.
Civil Engineer II

Prepared by / Return to:

City of Bloomington, IL
Luke Thoele
115 E Washington Street
P.O. Box 3157
Bloomington, IL 61702-3157
Telephone: 309-434-2225
Fax: 217-522-3173

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this "**Agreement**") is made as of _____, 2017, by and between John Bauby and Sandra Bauby, husband and wife (collectively, the "**Grantor**"), and the City of Bloomington, Illinois, a Municipal Corporation (the "**City**").

RECITALS

A. Grantor owns certain real property lying adjacent to Fox Creek Road, Bloomington, Illinois, and more particularly described in Appendix A attached hereto (the "**Property**").

B. The City proposes to widen Fox Creek Road and construct certain improvements to the public right-of-way and its appurtenances (collectively, the "**Improvements**").

C. In order to facilitate the Improvements, Grantor agrees to grant to the City certain temporary easements over the Property.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

1. Grant of Temporary Easement. Grantor hereby grants and conveys unto the City a temporary easement in, on, over, under, through and across the property legally described in Appendix B attached hereto (the "**Temporary Easement Premises**") for the uses and purposes described herein.

2. Scope of Temporary Easement. The City and the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City, shall have the right, privilege, and easement to use and occupy the Temporary Easement

Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, staging, sloping, grading, clearing, grubbing, excavating, and storage of equipment, materials, and excavated earth. The City has the right to alter the slope or grade of the Temporary Easement Premises and the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, within the Temporary Easement Premises to the extent, in the sole judgment of the City, necessary to prevent interference with the efficient, safe or convenient construction of the Improvements.

3. Term of Temporary Easement. The City's rights in and to the Temporary Easement Premises shall expire upon completion of the construction and installation of the Improvements, restoration of the Property, and final inspection. In any event, the term of the grant of the Temporary Easement Premises shall not exceed a period of five (5) years from the date of this Agreement.

4. Consideration. The City agrees to pay to Grantor the sum of $300 as consideration for this Agreement.

5. Restoration of Property. Upon the initial construction and installation of the Improvements, the City shall:

(a) remove from the Temporary Easement Premises all debris, surplus material, and construction equipment;

(b) blend grades and elevations of land and driveways and restore the surface of the Temporary Easement Premises to smooth contours; and

(c) restore Grantor's fences, driveways, and permanent structures disturbed by the City's use of the Temporary Easement Premises to a reasonable approximation of the condition that existing prior to such use.

6. Authority and Warranty of Title. Each party executing this Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to grant the Temporary Easement Premises to the City.

7. Indemnity. The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

8. Cooperation. Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this

Agreement, re-grant the Temporary Easement Premises, carry out the transactions contemplated by this Agreement, or as may be necessary or desired for recording purposes.

9. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

11. Effect of Invalidity. In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement.

12. Entire Agreement. This Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

13. Right of Homestead. Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

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

John Bauby

STATE OF ILLINOIS)
) SS.
COUNTY OF McLean)

OFFICIAL SEAL
LYNNETTE TREUTHART
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires May 6. 2019

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that JOHN BAUBY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein stated, including the release and waiver of the right of homestead.

Given under my hand and seal, this 16 day of January, 2018.

Lynnette Treuthart
Notary Public

Sandra Bauby

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that SANDRA BAUBY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act, for the uses and purposes therein stated, including the release and waiver of the right of homestead.

Given under my hand and seal, this _____ day of _____, 2018.

Notary Public

CITY OF BLOOMINGTON,
a Municipal Corporation

By:_____

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that _____, as _____ of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this _____ day of _____, 2017.

_____
Notary Public

APPENDIX A

Description of Property

Common Address: 2610 Fox Creek Road, Bloomington, Illinois

Parcel Identification No.: 21-18-300-014

APPENDIX B

Description of Temporary Easement

The north 8 feet of the east 50 feet of the referenced property.

The above described temporary easement contains 400 square feet, or 0.009 acres, more or less.

Easements and Right of Way for Fox Creek Road Improvements

Parcel Location:
2610 Fox Creek Road

LEGEND

- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED TEMPORARY EASEMENT
- PROPOSED PERMANENT EASEMENT

N

GRAPHIC SCALE
FEET
0 100
SCALE: 1"= 100'

SAVANNA ROAD
FOX CREEK ROAD
DANBURY ROAD
UNION PACIFIC RAILROAD
BEICH ROAD

PARCEL 0000024TE
PARCEL 0000025TE
PARCEL 0000027TE
PARCEL 0000027
PARCEL 0000013TEB
PARCEL 0000013TEA
PARCEL 0000013
PARCEL 0000012TE
PARCEL 0000012
PARCEL 0000014
PARCEL 0000014TE
PARCEL 0000018TE
PARCEL 0000007
PARCEL 0000007TE
PARCEL 0000006TE
PARCEL 0000004A
PARCEL 0000004B
PARCEL 0000004TE
PARCEL 0000003A
PARCEL 0000006
PARCEL 0000005TE
PARCEL 0000005
PARCEL 0000003TEC
PARCEL 0000003TEA
PARCEL 0000003B
PARCEL 0000003TEB
PARCEL 0000001TE
PARCEL 0000028PE
PARCEL 0000002TE

220+00 120+00
225+00
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230+00 130+00
235+00 135+00
400+00 500+00
5+00
240+00 140+00
245+00 145+00
310+00
305+00

benesch
engineers · scientists · planners
Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, Illinois 60601
312-565-0450
Design Firm License # 184.000882

PARCEL EXHIBIT

CITY OF BLOOMINGON

FOX CREEK ROAD

LIMITS: MONICA LANE TO INTERSTATE 55 COUNTY: MCLEAN
SCALE: 1"=100'

PLANNING DEPARTMENT
401 WEST WASHINGTON STREET
BLOOMINGTON, IL 61701

Bloomington ILLINOIS

BENESCH JOB NO: 10388.00

CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Temporary Easement Agreement between Marcfirst and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department.

RECOMMENDATION/MOTION: The attached Temporary Easement Agreement with Marcfirst be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade the City infrastructure and facilities

STRATEGIC PLAN SIGNIFICANCE: Objective 2a, Better quality roads and sidewalk

BACKGROUND: This temporary easement from Marcfirst is needed for the construction of the Fox Creek Road project from Danbury Drive to Beich Road which is scheduled for ground breaking in early 2019. The details and location of the agreement can be found in the attached offer letter, agreement, and location map. There are approximately 15 other parcels from which staff is working to acquire easements and/or right-of-way in order to complete this project.

Project Need

The existing bridge at Fox Creek Road was built in 1981, is too narrow to accommodate the projected volume of vehicle traffic, and does not safely accommodate pedestrians or bicyclists. Fox Creek Road is an important east-west collector roadway linking existing and emerging residential areas in the south and western areas of the City with the central section. It is one of only three routes that cross US-51/I-55/I-74. The Union Pacific Railroad that services both Amtrak passenger and freight cars is located underneath the bridge.

Project Design Schedule

The City of Bloomington began planning the reconstruction of the Fox Creek Bridge and the adjacent roads in 2014. In April 2017 the City filed a petition with the Illinois Commerce Commission (ICC) because as of May 2016 Union Pacific (UP) has changed its design standards, and the proposed 1 span bridge no longer conforms to UP standards. UP expected the City to build to their new standards which would require the bridge to span 3 tracks and 2 access roads for their service vehicles. This petition is still outstanding and has delayed the project. We expect the hearing to be held within the next 2 months. After the ICC makes their ruling, it will take approximately 9 months to finish the design and be ready to bid the project. Construction is scheduled to begin early in 2019 and is expected to be completed in 2020.

Project Cost

The total projected cost of the project is about $6.2 million, and 60 percent of qualified bridge replacement costs are eligible for reimbursement from the ICC's Grade Crossing Protection Funds (GCPF). The City will be using Motor Fuel Tax to pay for the remaining 40 percent of the cost of the bridge and for the cost of the roadway leading to the bridge. The bridge that would comply with the 2016 Union Pacific design standards is estimated to cost an additional $800,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Representatives of Marcfirst.

FINANCIAL IMPACT: The City will pay $517 as consideration for this agreement. This amount reflects the estimated market value for this easement.

The cost of this agreement will be paid from the MFT account (#20300300-72510). Stakeholders can locate this in the FY 2018 Adopted Budget Book titled "Adopted Other Funds Budget" on page 10.

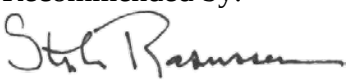
COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:	Luke Thoele, PE, Civil Engineer II
Reviewed by:	Jim Karch, PE CFM, Director of Public Works
Financial & budgetary review by:	Scott Rathbun, Sr. Budget Manager
Legal review by:	Aaron D. Evans, Sorling Northrup

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 2B LETTER & AGREEMENT Easement Agreement – Marcfirst 20180409
- 2C MAP Easement Agreement – Marcfirst 20180409

www.cityblm.org

Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

October 2, 2017

MARC Foundation
1606 Hunt Drive
Normal, IL 61761

Re: Fox Creek Road and Bridge Improvements
Parcel No. 21-18-180-031

Dear Landowner:

The City of Bloomington is planning improvements for Fox Creek Road in the area from Danbury Drive to Beich Road that affect your property. Planned improvements in this area include replacement of the Fox Creek Road bridge, new curb and gutter, extension of sidewalks, additional turn lanes, and additional traffic signals. A portion of your property is required for the completion of these improvements consisting of:

- 0.073 acres of land as a temporary construction easement.

As compensation for this acquisition, you would be paid $517.00, subject to final approval. You are being provided with the following documents for your consideration:

- Temporary Easement Agreement
- Right of Way Plat
- Basis for computing compensation

The City will be contacting you to discuss the acquisition. Please take time to review the enclosed documents in order to expedite the completion of the project and minimize any disturbance.

Luke Thoele is available to discuss the proposed improvements and any questions you may have about the acquisition. Please note that the City cannot provide specific legal advice or specific legal referrals. You may reach Luke Thoele at 309-434-2437 or via email at lthoele@cityblm.org.

Sincerely,

Luke Thoele

Luke Thoele, P.E.
Civil Engineer II

44F2371 9/29/2017

Prepared by / Return to:

Sorling Northrup
Jeffrey R. Jurgens and
Aaron D. Evans, of Counsel
1 North Old State Capitol Plaza
Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this "**Agreement**") is made as of December 6th, 2017, by and between MARCFIRST, an Illinois Not-For-Profit corporation (the "**Grantor**"), and the City of Bloomington, Illinois, a Municipal Corporation (the "**City**").

RECITALS

A. Grantor owns certain real property lying adjacent to Fox Creek Road, Bloomington, Illinois, and more particularly described in Appendix A attached hereto (the "**Property**").

B. The City proposes to widen Fox Creek Road and construct certain improvements to the public right-of-way and its appurtenances (collectively, the "**Improvements**").

C. In order to facilitate the Improvements, Grantor agrees to grant to the City certain temporary easements over the Property.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

1. Grant of Temporary Easement. Grantor hereby grants and conveys unto the City a temporary easement in, on, over, under, through and across the property legally described in Appendix B attached hereto (the "**Temporary Easement Premises**") for the uses and purposes described herein.

2. Scope of Temporary Easement. The City and the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City, shall have the right, privilege, and easement to use and occupy the Temporary Easement

Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, staging, sloping, grading, clearing, grubbing, excavating, and storage of equipment, materials, and excavated earth. The City has the right to alter the slope or grade of the Temporary Easement Premises and the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, within the Temporary Easement Premises to the extent, in the sole judgment of the City, necessary to prevent interference with the efficient, safe or convenient construction of the Improvements.

3. **Term of Temporary Easement.** The City's rights in and to the Temporary Easement Premises shall expire upon completion of the construction and installation of the Improvements, restoration of the Property, and final inspection. In any event, the term of the grant of the Temporary Easement Premises shall not exceed a period of five (5) years from the date of this Agreement.

4. **Consideration.** The City agrees to pay to Grantor the sum of $517.00 as consideration for this Agreement. Said sum includes the market value of the Temporary Easement Premises conveyed by Grantor and any and all damage to the Property related to the construction of the Improvements.

5. **Restoration of Property.** Upon the initial construction and installation of the Improvements, the City shall:

(a) remove from the Temporary Easement Premises all debris, surplus material, and construction equipment;

(b) blend grades and elevations of land and driveways and restore the surface of the Temporary Easement Premises to smooth contours; and

(c) restore Grantor's fences, driveways, and permanent structures disturbed by the City's use of the Temporary Easement Premises to a reasonable approximation of the condition that existed prior to such use.

6. **Authority and Warranty of Title.** Each party executing this Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to grant the Temporary Easement Premises to the City.

7. **Indemnity.** The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

8. **Cooperation.** Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Agreement, re-grant the Temporary Easement Premises, carry out the transactions contemplated by this Agreement, or as may be necessary or desired for recording purposes.

9. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property.

10. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

11. **Effect of Invalidity.** In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement.

12. **Entire Agreement.** This Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

13. **Right of Homestead.** Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

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

MARCFIRST,
an Illinois Not-For-Profit Corporation

By: _____

Attest:

_____

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Laura Furlong and Jolene Oakes of MARCFIRST, an Illinois Not-For-Profit Corporation, personally known to me to be the CEO and VP of finance, respectively, of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Laura Furlong and Jolene Oakes, they signed, sealed, and delivered the foregoing instrument and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, pursuant to authority of its Board of Directors, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of December, 2017.

_____
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
ELENA MAE KUNTZ
"OFFICIAL SEAL"
My Commission Expires
December 28, 2020

CITY OF BLOOMINGTON,
a Municipal Corporation

By:_____

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that _____, as _____ of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this _____ day of _____, 2017.

_____
Notary Public

Exempt under provisions of Paragraph (b) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45.

Dated: _____

_____
Buyer, Seller or Representative

APPENDIX A

Description of Property

Lot 1 in the Re-Subdivision of Lots 1, 2, 6, 8, 9 and Outlot 54 of the Second Addition to Fox Hollow Subdivision, according to the Plat thereof recorded on March 16, 2007 as Document No. 2007-6836, in McLEAN COUNTY, ILLINOIS.

Common Address: 2607 Fox Creek Road, Bloomington, Illinois

Parcel Identification No.: 21-18-180-031

APPENDIX B

Description of Temporary Easement

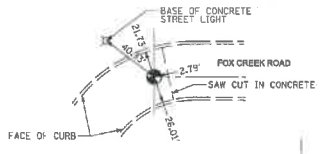
That of Lot 1 in the Resubdivision of Lots 1, 2, 6, 8, 9, and Outlot 54 in the Second Addition to Fox Hollow Subdivision, recorded October 4, 2006 as document number 2007-00006836, located in the Northwest Quarter of Section 18, Township 23 North, Range 2, East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998419229, described as follows:

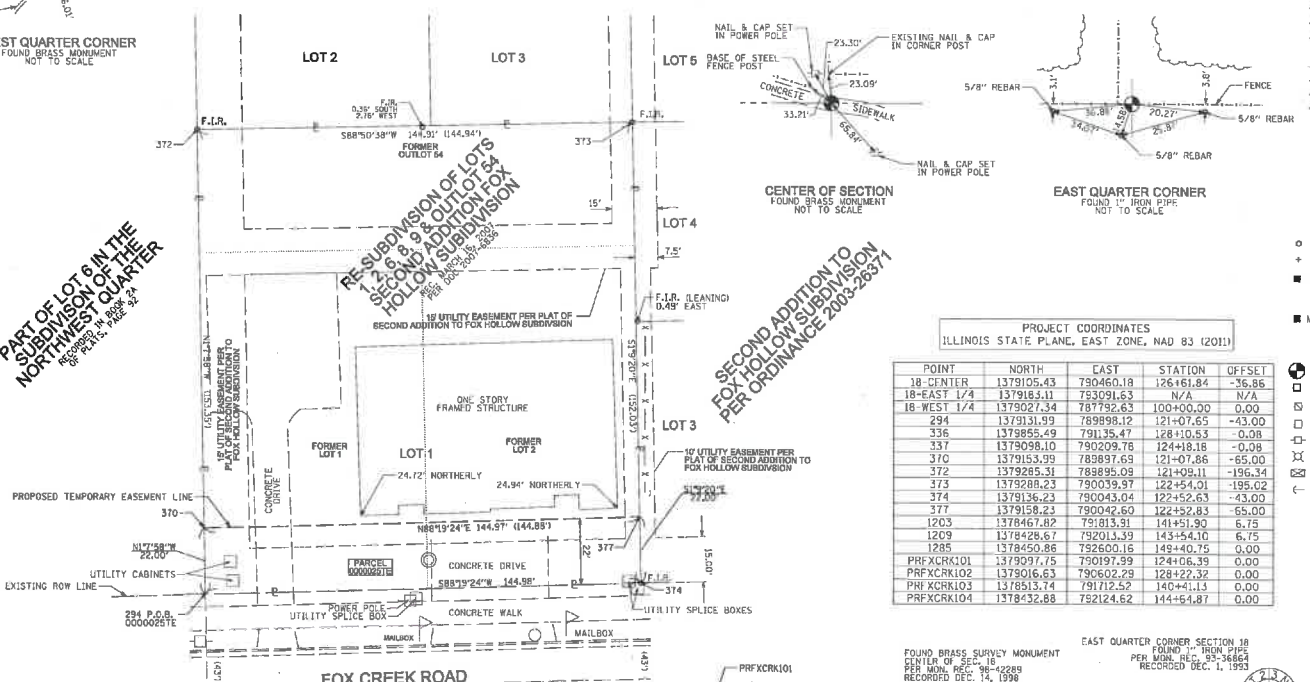
Beginning at the Southwest corner of said Lot 1; thence North 1 degree 7 minutes 58 seconds West, 22.00 feet along the west line of said Lot 1; thence North 88 degrees 19 minutes 24 seconds East, 144.97 feet along a line parallel with the north line of Fox Creek Road to the east line of said Lot 1; thence South 1 degree 9 minutes 20 seconds East, 22.00 feet along said east line of Lot 1 to said north line of Fox Creek Road; thence South 88 degrees 19 minutes 24 seconds West, 144.98 feet along said north line back to the Point of Beginning.

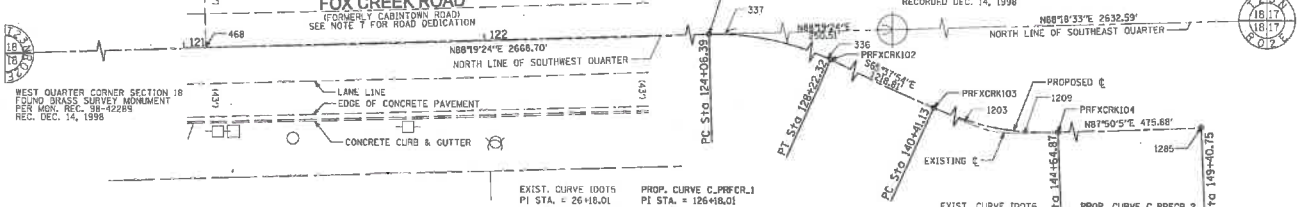
Said part contains 0.073 acre (3,190 square feet), more or less.

PART OF THE NW 1/4 OF SECTION 18, TWP. 23 N., R. 2 E. OF THE 3RD. P.M., IN MCLEAN COUNTY, ILLINOIS.

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT AREA SQUARE FEET	PARCEL INDEX NUMBER	OWNER	ACQUIRED BY
0000025TE	0.508	0.000	0.000	0.508	0.073	3190	12-18-180-031	MARC CENTER	







PROJECT COORDINATES ILLINOIS STATE PLANE, EAST ZONE, NAD 83 (2011)				
POINT	NORTH	EAST	STATION	OFFSET
18-CENTER	1379105.43	790460.18	126+61.84	-36.86
18-EAST 1/4	1379183.11	793091.63	N/A	N/A
18-WEST 1/4	1379027.34	787792.63	100+00.00	0.00
294	1379131.99	789898.12	121+07.65	-43.00
336	1379855.49	791135.47	128+10.53	-0.08
337	1379098.10	790209.76	124+18.18	-0.08
370	1379153.99	789897.69	121+07.86	-65.00
372	1379265.31	788895.08	121+09.11	-196.34
373	1379288.23	790039.97	122+54.01	-195.02
374	1379136.23	790043.04	122+52.63	-43.00
377	1379158.23	790042.60	122+52.83	-65.00
1203	1378467.82	791813.31	141+51.90	6.75
1209	1378428.67	792013.39	143+54.10	6.75
1285	1378450.86	792600.16	149+40.75	0.00
PRFXCRK101	1379097.75	790197.99	124+06.39	0.00
PRFXCRK102	1379016.63	790602.29	128+22.32	0.00
PRFXCRK103	1378513.74	791712.52	140+41.13	0.00
PRFXCRK104	1378432.88	792124.62	144+64.87	0.00

EXIST. CURVE (DOTS
PI STA. = 26+18.01
Δ = 26° 02' 42" (RT)
D = 6° 37' 53"
R = 864.00'
T = 199.83'
L = 392.75'
E = 22.81'
P.C. STA. = 24+18.18
P.T. STA. = 28+10.93

PROP. CURVE C_PRFCR_1
PI STA. = 126+18.01
Δ = 26° 02' 42" (RT)
D = 6° 15' 43"
R = 915.00'
T = 211.62'
L = 415.93'
E = 24.15'
P.C. STA. = 124+06.39
P.T. STA. = 128+22.32

EXIST. CURVE (DOTS
PI STA. = 42+57.28
Δ = 26° 32' 01" (LT)
D = 12° 56' 10"
R = 442.91'
T = 104.43'
L = 205.11'
E = 12.14'
P.C. STA. = 41+52.85
P.T. STA. = 43+57.96

PROP. CURVE C_PRFCR_2
PI STA. = 142+56.87
Δ = 26° 32' 01" (LT)
D = 6° 15' 43"
R = 915.00'
T = 215.74'
L = 423.73'
E = 25.09'
P.C. STA. = 140+41.13
P.T. STA. = 144+64.87

NOTES:
1. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
2. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011) ADJUSTMENT) "GRID".
3. ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.9998475229
4. AREAS SHOWN ON THIS PLAT ARE "GROUND".
5. THIS SURVEY REFERENCES THE "BLOOM MAINT YD" N.G.S. MONUMENT, P.I.D. DF4353
6. SUBJECT TO EASEMENTS, IF ANY, AS PER THE FOLLOWING DOCUMENT NUMBERS: 94-21445, 98-41459, 99-36683, 98-41735, 2000-26244, 99-36683, AND 2000-29593.
7. ROAD RIGHT OF WAY AS MONUMENTED AND OCCUPIED.

BENESCH JOB NO: 10388.00

LEGEND

SECTION CORNER
QUARTER SECTION CORNER
SECTION / QUARTER SECTION LINE
PLATTED LOT LINES
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
EXISTING CENTERLINE
PROPOSED CENTERLINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
EXISTING ACCESS CONTROL LINE
PROPOSED ACCESS CONTROL LINE
MEASURED DIMENSION
COMPUTED DIMENSION
RECORDED DIMENSION
EXISTING BUILDING

GRAPHIC SCALE FEET
SCALE: 1"= 20'

BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

- IRON PIPE OR ROD FOUND
- "MAG" NAIL SET
- CUT CROSS FOUND OR SET
- 5 / 8" REBAR SET
- STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS, BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET
- HANDHOLE
- FIRE HYDRANT
- SPLICE BOX
- WATER VALVE
- POWER POLE
- MANHOLE
- LIGHT POLE
- GUARD POST
- CONTROL BOX
- SIGN
- GUY WIRE
- CURB INLET

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, DOUGLAS G. MASSEY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON IN SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE CITY OF BLOOMINGTON, STATE OF ILLINOIS.

DOUGLAS G. MASSEY 035-003685 ILLINOIS PROFESSIONAL LAND SURVEYOR

DATED AT CHICAGO, ILLINOIS THIS 03 DAY OF MAY 20 17 A.D.

Douglas G. Massey

ILLINOIS PROFESSIONAL LAND SURVEYOR 035-003685
LICENSE EXPIRATION DATE: NOVEMBER 30, 2018
FIELD WORK COMPLETED: 2/17/2015
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

benesch engineers · architects · planners
Alfred Benesch & Company, 205 North Michigan Avenue, Suite 2600, Chicago, Illinois 60601, 312.565.0450, Design Firm License # 184.000882

Bloomington ILLINOIS

DEPT. USE ONLY

PARCEL PLAT

CITY OF BLOOMINGTON

FOX CREEK ROAD

LIMITS: MONICA LANE TO INTERSTATE 55 COUNTY: MCLEAN
SECTION: UNKNOWN JOB NO.:
STA. 121+07.65 TO STA. 122+52.83
SCALE: 1"=20' SHEET 1 OF 1 SHEETS

DEPARTMENT OF PUBLIC WORKS
401 WEST WASHINGTON STREET
BLOOMINGTON, IL 61701

BASIS FOR COMPUTING COMPENSATION

ROUTE:	Fox Creek Road
SECTION:	
COUNTY:	McLean Co.
JOB NUMBER:	
PARCEL:	0000025TE
STATION:	121+07.65 to 122+52.83
OWNER:	MARC Center
INDEX:	21-18-180-031

1. Existing Property:

   Total Area: 0.508 acres
   Estimated Fair Market Value (Land Only): $71,900.00

2. Property to be Acquired:

   Temporary Easement: 0.073 acres

3. Compensation for Acquisition:

Temporary Easement:	$517.00
Damage to Remaining Property (if any):	_____
TOTAL COMPENSATION*:	$517.00

*The minimum total compensation is $300

Easements and Right of Way for Fox Creek Road Improvements

LEGEND

- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED TEMPORARY EASEMENT
- PROPOSED PERMANENT EASEMENT

N

GRAPHIC SCALE FEET
0 100
SCALE: 1"= 100'

Parcel Location: 2607 & 2609 Fox Creek Road

SAVANNA ROAD
FOX CREEK ROAD
DANBURY ROAD
UNION PACIFIC RAILROAD
BEICH ROAD

PARCEL 0000024TE
PARCEL 0000025TE
PARCEL 0000027TE
PARCEL 0000027
PARCEL 0000018TE
PARCEL 0000013TEB
PARCEL 0000013TEA
PARCEL 0000013
PARCEL 0000012TE
PARCEL 0000012
PARCEL 0000014
PARCEL 0000014TE
PARCEL 0000007
PARCEL 0000007TE
PARCEL 0000006TE
PARCEL 0000004A
PARCEL 0000004B
PARCEL 0000004TE
PARCEL 0000003A
PARCEL 0000006
PARCEL 0000005TE
PARCEL 0000005
PARCEL 0000003TEA
PARCEL 0000003TEC
PARCEL 0000003B
PARCEL 0000003TEB
PARCEL 0000001TE
PARCEL 0000028PE
PARCEL 0000002TE

220+00 120+00
225+00
600+00
230+00 130+00
235+00 135+00
400+00 500+00
5+00
240+00 140+00
245+00 145+00
310+00
305+00

BENESCH JOB NO: 10388.00

benesch engineers · scientists · planners
Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, Illinois 60601
312-565-0450
Design Firm License # 184.000882

PARCEL EXHIBIT

CITY OF BLOOMINGON

FOX CREEK ROAD

LIMITS: MONICA LANE TO INTERSTATE 55 COUNTY: MCLEAN
SCALE: 1"=100'

PLANNING DEPARTMENT
401 WEST WASHINGTON STREET
BLOOMINGTON, IL 61701

Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Temporary Easement Agreement between Jeffrey and Vicki McCain and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department.

RECOMMENDATION/MOTION: The attached Temporary Easement Agreement with Jeffrey McCain and Vicki McCain be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade the City infrastructure and facilities

STRATEGIC PLAN SIGNIFICANCE: Objective 2a, Better quality roads and sidewalk

BACKGROUND: This temporary easement from Jeffrey and Vicki McCain is needed for the construction of the Fox Creek Road project from Danbury Drive to Beich Road which is scheduled for ground breaking in early 2019. The details and location of the agreement can be found in the attached offer letter, agreement, and location map. There are approximately 15 other parcels from which staff is working to acquire easements and/or right-of-way in order to complete this project.

Project Need

The existing bridge at Fox Creek Road was built in 1981, is too narrow to accommodate the projected volume of vehicle traffic, and does not safely accommodate pedestrians or bicyclists. Fox Creek Road is an important east-west collector roadway linking existing and emerging residential areas in the south and western areas of the City with the central section. It is one of only three routes that cross US-51/I-55/I-74. The Union Pacific Railroad that services both Amtrak passenger and freight cars is located underneath the bridge.

Project Design Schedule

The City of Bloomington began planning the reconstruction of the Fox Creek Bridge and the adjacent roads in 2014. In April 2017 the City filed a petition with the Illinois Commerce Commission (ICC) because as of May 2016 Union Pacific (UP) has changed its design standards, and the proposed 1 span bridge no longer conforms to UP standards. UP expected the City to build to their new standards which would require the bridge to span 3 tracks and 2 access roads for their service vehicles. This petition is still outstanding and has delayed the project. We expect the hearing to be held within the next 2 months. After the ICC makes their ruling, it will take approximately 9 months to finish the design and be ready to bid the project. Construction is scheduled to begin early in 2019 and is expected to be completed in 2020.

Project Cost

The total projected cost of the project is about $6.2 million, and 60 percent of qualified bridge replacement costs are eligible for reimbursement from the ICC's Grade Crossing Protection Funds (GCPF). The City will be using Motor Fuel Tax to pay for the remaining 40 percent of the cost of the bridge and for the cost of the roadway leading to the bridge. The bridge that would comply with the 2016 Union Pacific design standards is estimated to cost an additional $800,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Jeffrey and Vicki McCain

FINANCIAL IMPACT: The City will pay $300 as consideration for this agreement. The fair market value of this easement is estimated to be less than this amount. However, staff chose to follow IDOT's policy of a $300 minimum for an easement agreement.

The cost of this agreement will be paid from the MFT account (#20300300-72510). Stakeholders can locate this in the FY 2018 Adopted Budget Book titled "Adopted Other Funds Budget" on page 10.

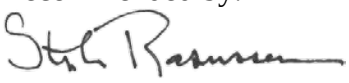
COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:	Luke Thoele, PE, Civil Engineer II
Reviewed by:	Jim Karch, PE CFM, Director of Public Works
Financial & budgetary review by:	Scott Rathbun, Sr. Budget Manager
Legal review by:	Aaron D. Evans, Sorling Northrup

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 3B LETTER & AGREEMENT Easement Agreement – McCain 20180409
- 3C MAP Easement Agreement – McCain 20180409

www.cityblm.org

Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

October 2, 2017

Mr. and Mrs. Jeffrey K. McCain
2611 Fox Creek Road
Bloomington, IL 61705

Re: Fox Creek Road and Bridge Improvements
Parcel No. 21-18-300-011

Dear Landowner:

The City of Bloomington is planning improvements for Fox Creek Road in the area from Danbury Drive to Beich Road that affect your property. Planned improvements in this area include replacement of the Fox Creek Road bridge, new curb and gutter, extension of sidewalks, additional turn lanes, and additional traffic signals. A portion of your property is required for the completion of these improvements consisting of:

- 0.063 acres of land as a temporary construction easement.

As compensation for this acquisition, you would be paid $300.00, subject to final approval. You are being provided with the following documents for your consideration:

- Temporary Easement Agreement
- Right of Way Plat
- Basis for computing compensation

The City will be contacting you to discuss the acquisition. Please take time to review the enclosed documents in order to expedite the completion of the project and minimize any disturbance.

Luke Thoele is available to discuss the proposed improvements and any questions you may have about the acquisition. Please note that the City cannot provide specific legal advice or specific legal referrals. You may reach Luke Thoele at 309-434-2437 or via email at lthoele@cityblm.org.

Sincerely,

Luke Thoele

Luke Thoele, P.E.
Civil Engineer II

44F2352 9/29/2017

Prepared by / Return to:

Sorling Northrup
Jeffrey R. Jurgens and
Aaron D. Evans, of Counsel
1 North Old State Capitol Plaza
Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this "**Agreement**") is made as of _____, 2017, by and between Jeffrey K. McCain and Vicki L. McCain, husband and wife (collectively, the "**Grantor**"), and the City of Bloomington, Illinois, a Municipal Corporation (the "**City**").

RECITALS

A. Grantor owns certain real property lying adjacent to Fox Creek Road, Bloomington, Illinois, and more particularly described in Appendix A attached hereto (the "**Property**").

B. The City proposes to widen Fox Creek Road and construct certain improvements to the public right-of-way and its appurtenances (collectively, the "**Improvements**").

C. In order to facilitate the Improvements, Grantor agrees to grant to the City certain temporary easements over the Property.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

1. Grant of Temporary Easement. Grantor hereby grants and conveys unto the City a temporary easement in, on, over, under, through and across the property legally described in Appendix B attached hereto (the "**Temporary Easement Premises**") for the uses and purposes described herein.

2. Scope of Temporary Easement. The City and the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City, shall have the right, privilege, and easement to use and occupy the Temporary Easement

Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, staging, sloping, grading, clearing, grubbing, excavating, and storage of equipment, materials, and excavated earth. The City has the right to alter the slope or grade of the Temporary Easement Premises and the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, within the Temporary Easement Premises to the extent, in the sole judgment of the City, necessary to prevent interference with the efficient, safe or convenient construction of the Improvements.

3. Term of Temporary Easement. The City's rights in and to the Temporary Easement Premises shall expire upon completion of the construction and installation of the Improvements, restoration of the Property, and final inspection. In any event, the term of the grant of the Temporary Easement Premises shall not exceed a period of five (5) years from the date of this Agreement.

4. Consideration. The City agrees to pay to Grantor the sum of $300.00 as consideration for this Agreement. Said sum includes the market value of the Temporary Easement Premises conveyed by Grantor and any and all damage to the Property related to the construction of the Improvements.

5. Restoration of Property. Upon the initial construction and installation of the Improvements, the City shall:

(a) remove from the Temporary Easement Premises all debris, surplus material, and construction equipment;

(b) blend grades and elevations of land and driveways and restore the surface of the Temporary Easement Premises to smooth contours; and

(c) restore Grantor's fences, driveways, and permanent structures disturbed by the City's use of the Temporary Easement Premises to a reasonable approximation of the condition that existed prior to such use.

6. Authority and Warranty of Title. Each party executing this Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to grant the Temporary Easement Premises to the City.

7. Indemnity. The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

8. Cooperation. Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Agreement, re-grant the Temporary Easement Premises, carry out the transactions contemplated by this Agreement, or as may be necessary or desired for recording purposes.

9. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

11. Effect of Invalidity. In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement.

12. Entire Agreement. This Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

13. Right of Homestead. Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

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

Jeffrey K. McCain

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that JEFFREY K. MCCAIN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein stated, including the release and waiver of the right of homestead.

Given under my hand and seal, this _____ day of _____, 2017.

_____
Notary Public

Vicki L. McCain

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that VICKI L. MCCAIN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act, for the uses and purposes therein stated, including the release and waiver of the right of homestead.

Given under my hand and seal, this _____ day of _____, 2017.

_____
Notary Public

CITY OF BLOOMINGTON,
a Municipal Corporation

By:_____

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that _____, as _____ of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this _____ day of _____, 2017.

_____
Notary Public

Exempt under provisions of Paragraph (b) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45.

Dated: _____

_____
Buyer, Seller or Representative

APPENDIX A

Description of Property

A part of Lot 6 in the Subdivision of the Northwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of Lot 6 in the Subdivision of the Northwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian; thence North along the West line of said Lot 6, 355 feet to a point; thence East parallel with the South line of said Lot 6, 125 feet to a point; thence South 355 feet parallel with the West side of said Lot 6 to a point on the South line of said Lot 6; thence West along the South line of said Lot 6 to the place of beginning, EXCEPTING the South 43 feet thereof, in McLEAN COUNTY, ILLINOIS.

Common Address: 2611 Fox Creek Road, Bloomington, Illinois

Parcel Identification No.: 21-18-100-012

APPENDIX B

Description of Temporary Easement

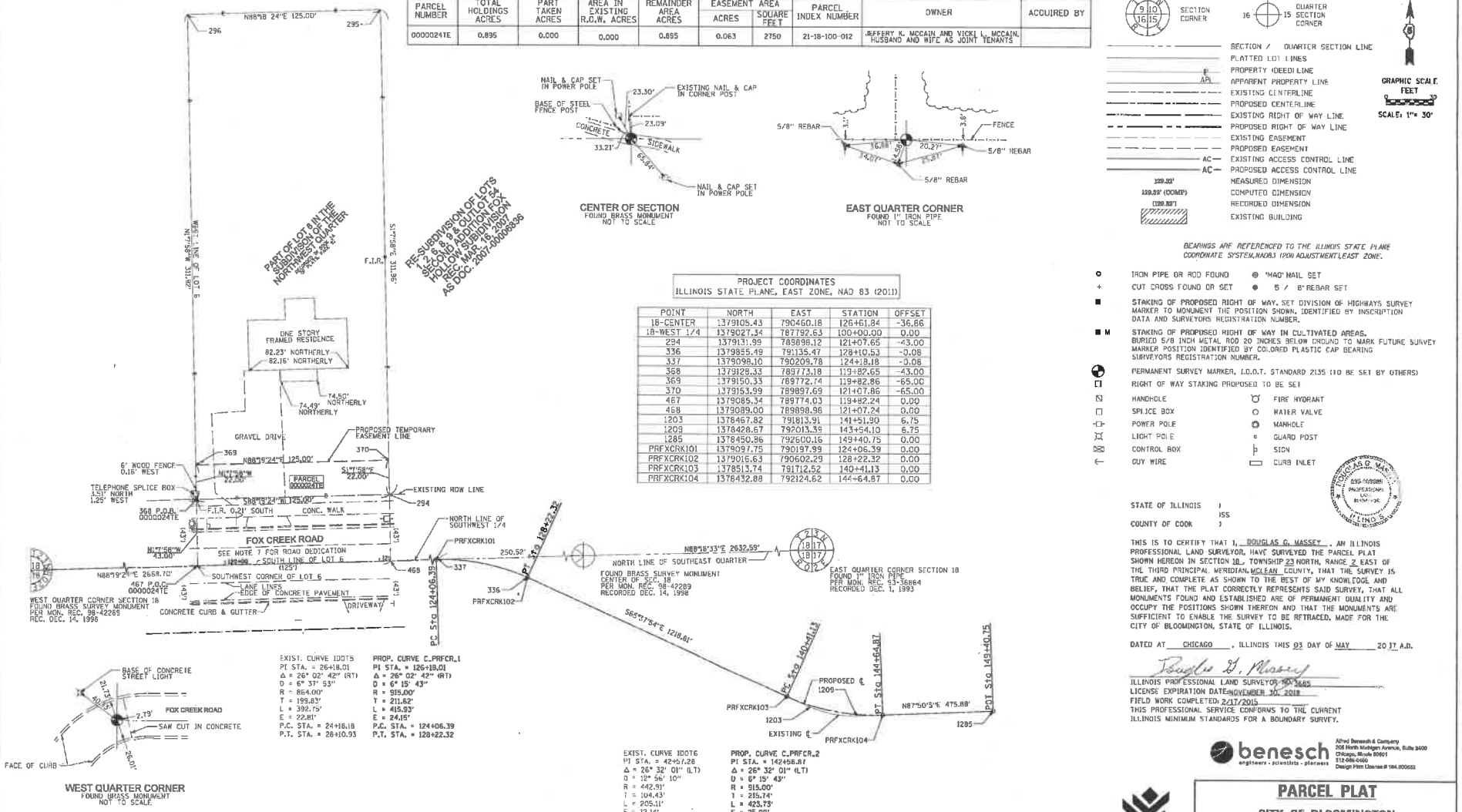
That part of Lot 6 in the Subdivision of the Northwest Quarter of Section 18, Township 23 North, Range 2, East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998419229, described as follows:

Commencing at the southwest corner of said Lot 6; thence North 1 degree 7 minutes 58 seconds West, 43.00 feet along the west line of said Lot 6 to the north right of way line of Fox Creek Road, being the Point of Beginning; thence North 1 degree 7 minutes 58 seconds West, 22.00 feet along said West Line; thence North 88 degrees 19 minutes 24 seconds East, 125.00 feet along a line parallel with the south line of said Lot 6; thence South 1 degree 7 minutes 58 seconds East, 22.00 feet along a line parallel with said west line of Lot 6; thence South 88 degrees 19 minutes 24 seconds West, 125.00 feet along a line parallel with said south line of Lot 6 back to the Point of Beginning.

Said part contains 0.063 acre (2,750 square feet), more or less.

PART OF THE NW 1/4 OF SECTION 18, TWP. 23 N., R. 2 E. OF THE 3RD. P.M., IN MCLEAN COUNTY, ILLINOIS.

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT AREA SQUARE FEET	PARCEL INDEX NUMBER	OWNER	ACQUIRED BY
0000024TE	0.895	0.000	0.000	0.895	0.063	2750	21-18-100-012	JEFFERY K. MCCAIN AND VICKI L. MCCAIN, HUSBAND AND WIFE AS JOINT TENANTS	



PROJECT COORDINATES
ILLINOIS STATE PLANE, EAST ZONE, NAD 83 (2011)

POINT	NORTH	EAST	STATION	OFFSET
18-CENTER	1379105.43	790460.18	126+61.84	-36.86
18-WEST 1/4	1379027.34	787792.63	100+00.00	0.00
294	1379131.99	789898.12	121+07.65	-43.00
336	1379855.49	791135.47	128+10.53	-0.08
337	1379098.10	790209.78	124+18.18	-0.08
368	1379128.33	789773.18	119+82.65	-43.00
369	1379150.33	789772.74	119+82.86	-65.00
370	1379153.99	789897.69	121+07.86	-65.00
467	1379085.34	789774.03	119+82.24	0.00
468	1379089.00	789898.98	121+07.24	0.00
1203	1378467.82	791813.91	141+51.90	6.75
1209	1378428.67	792013.39	143+54.10	6.75
1285	1378450.86	792600.16	149+40.75	0.00
PRFXCRK101	1379097.75	790197.99	124+06.39	0.00
PRFXCRK102	1379016.63	790602.29	128+22.32	0.00
PRFXCRK103	1378513.74	791712.52	140+41.13	0.00
PRFXCRK104	1378432.88	792124.62	144+64.87	0.00

EXIST. CURVE IDOT5
PI STA. = 26+18.01
Δ = 26° 02' 42" (RT)
D = 6° 37' 53"
R = 864.00'
T = 199.83'
L = 392.75'
E = 22.81'
P.C. STA. = 24+18.18
P.T. STA. = 28+10.93

PROP. CURVE C_PRFCR_1
PI STA. = 126+18.01
Δ = 26° 02' 42" (RT)
D = 6° 15' 43"
R = 915.00'
T = 211.62'
L = 415.93'
E = 24.15'
P.C. STA. = 124+06.39
P.T. STA. = 128+22.32

EXIST. CURVE IDOT6
PI STA. = 42+57.28
Δ = 26° 32' 01" (LT)
D = 12° 56' 10"
R = 442.91'
T = 104.43'
L = 205.11'
E = 12.14'
P.C. STA. = 41+52.85
P.T. STA. = 43+57.96

PROP. CURVE C_PRFCR_2
PI STA. = 142+56.87
Δ = 26° 32' 01" (LT)
D = 6° 15' 43"
R = 915.00'
T = 215.74'
L = 423.73'
E = 25.09'
P.C. STA. = 140+41.13
P.T. STA. = 144+64.87

NOTES:
1. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
2. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID".
3. ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.9998419229.
4. ALL STATION AND OFFSETS SHOWN HEREON ARE REFERENCED TO PROPOSED ALIGNMENT.
5. THIS SURVEY REFERENCES THE "BLOOM MAINT TO" M.O.S. MONUMENT, P.I.D. DF4353
6. SUBJECT TO EASEMENTS, IF ANY, AS PER THE FOLLOWING DOCUMENT NUMBERS: 2005-30175, 2010-30957, 2010-30958, 81-4215, 94-16131, AND 2006-23540.
7. ROAD RIGHT OF WAY ESTABLISHED AS MONUMENTED AND OCCUPIED.

BENESCH JOB NO: 10388.00

LEGEND

SECTION CORNER
QUARTER SECTION CORNER
GRAPHIC SCALE FEET
SCALE: 1"= 30'

- SECTION / QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APL — APPARENT PROPERTY LINE
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- AC — EXISTING ACCESS CONTROL LINE
- AC — PROPOSED ACCESS CONTROL LINE
- 129.33' — MEASURED DIMENSION
- 129.33' (COMP) — COMPUTED DIMENSION
- (129.33') — RECORDED DIMENSION
- EXISTING BUILDING

BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

- IRON PIPE OR ROD FOUND
- "MAG" NAIL SET
- CUT CROSS FOUND OR SET
- 5 / 8" REBAR SET
- STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- M — STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET
- HANDHOLE
- FIRE HYDRANT
- SPLICE BOX
- WATER VALVE
- POWER POLE
- MANHOLE
- LIGHT POLE
- GUARD POST
- CONTROL BOX
- SIGN
- GUY WIRE
- CURB INLET

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, DOUGLAS G. MASSEY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON IN SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE CITY OF BLOOMINGTON, STATE OF ILLINOIS.

DATED AT CHICAGO, ILLINOIS THIS 03 DAY OF MAY 20 17 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3445
LICENSE EXPIRATION DATE: NOVEMBER 30, 2018
FIELD WORK COMPLETED: 2/17/2015
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

benesch
engineers · scientists · planners
Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, Illinois 60601
312-565-0450
Design Firm License # 184.000652

Bloomington ILLINOIS
DEPT. USE ONLY

PARCEL PLAT

CITY OF BLOOMINGTON

FOX CREEK ROAD

LIMITS: MONICA LANE TO INTERSTATE 55 COUNTY: MCLEAN
SECTION: UNKNOWN JOB NO.:
STA. 119+82.65 TO STA. 121+07.86
SCALE: 1"=30' SHEET 1 OF 1 SHEETS

DEPARTMENT OF PUBLIC WORKS
401 WEST WASHINGTON STREET
BLOOMINGTON, IL 61701

BASIS FOR COMPUTING COMPENSATION

ROUTE:	Fox Creek Road
SECTION:	
COUNTY:	McLean Co.
JOB NUMBER:	
PARCEL:	0000024TE
STATION:	119+82.65 to 121+07.86
OWNER:	Jeffery K. McCain And Vicki L. McCain, Husband and Wife as Joint Tenants
INDEX:	21-18-100-012

1. Existing Property:

   Total Area: 0.895 acres
   Estimated Fair Market Value (Land Only): $58,500.00

2. Property to be Acquired:

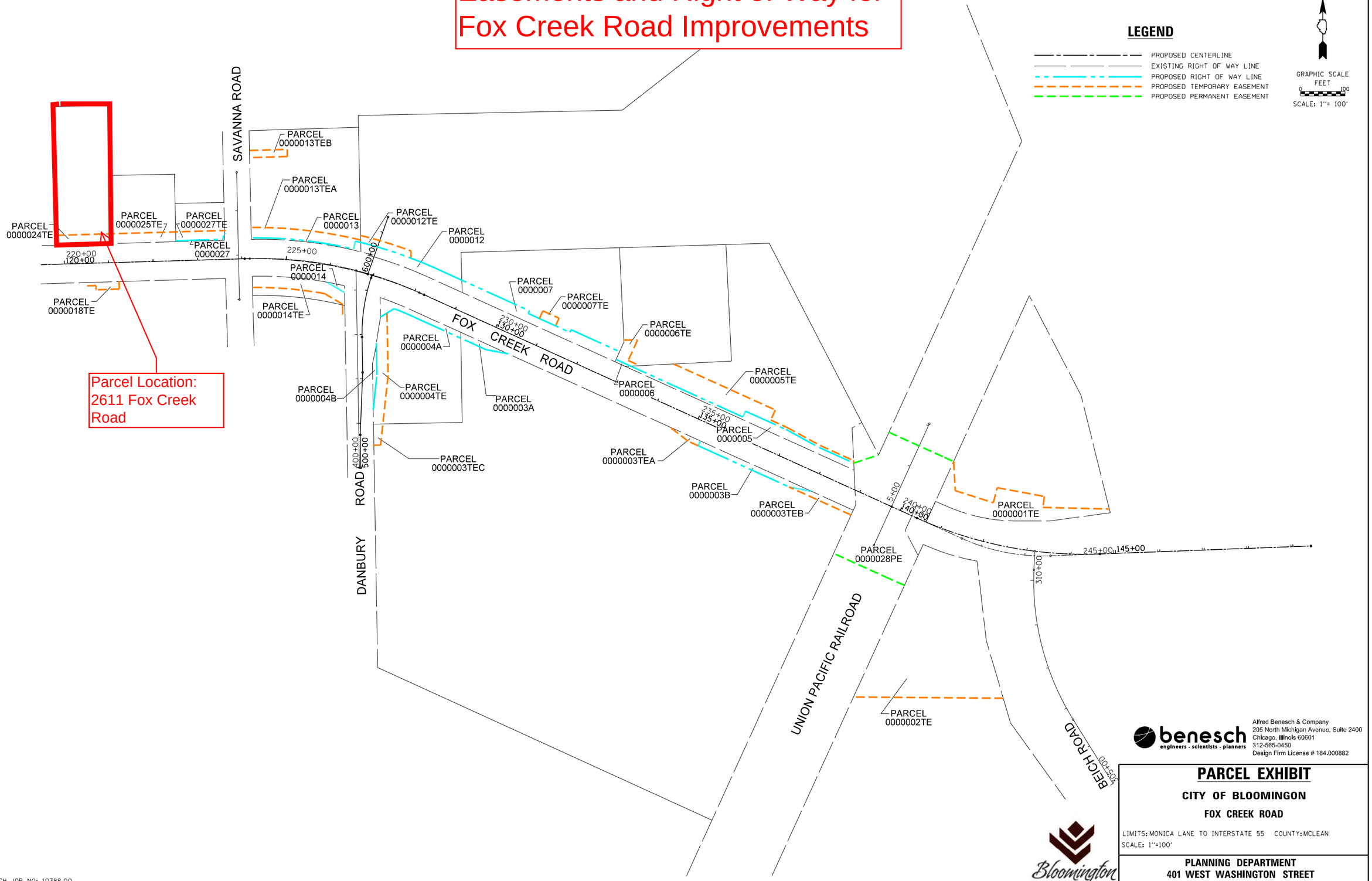
   Temporary Easement: 0.063 acres

3. Compensation for Acquisition:

Temporary Easement:	$206.00
Damage to Remaining Property (if any):	_____
TOTAL COMPENSATION*:	$300.00

*The minimum total compensation is $300

Easements and Right of Way for Fox Creek Road Improvements



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engineers · scientists · planners
Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, Illinois 60601
312-565-0450
Design Firm License # 184.000882

PARCEL EXHIBIT

CITY OF BLOOMINGON

FOX CREEK ROAD

LIMITS: MONICA LANE TO INTERSTATE 55 COUNTY: MCLEAN

SCALE: 1"=100'

PLANNING DEPARTMENT
401 WEST WASHINGTON STREET
BLOOMINGTON, IL 61701

Bloomington ILLINOIS

BENESCH JOB NO: 10388.00

CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Road Dedication Agreement between Stephen Snyder and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department.

RECOMMENDATION/MOTION: The attached Road Dedication Agreement with Stephen W. Snyder be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade the City infrastructure and facilities

STRATEGIC PLAN SIGNIFICANCE: Objective 2a, Better quality roads and sidewalk

BACKGROUND: This Road Dedication Agreement with Stephen Snyder includes new right-of-way and temporary easements which are needed for the construction of the Fox Creek Road project from Danbury Drive to Beich Road which is scheduled for ground breaking in early 2019. The new additional right-of-way will allow the improvement of the intersection of Fox Creek Road and Danbury Drive, which includes new traffic signals. The details of the agreement and location of the parcel in question can be found in the attached offer letter, agreement, and location map. There are approximately 15 other parcels from which staff is working to acquire easements and/or right-of-way in order to complete this project.

Project Need

The existing bridge at Fox Creek Road was built in 1981, is too narrow to accommodate the projected volume of vehicle traffic, and does not safely accommodate pedestrians or bicyclists. Fox Creek Road is an important east-west collector roadway linking existing and emerging residential areas in the south and western areas of the City with the central section. It is one of only three routes that cross US-51/I-55/I-74. The Union Pacific Railroad that services both Amtrak passenger and freight cars is located underneath the bridge.

Project Design Schedule

The City of Bloomington began planning the reconstruction of the Fox Creek Bridge and the adjacent roads in 2014. In April 2017 the City filed a petition with the Illinois Commerce Commission (ICC) because as of May 2016 Union Pacific (UP) has changed its design standards, and the proposed 1 span bridge no longer conforms to UP standards. UP expected the City to build to their new standards which would require the bridge to span 3 tracks and 2 access roads for their service vehicles. This petition is still outstanding and has delayed the project. We expect the hearing to be held within the next 2 months. After the ICC makes their ruling, it will take

approximately 9 months to finish the design and be ready to bid the project. Construction is scheduled to begin early in 2019 and is expected to be completed in 2020.

Project Cost

The total projected cost of the project is about $6.2 million, and 60 percent of qualified bridge replacement costs are eligible for reimbursement from the ICC's Grade Crossing Protection Funds (GCPF). The City will be using Motor Fuel Tax to pay for the remaining 40 percent of the cost of the bridge and for the cost of the roadway leading to the bridge. The bridge that would comply with the 2016 Union Pacific design standards is estimated to cost an additional $800,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Stephen Snyder

FINANCIAL IMPACT: The City will pay $12,535 as consideration for this agreement. This amount reflects the estimated fair market value of the right-of-way and easements granted to the City.

The cost of this agreement will be paid from the MFT account (#20300300-72510). Stakeholders can locate this in the FY 2018 Adopted Budget Book titled "Adopted Other Funds Budget" on page 10.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:	Luke Thoele, PE, Civil Engineer II
Reviewed by:	Jim Karch, PE CFM, Director of Public Works
Financial & budgetary review by:	Scott Rathbun, Sr. Budget Manager
Legal review by:	Aaron D. Evans, Sorling Northrup

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 4B LETTER & AGREEMENT Easement Agreement – Snyder 20180409
- 4C MAP Easement Agreement – Snyder 20180409

www.cityblm.org

Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

October 2, 2017

Chicago Title Land Trust
PBB-232
P. O. Box 1546
Bloomington, IL 61702

Re: Fox Creek Road and Bridge Improvements
Parcel No. 21-18-404-004

Dear Landowner:

The City of Bloomington is planning improvements for Fox Creek Road in the area from Danbury Drive to Beich Road that affect your property. Planned improvements in this area include replacement of the Fox Creek Road bridge, new curb and gutter, extension of sidewalks, additional turn lanes, and additional traffic signals. A portion of your property is required for the completion of these improvements consisting of:

- 0.085 acres of land as a permanent right of way.
- 0.132 acres of land as a temporary construction easement.

As compensation for this acquisition, you would be paid $12,535.00, subject to final approval. You are being provided with the following documents for your consideration:

- Road Dedication Agreement
- Right of Way Plat
- Basis for computing compensation

The City will be contacting you to discuss the acquisition. Please take time to review the enclosed documents in order to expedite the completion of the project and minimize any disturbance.

Luke Thoele is available to discuss the proposed improvements and any questions you may have about the acquisition. Please note that the City cannot provide specific legal advice or specific legal referrals. You may reach Luke Thoele at 309-434-2437 or via email at lthoele@cityblm.org.

Sincerely,

Luke Thoele

Luke Thoele, P.E.
Civil Engineer II

44F2488 9/29/2017

Prepared by / Return to:

Sorling Northrup
Jeffrey R. Jurgens and
Aaron D. Evans, of Counsel
1 North Old State Capitol Plaza
Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173

ROAD DEDICATION AGREEMENT

This Road Dedication Agreement (this "**Agreement**") is made as of the 16th day of January, 2018, by and between Stephen W. Snyder, as Successor Trustee under the provisions of a Trust Agreement dated the 25th of January, 1991 as Document No. 91-14640, known as McLean County Land Trust No. PBB-232 (the "**Grantor**"), and the City of Bloomington, Illinois, a Municipal Corporation (the "**City**").

RECITALS

A. Grantor owns certain real property lying adjacent to Fox Creek Road, Bloomington, Illinois, and more particularly described in Appendix A attached hereto (the "**Property**").

B. The City proposes to widen Fox Creek Road and construct certain improvements to the public right-of-way and its appurtenances (collectively, the "**Improvements**").

C. In order to facilitate the Improvements, Grantor agrees to dedicate to the City certain portions of the Property and grant to the City certain temporary easements over the Property.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

1. **Dedication of Right-of-Way.** Grantor hereby grants, conveys and dedicates unto the City the property legally described in Appendix B attached hereto and shown on the plat recorded as document number _____ in the office of the County Recorder of McClean County, Illinois (the "**Right-of-Way**"), to be used and held by the City for street, road, highway, right-of-way, drainage, and utility purposes, and the City hereby accepts the same.

2. **Grant of Temporary Easement.** Grantor hereby grants and conveys unto the City a temporary easement in, on, over, under, through and across the property legally described in Appendix C attached hereto (the "**Temporary Easement Premises**") for the uses and purposes described herein.

3. **Scope of Temporary Easement.** The City and the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City, shall have the right, privilege, and easement to use and occupy the Temporary Easement Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, staging, sloping, grading, clearing, grubbing, excavating, and storage of equipment, materials, and excavated earth. The City has the right to alter the slope or grade of the Temporary Easement Premises and the right to trim, cut down and/or eliminate trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, within the Temporary Easement Premises to the extent, in the sole judgment of the City, necessary to prevent interference with the efficient, safe or convenient construction of the Improvements.

4. **Term of Temporary Easement.** The City's rights in and to the Temporary Easement Premises shall expire upon completion of the construction and installation of the Improvements, restoration of the Property, and final inspection. In any event, the term of the grant of the Temporary Easement Premises shall not exceed a period of five (5) years from the date of this Agreement.

5. **Consideration.** The City agrees to pay to Grantor the sum of $12,535.00 as consideration for this Agreement. Said sum includes the market value of the Right-of-Way and Temporary Easement Premises conveyed by Grantor and any and all damage to the Property related to the construction of the Improvements.

6. **Restoration of Property.** Upon the initial construction and installation of the Improvements, the City shall:

(a) remove from the Temporary Easement Premises all debris, surplus material, and construction equipment;

(b) blend grades and elevations of land and driveways and restore the surface of the Temporary Easement Premises to smooth contours; and

(c) restore Grantor's fences, driveways, and permanent structures disturbed by the City's use of the Temporary Easement Premises to a reasonable approximation of the condition that existed prior to such use.

7. **Authority and Warranty of Title.** Each party executing this Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Right-of-Way and Temporary Easement Premises to the City.

8. Indemnity. The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

9. Cooperation. Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Agreement, re-grant the Right-of-Way and/or Temporary Easement Premises, carry out the transactions contemplated by this Agreement, or as may be necessary or desired for recording purposes.

10. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property.

11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

12. Effect of Invalidity. In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement.

13. Entire Agreement. This Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

14. Right of Homestead. Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

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

STEPHEN W. SNYDER, as Successor
Trustee of Land Trust No. PBB-232

STATE OF ILLINOIS)
) SS.
COUNTY OF McLean)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that STEPHEN W. SNYDER, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Successor Trustee of Land Trust No. PBB-232 appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Trust.

Given under my hand and notarial seal this 16th day of January, 2018.

Notary Public

OFFICIAL SEAL
JULIE L. BAIRD
Notary Public, State of Illinois
My Commission Expires 07/11/2019

CITY OF BLOOMINGTON,
a Municipal Corporation

By:_____

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that _____, as _____ of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this _____ day of _____, 20____.

_____
Notary Public

Exempt under provisions of Paragraph (b) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45.

Dated: _____

_____
Buyer, Seller or Representative

APPENDIX A

Description of Property

Lot 1 in Pepper Ridge Park Subdivision according to the Plat thereof recorded January 11, 1994 as Document No. 94-1132, in McLEAN COUNTY, ILLINOIS.

Common Address: 2502 Danbury Drive, Bloomington, Illinois

Parcel Identification No.: 21-18-404-004

APPENDIX B

Description of Right-of-Way

That part of Lot 1 in Pepper Ridge Park Subdivision as shown on the plat thereof as dedicated January 11, 1994 as Document 94-1132 in the Southeast Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998419229, described as follows:

Beginning at the northwest corner of Lot 1 in Pepper Ridge Park Subdivision as recorded Jan 11, 1994 as document 94-1132; thence southeasterly 75.99 feet along a curve to the right, having a radius of 821.00 feet, the chord of said curve bears South 68 degrees 17 minutes 0 seconds East, 75.96 feet along the north line of said Lot 1; thence South 65 degrees 37 minutes 54 seconds East, 121.84 feet along said north line of Lot 1 to the northeast corner of Lot 1; thence South 0 degrees 57 minutes 16 seconds East, 13.28 feet along said east line of said Lot 1; thence North 65 degrees 37 minutes 54 seconds West, 115.72 feet; thence northwesterly 48.64 feet along a curve to the left, having a radius of 860.00 feet, the chord of said curve bears North 67 degrees 15 minutes 6 seconds West, 48.63 feet; thence South 58 degrees 32 minutes 19 seconds West, 36.04 feet to the east right of way line of Danbury Road, thence North 1 degree 0 minutes 41 seconds West, 43.92 feet along said east line of Danbury Road to the Point of Beginning.

Said part contains 0.066 acres, more or less.

That part of Lot 1 in Pepper Ridge Park Subdivision as shown on the plat thereof as dedicated January 11, 1994 as Document 94-1132 in the Southeast Quarter of Section 18, Township 23, North Range 2, East of the Third Principal Meridian, in McLean County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998419229, described as follows:

Commencing at the northwest corner of Lot 1 in Pepper Ridge Park Subdivision, recorded January 11, 1994 as Document 94-1132; thence South 1 degrees 0 minutes 41 seconds East, 43.92 feet along the west line of said Lot 1; thence South 8 degrees 55 minutes 42 seconds West, 59.42 feet along said west line to the Point of Beginning; thence South 0 degrees 59 minutes 32 seconds East, 71.66 feet; thence South 6 degrees 4 minutes 57 seconds West, 79.11 feet to said west line of Lot 1; thence North 0 degrees 59 minutes 51 seconds West, 103.70 feet along said west line; thence North 12 degrees 29 minutes 54 seconds East, 25.71 feet along said west line; thence North 8 degrees 55 minutes 42 seconds East, 21.80 feet along said west line to the Point of Beginning.

Said part contains 0.019 acres, more or less.

APPENDIX C

Description of Temporary Easement

That part of Lot 1 in Pepper Ridge Park Subdivision as shown on the plat thereof as dedicated January 11, 1994 as Document 94-1132 in the Southeast Quarter of Section 18, Township 23, North Range 2, East of the Third Principal Meridian, in McLean County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998419229, described as follows:

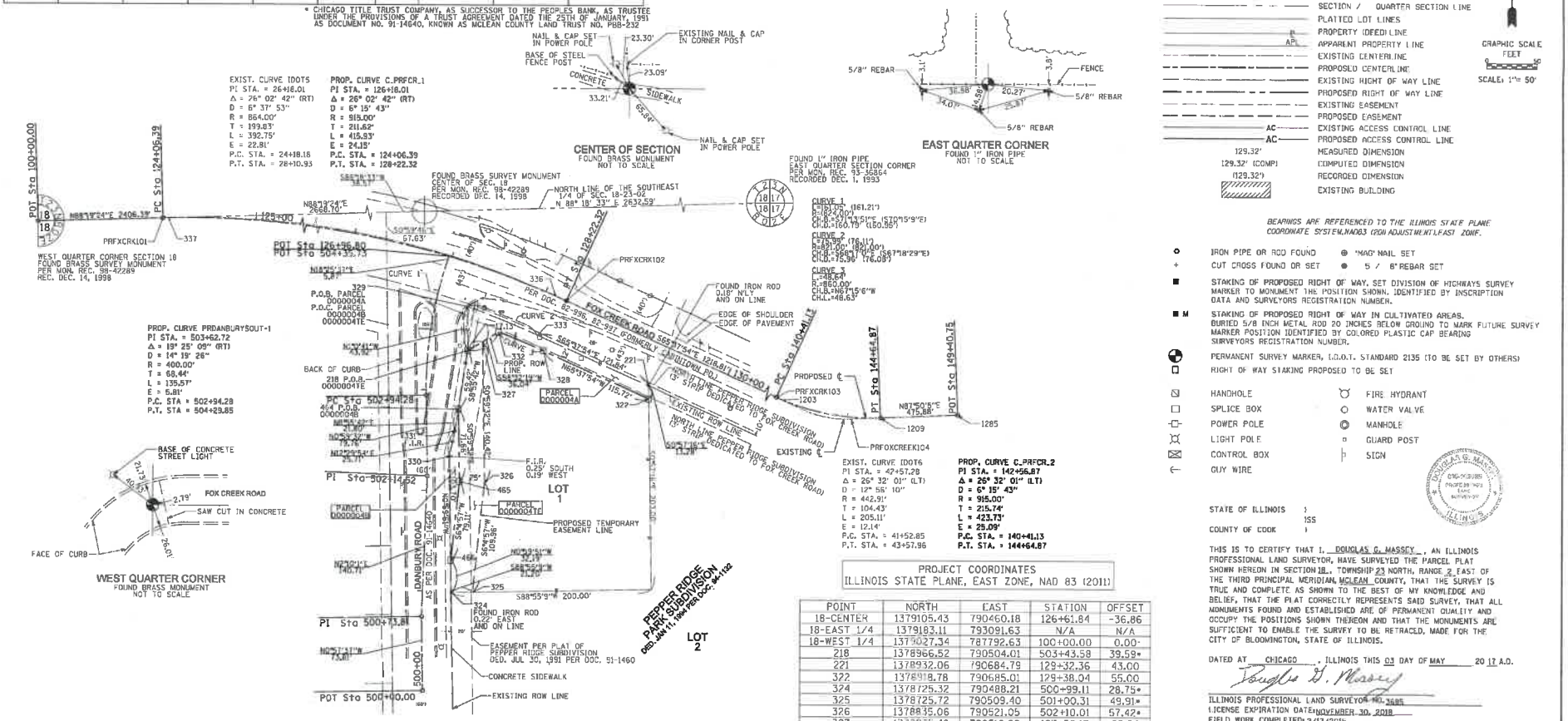
Commencing at the northwest corner of Lot 1 in Pepper Ridge Park Subdivision recorded Jan 11, 1994 as document 94-1132; thence South 1 degree 0 minutes 41 seconds East, 43.92 feet along the east line of Danbury Road, to the Point of Beginning; thence North 58 degrees 32 minutes 19 seconds East, 17.13 feet; thence South 0 degrees 59 minutes 32 seconds East, 140.42 feet; thence South 6 degrees 4 minutes 57 seconds West, 109.96 feet to the south line of said Lot 1; thence South 88 degrees 55 minutes 9 seconds West, 21.20 feet along said south line to the east line of Danbury Road; thence North 0 degrees 59 minutes 51 seconds West, 32.19 feet along said east line of Danbury Road; thence North 6 degrees 4 minutes 57 seconds East, 79.11 feet; thence North 0 degrees 59 minutes 32 seconds West, 71.66 feet to said east line of Danbury Road; thence North 8 degrees 55 seconds 42 seconds East, 59.42 feet along said east line to the Point of Beginning.

Said part contains 0.132 acres (5,743 square feet), more or less.

PART OF THE SE 1/4 OF SECTION 18, TWP. 23 N., R. 2 E. OF THE 3RD. P.M., IN MCLEAN COUNTY, ILLINOIS.

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT AREA SQUARE FEET	PARCEL INDEX NUMBER	OWNER	ACQUIRED BY
0000004A 0000004B 0000004TE	1.099	0.066 0.019	0.000	1.014	0.132	5743	21-18-404-004	* (SEE BELOW)	

* CHICAGO TITLE TRUST COMPANY, AS SUCCESSOR TO THE PEOPLES BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 25TH OF JANUARY, 1991 AS DOCUMENT NO. 91-14640, KNOWN AS MCLEAN COUNTY LAND TRUST NO. P88-232



PROJECT COORDINATES
ILLINOIS STATE PLANE, EAST ZONE, NAD 83 (2011)

POINT	NORTH	EAST	STATION	OFFSET
18-CENTER	1379105.43	790460.18	126+61.84	-36.86
18-EAST 1/4	1379183.11	793091.63	N/A	N/A
18-WEST 1/4	1379027.34	787792.63	100+00.00	0.00
218	1378966.52	790504.01	503+43.58	39.59*
221	1378932.06	790684.79	129+32.36	43.00
322	1378918.78	790685.01	129+38.04	55.00
324	1378725.32	790488.21	500+99.11	28.75*
325	1378725.72	790509.40	501+00.31	49.91*
326	1378835.06	790521.05	502+10.01	57.42*
327	1378975.46	790518.62	127+58.13	69.94
328	1378966.53	790579.60	128+22.32	55.00
329	1379010.43	790503.23	127+30.26	42.10
330	1378861.18	790485.84	502+33.58	22.33*
331	1378886.29	790491.40	502+58.58	28.33*
332	1378985.33	790534.75	127+70.57	55.00
333	1378982.32	790573.81	128+09.94	42.92
336	1379021.49	790591.55	128+10.53	-0.08
337	1379098.10	790209.78	124+18.18	-0.08
464	1378907.82	790494.79	502+80.06	32.08*
465	1378836.17	790496.03	502+10.17	32.37*
466	1378757.50	790487.65	501+31.25	26.97*
1203	1378467.82	791813.91	141+51.90	6.75
1209	1378428.67	792013.39	143+54.10	6.75
1285	1378450.86	792600.16	149+40.75	0.00
PRFXCRK101	1379097.75	790197.99	124+06.39	0.00
PRFXCRK102	1379016.63	790602.29	128+22.32	0.00
PRFXCRK103	1378513.74	791712.52	140+41.13	0.00
PRFXCRK104	1378432.88	792124.62	144+64.87	0.00

LEGEND

SECTION CORNER
QUARTER SECTION CORNER

SECTION / QUARTER SECTION LINE
PLATTED LOT LINES
PROPERTY (DEED) LINE
APL APPARENT PROPERTY LINE
EXISTING CENTERLINE
PROPOSED CENTERLINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
AC EXISTING ACCESS CONTROL LINE
AC PROPOSED ACCESS CONTROL LINE
129.32' MEASURED DIMENSION
129.32' (COMP) COMPUTED DIMENSION
(129.32') RECORDED DIMENSION
EXISTING BUILDING

N

GRAPHIC SCALE
FEET
0 50
SCALE: 1"= 50'

BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011) ADJUSTMENT, EAST ZONE.

- IRON PIPE OR ROD FOUND
- "MAG" NAIL SET
- + CUT CROSS FOUND OR SET
- 5/8" REBAR SET
- STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET
- HANDHOLE
- SPLICE BOX
- POWER POLE
- LIGHT POLE
- CONTROL BOX
- GUY WIRE
- FIRE HYDRANT
- WATER VALVE
- MANHOLE
- GUARD POST
- SIGN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, DOUGLAS G. MASSEY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON IN SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE CITY OF BLOOMINGTON, STATE OF ILLINOIS.

DATED AT CHICAGO, ILLINOIS THIS 03 DAY OF MAY 20 17 A.D.

Douglas G. Massey

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685
LICENSE EXPIRATION DATE: NOVEMBER 30, 2018
FIELD WORK COMPLETED: 2/17/2015
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

benesch
engineers · scientists · planners
Allfed Benesch & Company
200 North Michigan Avenue, Suite 2400
Chicago, Illinois 60601
312-565-0450
Design Firm License # 184.000867

NOTES:
1. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
2. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011) ADJUSTMENT) "GRID".
3. ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.999845229
4. ALL STATION AND OFFSETS SHOWN HEREON ARE REFERENCED TO PROPOSED ALIGNMENT.
5. THIS SURVEY REFERENCES THE "BLOOM MAINT YD" N.G.S. MONUMENT, P.I.D. DF4353
6. SUBJECT TO EASEMENTS, IF ANY, AS PER THE FOLLOWING DOCUMENT NUMBERS: 76-390, 81-4212, 90-20732, 91-14235, 94-19184, 92-11000, 91-18132, AND 93-18808.
7. ROAD RIGHT OF WAY AS SHOWN ON CABINTOWN ROAD PLAT BY FARNSWORTH & WYLIE, CONSULTING ENGINEERS, DATED DECEMBER 19, 1981.

BENESCH JOB NO: 10388.00

Bloomington ILLINOIS
DEPT. USE ONLY

PARCEL PLAT

CITY OF BLOOMINGTON

FOX CREEK ROAD

LIMITS: MONICA LANE TO INTERSTATE 55 COUNTY: MCLEAN
SECTION: UNKNOWN JOB NO.: _____
STA. 127+30.26 TO STA. 129+38.04
SCALE: 1"=50' SHEET 1 OF 1 SHEETS

DEPARTMENT OF PUBLIC WORKS
401 WEST WASHINGTO STREET
BLOOMINGTON, IL 61701

BASIS FOR COMPUTING COMPENSATION

ROUTE:	Fox Creek Road
SECTION:	
COUNTY:	McLean Co.
JOB NUMBER:	
PARCEL:	
STATION:	
OWNER:	Chicago Title Trust Company, as Successor to the Peoples Bank, as Trustee under the Provisions of a Trust Agreement dated the 25th of January, 1991 As Document No. 91-14640, Known as McLean County Land Trust No. PBB-232
INDEX:	21-18-404-004

1. Existing Property:

   Total Area: 1.099 acres
   Estimated Fair Market Value (Land Only): $155,600.00

2. Property to be Acquired:

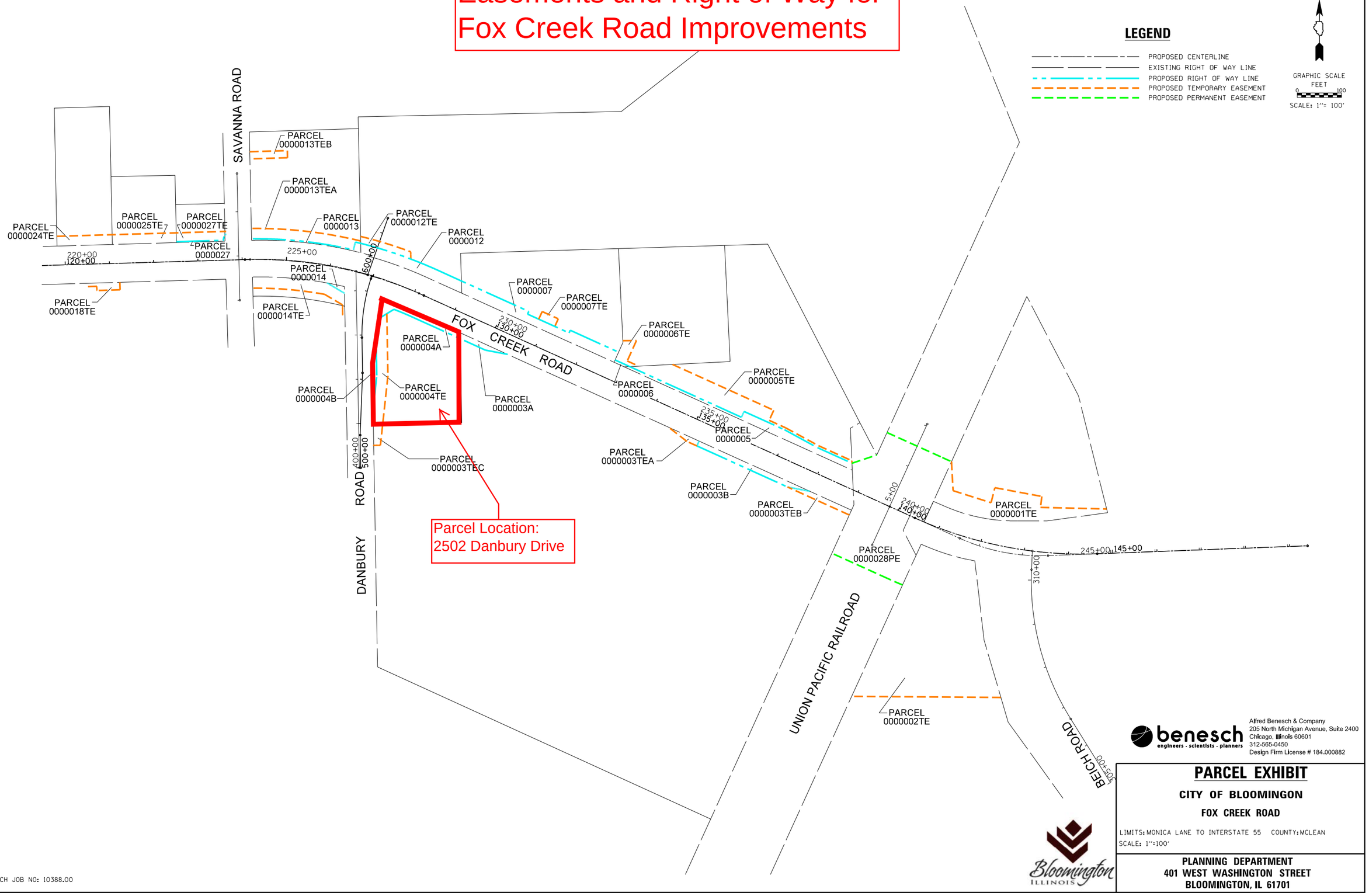
   Permanent Right of Way: 0.085 acres
   Temporary Easement: 0.132 acres

3. Compensation for Acquisition:

Permanent Right of Way:	$12,033.00
Temporary Easement:	$ 501.00
Damage to Remaining Property (if any):	
TOTAL COMPENSATION*:	$12,535.00

*The minimum total compensation is $300

Easements and Right of Way for Fox Creek Road Improvements



benesch
engineers · scientists · planners
Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, Illinois 60601
312-565-0450
Design Firm License # 184.000882

PARCEL EXHIBIT

CITY OF BLOOMINGON

FOX CREEK ROAD

LIMITS: MONICA LANE TO INTERSTATE 55 COUNTY: MCLEAN

SCALE: 1"=100'

PLANNING DEPARTMENT
401 WEST WASHINGTON STREET
BLOOMINGTON, IL 61701

Bloomington ILLINOIS

BENESCH JOB NO: 10388.00

CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Police Department

SUBJECT: Consideration of an Ordinance amending the Bloomington City Code to increase the number of sergeants by one position and decrease the number of patrol officers by one position as requested by the Police Department.

RECOMMENDATION/MOTION: The attached Ordinance be approved, increasing the number of sergeants in the Bloomington Police Department by one position and decreasing the number of patrol officers in the Department by one position, and the Mayor and City Clerk be authorized to execute the necessary documents

STRATEGIC PLAN LINK: Goal 5. Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The proposed ordinance provides for an additional sergeant position in the Bloomington Police Department and reduces the number of patrol officers by one position. The additional sergeant position will be a Training Sergeant who will assist the Training Lieutenant training new hires and existing staff. A job description for the Training Sergeant is attached hereto.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The full time starting salary of a Sergeant is approximately $42,000 higher than that of a Patrol Officer. This additional cost was not included in the Police FY 2019 Proposed Budget for Full Time Salaries of $13.1M. Stakeholders can locate this budget in the FY 2019 Proposed Budget Book titled "Proposed Budget Overview and General Fund" on page 204. However, Police vacancies have ranged from one to five positions throughout FY 2018. It is therefore anticipated that ongoing vacancy savings will offset this increase.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Assistant Corporation Counsel

Reviewed by: Clay Wheeler, Assistant Police Chief

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 1B Training Sergeant Job Description
- 1C Composition of PD Ordinance

POLICE DEPARTMENT
305 S. East Street
Bloomington, Illinois 61702

Brendan O. Heffner, Chief, FBINAA 225th
Clay E. Wheeler, Assistant Chief, FBINAA 253rd
Kenneth A. Bays, Assistant Chief, FBINAA 268th
Gregory A. Scott, Assistant Chief

November 21, 2017

Chief Heffner,

Attached you will find the job responsibilities for the Training Sergeant. This sergeant role is being created so we can expand the resources being committed to policy review, development, and training. The position of a training sergeant existed some 27 years ago when I began my career here. The position included but wasn't limited to the scheduling of all training and quartermaster needs for the approximately 70 sworn employees.

We now have 128 sworn employees and 33 full-time non-sworn employees. This alone has nearly doubled the workload without the commitment of additional resources. Demands from state mandated training, media inquiries and FOIA requests have increased the need for more robust record keeping, which is also time consuming. Due to its important scope of responsibility it was designated a lieutenant's assignment approximately six years ago. More responsibility was envisions for the lieutenant to be involved in the higher levels of decision making such as creating purchasing bids, equipment and uniform budgeting, and policy review. The current position is so labor intensive that these higher level ambitions could never be realized.

The Professional Development Lieutenant will:

- Oversee the Field Training Unit in the training of newly hired police officers.
- Oversee the internal and regional training of employees.
- Oversee the work of the Training Sergeant.
- Perform policy review and development to ensure best practices to fairly and impartially deliver services to our diverse community.
- Assist with budgetary planning and bid implementation associated with the Quartermaster needs.
- Assist the Public Safety and Community Relations Board with training and informational presentations.

It is my belief that these adjustments in our staffing will prepare us to handle the challenges ahead for our police department. This will require a change in the ordinance to allow for the allocation of one additional sergeant. There is some financial impact for the difference in salary of an experienced police officer to a new sergeant. It is well known our payroll budget is always higher than realized as we are very rarely at full staff so we simply will not be under budget by as much. Going forward, the budgeted

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Gregory A. Scott, Assistant Chief

payroll could reflect an increase of approximately $12,000 annually. The lieutenant's position will have not financial impact as the number lieutenants will not change, we are simply changing the position's responsibilities.

Clay Wheeler
Assistant Chief

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Gregory A. Scott, Assistant Chief

Justification for the addition of a Training Sergeant

- The work load for the Training Lieutenant / Quartermaster has grown exponentially with no additional manpower allocation in decades.
- The current workload is extreme and inhibits critical thinking.
- The workload will shift from the existing Training Lieutenant to the new Training Sergeant.
- This requires an ordinance change for additional allocation of one sergeant bringing the total to 16.
- The financial impact is approximately $12,000 per year.

Professional Development Lieutenant's Responsibilities

- Current Training Lieutenant position will be retitled as Professional Development Lieutenant.
- Research and review policies.
- Ensure, through sound policies, the fair and impartial delivery of services to our diverse community.
- Oversee the Field Training program for new officers.
- Oversee training of best practices to all employees.
- Continually assess the training needs of the Department.
- Assist the Public Safety and Community Relations Board with training and information presentations.
- No financial impact as this is a reorganization not a new employee position.

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Gregory A. Scott, Assistant Chief

JOB DESCRIPTION - TRAINING SERGEANT

DUTIES

The work of the Training Sergeant involves the responsibility for planning, coordinating and implementing comprehensive training programs which promote employee development. Included is the development of programs, instructional aids and providing an evaluation of all training activities. This work requires the instruction of both trainees, veteran police employees and general supervision of all persons during the periods when they are receiving training.

This position is responsible for research to determine the required employee development and to maintain records of all training. The Training Sergeant is a uniformed position. He or she must be able to perform all of the functions as provided in the Sergeant job description.

The duties and responsibilities of the Training Sergeant include, but are not limited to, the following:

A. Plan, coordinate and implement an in-service training program for each division of the Police Department.
B. Develop instructors from within the Police Department to assist in the instruction of in-service training.
C. Plan, coordinate and implement training activities with the Range Master.
D. Continually assess the training needs of the Department.
E. Assist with the training curriculum for the State Training Board's local region.
F. Coordinate any training outside the Department.
G. Coordinate certification programs with outside agencies for those employees that need to be certified to perform special functions.
H. Remain current on training programs outside of the Department and trends for the training needs of the future.
I. Develop a system of evaluation for all training programs.
J. Develop and maintain training records.
K. Supervise all persons while they are receiving training.
L. Monitor instructional programs to ensure the instruction is consistent with the Department's Standard Operating Procedures and the Chief of Police's philosophy.
M. Serve as Quartermaster, distribute uniform clothing, equipment, maintain the quartermaster room and stock uniforms and equipment.
N. All other duties as assigned.

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Kenneth A. Bays, Assistant Chief, FBINAA 268th
Gregory A. Scott, Assistant Chief

JOB DESCRIPTION - PROFESSIONAL DEVELOPMENT LIEUTNANT

DUTIES

The work of the Professional Development Lieutenant involves the responsibility for planning, coordinating and overseeing the Training Sergeant in implementing comprehensive training programs which promote employee development. Included in the Professional Development Lieutenant's responsibilities is the review and development of sound policies consistent with best practices. The lieutenant will constantly follow the evolution of policy and the law to evaluate training needs to effectively ensure policy and best practices are being properly trained.

This work requires the instruction of trainees, veteran police employees and general supervision of all persons during the period when they are receiving training. The Professional Development Lieutenant will oversee the Field Training program. This position will also assist developing the awareness of police policy and procedures for the members of the Public Safety and Community Relations Board.

This position is responsible for research to determine the required employee development. The Professional Development Lieutenant is a uniformed position. He or she must be able to perform all of the functions as provided in the Lieutenant job description.

The duties and responsibilities of the Professional Development Lieutenant include, but are not limited to, the following:

A. Research and review policy.
B. Ensure policy is maintained or revised to reflect best police practices.
C. Ensure, through sound policy, the fair and impartial delivery of services to our diverse community.
D. Plan, coordinate and oversee the implementation of in-service training programs for each division of the Police Department.
E. Develop instructors from within the Police Department, to assist with the instruction of in-service training.
F. Remain current on training programs outside of the Department and trends for the training needs of the future.
G. Continually assess the training needs of the Department.
H. Monitor instructional programs to ensure the instruction is consistent with the Department's Standard Operating Procedures and the Chief of Police's philosophy.
I. Supervise all persons while they are receiving training.
J. Oversee the Field Training Program.

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Kenneth A. Bays, Assistant Chief, FBINAA 268th
Gregory A. Scott, Assistant Chief

K. Assist the Public Safety and Community Relations Board with training or informational presentations.
L. Budget and/or prepare bids regarding Quartermaster uniforms and equipment.
M. All other duties as assigned.

ORDINANCE NO. 2018-

AN ORDINANCE AMENDING CHAPTER 35, SECTION 1 OF THE BLOOMINGTON CITY CODE AMENDING THE COMPOSITION OF THE POLICE DEPARTMENT

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Chapter 35, Section 1 of the Bloomington City Code, 1960, as amended, shall be amended to read as follows:

(a) The established personnel of the Police Department of the City of Bloomington shall consist of the following persons: Chief of Police, three (3) Assistant Chiefs of Police, six (6) Lieutenants, sixteen ~~fifteen~~ (16) ~~(15)~~ Sergeants, one hundred and two ~~three~~ (102) ~~(103)~~ Police Patrol Officers, and such civilian employees as may be provided for in the annual budget. The Police Department shall be composed of the following offices, divisions and bureaus to which the Officers and civilian employees shall be assigned:

Office of the Chief of Police
Office of the Assistant Chief of Operations
Office of the Assistant Chief of Administrations
Office of the Assistant Chief of Professional Standards
Patrol Division
Criminal Investigation Division
Street Crimes Division
Records Division
Public Affairs
Training Division
School Resource Officers
Neighborhood Focus Team
Communication Center
Animal Control (contracted through McLean County)

(b) Notwithstanding the limitation enumerated in subsection (a) above, the City Manager is authorized to request an additional member of the Police Department whenever he determines that at least one member of the Department is absent from his or her regularly scheduled duties for a period of indefinite duration.

Whenever the City Manager makes a determination under this subsection, he shall inform the Board of Fire and Police Commissioners, which shall treat such determination as a vacancy and fill it. Any person appointed to the Department under this subsection shall receive an appointment, subject to being laid off in the event the absent member returns to his or her regular duties prior to the creation of a vacancy in the Department, unless the City Manager makes a determination that laying off the officer at that time would create a hardship in the department because of the particular job duties which the officer is engaged in at the time the absent member returns. Any person laid off shall be recalled to service as soon as a vacancy exists or another determination under this subsection is made.

Layoffs shall be subject to the following provisos: (1) officers enrolled in the Police Officer Training Institute or field training shall not be laid off until completion of such courses or training; (2) if more than one officer is hired pursuant to this subsection, officers shall be laid off pursuant to the "last-in, first out" method; and (3) an officer on lay-off status pursuant to this subsection shall be recalled to service prior to the hiring of a new candidate from the eligibility list.

The making of a determination under this subsection lies solely within the discretion of the City Manager, and no person may compel the City Manager to make a determination under this subsection.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. 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 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 9th day of April, 2018.

APPROVED this _____ day of April, 2018.

CITY OF BLOOMINGTON:

_____
Tari Renner
Mayor

ATTEST:

_____
Cherry L. Lawson
City Clerk

CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a petition for the Lake Bloomington Lease Transfer of Lot 7, Block 23, in Camp Potawatomie from the City of Bloomington to the petitioner, Nathaniel Green. Also, consideration of the vacation of the current septic system easement tied to Lot 6, Block 23 in Camp Potawatomie and the creation of a new septic system easement for Lot 10, Block 23 in Camp Potawatomie as requested by the Water Department.

RECOMMENDATION/MOTION: The attached petition for the Lake Bloomington Lease Transfer of Lot 7, Block 23 in Camp Potawatomie from the City of Bloomington to Nathaniel Green be approved, the current septic system easement on Lot 6, Block 23 in Camp Potawatomie be vacated, and a new septic system easement on Lot 10, Block 23 in Camp Potawatomie be created and the Mayor and City Clerk be authorized to execute the necessary documents.

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 petitioner owns a residence and garage located on Lots 6 and 7, Block 23, in Camp Potawatomie. In 2010, during a Lake lease transfer and the accompanying purchase by petitioner of the residence, Lot 7 was inadvertently not included in the transfer (the transfer packet requested the transfer of Lot 6 only, leaving off Lot 7.). In an effort to clean-up this issue and lease Mr. Green the appropriate land, Staff and Mr. Green request that the City of Bloomington lease Lot 7 to Mr. Green. Leasing Mr. Green both lots in which his residence sits will ensure the City and County have the appropriate means to collect taxes and fees on both lots.

Further, in order to clean-up another issue associated with Lots 6 and 7, Staff recommend that the septic system easement currently attached to only Lot 6 be vacated and the City and Mr. Green enter into a new temporary septic system easement on Lot 10 where the current system overflows onto the City's non-leased. The easement attached is a temporary easement that will terminate upon the septic system being replaced or in five (5) years whichever is sooner, therefore, requiring petitioner to reposition the new septic system onto the leased, Lots 6 and 7.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Health Department

FINANCIAL IMPACT: The City will continue to receive an annual rent of $223.96 for Lot 6 based on Lot 6's EAV of $55,591.00 under the current lease rate of .40 cent per $100 EAV. The

City will begin collecting new annual rent associated to the new lease of Lot 7 once an EAV can be assessed on the property. The same lease rate of .40 cent per $100 EAV will apply to Lot 7, however, the rent cannot be calculated at this time due to there not being an EAV available. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144.

COMMUNITY DEVELOPMENT IMPACT: **UEW-1** Provide quality public infrastructure within the City to protect public health, safety and the environment. **UEW-1.5** Reliable water supply and distribution system that meets the needs of the current and future residents.

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

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Property Manager

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

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

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

Legal review by: Gregory E. Moredock, Sorling Northrup

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 7B – Current Lease – Green Lake Lease Transfer
- 7C – Fullager Lease – Green Lake Lease Transfer
- 7D – Fullager Relinquishment of Leasehold Interest – Green Lake Lease Transfer
- 7E – Petition – Green Lake Lease Transfer
- 7F – City Clerk Memo – Green Lake Lease Transfer
- 7G – New Lease – Green Lake Lease Transfer
- 7H – Current Septic Easement – Green Lake Lease Transfer
- 7I – Vacation of Current Septic Easement – Green Lake Lease Transfer
- 7J – New Lot 6 & 7 Easement – Green Lake Lease Transfer

LAKE BLOOMINGTON LEASE

VB

Image# 010949550004 Type: LEASE
Recorded: 06/10/2010 at 10:36:48 AM
Total Amt: $31.00 Page 1 of 4
IL Rental Housing Fund: $10.00
McLean County, IL
H. Lee Newcom Recorder
File 2010-00012611

THIS LEASE is entered into on the 25th day of May, 2010 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

Nathaniel Green

(if more than one Lessee, cross out 2 of the following that do not apply) ~~(as joint tenants)~~ ~~(as tenants in common)~~ (as tenants by the entirety) of Hudson, County of McLean, State of Illinois, hereinafter called "Lessee."

Alliance Land Title

File # 10 306

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 6 in Block 23 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. P.I.N. 07-12-202-006

2. TERM OF LEASE. The term of this Lease shall be for a term commencing **(cross out the one that does not apply)** (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate~~ of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) ~~for said property~~, including land and improvements, as determined by the ~~Supervisor~~ of Assessments of McLean County, Illinois. Said rate will ~~remain in effect~~ upon assignment of this Lease to (a) Lessee's spouse or to a ~~corporation, trust~~ or other entity created by Lessee or Lessee's spouse if Lessee or ~~Lessee's~~ spouse occupies the property immediately after said assignment, or ~~(b) a Lessee~~ who paid fair market value for the property (i.e., a purchaser) prior ~~to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100

EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($._____) per $100 EAV.~~

SELECT THE RENT TO BE PAID BY CORSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the. City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City Prepared By

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Return to: Nathaniel Green
24856 Nighthawk Rd
Hudson, IL 61748

Lessee Billing Address

same

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

_____

_____

99- 16588
05-28-1999 02:29:29 PM
RUTH WEBER, Recorder
McLean County, IL

Microfilmed

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 5th day of May, 1999 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Paula Fullager **(if more than one Lessee, cross out 2 of the following that do not apply)** ~~**(as joint tenants) (as tenants in common) (as tenants by the entirety)**~~ of Bloomington, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lots 6 & 7 in Block 23 in Camp Potowatomie, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois along with an easement across Lots 7, 10 and 11 in Block 23 in Camp Potowatomie as further described in the Easement for Seepage Field attached hereto and incorporated by reference.

PIN (18) 07-12-202-004

2. TERM OF LEASE. The term of this Lease shall be for a term commencing **(cross out the one that does not apply)** (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Least to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee

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who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

~~2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100 EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.~~

~~3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($._____) per $100 EAV.~~

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. Lessee shall erect only one principal structure on the property included in this lease. Any other improvements erected on said property shall be for use in conjunction with the principal structure. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any

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improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. No such assignment, transfer rental or sublease may be made as to Lessee's interest in any of the lots conveyed by this lease except if made in conjunction with an assignment, transfer, rental or sublease of Lessee's interest in all of the lots. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS.Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake

Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that

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a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City	Lessee
City of Bloomington City Hall 109 E. Olive Street Bloomington, IL 61701	Paula Fullager 9 Hidden Lake Court Bloomington, IL 61704

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By: _____
its Mayor

Attest: _____

-Lessee-

_____
Paula Fullager

RELINQUISHMENT OF LEASE HOLD INTEREST

I, Paula Fullager, for good and valuable consideration, the receipt of which is hereby acknowledged, relinquish, convey and transfer to the City of Bloomington, a Municipal Corporation, County of McLean, State of Illinois hereby transfer, convey and relinquish any and all interest I have, or may have, in the premises described as Lot 7, Block 23 in Camp Potawatomie, pursuant to a lease agreement I entered into with said city on May 5, 1999.

Dated this 28th day of March, A.D. 2018.

Paula Fullager

Paula Fullager

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Paula Fullager personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of March, A.D. 2018.

Carol T. Miller

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
CAROL T. MILLER
MY COMMISSION # FF 120147
EXPIRES: June 8, 2018
Bonded Thru Budget Notary Services

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot Lot 7 Block 23 of Camp Potowatomie
I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:
From: City of Bloomington (Sellers Name)
To: Nathaniel Green (Buyers Name)

_____
_____ (Signatures of Seller)

****

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:
Now comes Nathaniel Green (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of City of Bloomington (Seller) In and to the Lease made on the (Date) 3.14.18 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) City of Bloomington has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,
Nathaniel Green

_____
(Signature of Buyer(s))

****

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT _____ BLOCK _____ CAMP _____, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) _____ in and to the premises known as Lot _____ Block _____ in Camp _____, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

_____
Tari Renner, Mayor

M E M O

TO: Bob Yehl, Water Dept.

FROM: Ashley M. Lara, Legislative Assistant

DATE: March 21, 2018

SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 7, Block 23, in Camp Potawatomie from the City of Bloomington to the petitioner, Nathaniel Green. Attached please find the Lake Lease Transfer documents.

The City will continue to receive an annual rent of $223.96 for Lot 6 based on Lot 6's EAV of $55,591.00 under the current lease rate of .40 cent per $100 EAV. The City will begin collecting new annual rent associated to the new lease of Lot 7 once an EAV can be assessed on the property. The same lease rate of .40 cent per $100 EAV will apply to Lot 7, however, the rent cannot be calculated at this time due to there not being an EAV available. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144. The PIN number is 07-12-202-006.

Please prepare a Council memorandum for the next available council meeting.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 14th day of March, 2018 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

Nathaniel Green

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) ~~(as tenants in common)~~ ~~(as tenants by the entirety)~~ of , Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

   Lot 6+7 in Block 23 in Camp Potowatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing **(cross out the one that does not apply)** (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall ~~be~~ charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (~~hereafter~~ EAV) for said property, including land and improvements, as determined ~~by~~ the Supervisor of Assessments of McLean County, Illinois. Said rate ~~will~~ remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a ~~corporation~~, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or ~~(b) a~~ Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100

EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($._____) per $100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the. City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between

City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Nathaniel Green
24856 Nighthawk Rd
Hudson IL 61748

Lessee Billing Address

Nathaniel Green
24856 Nighthawk Rd
Hudson IL 61748

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By: _____
Tari Renner, Mayor

Attest:

_____
Cherry Lawson, City Clerk

-Lessee-

Nathaniel Green

_____

_____

99 16588

Easement for Seepage Field

Lot 6 in Block 23 of Camp Potowatomie shall have the benefit of an easement across Lots 7, 10 and 11 in Block 23 of Camp Potowatomie for the purpose of installing, operating and maintaining a seepage field and necessary appurtenances thereto serving the septic system on Lot 6 in Block 23 of Camp Potowatomie in the approximate location shown on the attached drawing. This easement shall be subject to the following conditions:

1. The Lessee of Lot 6 shall have the right to enter upon Lots 7, 10 and 11 for the purpose of installing, maintaining, repairing and/or replacing said seepage field and appurtenances on the condition that Lessee give the City prior notice of any such entry. Except in the case of an emergency, the City shall have the right to specify the time the Lessee of Lot 6 may make such entry.

2. The Lessee of Lot 6 shall not interfere with access to Lots 7, 10 and 11 in the exercise of the rights granted under this easement.

3. The Lessee of Lot 6 shall keep said seepage field and appurtenances thereto in good repair and shall repair said seepage field and appurtenances as soon as practicable upon receipt of notice from the City that it is in need of repair.

4. The City shall not have any responsibility for the seepage field and appurtenances except that the City shall be responsible for damage to the said seepage field caused by City's intentional or negligent acts.

5. The Lessee of Lot 6 agrees to repair or pay the City for any damage to Lots 7, 10 and 11 resulting from the exercise of the rights granted hereunder, including without limitation any environmental damage related to the seepage field and appurtenances thereto. The Lessee of Lot 6 further agrees that anytime he or she digs into, excavates, or otherwise disturbs the surface area of the easement, he/she will restore any such surface area to its pre-existing condition; provided however that the Lessee of Lot 6 shall have no responsibility for landscape materials planted within the easement area or driveways or other structures located within the easement area after the execution of this Grant of Easement.

6. The Lessee of Lot 6 shall indemnify and hold City harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons and/or property which arise out of the act, or failure to act, or negligence of Lessee of Lot 6, its agents, employees or assigns in the exercise of the rights under this easement.

7. The City may not place, build, construct or erect any part of a dwelling or other permanent structure or otherwise interfere with the use of the area burdened by this easement by the Lessee of Lot 6.

8. The City shall have the right to relocate the seepage field and appurtenances thereto on Lots 7, 10 and 11 as long as the field continues to function as required by any

99 16588

applicable federal, state, county or municipal statute, law, regulation or ordinance and the relocation does not cause a disruption in service of the septic system located on Lot 6. The City shall advise the Lessee of Lot 6 of any proposed relocation and give the Lessee of Lot 6 advance notice of the schedule for performing the work. The Lessee of Lot 6 shall have the right to inspect work in progress. The City shall bear the full cost of any such relocation and shall be solely responsible for the restoration of the surface area to it pre-existing condition. A drawing showing the new location of the seepage field shall be provided to the Lessee of Lot 6. Upon presentation of such drawing, the easement in the area depicted on the drawing showing the previous location of the seepage field shall be vacated and the area shown on the new drawing shall become burdened by the easement.

9. This easement shall supersede paragraph 5 in the lease for Lot 7 in Block 23 Camp Potowatomie dated March 14, 1996 to the extent that paragraph prohibits the installation of a seepage field and appurtenances on Lot 7.

10. This grant of easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the heirs, successors and assigns of Lots 6, 7, 10 and 11 in Block 23 of Camp Potowatomie.

11. This easement shall terminate 180 days from the date public sewer connections are made available to Lot 6 in Block 23 of Camp Potowatomie.

Lessee, Lot 6 & 7

Paula Gallager

City of Bloomington

By: [signature]

Attest:

Tracy Coverts

By: Sharon Gibson
Deputy Clerk

AGREEMENT VACATING EASEMENT

McLean County

THIS DOCUMENT PREPARED BY & AFTER RECORDING MAIL TO:

Gregory E. Moredock
Sorling Northrup
1 N. Old State Capitol Plaza
Suite 200
P.O. Box 5131
Springfield, Illinois 62705

AGREEMENT VACATING EASEMENT

This Agreement is dated as of March 28, 2018 by and between the City of Bloomington, a municipal corporation, of McLean County, Illinois ("City") and Paula Fullager and Nathaniel Green (collectively referred to herein as "Grantee").

WHEREAS, on May 5, 1999 City and Paula Fullager entered into the lease of certain real estate owned by the City in the vicinity of Lake Bloomington, Illinois as attached hereto as Exhibit A and as recorded on May 28, 1999, in McLean County, Illinois with the document number 99-16588;

WHEREAS, the Lake Bloomington Lease granted an Easement for Seepage Field to the lessee of Lot 6 in Block 23 of Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois, across Lots 7, 10, and 11 of same ("Easement for Seepage Field");

WHEREAS, the Easement for Seepage Field allowed a seepage field for the septic system serving the residence constructed on Lots 6 and 7;

WHEREAS, Paula Fullager has since conveyed Lot 6 to Nathaniel Green, who entered into a Lake Bloomington Lease dated May 25, 2010, and recorded on June 10, 2010, in McLean County, Illinois, with document number 2010-00012611 attached hereto as Exhibit B. Nathaniel Green is in the process of entering into a new Temporary Easement for Seepage Field;

WHEREAS, City desires the Grantee to release and vacate the current Easement for Seepage Field as Paula Fullager no longer resides on the property and as City is concurrently

entering into a new Easement with Nathaniel Green which better outlines the location and duration of the easement;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, City and Grantee hereby agree to the above recitals and further agree as follows:

1. Release and Vacation of Easement. Grantee hereby releases and vacates the Easement for Seepage Field incorporated into and made a part of the Lake Bloomington Lease dated May 5, 1999 and recorded on May 28, 1999 in McLean County with document number 99-16588 as attached hereto, and further releases and vacates any such easement that was incorporated into the Lake Bloomington Lease dated May 25, 2010 recorded on June 10, 2010 in McLean County with document number 2010-00012611.

2. Covenant Running With the Land. All provisions of this instrument, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3. Counterparts. This instrument may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same documents. All counterparts shall be construed together and shall constitute one instrument.

4. Entire Agreement. This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto. This Easement may not be amended except by an instrument in writing signed by each of the parties hereto. No amendment, supplement, modification or waiver of this Easement shall be binding unless executed in writing by the party to be bound.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

[Signature Pages to Follow]

GRANTOR: CITY OF BLOOMINGTON, ILLINOIS

_____ _____

Name Date

Attest:

_____

COUNTY OF McLEAN)
) SS
STATE OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered, said instrument as, their free and voluntary act for uses and purposes therein set forth, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2018.

_____
Notary Public

Commission Expires _____

(SEAL)

This Agreement is accepted by the Paula Fullager, as Grantee, subject to the terms and conditions set forth herein.

PAULA FULLAGER

By: Paula Fullager
Paula Fullager

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Paula Fullager, personally known to me, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth; and on her oath stated that she was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 28th day of March, A.D. 2018.

NOTARY PUBLIC STATE OF FLORIDA
CAROL T. MILLER
MY COMMISSION # FF 120147
EXPIRES: June 8, 2018
Bonded Thru Budget Notary Services

Carol T. Miller
Notary Public

This Agreement is accepted by the Nathaniel Green, as Grantee, subject to the terms and conditions set forth herein.

NATHANIEL GREEN

By: Nathaniel Green
Nathaniel Green

STATE OF ILLINOIS)
) SS.
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Nathaniel Green, personally known to me, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 4th day of April, A.D. 2018.

OFFICIAL SEAL
JANICE L SCHERFF
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/07/19

Janice L Scherff
Notary Public

TEMPORARY EASEMENT

McLean County

THIS DOCUMENT PREPARED BY & AFTER RECORDING MAIL TO:

Gregory E. Moredock
Sorling Northrup
1 N. Old State Capitol Plaza
Suite 200
P.O. Box 5131
Springfield, Illinois 62705

TEMPORARY EASEMENT FOR SEPTIC SEEPAGE FIELD

THIS INDENTURE WITNESSETH, that the Grantor, **THE CITY OF BLOOMINGTON, ILLINOIS**, in the State of Illinois, for and in consideration of One Dollar ($1.00), in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration given, hereby represents that it owns the fee simple title to and does hereby grant unto **NATHANIEL GREEN,** the current Lessee of Lots 6 and 7 in Block 23 of Camp Potawatomie (as hereinafter described) (the "Grantee") and assign a temporary easement for septic seepage field (the "Easement") for the purposes operating and maintaining a seepage field and necessary appurtenances thereto serving the septic system serving the residence located on Lots 6 and 7 in Block 23 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois, commonly described as part of 24856 Nighthawk Road Hudson, IL 61748, upon the following described land (the "Easement Area"):

> A small portion located along the south side of Lot 10, Block 23 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois, in the approximate location shown on the plot layout as attached hereto as Exhibit A.

1. Grantee shall have the right to enter upon Lot 10 for the purposes of maintaining, operating, and repairing the current septic seepage field and appurtenances on the condition that Grantec give the Grantor prior notice of any such entry. Except in the case of an emergency, the Grantor shall have the right to specify the time the Grantee may make such entry.

2. Grantee shall not interfere with access to Lot 10 in the exercise of the rights granted under this Easement.

3. Grantee shall keep the seepage field and appurtenances thereto in good repair and shall repair said seepage field and appurtenances as soon as practicable upon notice, whether actual or constructive, that it is in need of repair.

4. Grantor shall not have any responsibility to maintain or operate the seepage field and appurtenances.

5. Grantee agrees to repair or pay Grantor for any damage to Lot 10 resulting from the exercise of the rights granted hereunder, including without limitation any environmental damage related to the septic seepage field and appurtenances. Grantee further agrees that anytime he or she excavates, alters, or otherwise disturbs the surface area of the easement, he or she will restore any such surface area to its pre-existing condition.

6. Grantee shall indemnify and hold harmless City from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons and/or property which arise out of the act, or failure to act, or negligence of Grantee, his agents, employees or assigns in the exercise of the rights under this Easement.

7. Grantee's right in and to the Easement Area shall expire upon the replacement of the current septic system. Grantee shall, in writing, notify Grantor of when he intends to replace the septic system currently serving the residence on Lots 6 and 7. In any event, the term of the grant of this Temporary Easement shall not exceed a period of five (5) years from the date of this Easement.

8. Grantor shall have the right, but not the duty, to relocate the seepage field and appurtenances on Lot 10 as long as the field continues to function as required by any applicable federal, state, county, and municipal statute, law, regulation or ordinance and the relocation does not cause a disruption in service of the septic system serving the residence located on Lots 6 and 7. Grantor shall advise Grantee of any proposed relocation and give Grantee notice of the schedule of the work. A drawing showing the new location of the seepage field shall be presented to the Grantee. Upon presentation of such drawing, and completion of the relocation, Grantee's right in and to the Easement Area shall be vacated.

9. Subject to the foregoing, this Easement shall run with the land and be binding upon the heirs, successors, administrators, and assigns of the parties hereto.

10. Grantee's right in and to the Easement Area shall terminate 180 days from the date public sewer connections are made available to the residence located on Lots 6 and 7.

IN WITNESS WHEREOF, the Grantor has hereunder set his hand this ___ day of _____, 2018.

GRANTOR: CITY OF BLOOMINGTON, ILLINOIS

_____ _____

Name Date

Attest:

_____

COUNTY OF McLEAN)
) SS
STATE OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same persons whose Names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered, said instrument as, their free and voluntary act for uses and purposes therein set forth, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2018.

_____
Notary Public

Commission Expires _____

(SEAL)

This Easement is accepted by the Nathaniel Green, as Grantee, subject to the terms and conditions set forth herein.

NATHANIEL GREEN

By: _____
Nathaniel Green

STATE OF ILLINOIS)
) SS.
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Nathaniel Green, personally known to me, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said municipality, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

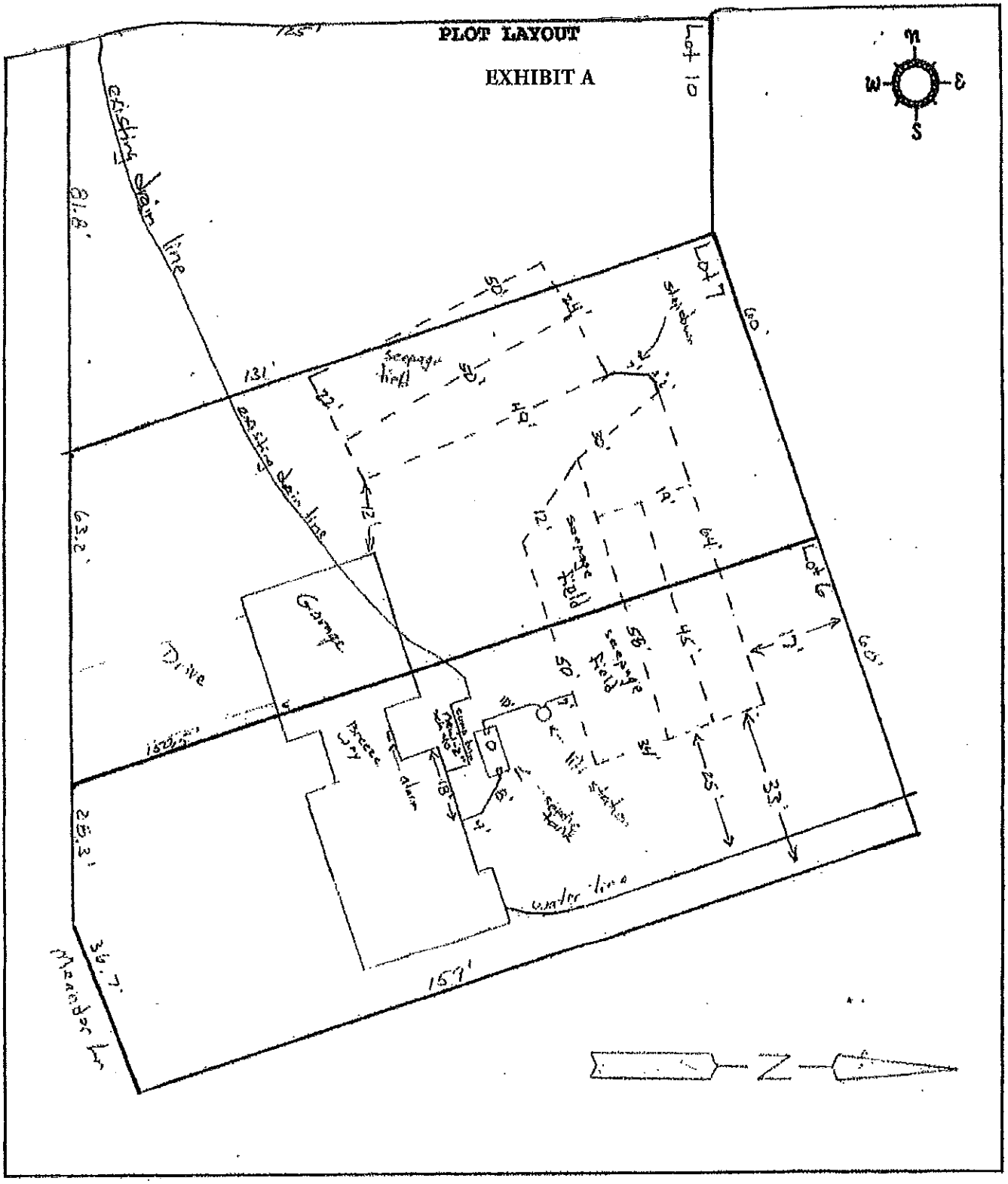
GIVEN under my hand and notarial seal this 4 day of April, A.D. 2018.

_____
Notary Public

OFFICIAL SEAL
LAURA SHAY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/18/21

PLOT LAYOUT

EXHIBIT A


Lot 10
Lot 7
Lot 6
existing drain line
existing drain line
81.8'
131'
63.2'
157'
25.3'
39.7'
Meander line
60'
60'
50'
40'
30'
22'
12'
12'
12'
12'
18'
18'
18'
18'
50'
45'
25'
33'
34'
4'
4'
Garage
Drive
Septic field
Septic field
Septic field
Septic Tank
Septic Tank
Pump Chamber
Pump Chamber
Shed
Shed
Shed

CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on April 28, 2018 from Evan O'Shea and Jennifer Yu to allow moderate consumption of alcohol.

RECOMMENDATION/MOTION: The attached Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on April 28, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: On March 20, 2018, the applicants submitted an application to the City Clerk's Office requesting consideration to have beer and wine at their wedding reception scheduled for April 28, 2018. Staff explained that the next Liquor Commission Meeting is scheduled for April 10, 2018, that it would not be timely for the wedding reception. Staff presented the application to Liquor Commissioner, Tari Renner for his review and consideration. As indicated by the application materials, Epiphany Farms is catering and will be serving beer and wine only.

Commissioner Renner approved the request to be submitted to the City Council on the April 9, 2018 Council Agenda for City Council's consideration.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Reviewed by: Robert Yehl, PE, Water Director

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

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- Letter of Request
- Ordinance

CITY OF Bloomington ILLINOIS

REQUEST FOR BEER/WINE AT A CITY OWNED PROPERTY

My event will be held at (Please Check One) ☐ Miller Park Pavilion ☒ Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants *(Specify how they are related to the event)*:

(Jennifer) Chian Yu — bride

Evan O'Shea — groom

Applicant Contact Information:

Phone Number: [redacted] Email Address: [redacted]

Address: [redacted]

City: [redacted] State: [redacted] Zip Code: [redacted]

CATERER INFORMATION

Name of Caterer: Epiphany Farms **Contact Number:** (309)533-2700

Address: 220 E. Front St.

City: Bloomington State: IL Zip Code: 61701

EVENT INFORMATION

Type of Event: Wedding

Date/Time of Event: 4/28/2018 4 pm - 10 pm

Number of Attendees: ~80

Have you secured a date with the venue checked above? ☒ YES ☐ NO

If yes, please provide a copy of the contract and receipt you were given.

[redacted] — Applicant Signature

3/20/2018 — Date

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk, 109 E Olive St, Bloomington, IL 61701

OFFICE USE ONLY

Liquor Commission Date: APRIL 10, 2018 @ 4 p.m.

- Date Approved for Council: APRIL 09, 2018 @ 7PM

City Council Meeting Date: APRIL 09, 2018 @ 7PM

- Date Council Approved: APRIL 09, 2018 @ 7PM
- Ordinance Number: 2018-

Confirmed Reservation and Deposit with Event Location: ☒ YES ☐ NO

Caterer has a Current City of Bloomington License: ☒ YES ☐ NO

Water/Parks Departments have been notified: ☒ YES ☐ NO

Date Received: 03/21/18 **Staff Initials:** alara

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk, 109 E Olive St, Bloomington, IL 61701

Water Department
603 W. Division Street
Bloomington, IL 61701
34-2426
34-2833

Davis Lodge Receipt for Payment

Name and/or Organization
Reserving Lodge: __Jennifer Yu_____

Event Date: _____4/28/18_____

Event Type: ___Wedding_____

City of Bloomington
Water Administration - Division Street
109 East Olive Street
Bloomington, IL 61701
309 - 434 - 2426
Welcome

114321-0074 Tara G. 12/20/2017 03:51PM

MISCELLANEOUS
Description: WATER DAVIS
LODGE RENTAL
FEES/DEPOSITS (WA0021)
Reference 1: 04/28/2018
2018 Item: WA0021
1 @ 500.00 500.00
Payment Id: 336972

500.00

Subtotal 500.00
Total 500.00

CHECK 500.00
Check Number 1062

Change due 0.00

Paid by: Yu

Comments: Lodge deposit fee
04/28/2018

[redacted]

Have a nice, safe time. Thank

FAILURE TO COMPLY WITH THESE ANY SECTION
COULD RESULT IN LOSS OF DEPOSIT REARRANGE

CUSTOMER COPY
DUPLICATE RECEIPT

CITY OF Bloomington ILLINOIS

Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Reservation Letter

November 27, 2017

Dear Jennifer Yu,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. Per your request, we will hold April 28, 2018 for 2 weeks without a deposit after this time the date will be released.

Rental fees for the Lodge are as follows:

Regular Rate	$400.00 per day
Damage/Cleanup Deposit	$500.00 per event

Please send in your deposit immediately this will hold your reservation. **Also return a signed attached "Release and Hold Harmless Agreement."** We accept Credit cards *(Discover, Visa, and Master Card)* or Checks *made payable to the City of Bloomington*. Please mail your payment to **Water Dept. – Lake Division, 603 W. Division St., Bloomington, IL 1701.**

The rental times are 8:00 am – 12:00 am. The Lodge doors will be unlocked when you arrive.

Your Security deposit will be reimbursed if the Lodge is not damaged and it is left neat and clean **(See enclosed list of rules).**

Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date. **The security deposit refund can take 6-8 weeks to receive via mail after the date of the event.**

If you have questions or will not be keeping your reservation, please call (309)434-2303. If it is an urgent matter, please contact Water Department–Office Manager @ (309)434-2645.

We wish you a happy, safe experience at Davis Lodge.

Respectfully,

Jessica Carroll
For: Bob Yehl
Director of Water Department
Email: jcarroll@cityblm.org

Signature: [redacted]
Date: 11/27/2017

Have a nice, safe time. Thank you for your Cooperation

CITY OF Bloomington ILLINOIS

Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RULES FOR RENTING DAVIS LODGE

1) No early set ups ahead unless that day in rented and paid for.
2) NO ALCOHOLIC BEVERAGES unless approved by the Bloomington Liquor Commission and City Council. Contact City Clerk office @ (309) 434-2240
3) Outdoor fires allowed only in fire pit and on non-windy days.
4) No swimming or wading is allowed in Lake Bloomington.
5) No smoking allowed inside Davis Lodge.
6) Quiet Hour: 10:00 pm and beyond.
7) Check in time: 8:00 am. Check out time: 12:00 Midnight. MUST BE OUT BY MIDNIGHT
8) No pets allowed in Davis Lodge.
9) No glitter/confetti or nails, thumb tacks, tape, staples or other holes in the walls, fans, woodwork or furniture. Hooks have been installed along the doors, windows and at various locations on the walls for your convenience in decorating the Davis Lodge.

YOU ARE RESPONSIBLE FOR CLEANING UP

BEFORE LEAVING, THE FOLLOWING SHOULD BE DONE:

1) Wipe off tables and chairs.
2) Leave tables and chairs set up.
3) Floors must be swept.
4) Any spills must be wiped up.
5) Garbage should be removed to dumpster (North of Building).
6) Brooms & Mops available. Extra Garbage Liners in bottom of cans.
7) All traces of signs and decorations must be removed.
8) All doors and windows must be closed.
9) Any extra equipment (tables, chairs, tents, arches, etc.) must be removed the same day as rental. The City of Bloomington is not responsible for items left past check out time of rental.

Maintenance or Cleaning Questions or Related Problems
Work Hours (Monday through Friday 7:00 am – 3:00 pm)
Phone: (309) 434-2163
After Hours
Phone: (309) 434-2151 – Water Treatment Plant at Lake Bloomington
(309) 820-8888 (Non-emergency police dispatch)
Police Emergencies: County 911

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature required: _____ Date: 11/27/2017

Have a nice, safe time. Thank you for your Cooperation

CITY OF Bloomington ILLINOIS

Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

OTHER STRUCTURE AGREEMENT FOR DAVIS LODGE

1) Tents and other structures are only allowed in the two designated locations. These locations are on the porch that faces Lake Bloomington and next to the fire pit on the Northeast lot.

2) No vehicles will be allowed anywhere off of the paved surface.

3) Tents and other structures must be removed by 12:00 am MIDNIGHT of the day of the rental. Any tents or other structures remaining will not be saved and the City of Bloomington and the City of Bloomington Water Department will not be responsible.

4) An additional security deposit of $250.00 is required for rentals that utilize tents or other structures not provided by the City of Bloomington.

5) If tents and other structures are not removed the day of the rental, the $250.00 security deposit will be forfeited.

6) These rules and regulations shall not supersede any other rule or regulation for the Davis Lodge.

7) Please view the attached photograph of Davis Lodge to understand where tents and structures are allowed to be erected.

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature: _____

Date: 11/21/2017

Have a nice, safe time. Thank you for your Cooperation

CITY OF Bloomington ILLINOIS

Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RELEASE AND HOLD HARMLESS AGREEMENT

November 27, 2017

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

DATED this 27 day of November

RENTAL DATE (S): April 28, 2018

Signature Required: [redacted]

Mailing Address:

[redacted]

Have a nice, safe time. Thank you for your Cooperation

CITY OF Bloomington ILLINOIS

Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Dear Event Coordinator:

The City has restrictions regarding alcohol consumption at a City facility and in a City park. This includes the Miller Park Pavilion and Lake Bloomington Davis Lodge. The restrictions include that the event must be catered, i.e. no cash bar, and alcohol is limited to beer and wine only. Individuals are not allowed to provide or serve their own alcohol.

Anyone wishing to consume alcohol at a City facility must make that request in writing to the City Clerk's office. This request should be submitted 45 days in advance of the event.

The request must include the following information:

- Date and time of event
- Location of event
- If the event location has been reserved
- Bride and groom names, phone numbers and email addresses
- Contact information for any other individual representing the organizers
- Number of guests expected
- Name of catering business that has been selected.

The request will be presented to the Liquor Commission at their meeting which is held on the second Tuesday of each month at 4:00 p.m. in the Council chambers. A representative of the organizer must be present at this meeting.

If the Commission approves the request, it will then be scheduled for the next possible Council meeting. Under City ordinance, the Council must pass an ordinance which suspends the City Code to allow alcohol consumption for a specific day and time period.

If the event is approved by Council, the City Clerk will contact the licensed caterer to arrange for the proper license to be issued.

If you have any questions and/or require any additional information, please contact me at 309/434 – 2240. Thank you.

Sincerely,

City Clerk

DATED this 27 day of November 20 17.

Have a nice, safe time. Thank you for your Cooperation

ORDINANCE NO. 2018 –

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON APRIL 28, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

WHEREAS, Evan O'Shea and Jennifer Yu desire to allow moderate consumption of alcohol at their April 28, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington from 4:00 PM to 10:00 PM; and

WHEREAS, Evan O'Shea and Jennifer Yu have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, for the wedding reception on April 28, 2018 from 4:00 PM to 10:00 PM.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 9th of April, 2018.

APPROVED this ____ day of April, 2018.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, City Clerk

CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on June 16, 2018 the request from Joseph Johnson and Andrea Pierce to allow moderate consumption of alcohol.

RECOMMENDATION/MOTION: The attached Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on June 16, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: On March 13, 2018, the Bloomington Liquor Commissioner, Tari Renner, called a hearing to order to hear the request of Joseph C. Johnson and Andrea Pierce to allow moderate consumption of alcohol at their June 16, 2018, wedding reception to be held at Davis Lodge at Lake Bloomington from 5:00 PM until 12:00 midnight.

Present were: Commissioners Tari Renner and Lindsey Powell, Staff present: George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Cherry Lawson, City Clerk.

Joseph C. Johnson appeared before the Commission and stated the wedding reception will be held on June 16, 2018 at Davis Lodge and beer and wine will only be served by Times Past Inn.

Motion by Commissioner Powell, seconded by Commissioner Renner to recommend at the April 9, 2018, City Council meeting, approval of the Joseph Johnson and Andrea Pierce request from to allow moderate consumption of alcohol at their June 16, 2018, wedding reception to be held at Davis Lodge at Lake Bloomington.

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

Ayes: Commissioners Powel and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 13, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: N/A

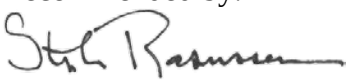
COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:	Cherry L. Lawson, City Clerk
Reviewed by:	Robert Yehl, PE, Water Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Scott Rathbun, Sr. Budget Manager
Legal review by:	George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Letter of Request
- Ordinance

CITY OF Bloomington ILLINOIS

REQUEST FOR BEER/WINE AT A CITY OWNED PROPERTY

My event will be held at (Please Check One) ☐ Miller Park Pavilion ☑ Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants *(Specify how they are related to the event)*:

Joseph C. Johnson — Groom

Andrea Pierce — Bride

Applicant Contact Information:

Phone Number: [redacted] Email Address: [redacted]

Address: [redacted]

City: [redacted] State: [redacted] Zip Code: [redacted]

CATERER INFORMATION

Name of Caterer: Times Past Inn **Contact Number:** (309) 828-8312

Address: 1216 Towanda Ave.

City: Bloomington State: IL Zip Code: 61701

EVENT INFORMATION

Type of Event: Wedding

Date/Time of Event: 6/16/2018, 5p.m.

Number of Attendees: 40

Have you secured a date with the venue checked above? ☑ YES ☐ NO

If yes, please provide a copy of the contract and receipt you were given.

[redacted] 2/19/2018
Date

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk, 109 E Olive St, Bloomington, IL 61701

Joe C Johnson

From: Joe C Johnson
Sent: Thursday, February 22, 2018 12:53 PM
To: Joe C Johnson
Cc: Joe C Johnson
Subject: Beer/Wine Event Application

February 22, 2018

To: City Clerk's Office – City of Bloomington

From: Joseph C. Johnson
Andrea M. Pierce

Re: Beer and Wine application

Good afternoon. At your request, I have submitting the attached application.

Here are the details regarding our event:

LOCATION: Davis Lodge, Lake Bloomington
TIME: 5 p.m.
OF PEOPLE: 40
CONTACT INFO: [redacted]

When appropriate, please advise of next steps. Thank you!

CITY OF Bloomington ILLINOIS

Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Reservation Letter

October 9, 2017

Dear Andrea Pierce,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. Per your request, we will hold June 16, 2018 for 2 weeks without a deposit after this time the date will be released.

Rental fees for the Lodge are as follows:

Regular Rate	$400.00 per day
Damage/Cleanup Deposit	$500.00 per event

Please send in your deposit immediately this will hold your reservation. **Also return a signed attached "Release and Hold Harmless Agreement."** We accept Credit cards *(Discover, Visa, and Master Card) or* Checks *made payable to the City of Bloomington*. Please mail your payment to **Water Dept. – Lake Division, 603 W. Division St., Bloomington, IL 61701.**

The rental times are 8:00 am – 12:00 am. The Lodge doors will be unlocked when you arrive.

Your Security deposit will be reimbursed if the Lodge is not damaged and it is left neat and clean **(See enclosed list of rules).**

Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date. The security deposit refund can take 6-8 weeks to receive via mail after the date of the event.

If you have questions or will not be keeping your reservation, please call (309)434-2303. If it is an urgent matter, please contact Water Department–Office Manager @ (309)434-2645.

We wish you a happy, safe experience at Davis Lodge.

Respectfully,

Jessica Carroll
For: Bob Yehl
Director of Water Department
Email: jcarroll@cityblm.org

Signature: [redacted]
Date: 10-9-17

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW

CITY OF Bloomington ILLINOIS

Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RELEASE AND HOLD HARMLESS AGREEMENT

October 9, 2017
The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

DATED this 9 day of October.

RENTAL DATE (S): June 16, 2018

Signature Required: [redacted]

Mailing Address:

Have a nice, safe time. Thank you for your Cooperation
FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW

City of Bloomington
Water Administration - Division Street
109 East Olive Street
Bloomington, IL 61701
309 - 434 - 2426
Welcome

017680-0010 Tara G. 10/10/2017 08:10AM

MISCELLANEOUS	
WATER DAVIS LODGE RENTAL FEES/DEPOSITS	
1 @ 500.00	500.00
Payment Id: 322681	
	500.00
Subtotal	500.00
Total	500.00
CREDIT CARD	500.00
Change due	0.00

Paid by: Pierce Pierce

Comments: Lodge Deposit
6/16/2018

Signature: _____

Thank you for your payment.

CUSTOMER COPY
DUPLICATE RECEIPT

ORDINANCE NO. 2018 –

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON JUNE 16, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

WHEREAS, Joseph Johnson and Andrea Pierce desire to allow moderate consumption of alcohol at their June 16, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington from 5:00 PM to 12:00 midnight; and

WHEREAS, Joseph Johnson and Andrea Pierce have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, for the wedding reception on June 16, 2018 from 5:00 PM to 12:00 midnight.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 9th of April, 2018.

APPROVED this ____ day of April, 2018.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, City Clerk

CONSENT AGENDA ITEM NO. 7O

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an application submitted by RoadSmart, LLC d/b/a RoadSmart, located at 1513 Morrissey Drive, requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The attached application of RoadSmart, LLC d/b/a RoadSmart, located at 1513 Morrissey Drive, requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week be approved upon all compliance with contingencies of all employees serving alcohol complete BASSET.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Bloomington Liquor Commissioner Tari Renner called a public hearing on March 13, 2018 on the application submitted by RoadSmart, LLC d/b/a RoadSmart, located at 1513 Morrissey Drive, requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week.

Present were: Commissioners Tari Renner and Lindsey Powell; George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Cherry Lawson, City Clerk.

Commissioner Renner asked if Brandon Newbanks, owner of RoadSmart, LLC d/b/a RoadSmart, located at 1513 Morrissey Drive has taken steps for BASSET Certification and Mr. Newbanks responded that all necessary employees have their certificates.

Commissioner Renner asked for a motion to approve this item to be presented before the City Council at the April 9, 2018 Council Meeting for consideration.

Commissioner Powell motioned seconded by Commissioner Renner.

Ayes: Commissioners Powell and Renner

Nays: None

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 3, 2018 in accordance with City Code. In accordance with City Code, approximately 109 courtesy copies of the Public Notice were mailed on March 5, 2018. In addition, the Agenda for the March 13, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: This is a new liquor license. The current annual license fee is $1,300 which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 118.

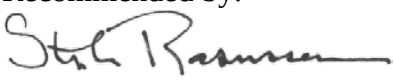
COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:	Cherry L. Lawson, City Clerk
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Scott Rathbun, Sr. Budget Manager
Legal review by:	George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Creation of New License Findings
- Questionnaire and Application
- Aerial Map

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;
(2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
(3) The character and nature of the proposed establishment;
(4) The general design, layout and contents of the proposed establishment;
(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;
(7) The financial responsibility of the applicant;
(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
(9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
(11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
(12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
(13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
(14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;
(c) The number of employees at the establishment and their proposed function;
(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

LIQUOR LICENSE QUESTIONNAIRE

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57 revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

1. **LEGAL REQUIREMENTS:**

(a)	Have you attained the age of 21 years?	Yes
(b)	Have you been a resident of the City of Bloomington for one year?	No
(c)	Are you a citizen of the United States?	Yes
(d)	Are you a person of good character and reputation?	Yes
(e)	Have you ever been convicted of a felony under the laws of the United States or any state?	No
(f)	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	No
(g)	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	No
(h)	Have you ever had a Bloomington liquor license revoked for any cause?	No
(i)	(If applicant is a corporation). Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence?	No
(j)	Is the Manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?	No

(k) Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor? No

(l) Do you own or have a valid lease to the premises for which the license is sought? Yes

(m) Are you eligible for a state retail liquor dealer's license? Yes

(n) Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children? No

2. **NATURE OF LICENSE:**

(a) What class liquor licenses are you seeking? GPB, S

(b) What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop). C-Store

(c) State the significance of a liquor license to your establishment, present or future. Beer and wine will be one of the main revenue streams of the inside store sales.

(d) How will a liquor license of the kind requested benefit the City of Bloomington and its residents? It will provide a new convenient location to purchase alcohol for residents and tax revenue.

(e) Upon what facts do you base your answers to the previous question? My experience as an owner of another retail business.

(f) Do you intend to furnish live entertainment in the establishment to be licensed? No

(g) If you answer "YES" to the previous question, state the nature of such entertainment.

(h) Will most of the establishment's gross revenue come from sources other than sale of alcohol? Yes

(i) If you answered "YES" to the previous question, from what sources will such revenue be derived? Fuel Sales

(j) Do you intend to obtain and use a dance license? No

(k) If establishment is not in operation, attach a drawing showing:
(1) General design of establishment;
(2) Where alcohol is to be distributed and/or served.

3. **IMPACT OF ESTABLISHMENT:**

(a) State the location of the establishment. 1513 Morrissey Dr.

(b) What hours will the establishment be open? 5am - 10pm

(c) What type or types of building(s) adjoin the establishment? Retail business

(d) If any adjoining buildings are office or commercial, approximately what hours are they open for business? 5am - 10pm

(e) If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? No adjoining buildings are residential

(f) Describe streets immediately adjoining the establishment (e.g. Approximate width, one or two-way, parking restrictions, etc.) Morrissey Dr is 4 lanes with a turn lane into the establishment

(g) How much additional traffic do you expect the establishment with a liquor license to generate? Average 10-15 customers per day

(h) Describe on and off street parking facilities to handle traffic anticipated. parking spaces on S side of lot, in front of building, at gas pumps

(i) How many establishments with liquor licenses are located within the immediate area of your establishment? 3

(j) What do you estimate to be the demand for your establishment in the area in which it is or will be located? $7500 - 10,000 per month due to the high traffic count at the business location

(k) Upon what facts do you base your answer to the previous question? previous owner statements, industry research

4. **RESPONSIBILITY:**

(a) If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year.

(b) If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).

(c) Do you now or have you ever had a Bloomington liquor licenses? No

(d) If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? _____

DATED this 25 day of Jan, 2018.

SIGNED: [redacted]

(Name)

[redacted]

(Address)

[redacted]

(City) (State)

(Name)

(Address)

(City) (State)

(Name)

(Address)

(City) (State)

LICENSE APPLICATION
For the Sale of Alcoholic Beverages

TO THE LOCAL LIQUOR CONTROL COMMISSIONER OF THE CITY OF BLOOMINGTON, McLEAN COUNTY. ILLINOIS:

1. Application is herein made a CLASS GPB LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is ____ an individual; ____ a partnership; ✓ a corporation; (Check one)

A. If an individual: Name _____ Age _____

Address _____

Legal resident of City of Bloomington for more than One (1) year? Yes ____ No ____

B. If a partnership: Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ____ No ____

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ____ No ____

C. If a corporation, state whether same is organized for profit ✓ or nonprofit ____, under laws of the State of Illinois

Date of incorporation Dec. 28, 2017

Objects of incorporation according to Charter of corporation. (Attach additional information by separate sheet if necessary)

Following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, his name and address:

Name: [redacted] Title or position: President

Address: [redacted] City/State/Zip [redacted]

Name: _____ Title or position: _____

Address: _____ City/State/Zip _____

Name: _____ Title or position: _____

Address: _____ City/State/Zip _____

Name: _____ Title or position: _____
Address: _____ City/State/Zip _____

3. This application is for renewal of license now held ____ or an original application ✓ (Check one)

4. Location and description of the premises or place of business to be operated under this license
1513 Morrissey Dr. former Fast Stop gas station/convenience store
A. Trade Name RoadSmart, LLC.

5. Is this location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children? Yes_____ No ✓

6. Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public? Yes_____ No ✓

7. Is it proposed to sell food in this place of business? Yes ✓ No_____

8. Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages? Yes ____ No ✓

9. Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? Yes ____ No ✓ If yes, fully explain.

10. Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? Yes ____ No ✓ If yes, give further details.

11. Has a similar application ever been refused for cause that has been made by any of the foregoing persons? Yes ____ No ✓

12. Is the applicant herein, the owner of the premises for which this license is sought? Yes ____ No ✓

13. If no, the name of the building owner: Name Ramesh Atluri
Address 177 Raptor Ct. Forsyth IL 62535
Term of written lease, from (date) Mar. 1, 2018 to Mar. 1, 2019
(Copy of Lease attached)

14. Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?
Yes_____ No ✓

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 25 day of Jan., 2018.

A. (Individual) [redacted]
Individual's signature

B. (Partnership) _____
Business Name

(All Partners of applicant) _____

C. (Corporation) RoadSmart, LLC. [redacted]
(Corporate Name) (President of Corporation)

Attest: _____
(Secretary)

And the following officers, directors, or majority stockholder:

_____ _____

_____ _____

STATE OF ILLINOIS.)
) SS
COUNTY OF McLEAN)

_____ _____

[redacted] _____

being first duly sworn on their respective oaths say that they comprise all of the owners, partners, officers, directors, or majority stockholders of the above named applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and Sworn to before me this 29 day of January, 2018.

[redacted]

(Notary Public)

My commission expires on Dec 16, 2018.

"OFFICIAL SEAL"
ALICIA Y. HAYWOOD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES DECEMBER 16, 2018

LICENSE APPLICATION
FOR SUNDAY SALE OF ALCOHOLIC BEVERAGES

TO: The Liquor Control Commissioner of the City of Bloomington, McLean County, Illinois

NAME OF APPLICANT RoadSmart, LLC [redacted]
Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS GPB LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.

2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.

3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:

   (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;

   (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;

   (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and

   (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

Dated this 25 day of Jan, 2018.

A. (Individual) _____
(Name)

B. (Partnership) _____
(Business Name)

All partners of applicant: _____

C. (Corporation)

RoadSmart LLC
(Corporate Name)

By: [redacted]
(Name of Officer: President)

Attest:

Secretary

And the following officers, directors, or majority stockholders:

[redacted]

STATE OF ILLINOIS,)
) ss.
County of McLean,)

[redacted]

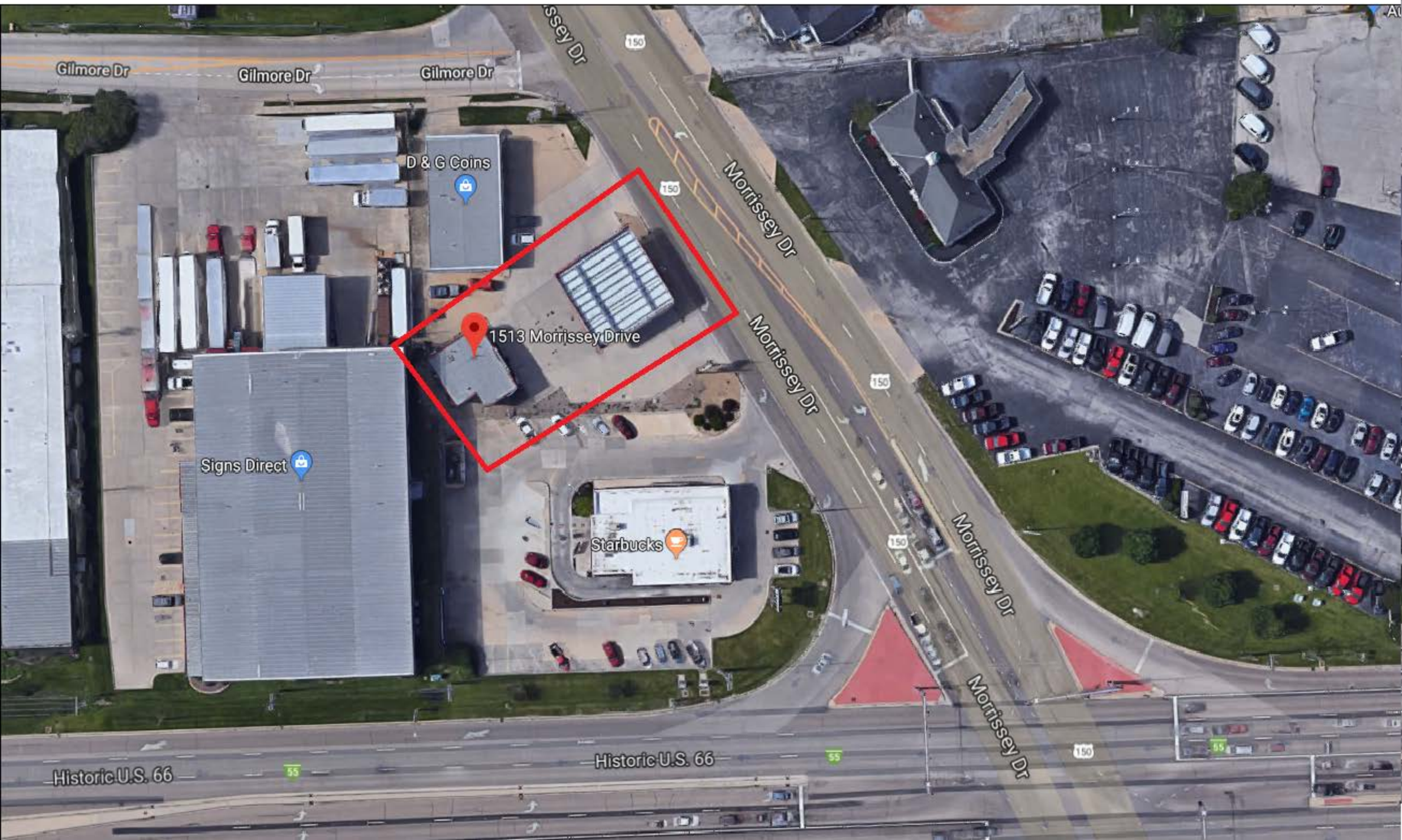
being first sworn on their respective oaths say that they comprise all of the owners, partners, officers, directors, or majority stockholders of the above named applicant in accordance with definitions of the Bloomington City Code 1960; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and sworn to before me this 29 day of January, 2018

[redacted]

"OFFICIAL SEAL"
ALICIA Y. HAYWOOD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES DECEMBER 16, 2018

RoadSmart, LLC
1513 Morrissey Drive - Bloomington, IL 61701



CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an application submitted by Station Two Twenty, Inc., d/b/a Bakery and Pickle Bar located at 513 N. Main Street, requesting a RAS liquor license which would allow the sale of all types of liquor by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The attached application of Station Two Twenty, Inc., d/b/a Bakery and Pickle Bar located at 513 N. Main Street, requesting a RAS liquor license which would allow the sale of all types of liquor by the glass for consumption on the premises seven (7) days a week be approved upon all compliance with contingencies of all employees serving alcohol complete BASSET.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Bloomington Liquor Commissioner Tari Renner called a public hearing on March 13, 2018 on the application submitted by Station Two Twenty, Inc., d/b/a Bakery and Pickle Bar located at 513 N. Main Street, requesting a RAS liquor license which would allow the sale of all types of liquor by the glass for consumption on the premises seven (7) days a week.

Present were: Commissioners Tari Renner and Lindsey Powell; George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Cherry Lawson, City Clerk.

Commissioner Renner opened the Public Hearing to receive testimony on this item and asked persons wishing to make a comment to come forward and sign in. He stated, this is an application for a RAS liquor license which would allow the sale of all types of liquor by the glass for consumption on the premises seven (7) days a week.

George Boyle, Asst. Corporation Counsel, asked Ken Myszka, owner of Station Two Twenty, Inc., d/b/a Bakery and Pickle Bar located at 513 N. Main Street, to explain his business plan. Mr. Myszka explained that the Bakery and Pickle Bar is similar to his current business, Epiphany Farms, in that everything is locally grown. Mr. Myszka indicated that the Bakery and Pickle Bar is already open for business. Mr. Myszka clarified that while the location is open as a bakery currently, the approval of a RAS liquor license will allow the business to broaden its purpose. The business will only sell liquor from 5 p.m. to 12 a.m. Thursday through Saturday, with the hope of opening for more days after the business has proved itself by doing well. The location will seat

about 88, including the bar. Mr. Myszka stated this restaurant will serve a variety of meals and will involve an atmosphere similar to a speakeasy, where customers will have to have a password in order to get in; to get this password, they will need to be active on the social media pages of the business.

Commissioner Renner asked for a motion to approve this item to be presented before the City Council at the April 9, 2018 Council Meeting for consideration.

Commissioner Powell motioned seconded by Commissioner Renner.

Ayes: Commissioners Powell and Renner

Nays: None

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 3, 2018 in accordance with City Code. In accordance with City Code, approximately 119 courtesy copies of the Public Notice were mailed on March 5, 2018. In addition, the Agenda for the March 13, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: This is a new liquor license. The current annual license fee is $2,600 which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 118.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

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

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- Creation of New License Findings
- Questionnaire and Application
- Aerial Map

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;
(2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
(3) The character and nature of the proposed establishment;
(4) The general design, layout and contents of the proposed establishment;
(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;
(7) The financial responsibility of the applicant;
(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
(9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
(11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
(12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
(13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
(14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;
(c) The number of employees at the establishment and their proposed function;
(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

LIQUOR LICENSE QUESTIONNAIRE

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57 revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

1. **LEGAL REQUIREMENTS:**

(a)	Have you attained the age of 21 years?	Yes
(b)	Have you been a resident of the City of Bloomington for one year?	No
(c)	Are you a citizen of the United States?	Yes
(d)	Are you a person of good character and reputation?	Yes
(e)	Have you ever been convicted of a felony under the laws of the United States or any state?	No
(f)	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	No
(g)	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	No
(h)	Have you ever had a Bloomington liquor license revoked for any cause?	No
(i)	(If applicant is a corporation). Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence?	No
(j)	Is the Manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?	No

(k) Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor? No

(l) Do you own or have a valid lease to the premises for which the license is sought? Yes

(m) Are you eligible for a state retail liquor dealer's license? No

(n) Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children? No

2. **NATURE OF LICENSE:**

(a) What class liquor licenses are you seeking? SA

(b) What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop). Restaurant

(c) State the significance of a liquor license to your establishment, present or future. Very Critical to operate business.

(d) How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Additional Sales to currently vacant space, With Sales tax to the City. Also attracting visitors to downtown giving an another option to residents for dining out.

(e) Upon what facts do you base your answers to the previous question? With Operation history of Corporation's other business in Bloomington downtown which holds liquor license.

(f) Do you intend to furnish live entertainment in the establishment to be licensed? No

(g) If you answer "YES" to the previous question, state the nature of such entertainment.

(h) Will most of the establishment's gross revenue come from sources other than sale of alcohol? Yes

(i) If you answered "YES" to the previous question, from what sources will such revenue be derived? Food

(j) Do you intend to obtain and use a dance license? No

(k) If establishment is not in operation, attach a drawing showing:
(1) General design of establishment;
(2) Where alcohol is to be distributed and/or served.

3. **IMPACT OF ESTABLISHMENT:**

(a) State the location of the establishment. 513 N. Main St. Bloomington IL 61701

(b) What hours will the establishment be open? 10am – Midnight.

(c) What type or types of building(s) adjoin the establishment? Apartments, bars

(d) If any adjoining buildings are office or commercial, approximately what hours are they open for business? 3pm – 2am (Fat Jacks Bar)

(e) If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? NA

(f) Describe streets immediately adjoining the establishment (e.g. Approximate width, one or two-way, parking restrictions, etc.) 2 lanes one way with street parking.

(g) How much additional traffic do you expect the establishment with a liquor license to generate? ~~expecting~~ Avg. 100 customers per day

(h) Describe on and off street parking facilities to handle traffic anticipated. Street parking + parking garage about 0.2 miles away.

(i) How many establishments with liquor licenses are located within the immediate area of your establishment? Approx. 5

(j) What do you estimate to be the demand for your establishment in the area in which it is or will be located? expecting avg. 100 customers per day

(k) Upon what facts do you base your answer to the previous question? From Corporation's operational history

4. **RESPONSIBILITY:**

(a) If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year.

(b) If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation). Attached with questionnaire .

(c) Do you now or have you ever had a Bloomington liquor licenses? Yes

(d) If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? None

DATED this 29th day of February, 2018.

SIGNED:

[redacted]

(City) (State)

[redacted]

(City) (State)

[redacted]

(City) (State)

LICENSE APPLICATION
For the Sale of Alcoholic Beverages

TO THE LOCAL LIQUOR CONTROL COMMISSIONER OF THE CITY OF BLOOMINGTON, McLEAN COUNTY. ILLINOIS:

1. Application is herein made a CLASS SAS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is ____ an individual; ____ a partnership; X a corporation; (Check one)

A. If an individual: Name _____ Age _____

Address _____

Legal resident of City of Bloomington for more than One (1) year? Yes ____ No ____

B. If a partnership: Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ____ No ____

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ____ No ____

C. If a corporation, state whether same is organized for profit X or nonprofit ____, under laws of the State of Illinois

Date of incorporation 6/25/13

Objects of incorporation according to Charter of corporation. (Attach additional information by separate sheet if necessary)

Following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, his name and address:

Name: [redacted] Title or position: President

Address: [redacted] City/State/Zip [redacted]

Name: [redacted] Title or position: Vice President.

Address: [redacted] City/State/Zip [redacted]

Name: [redacted] Title or position: Secretary/Treasurer.

Address: [redacted] City/State/Zip [redacted]

Name: _____ Title or position: _____
Address: _____ City/State/Zip _____

3. This application is for renewal of license now held ____ or an original application X (Check one)

4. Location and description of the premises or place of business to be operated under this license
413 N. Main St. Bloomington, IL 61701 / Downtown Bloomington.
A. Trade Name Bakery and Pickle Bar.

5. Is this location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children? Yes_____ No X

6. Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public? Yes_____ No X

7. Is it proposed to sell food in this place of business? Yes X No_____

8. Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages? Yes ____ No X

9. Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? Yes ____ No X If yes, fully explain.

10. Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? Yes ____ No X If yes, give further details.

11. Has a similar application ever been refused for cause that has been made by any of the foregoing persons? Yes ____ No X

12. Is the applicant herein, the owner of the premises for which this license is sought? Yes ____ No X

13. If no, the name of the building owner: Name Fred Wollrab
Address 107 Hilltop Rd. Bloomington, IL 61701
Term of written lease, from (date) 3/1/18 to 2/28/23
(Copy of Lease attached)

14. Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?
Yes_____ No X

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 27th day of February, 2018.

A. (Individual) _____
Individual's signature

B. (Partnership) _____
Business Name

(All Partners of applicant) _____
_____
_____

C. (Corporation) Station Two Twenty Inc. [redacted]
(Corporate Name) (President of Corporation)

Attest: _____
(Secretary)

And the following officers, directors, or majority stockholder:

_____ _____

_____ _____

STATE OF ILLINOIS.)
) SS
COUNTY OF McLEAN)

_____ _____

_____ _____

being first duly sworn on their respective oaths say that they comprise all of the owners, partners, officers, directors, or majority stockholders of the above named applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and Sworn to before me this 26 day of Feb, 2018.

[redacted]

(Notary Public)

OFFICIAL SEAL
ANDREW J COFFEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/17/21

My commission expires on 8-17, 2018.

LICENSE APPLICATION
FOR SUNDAY SALE OF ALCOHOLIC BEVERAGES

TO: The Liquor Control Commissioner of the City of Bloomington, McLean County, Illinois

NAME OF APPLICANT Station Two Twenty Inc. dba Bakery and Pickle Bar
Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS SAS LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.

2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.

3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:

   (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;

   (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;

   (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and

   (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

Dated this 27th day of February, 2018.

A. (Individual) _____
(Name)

B. (Partnership) _____
(Business Name)

All partners of applicant: _____

C. (Corporation) [redacted]

Station Two Twenty Inc.
(Corporate Name)

By: Ken R. Myszka
(Name of Officer: President)

Attest:

_____
Secretary

And the following officers, directors, or majority stockholders:

_____	_____
_____	_____
_____	_____

STATE OF ILLINOIS,)
) ss.
County of McLean,)

Ken R. Myszka,	_____,
_____,	_____,
_____,	_____,

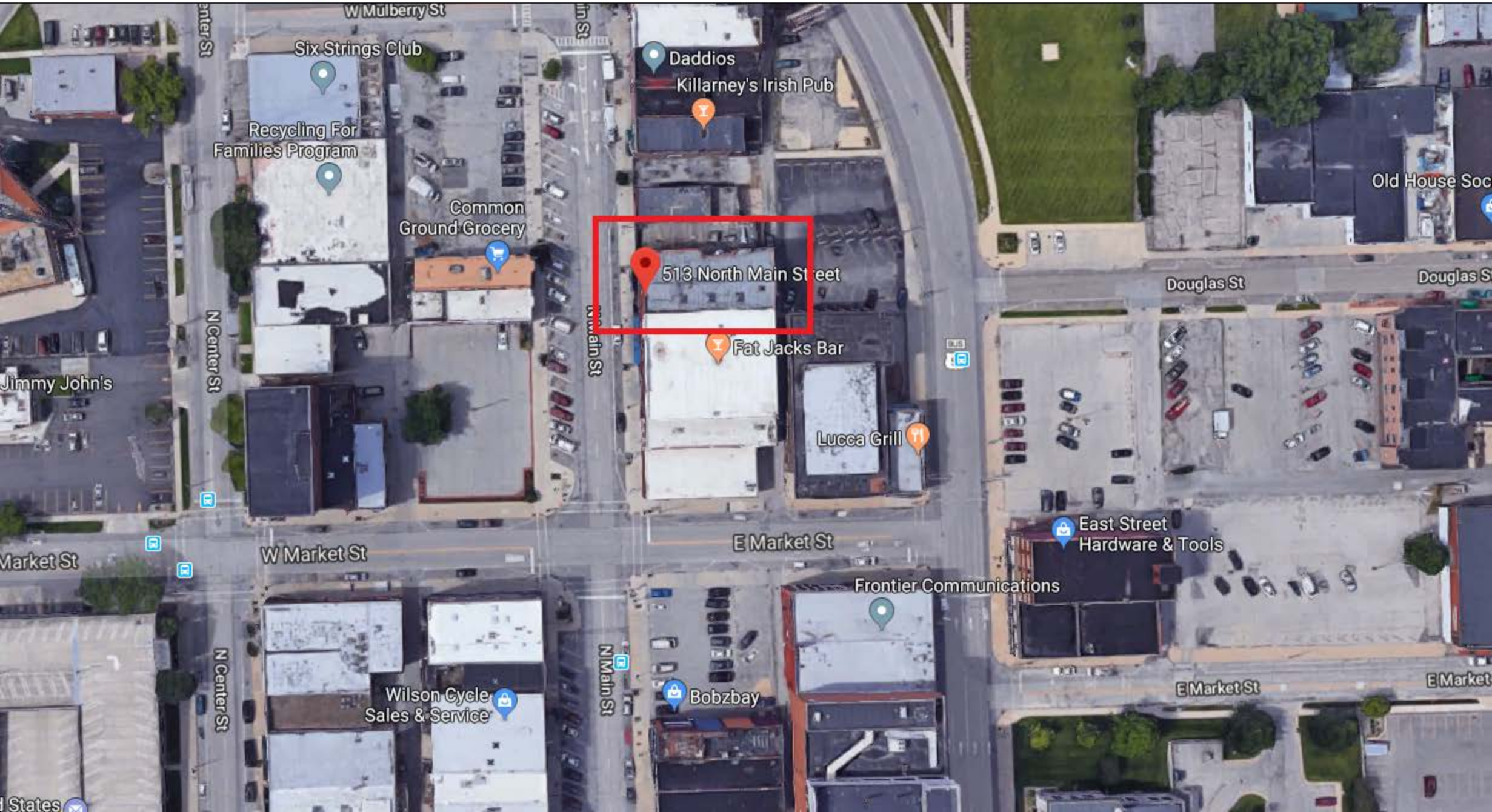
being first sworn on their respective oaths say that they comprise all of the owners, partners, officers, directors, or majority stockholders of the above named applicant in accordance with definitions of the Bloomington City Code 1960; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and sworn to before me this 28 day of Feb, 2018

[redacted]
Notary Public

OFFICIAL SEAL
ANDREW J COFFEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/17/21

Station Two Twenty d/b/a Bakery and Pickle Bar
513 N. Main Street - Bloomington, IL 61701



PUBLIC HEARING

PUBLIC HEARING AGENDA ITEM NO. 8A

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Community Development –
Office of Economic Development

SUBJECT: Public Hearing for the proposed Downtown East Washington Street Redevelopment Project Area as scheduled by Ordinance 2018-08 which was approved on February 12, 2018 and recommend by the City's Office of Economic Development.

A. Presentation by Mike Weber, Director, PGAV Planners, 10 minutes.
B. Open Public Hearing
C. Public Comment
D. Close Public Hearing

RECOMMENDATION/MOTION: The public hearing be convened for the proposed Downtown East Washington Street Redevelopment Project Area.

STRATEGIC PLAN LINK: See Community Development Impact below.

STRATEGIC PLAN SIGNIFICANCE: See Community Development Impact below.

BACKGROUND: On June 12, 2017, by adoption of Ordinance #2017-48, the City Council directed Tax Increment Finance (TIF) consultant Peckham Guyton Albers & Viets (PGAV) to complete a Feasibility Study and Redevelopment Plan for the proposed Downtown East Washington Street TIF District. The Feasibility Study and Redevelopment Plan was presented to the City Council on February 12, 2018 by Economic Development Coordinator Austin Grammer.

The TIF Act calls for the City to hold a public hearing so that all interested persons or affected taxing districts may provide verbal or written feedback in support or objection with respect to any issues regarding the approval of the proposed Redevelopment Plan, designation of the Project Area, and adoption of tax increment allocation financing. The TIF Act requires the public hearing to be scheduled at least 45 days after the adoption of an ordinance setting a date and time for the public hearing. At the February 12th meeting, the City Council adopted Ordinance #2018-08 establishing that the required public hearing would be held on April 9, 2018 at 7:00PM.

The City's Tax Increment Finance Consultant Mike Weber, Director, PGAV Planners, will provide a brief summary of the Redevelopment Plan. After Mr. Weber's presentation, it would then be appropriate for the Council to convene a public hearing and to accept public comment on the proposed Downtown East Washington Street Redevelopment Project Area. Once all public comment has been received, it would be in order for the Council to adjourn the public hearing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A copy of the Redevelopment Plan was placed on file in the City Clerk's Office on February 1, 2018. A notice of the availability to review the Redevelopment Plan in the Clerk's Office has been mailed to all parties registered on the Interested Parties Registry and to all residential addresses within 750 feet of the boundaries of the proposed TIF District. Additionally, a notice of the public hearing has been sent via certified mail to the owners of property included within the boundary the proposed TIF District.

In compliance with the TIF Act, staff has mailed a notice of this public hearing to all of the affected taxing districts and to the Illinois Department of Commerce and Economic Opportunity. The taxing districts were also provided with a copy of the Redevelopment Plan. Representatives from Bloomington School District #87, McLean County, Heartland Community College, the City of Bloomington Township, and the City of Bloomington were invited to attend a meeting of the Joint Review Board on March 9, 2018. The members of the Joint Review Board voted to recommend that the City Council approve the Redevelopment Plan and Project and adopt the three ordinances that would establish of the proposed Redevelopment Project Area.

The Redevelopment Plan can be viewed at www.cityblm.org/TIF

FINANCIAL IMPACT: None at this time.

COMMUNITY DEVELOPMENT IMPACT: TIF Districts are a recommended tool in the "Economic Development Incentives Toolkit" detailed on page 97 of the City's Comprehensive Plan 2035. The proposed Downtown East Washington Street TIF District is aligned with the following goals and objectives of the Comprehensive Plan 2035:

Goal ED-4 Enhance the image of Bloomington as a business friendly community.
ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.
ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments
ED-4.4 Evaluate commercial land use needs in the context of changing economic trends
ED-4.5 Identify and reduce barriers for local growth and economic development

Goal D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.
D-1.1 Strengthen business recruitment and retention activities
D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors
D-1.4 Develop a wide variety of Downtown housing options

Goal D-2 Market and promote the unique brand and image of Downtown Bloomington.
D-2.1 Identify and designate gateways to Downtown [East Washington Street]

Goal D-6 Reinforce the connections between Downtown and adjacent neighborhoods.
D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods

D-6.3 Pursue public-private development opportunities with major employers seeking employee housing near offices

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

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Bob Mahrt, Interim Community Development Director

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

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

Legal review by: Kathleen Field Orr, Special Counsel to the City

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 1B - Ordinance #2018-08
- 1C - Proposed Downtown East Washington Street TIF District Power Point Presentation

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS.

CERTIFICATE

I, Cherry Lawson City Clerk of the City of Bloomington, McLean County and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2018 - 08:

"AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A PUBLIC HEARING ON THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN FOR THE DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA"

which was adopted by the Mayor and City Council of the City of Bloomington on the 13th day of February, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of The City of Bloomington this 13th day of February, 2018.

Cherry L. Lawson, City Clerk

ORDINANCE NO. 2018 - 08

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A PUBLIC HEARING ON THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN FOR THE DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA

WHEREAS, the City of Bloomington, McLean County, Illinois (the "*City*") is a municipal corporation and political subdivision of the State of Illinois and as such is reviewing the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the "*Act*") for purposes of designating the Downtown East Washington Street Redevelopment Project Area; and,

WHEREAS, pursuant to the Act, the City is required to adopt an ordinance fixing the time and place for a public hearing on the proposed Downtown East Washington Street Redevelopment Project Area; and,

WHEREAS, the City desires to adopt this Ordinance in order to comply with such requirements of the Act.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. It is necessary and in the best interests of the City that a public hearing be held prior to the consideration of the adoption by the Mayor and City Council of the City (the "*Corporate Authorities*") of an ordinance or ordinances approving the Tax Increment Financing Redevelopment Plan Downtown East Washington Street Redevelopment Project Area (the "*Plan and Project*"), designating the Downtown East Washington Street Redevelopment Project Area (the "*Project Area*") and adopting tax increment allocation financing, and accordingly, it is necessary that a date for such public hearing be established and notice thereof be given, all in accordance with the provisions of the Act.

Section 3. It is hereby determined that a public hearing (the "*Hearing*") on the proposed Plan and Project for the proposed Project Area, as legally described in *Exhibit A*, attached hereto and made a part hereof this Ordinance, shall be held on the 9th day of April, 2018 at 7:00 p.m., at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois.

Section 4. Within a reasonable time after the adoption of this ordinance, a copy of the Plan and Project along with the name of the contact person at the City shall be sent to the affected taxing districts by certified mail.

Section 5. Notice of the Hearing is hereby authorized to be given by publication and mailing, said notice by publication to be given at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the Hearing in a newspaper of general circulation within the taxing districts having property in the Project Area, and notice by mailing to be given by depositing such notice in the United States mail by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Project Area and to each residential address located within the Project Area, not less than ten (10) days prior to the date set for the Hearing. In the event taxes for the last preceding year were not paid, notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as owner(s) of such property.

Section 6. Notice of the Hearing is hereby directed to be in substantially the form found in *Exhibit B* which is attached hereto and made a part hereof.

Section 7. The above notice is hereby directed to be given by mail, not less than forty-five (45) days prior to the date set for the Hearing, to all taxing districts of which taxable property is included in the proposed Project Area and to the Illinois Department of Commerce

and Economic Opportunity ("*DCEO*"). Notice shall include an invitation to each taxing district and DCEO to submit written comments to the City, in care of the City Clerk of the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois 61701 concerning the subject matter of the Hearing prior to the date of the Hearing.

Section 8. It is hereby ordered that a Joint Review Board (the "*Board*") shall be convened on the 9th day of March, 2018 at 1:00 p.m., at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, which is not sooner than fourteen (14) days nor later than twenty-eight (28) days following the notice to be given to all taxing districts, as provided in Section 7 above, to review the public record, the proposed Plan and Project and the proposed ordinances approving the proposed Plan and Project. The Joint Review Board shall consist of a representative selected by the community college district, the local community unit school district, the township, and county all of which have authority to directly levy taxes on the property in the proposed Project Area, a representative selected by the City, and a public member to be selected by a majority of other Board members, and shall act in accordance with the applicable provisions of the Act.

Section 9. The document entitled Tax Increment Financing Redevelopment Plan Downtown East Washington Street Redevelopment Project Area has been available for inspection and review commencing the 1st day of February, 2018, which is more than 10 days prior to the adoption of this Ordinance at the office of the City Clerk at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois, during regular office hours.

Section 10. Notice of the establishment of an interested parties' registry which entitles all registrants to receive information on activities related to the proposed designation of a redevelopment project area and the preparation of a redevelopment plan and project is hereby authorized.

Section 11. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 12. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 13. This Ordinance shall be in full force and effect immediately upon its passage.

PASSED this 12th day of February, 2018.

APPROVED this 13th day of February, 2018

CITY OF BLOOMINGTON:

Tari Renner, Mayor

ATTEST:

Cherry L. Lawson, City Clerk

AYES: Alderman Mathy, Sage, Mwilambwe, Schmidt, and Bray

NAYS: Alderman Painter

RECUSE: Alderman Burgas

ABSENT: Alderman Hauman

Exhibit A

Legal Description

Downtown East Washington Street Redevelopment Project Area

A part of the SE¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Gridley Street with the south right of way line of East Front Street; thence Northerly on the west right of way line of said Gridley Street to the point of intersection with the westerly extension of the north right of way line of the alley in Block 2 Evan's Addition; thence Easterly on the westerly extension of the north right of way line of said alley and the north right of way line of said alley to the west right of way line of North McLean Street; thence Northerly on the west right of way line of said North McLean Street to the point of intersection with the westerly extension of the north line of the South 56 feet of Lot 6 in Block 1 said Evan's Addition; thence Easterly on the westerly extension of and the north line of the south 56 feet of Lot 6 in Block 1 said Evan's Addition to the west line of Lot 5 in Block 1 said Evan's Addition; thence Southerly to the northwest corner of the South 45 feet of Lot 5 in Block 1 said Evan's Addition; thence Easterly to the northeast corner of the South 45 feet of Lot 5 in Block 1 said Evan's Addition; thence Southerly on the east line of said Lot 5 and the east line of Lot 8 in Block 1 said Evan's Addition to the north right of way line of East Jefferson Street; thence Easterly on the north right of way line of said East Jefferson Street to the point of intersection with the east right of way line of Evans Street; thence Southerly on the east right of way line of said Evans Street to the point of intersection with the south right of way line of East Washington Street; thence Westerly on the south right of way line of said East Washington Street to the point of intersection with the east right of way line of McLean Street; thence Southerly on the east right of way line of said McLean Street to the point of intersection with the south right of way line of said East Front Street; thence Westerly to the Point of Beginning, EXCEPT Lot 1 and the East 8 feet of Lot 2 in Block 3 said Evan's Addition, ALSO EXCEPT Lot 12 and the East 30 feet of Lot 11 in Block 3 said Evan's Addition described in Warranty Deed recorded as Document No. 2014-17877, PIN (44) 21-04-407-006.

Exhibit B

NOTICE OF PUBLIC HEARING

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, PROPOSED APPROVAL OF THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN FOR THE DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA

Notice is hereby given that on the 9th day of April, 2018 at 7:00 p.m., at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois, a public hearing (the "*Hearing*") will be held to consider the approval of the proposed Tax Increment Financing Redevelopment Plan Downtown East Washington Street Redevelopment Project Area (the "*Plan and Project*"), the designation of the Downtown East Washington Street Redevelopment Project Area (the "*Project Area*") and the adoption of tax increment financing therefore The Project Area consists of the territory legally described on Exhibit A and generally described as follows: Generally the three and one-half city blocks bounded by an alley between E. Monroe Street and E. Jefferson Street on the north, N. Gridley Street on the east, E. Front Street on the south and N. Evans Street on the west.

The Plan and Project objectives are to reduce or eliminate blighting conditions, to enhance the tax base of the City and other affected taxing districts by encouraging private investment in residential, commercial, and other mixed-use development within the Project Area, and to preserve and enhance the value of properties therein, all in accordance with the provisions of the "Tax Increment Allocation Redevelopment Act," effective January 10, 1977, as amended (the "*Act*"). The City may issue obligations to finance project costs in accordance with the Plan and Project, which obligations may also be secured by the special tax allocation fund and other available funds, if any, as now or hereafter permitted by law, and which also may be secured by the full faith and credit of the municipality.

At the Hearing, there will be a discussion of the Plan and Project, designation of the Project Area, and the adoption of tax increment allocation financing for the Project Area. The Plan and Project is on file and available for public inspection at the office of the City Clerk at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois.

Pursuant to the proposed Plan and Project, the City proposes to facilitate redevelopment of the Project Area by incurring or reimbursing eligible redevelopment project costs, which may include, but shall not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, building and fixture rehabilitation, reconstruction, renovation and repair, financing costs, and interest costs, all as authorized under the Act. The Plan and Project proposes to provide assistance by paying or reimbursing costs including, but not limited to, site assembly, analysis, professional services and administrative activities, public improvements and facilities, building rehabilitation, capital costs incurred by a taxing district as a direct result of a redevelopment project, the payment of financing and interest

costs, and such other project costs as permitted by the Act pursuant to one or more redevelopment agreements.

Tax increment financing is a public financing tool that does not raise property taxes but is used to assist economic development projects by capturing the projected increase in the property tax revenue stream to be created by the increase of the assessed value of the development or development area and investing those funds in improvements associated with the project.

At the Hearing, all interested persons or affected taxing districts may file written objections with the City Clerk and may be heard orally with respect to any issues regarding the approval of the proposed Plan and Project, designation of the Project Area, and adoption of tax increment allocation financing therefore

The Hearing may be adjourned by the Mayor and City Council of the City without further notice other than a motion to be entered upon the minutes of the Hearing fixing the time and place of the subsequent hearing.

For additional information about the proposed Plan and Project and to file comments or suggestions prior to the hearing contact Austin Grammer, Economic Development Coordinator of the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois, (309) 434-2611.

By Order of the Mayor and City Council of the City of Bloomington this 13th day of February, 2018.

Cherry L. Lawson, City Clerk

Community Development Department
Office of Economic Development

Public Hearing for the Proposed Downtown East Washington Street Redevelopment Project Area
April 9, 2018

Past Timeline:

- **June 12, 2017:** Authorized Redevelopment Agreement between City and Iceberg Development Group for redevelopment of former High School/Junior High building at 510 E. Washington into 57 age-restricted apartments with commercial spaces on ground level.
- **June 12, 2017:** Council approved Ordinance for PGAV to conduct a Feasibility Study and draft a Redevelopment Plan for the Study Area.
- **July 19, 2017:** Notice of the Interested Parties Registry published in the Pantagraph.
- **February 1, 2018:** A copy of the Redevelopment Plan was placed on file in the City Clerk's Office.
- **February 12, 2018:** Council to approved an ordinance setting a time and place for the required Public Hearing and establishing a date for the meeting of the Joint Review Board (JRB).

Past Timeline (continued):

- **March 9, 2018:** Joint Review Board Meeting @ City Hall
- **April 9, 2018:** Public Hearing @ City Hall

Proposed Future Timeline:

- **April 23, 2018:** **Council to consider three Ordinances:**
  1. Adopt TIF Plan & Redevelopment Project
  2. Designate TIF Area
  3. Adopt Tax Increment Financing for the Area
  (not less than 14 days nor more than 90 days from the close of the public hearing)

CITY OF BLOOMINGTON
COMPREHENSIVE PLAN
2035

BRING IT, BLOOMINGTON!

PLAN IT. SEE IT. LIVE IT.

The report was prepared by the McLean County Regional Planning Commission as Phase 3 of the City of Bloomington's Comprehensive Plan.

Adopted August 24, 2015

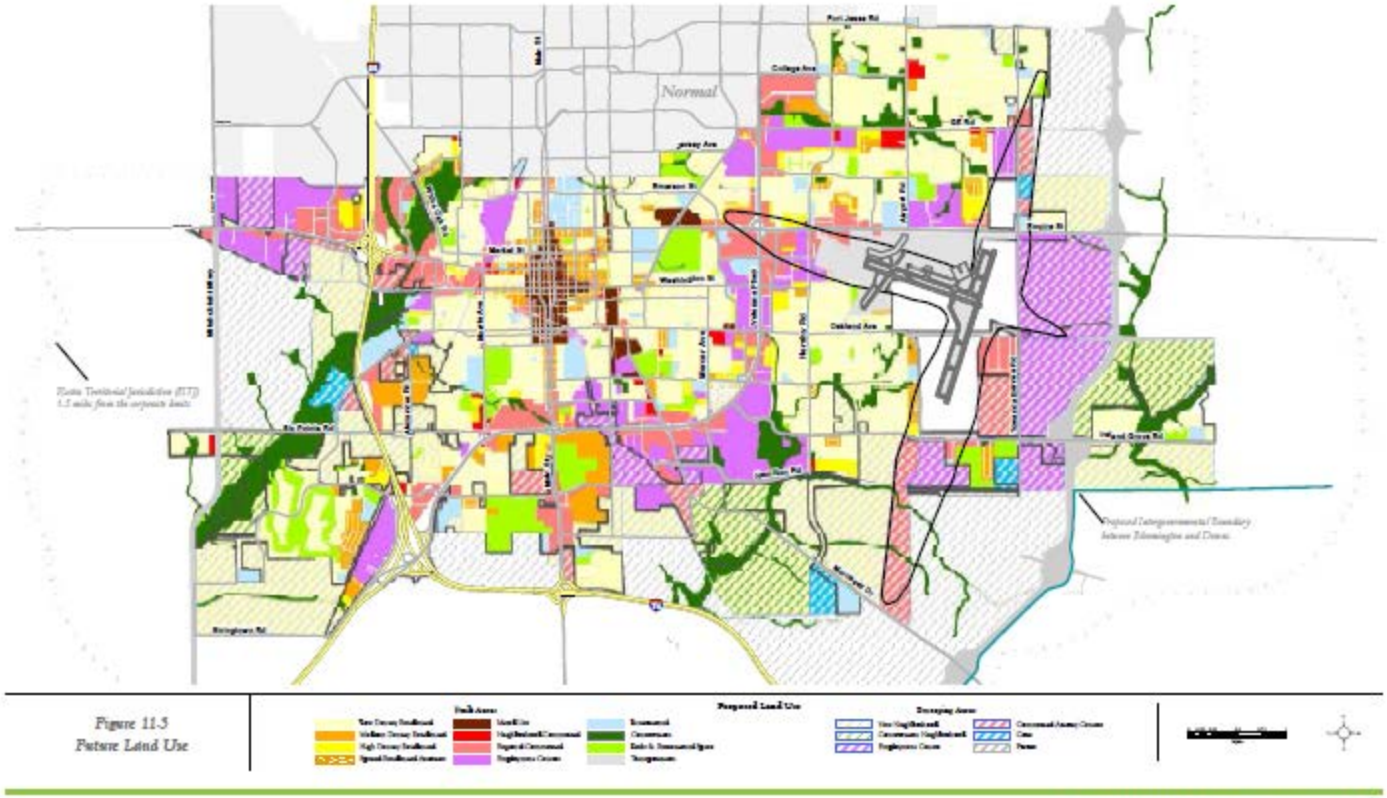


Figure 11-5
Future Land Use

Comprehensive Plan 2035

Future Growth & Land Use:

Downtown = Mixed-Use

Comprehensive Plan: Economic Development - Downtown

"This plan emphasizes that the function of the Downtown as the core attraction for employment, specialty retail, innovative mixed uses, and cultural and entertainment should be preserved and expanded."

D-1.1 Strengthen business recruitment and retention activities.

**D-1.1g Prioritize mixed-use development/redevelopment projects for the Downtown area. *(City of Bloomington, ongoing)*

**D-1.1h Continue to develop, promote and provide incentives for property owners or developers to reinvest in Downtown. *(City of Bloomington, ongoing)*

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors.

D-1.2d Leverage Downtown assets, such as the Route 66 Visitors Center, to attract other catalyst projects. *(City of Bloomington, ongoing)*

Comprehensive Plan: Economic Development - Downtown

D-1.4 Develop a wide variety of Downtown housing options.

**D-1.4a Encourage the inclusion of residential units in mixed-use redevelopment. *(City of Bloomington, ongoing)*

D-1.4e Improve parking access/facilities for Downtown residents. *(City of Bloomington, ongoing)*

D-2. Market and promote the unique brand and image of Downtown Bloomington.

D-2.6 Encourage commercial and corporate uses along the U.S. 51 corridor surrounding the Downtown core. *(City of Bloomington, ongoing)*

D-2.6b Coordinate parking deck access points and side street parking to support longer-term parking along couplet. *(City of Bloomington, ongoing)*

Comprehensive Plan: Economic Development

METRICS

- Equalized assessed value (EAV) of the identified infill and redevelopment sites/areas
- EAV along the key corridors identified for revitalization
- Gateways enhanced

ECONOMIC DEVELOPMENT INCENTIVES TOOLKIT

- Tax Increment Financing (TIF)
- Sales Tax Rebates / Development Agreements

Tax Increment Financing Redevelopment Plan

Downtown East Washington Street Redevelopment Project Area

Prepared for

City of Bloomington, Illinois

Prepared by

PGAV PLANNERS

February 1, 2018

CITY OF Bloomington ILLINOIS

Office of Economic Development

Tax Increment Financing
Redevelopment Plan

Downtown East Washington Street
Redevelopment Project Area

www.cityblm.org/TIF

Downtown-East Washington Street Redevelopment Project Area

Exhibit B: Downtown East Washington Street Study Area

Downtown-East Washington Street Redevelopment Project Area

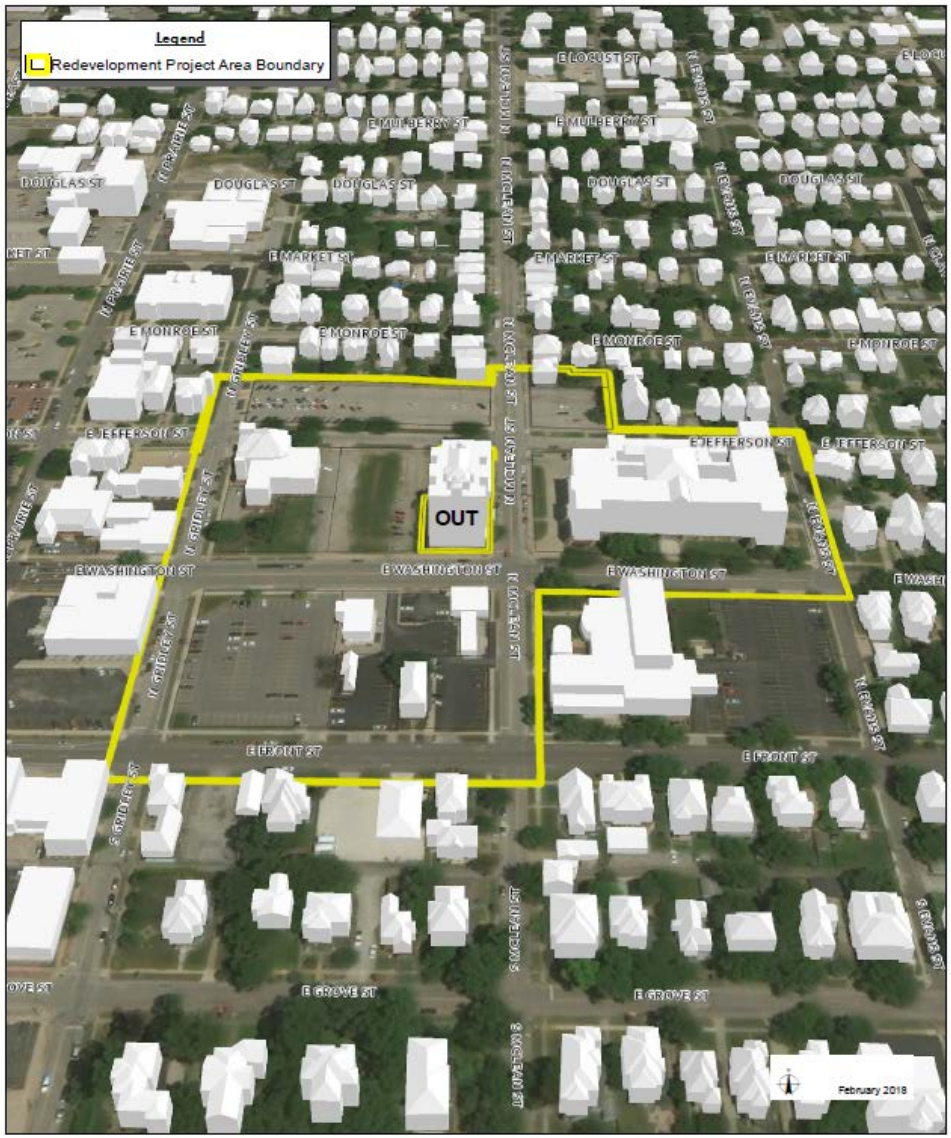


Exhibit A-1 - Redevelopment Project Area Boundary

Downtown East Washington Street Redevelopment Project Area

PGAV PLANNERS Bloomington ILLINOIS

Downtown-East Washington Street Redevelopment Project Area

Exhibit B - Existing Land Use

Downtown East Washington Street Redevelopment Project Area

PGAV PLANNERS

Bloomington ILLINOIS

TIF Act Eligibility

- Dilapidation
- Obsolete Buildings
- Obsolete Platting
- Deterioration
- Excessive Vacancy
- Presence of structures below minimum code standards
- Illegal use of structures
- Lack of ventilation, light or sanitary facilities
- Inadequate utilities
- Excessive land coverage
- Structures Below Minimum Code
- Deleterious land use or layout
- Environmental clean-up
- Lack of community planning
- Lack of growth in EAV
- Deterioration in Neighboring Areas

Downtown-East Washington Street Redevelopment Project Area

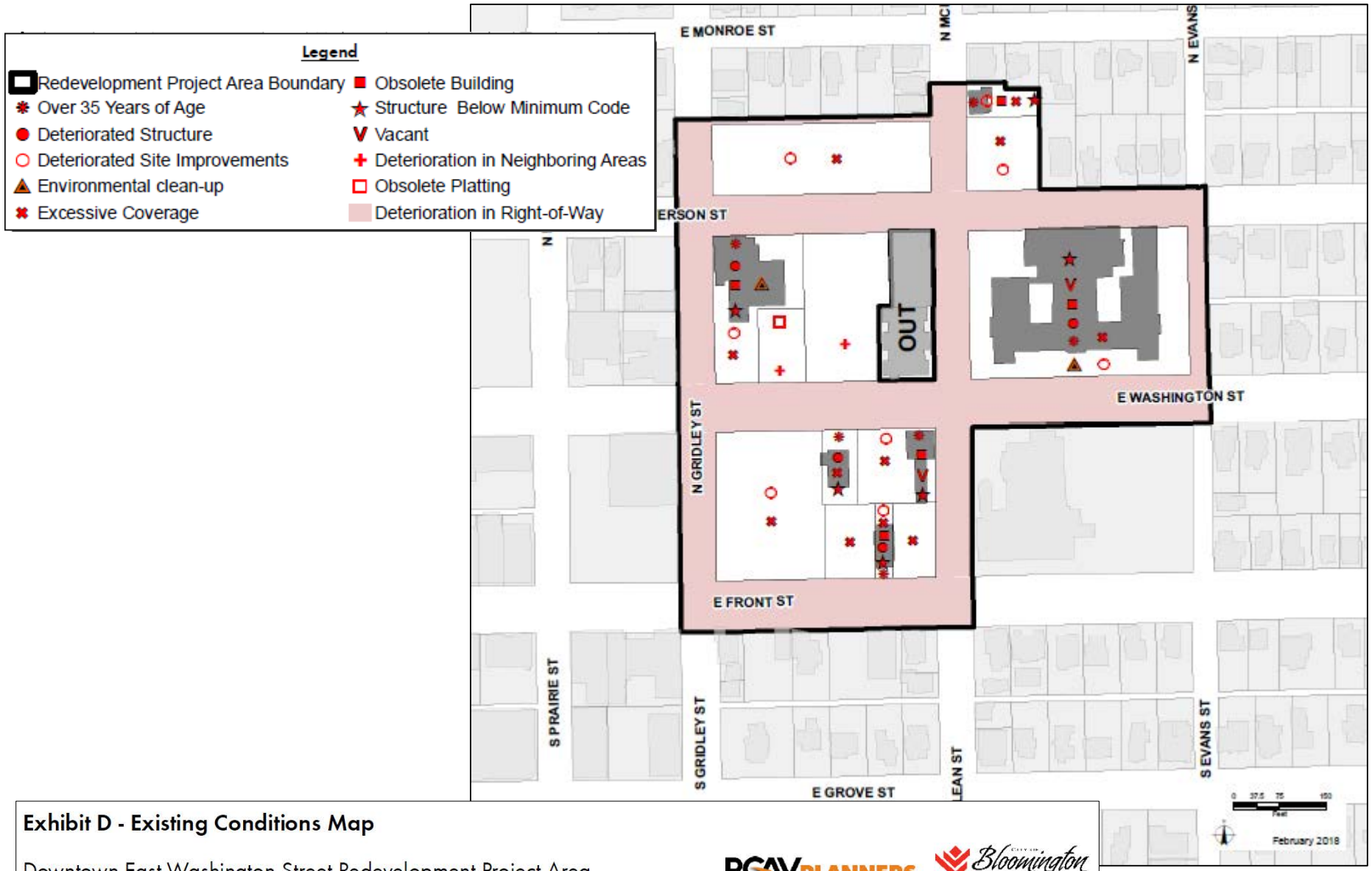


Exhibit D - Existing Conditions Map

Downtown East Washington Street Redevelopment Project Area

PGAV PLANNERS

Bloomington ILLINOIS

Exhibit C

SUMMARY OF BLIGHTING AND CONSERVATION AREA FACTORS

Downtown East Washington St. Redevelopment Project Area
City of Bloomington, Illinois

	Total	%
No. of improved parcels	11	85%
No. of vacant parcels	2	15%
Total parcels	13	100%
No. of buildings	6	100%
No. of buildings 35 years or older	6	**100%**
No. housing units	6	
No. housing units occupied	4	
Sub-Area Count	1	100%
IMPROVED LAND FACTORS:		
No. of improved parcels with building and/or site improvements that are deteriorated	8	**73%**
Deteriorated street and/or sidewalk pavement (by Sub-Area)	1	**100%**
No. of dilapidated buildings	0	0%
No. of obsolete buildings	5	**83%**
No. of structures below minimum code	6	**100%**
No. of buildings lacking ventilation, light or sanitation facilities	0	0%
No. of building with illegal uses	nd[1]	
Approximate total building square footage	147,090	
Approximate vacant building square footage	111,372	**76%**
No. of improved parcels with excessive land coverage or overcrowding of structures	11	**100%**
Inadequate utilities (by Sub-Area)	1	100%
Deleterious land use or layout (by Sub-Area)	0	0%
Lack of community planning	0	0%
Declining and/or Sub-par EAV Growth	**YES**	
VACANT LAND FACTORS (2 or More):		
Obsolete platting	1	**50%**
Diversity of ownership	nd[1]	
Tax delinquencies	nd[1]	
Deterioration of struct. or site improvements in neighboring areas	2	**100%**
Environmental clean-up	nd[1]	
Declining or sub-par EAV growth	**YES**	

[1] Not determined.

Downtown-East Washington Street Redevelopment Project Area

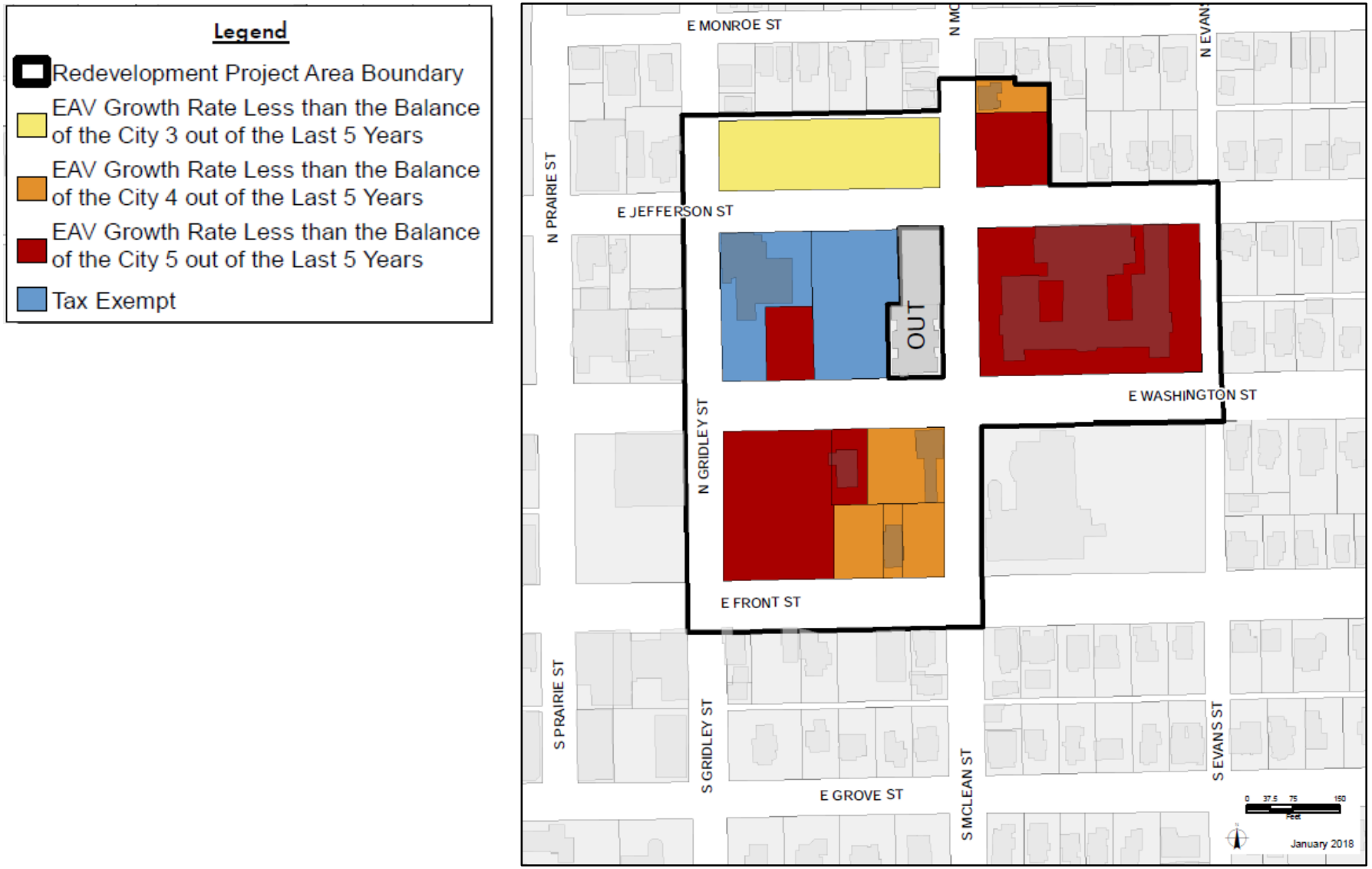


Exhibit F - Annual EAV Change by Parcel (2011-2016)

Downtown East Washington Street Redevelopment Project Area

Downtown-East Washington Street Redevelopment Project Area

Exhibit E

Comparison of EAV Growth Rates (2011-2016)

Downtown East Washington Street Redevelopment Project Area

City of Bloomington, Illinois

Tax Year	EAV of Redevelopment Project Area	Balance of City [1]	Area Growth Rate Less Than Balance of City?
2011	$ 643,400	$ 1,799,490,882	
2012	$ 630,825	$ 1,761,074,540	
Annual Percent Change	-2.0%	-2.1%	NO
2013	$ 611,528	$ 1,760,960,275	
Annual Percent Change	-3.1%	-0.01%	YES
2014	$ 606,582	$ 1,794,868,871	
Annual Percent Change	-0.8%	1.9%	YES
2015	$ 615,923	$ 1,811,002,435	
Annual Percent Change	1.5%	0.9%	NO
2016	$ 640,815	$ 1,997,571,011	
Annual Percent Change	4.0%	10.3%	YES

[1] Total City EAV minus EAV of Redevelopment Project Area.

Exhibit G

ESTIMATED REDEVELOPMENT PROJECT COSTS

Downtown East Washington Street Redevelopment Project Area
City of Bloomington, Illinois

	Description	Estimated Cost
A.	**Public Works or Improvements** *(Improvement of streets, curb and gutters, utilities and other public improvements)*	$200,000
B.	**Property Assembly** *(Acquisition of land, building demolition and site preparation)*	$2,400,000
C.	**Building Rehabilitation**	$1,900,000
D.	**Relocation**	$100,000
E.	**Taxing District Capital Costs**	$100,000
F.	**Job Training**	$100,000
G.	**School District Increased Costs** *(Pursuant to paragraph (7.5) of subsection (q) of Section 11-74.4-3 of the TIF Act)*	$300,000
H.	**Interest Costs Incurred by Developers**	$875,000
I.	**Low-income Housing Construction Costs** *(Pursuant to paragraph (11)(F) of subsection (q) of Section 11-74.4-3 of the TIF Act)*	$500,000
J.	**Planning, Legal and Professional Services**	$250,000
K.	**General Administration**	$200,000
L.	**Financing Costs**	see Note 3
M.	**Contingency**	$700,000
Total Estimated Costs		**$7,625,000**

Notes:

1. All costs shown are in 2018 dollars.

2. Adjustments may be made among line items within the budget to reflect program implementation experience.

3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.

4. Private redevelopment costs and investment are in addition to the above.

5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

Downtown-East Washington Street Redevelopment Project Area

Exhibit H
EAV Trends (2011-2016)
Downtown East Washington Street Redevelopment Project Area
City of Bloomington, Illinois

	2011	2016	Change	Percent	Annual Percent Rate
Redevelopment Project Area[1]	$ 643,400	$ 640,815	$ (2,585)	-0.40%	-0.08%
Balance of City[2]	$1,799,490,882	$1,997,571,011	$ 198,080,129	11.01%	2.11%
CPI - All Urban Consumers[3]	224.94	240.01	15.07	6.70%	1.31%

[1]Equalized Assessed Valuation (EAV) of the Redevelopment Project Area ("RPA").

[2]Citywide EAV minus the EAV of the Redevelopment Project Area.

[3]Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics.

REGULAR AGENDA

REGULAR AGENDA ITEM NO. 9A

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Administration / Finance

SUBJECT: Consideration of Adoption of the FY 2019 Proposed Budget and Appropriation Ordinance.

RECOMMENDATION/MOTION: The attached Fiscal Year 2019 Appropriation Ordinance, and authorize the Mayor and City Clerk to execute the necessary documents.

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

BACKGROUND: The City Code requires adoption of an annual appropriation Ordinance. The proposed budget was presented to the Council on February 26, 2018. The proposed budget was made available in two (2) budget books prior to the Monday, March, 12, 2018 Council meeting / Public Hearing. 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 Council's five top priorities:

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

The City Wide budget from FY 2018 is a decrease of $4M or 2%. The FY 2019 Budget was balanced with a combination of $2.2M in Departmental Operating Cuts and $2.1M in Council Targeted Action Items, which most notably addressed the Solid Waste $1.1M recurring General Fund subsidy need.

Despite challenges in balancing, the Budget still includes $26M in infrastructure such as the street resurfacing program which has earmarked revenues and improvements for Fox Creek road and bridge which has been saved for over time. Funding for Community related interests include the McLean County Mental Health, Connect Transit, and the Mclean County Museum. Economic development is supported through funding for the Convention and Visitor's Bureau and the Economic Development Council. Emergency response times continue to be addressed by adopting funds for a Northeast Fire Station.

Changes that occur between the proposed and adopted budgets can relate to accounting reclassifications, Council actions, and allocations of fund balance from the 2018 budget for projects that will not get completed by April 30th. All of these changes were accounted for in the attached

Exhibit A and are included in the fund balance projections in Exhibit 1 to the Budget & Appropriation Ordinance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Public Hearing was advertised in the Pantagraph on March 2, 2018 and was held on March 12, 2018. Including the presentation of the proposed budget on February, 26, 2018, Public budget discussion on the City Manager proposed budget was also undertaken during the Budget Council Work Session on March 10, 2018 and during the Council meeting on March 26, 2018.

FINANCIAL IMPACT: The FY 2019 proposed budget for the City's twenty-seven (27) funds is $210,117,855 as revised.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Scott Rathbun, Sr. Budget Manager

Reviewed by: Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- FY2019 CHANGES FROM PROPOSED BUDGET (Exhibit A)
- FIN 1C BUDGET ORDINANCE FY2019 4-9-17
- BUDGET ORDINANCE FY2019 WITH FUND BALANCE EXHIBIT
- 9A-4. FY 2019 Budget Slides 4-9-18

FY 2019 Budget **Exhibit A**

Changes from Proposed Budget - Due to Council action, FY18 delayed projects and Accounting Reclassifications

City Wide Total:	Expenditures	Revenues
Proposed	$ 207,894,653	$ 207,894,653
Adopted	$ 210,117,855	$ 210,117,855
Change	$ 2,223,202	$ 2,223,202

CHANGE DETAIL	FY19 BUDGET CHANGE	FY19 FUND BALANCE CHANGE	NOTES
Capital Lease Fund	$ 658,800	$ -	Solid Waste equipment for program changes - expense covered by revenue - beginning in FY20.
Arena Fund	$ 400,000	$ -	ADA Elevator - Unspent in FY18 reallocated in FY19
Motor Fuel Tax Fund	$ 370,000	$ (370,000)	Ireland Grove - Towanda Barnes project. Use of Fund Balance.
General Fund - PIC	$ 25,000	$ (25,000)	Minor fund balance decrease due to Kraft grant revenue received in FY18 - targeted for use in FY19.
Misc. Funds	$ 769,402	$ -	Interfund reallocations
Total Change	$ 2,223,202		

Other Change of Note:

Sewer Fund		$ (93,378)	Minor fund balance decrease due to staffing changes reallocated from Solid Waste to Sewer.

ORDINANCE NO. 2018 -

BUDGET AND APPROPRIATION ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019
CITY OF BLOOMINGTON

Make appropriations for all Corporate Purposes for the Fiscal Year beginning May l, 2018 and ending April 30, 2019, for the City of Bloomington, McLean County, Illinois.

Be It Ordained by the City Council of the City of Bloomington, Illinois: that 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.

Section One. That the amounts as listed in Exhibit 1, 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, Single Family Owner Occupied Rehab (SFOOR), Library Maintenance and Operation Fund, Library Fixed Asset Replacement Fund, Park Dedication Fund, Empire St. Corridor TIF, General Bond and Interest Fund, 2004 Coliseum Bond Redemption, 2004 Multi-Project Bond Redemption, Capital Improvements Fund, Capital Lease Fund, Water Fund, Sewer Fund, Storm Water Fund, Solid Waste Fund, Abraham Lincoln Parking Fund, Golf Fund, City Arena Fund, Casualty Fund, Employee Insurance & Benefits Fund, Retiree Health Care Fund, and the J.M. Scott Health Care Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2018 and ending April 30, 2019.

Section Two. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2019, 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, 2019, published in book form, copies of which are available for inspection at City Hall, Bloomington Public Library, and other places throughout the City including the City's website at cityblm.org.)

Section Three. 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 Four. 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 l970 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 Five. Partial Invalidity. 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 Six. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

Section Seven. This Ordinance shall be in full force and effect from and after its passage.

PASSED by the City Council of the City of Bloomington, Illinois this 9th day of April,

2018. APPROVED by the Mayor of the City of Bloomington, Illinois this_____ day of

April, 2018.

APPROVED:

_____
Tari Renner
Mayor

ATTEST:

_____
Cherry L. Lawson
City Clerk

CITY OF BLOOMINGTON, IL
2019
ADOPTED BUDGET
SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
(ALL FIGURES PROVIDED ARE ESTIMATES)
EXHIBIT 1

Fund	Budgetary Fund Balance 4/30/2017 [A]	FY 2018 Projected Revenues	FY 2018 Projected Expenditures	Projected Budgetary Fund Balance 4/30/2018 [A]	Projected Fund Balance Percent	FY 2019 Adopted Revenues	FY 2019 Adopted Expenditures	Projected Fund Balance Ending 4/30/2019 [A]	Proposed Fund Balance Percent
General Fund	14,764,533	105,360,901	103,979,371	16,146,063	15.53%	$ 104,242,509	$ 104,242,509	$ 15,831,954	15.19%
General Fund Total:	**14,764,533**	**105,360,901**	**103,979,371**	**16,146,063**	**15.53%**	**$ 104,242,509**	**$ 104,242,509**	**$ 15,831,954**	**15.19%**
Special Revenue:									
Motor Fuel Tax	7,238,666	2,259,012	735,000	8,762,678	1192.20%	$ 9,570,000	$ 9,570,000	$ 2,492,678	26.05%
Board of Elections	618,979	485,062	580,659	523,382	90.14%	$ 637,203	$ 637,203	$ 371,644	58.32%
Drug Enforcement	1,104,524	285,485	246,528	1,143,481	463.83%	$ 419,000	$ 419,000	$ 859,981	205.25%
Community Development	41,047	862,306	862,306	41,047	4.76%	$ 877,020	$ 877,020	$ 41,047	4.68%
IHDA Single Family Owner Occupied Rehabilitation	0	242,200	242,200	0	100.00%	$ 69,050	$ 69,050	$ 0	0.00%
Library	4,242,634	5,431,659	5,415,009	4,259,284	78.66%	$ 5,594,004	$ 5,594,004	$ 4,399,777	78.65%
Library Fixed Asset	922,219	219,944	321,770	820,393	254.96%	$ 30,000	$ 30,000	$ 795,393	2651.31%
Park Dedication	739,091	31,512	155,947	614,656	394.14%	$ 75,000	$ 75,000	$ 561,159	748.21%
Empire St. Corridor TIF	(23,833)	29,863	3,488	2,542	72.89%	$ 30,000	$ 30,000	$ 32,542	0.00%
Downtown Southwest TIF	(96,856)	0	957	(97,813)	-10220.78%	$ -	$ -	$ (97,813)	0.00%
Special Revenue Total:	**14,786,471**	**9,847,043**	**8,563,864**	**16,069,650**	**187.64%**	**17,301,277**	**17,301,277**	**9,456,408**	**54.66%**
Debt Service:									
General Bond and Interest	4,779,287	4,040,876	4,613,129	4,207,035	91.20%	$ 4,055,229	$ 4,055,229	$ 3,122,932	77.01%
2004 Coliseum Bond Redemption	1,279,089	1,446,470	1,276,943	1,448,617	113.44%	$ 1,444,768	$ 1,444,768	$ 1,405,118	97.26%
2004 Multi-Project Bond Redemption	1,674,874	638,587	1,005,461	1,308,000	130.09%	$ 1,093,270	$ 1,093,270	$ 1,035,545	94.72%
Debt Service Total:	**7,733,251**	**6,125,933**	**6,895,532**	**6,963,652**	**100.99%**	**$ 6,593,266**	**$ 6,593,266**	**$ 5,563,594**	**84.38%**
Capital Projects:									
Capital Improvement	(12,810)	6,163,964	6,126,154	25,000	0.41%	$ 7,343,000	$ 7,343,000	$ 8,000	0.11%
Capital Lease	(3,844,702)	5,625,183	5,625,183	(3,844,702)	-68.35%	$ 5,176,807	$ 5,176,807	$ (3,844,702)	-74.27%
Capital Project Total:	**(3,857,512)**	**11,789,147**	**11,751,337**	**(3,819,702)**	**-32.50%**	**$ 12,519,807**	**$ 12,519,807**	**$ (3,836,702)**	**-30.65%**
Enterprise:									
Water	25,760,435	15,993,087	18,157,776	23,595,746	129.95%	$ 22,964,018	$ 22,964,018	$ 16,325,921	71.09%
Sewer	1,468,872	5,123,707	4,934,965	1,657,615	33.59%	$ 7,225,649	$ 7,225,649	$ 1,810,672	25.06%
Storm Water	307,141	2,820,755	3,120,729	7,167	0.23%	$ 3,734,120	$ 3,734,120	$ 7,167	0.19%
Solid Waste	548,079	6,629,695	6,889,438	288,336	4.19%	$ 7,095,936	$ 7,095,936	$ 414,091	5.84%
Abraham Lincoln Parking Deck	268,894	312,384	470,376	110,902	23.58%	$ 530,701	$ 530,701	$ 29,299	5.52%
Golf Courses	770,500	2,268,233	2,578,834	459,899	17.83%	$ 2,681,093	$ 2,681,093	$ 465,914	17.38%
Grossinger Motors Arena	370,478	6,889,438	6,582,269	677,647	10.30%	$ 5,952,191	$ 5,952,191	$ 256,591	4.31%
Enterprise Total:	**29,494,399**	**40,037,299**	**42,734,385**	**26,797,313**	**62.71%**	**$ 50,183,708**	**$ 50,183,708**	**$ 19,309,655**	**38.48%**
Internal Service Fund:									
Casualty Insurance	2,376,700	4,548,858	4,356,319	2,569,239	58.98%	$ 4,385,221	$ 4,385,221	$ 2,569,239	58.59%
Employee Insurance and Benefits	3,877,888	11,552,975	13,891,922	1,538,941	11.08%	$ 12,692,599	$ 12,692,599	$ 1,511,678	11.91%
Employee Retiree Group Healthcare	(147,404)	1,657,903	1,438,907	71,591	4.98%	$ 1,444,941	$ 1,444,941	$ 70,976	4.91%
Internal Service Fund Total:	**6,107,183**	**17,759,735**	**19,687,148**	**4,179,771**	**21.23%**	**$ 18,522,761**	**$ 18,522,761**	**$ 4,151,893**	**22.42%**
Fiduciary:									
JM Scott Total	6,514,128	781,149	293,027	7,002,250	2389.63%	$ 754,527	$ 754,527	$ 7,402,750	981.11%
Fiduciary Fund Total:	**6,514,128**	**781,149**	**293,027**	**7,002,250**	**2389.63%**	**$ 754,527**	**$ 754,527**	**$ 7,402,750**	**981.11%**
Total:	**75,542,453**	**191,701,208**	**193,904,664**	**73,338,997**	**37.82%**	**$ 210,117,855**	**$ 210,117,855**	**$ 57,879,552**	**27.55%**
						B	**B**	**B**	

A Budgetary Fund Balance is similar to cash basis except short term payables and receivables are taken into account.

B The City adopts a balanced budget - which may include the use of Fund Balance / Fund Reserves.

City of Bloomington
City Council FY 2019 Budget Calendar

Pre-Budget Presentation	Monday, Oct. 16, 2017
City Council Fall Retreat	Saturday, Nov. 4, 2017
Presentation of Estimated Tax Levy	Monday, Nov. 13, 2017
Adoption of Tax Levy	Monday, Dec. 11, 2017
Big Picture Budget Discussion	Wednesday, Dec. 20, 2017
Proto Budget Discussion	Monday, Jan. 22, 2018
Council Proto Budget Input Discussion	Monday, Feb. 12, 2018
Special Session	Monday, Feb. 19, 2018
Presentation of the Proposed Budget	Monday, Feb. 26, 2018
Proposed Budget Books Available	Wednesday, Mar. 7, 2018
Council Budget Work Session	Saturday, Mar. 10, 2018
Proposed Budget Public Hearing	Monday, Mar. 12, 2018
Legal Deadline for Budget Books	Thursday, Mar. 15, 2018

Budget Adoption	Monday, Apr. 9, 2018
Budget Adoption backup date	Monday, Apr. 23, 2018
Legal Deadline for Budget Adoption	Monday, Apr. 30, 2018

FY 2019 Budget

Highlights

TOTAL BALANCED BUDGET: **$ 210,117,855**

General Fund:	**$ 104,242,509**
All Other Funds:	**$ 105,875,346**

Budget Balanced with a combination of:

- **Council Targeted Action Items: $2.1M**
- **Departmental Operating Cuts: $775K**

Nearly $26M in Capital Improvements - incorporating Department Operating cuts for capital maintenance funding and Sewer and Storm fee increases.

General Fund - Fund Balance projection of 15% - $15.8M

FY 2019 Budget **Changes from Proposed Budget**

Changes primarily due to Council action, FY18 delayed projects and Accounting Reclassifications

City Wide Total:	Expenditures	Revenues
Proposed	$ 207,894,653	$ 207,894,653
Adopted	$ 210,117,855	$ 210,117,855
Change	$ 2,223,202	$ 2,223,202

CHANGE DETAIL	FY19 BUDGET CHANGE	NOTES
Capital Lease Fund	$ 658,800	Solid Waste equipment for program changes - expense covered by revenue - beginning in FY20.
Arena Fund	$ 400,000	ADA Elevator - Unspent in FY18 reallocated in FY19.
Motor Fuel Tax Fund	$ 370,000	Ireland Grove - Towanda Barnes project. Use of Fund Balance.
General Fund - PIC	$ 25,000	Kraft grant revenue received in FY18 - targeted for use in FY19.
Misc. Funds	$ 769,402	Interfund reallocations.
Total Change	$ 2,223,202	

REGULAR AGENDA ITEM NO. 9B

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of authorizing the Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Coverage for the City of Bloomington as requested by the Administration Department.

RECOMMENDATION/MOTION: The payment to Arthur J. Gallagher, Itasca, IL, for Insurance Coverage and Insurance Broker Service from May 1, 2018, through April 30, 2019, be approved in the amount of $811,336, and authorize the Finance Department to issue payment.

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: Arthur J. Gallagher (AJG) has served as the City's Insurance Broker since 2010. AJG is responsible for analyzing the insurance market and placing the City's Property, Liability, Excess Liability, Cyber, and Excess Worker's Compensation Insurance. It currently is retained on a one-year renewal basis. The City also uses Mike Nugent, from Nugent Consulting Group, Northbrook, to negotiate premiums. Gallagher's renewal program is the most competitive from a cost and coverage standpoint. The attached spreadsheets provide cost and coverage comparisons.

Total Cost for the City's FY 2019 Insurance Premiums, counting Gallagher's Broker Fee, contains an increase of 3.6 percent due to increased City exposures (see attached summary). The property rate will be slightly lower for the 2018/2019 policy year. The liability rates are flat, and the excess workers compensation rate is slightly lower. There are no coverage changes from the current program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The payment for $811,336 will be encumbered after May 1, 2018, contingent upon Council approval of the Arthur Gallagher Insurance Coverage and Insurance Broker Services that is included in the FY 2019 Proposed Budget. Adequate funds were proposed in the Casualty Insurance Fund, line items: Workers Compensation Premium – 60150150-70702; Liability Premiums – 60150150-70703; Property Premiums – 60150150-70704; and Other Professional Services – 60150150-70220. Please note that vehicle insurance is combined with the liability premiums for the budget. Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 143.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:	Nancy Tague, Administrative Assistant
Reviewed by:	Steve Rasmussen, Assistant City Manager
Financial & budgetary review by:	Scott Rathbun, Sr. Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 1B - Attachment - Nugent Consulting Data

NUGENT CONSULTING, LLC
INSURANCE & RISK MANAGEMENT CONSULTING

March 23, 2018

Mr. Steve Rasmussen
Acting City Manager
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

Re: Insurance Coverage Renewal

Dear Steve:

In preparation for the 2018 insurance renewal we met in October to get the process underway. I suggested we negotiate with incumbent insurers and direct Gallagher to do limited marketing of the program where we saw opportunities or concerns.

The second half of 2017 produced unprecedented storm activity in the US. US insurers $800 Billion in surplus will have been reduced by 10-15%. This has put pressure on property rates and caused me to direct Gallagher to have at least one alternative to help in negotiations.

The attached spreadsheets provide the comparison of costs and coverage. The overall cost is increasing 3.6% but all of this increase is due to increased City exposures (see attached exposure summary). The property rate will actually be slightly lower for the 2018 / 2019 policy year. The liability rates are flat, and the excess workers compensation rate is lightly lower. There are no coverage changes from the current program.

I recommend the City Council approve the Gallagher program for 2018.

Sincerely,

Michael D Nugent

2409 PEACHTREE LANE • NORTHBROOK, ILLINOIS 60062 • TELEPHONE (847) 412-0410 • FACSIMILE (847) 412-0610

Cost Summary

2018 Renewal Costs

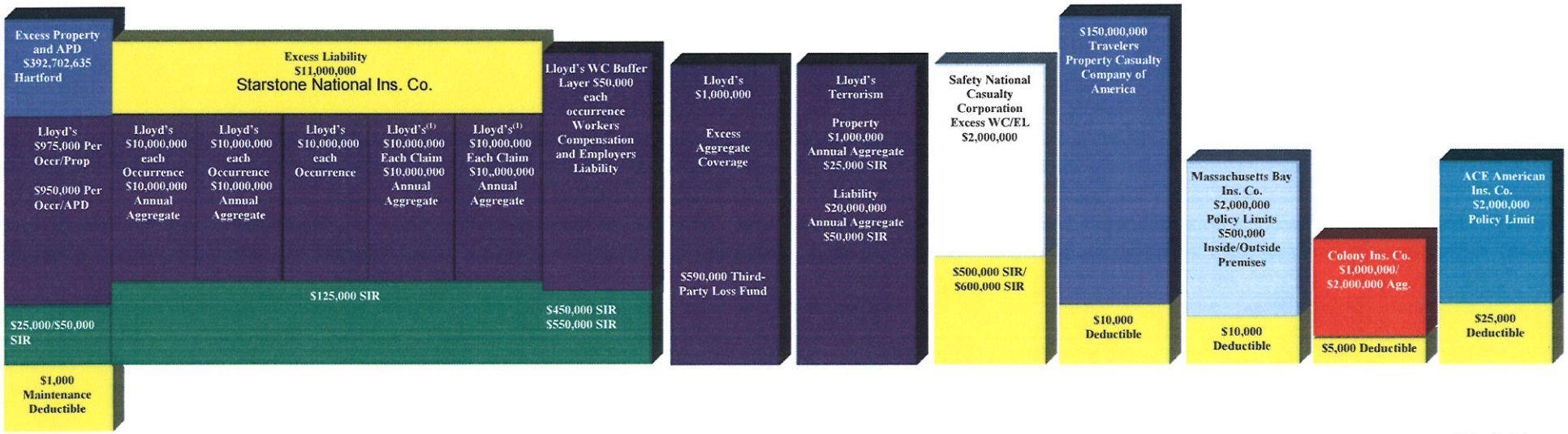
March 23, 2018

	2014 / 2015	2015 / 2016	2016 / 2017	2017 / 2018	2018 / 2019
Property	$ 100,175	$ 102,424	$ 125,113	$ 111,438	$ 116,069
UST	$ 4,040	$ 4,044	$ 3,850	$ 3,850	$ 5,748
Excess Liability Layer 1	$ 44,622	$ 46,215	$ 48,489	$ 30,665	$ 31,326
Excess Liablity Layer 2	$ 11,008	$ 13,690	$ 17,850	$ -	$ -
Crime	$ 7,186	$ 7,186	$ 7,544	$ 7,544	$ 7,544
Excess WC	$ 251,007	$ 265,315	$ 279,562	$ 271,004	$ 270,774
Liablity	$ 297,705	$ 295,740	$ 304,776	$ 298,397	$ 320,301
Cyber	$ 21,494	$ 21,515	$ 21,515	$ 21,561	$ 20,949
Broker Fee	$ 38,625	$ 38,625	$ 38,625	$ 38,625	$ 38,625
Total	$ 775,862	$ 794,754	$ 847,324	$ 783,084	$ 811,336
Property Limit	$ 299,325,001	$ 305,917,051	$346,282,377	$350,838,485	$393,702,636
Total Liability Limit	$ 21,000,000	$ 21,000,000	$ 21,000,000	$ 21,000,000	$ 21,000,000
Crime Limit	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000
Property Deductible	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
Liability Self-insured Re	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 125,000
Crime Deductible	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
WC SIR - Police / Fire	$ 550,000	$ 550,000	$ 550,000	$ 550,000	$ 550,000
WC Sir - All Other Emplo	$ 450,000	$ 450,000	$ 450,000	$ 450,000	$ 450,000

Underwriting/Exposures

Exposures	Year 2013	Year 2014	Year 2015	Year 2016	Year 2017	Year 2018	% Change
Total Premium (at time of binding renewal)	$736,542	$775,862	$794,754	$847,323	$783,084	$811,336	3.6%
Total Insurable Values (including vehicles)	$275,162,255	$300,325,001	$306,917,057	$347,282,377	$342,051,568	$393,702,636	15%
Emergency Vehicle Values – RC	$10,899,000	$10,686,250	$10,686,250	$10,251,474	$10,481,164	$10,816,002	3%
All Other Vehicles – ACV	$13,413,328	$13,413,328	$13,681,595	$15,598,688	$19,275,363	$16,718,443	-13%
Number of Total Employees	541 Full Time 10 Part Time 443 Seasonal	544 Full Time 10 Part Time 364 Seasonal	584 Full Time 48 Part Time 364 Seasonal	591 FT 48 PT 300 Seasonal	547 FT 10 PT 360 Seasonal	587 FT 10 PT 360 Seasonal	7.3% 0% 0%
Number of Vehicles (excluding trailers)	308	315	319	313	315	339	7.6%
Net Operating Expenditures	$108,907,023	$108,350,745	$119,559,715	$117,706,828	$133,016,645	$126,279,850	-5.07%
Gross Operating Expenditures	$138,026,712	$138,924,262	$149,993,054	$152,004,649	$172,828,599	$170,203,280	-1.5%
Number of Police	125 Sworn 31 Non-Sworn	127 Sworn 38 Non-Sworn	128 Sworn 51 Non-Sworn	128 Sworn 51 Non-Sworn	128 Sworn 36 Non-Sworn	128 Sworn 34 Non-Sworn	0% -5.6%
Tax Revenue	None	None	None	None	None	None	N/A
Estimated Payrolls	$45,255,343	$46,873,417	$46,875,356	$47,040,576	$45,600,559	$46,968,576	3%
Population	76,610	76,610	76,610	76,610	76,610	76,610	0.0%
Firefighters – Full Time EMTs/Paramedics	106	109	112	121	122	119	-2.46%
Bridges – City Maintained	30	30	30	30	30	30	0.0%
Clinics (Social Services)	1	1	1	1	0	0	0.0%
Dams	7	7	7	7	7	7	0.0%

Lloyd's Protected Self-Insurance Program Structure
Effective May 1, 2018 to May 1, 2019



Note:
The SIR is a per occurrence retention. Only one retention applies in the event of a multiple loss (clash coverage), and the higher retention shall apply. See policy Multiple Lines Loss Protection for limits in the event of a multiple lines loss.

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(1) Public Officials Errors & Omissions and Employee Benefits Liability are on a Claims-Made basis, with an annual aggregate.

REGULAR AGENDA ITEM NO. 9C

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Police Department

SUBJECT: Presentation and discussion of the Bloomington Police Department 2017 Annual Report.

RECOMMENDATION/MOTION: Presentation and discussion only.

STRATEGIC PLAN LINK: Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: The Police Department is responsible for public safety by safeguarding lives and property. Additionally, the Police Department strives to reduce crime and fear of crime through consistent and effective prevention and enforcement efforts.

BACKGROUND: This presentation will provide an overview of the Uniform Crime Report and crime occurrences during the calendar year 2017. The presentation will also compare and contrast the City's own historical data. In addition, the Police Department's goals and priorities for 2018 will be outlined.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A, presentation only.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

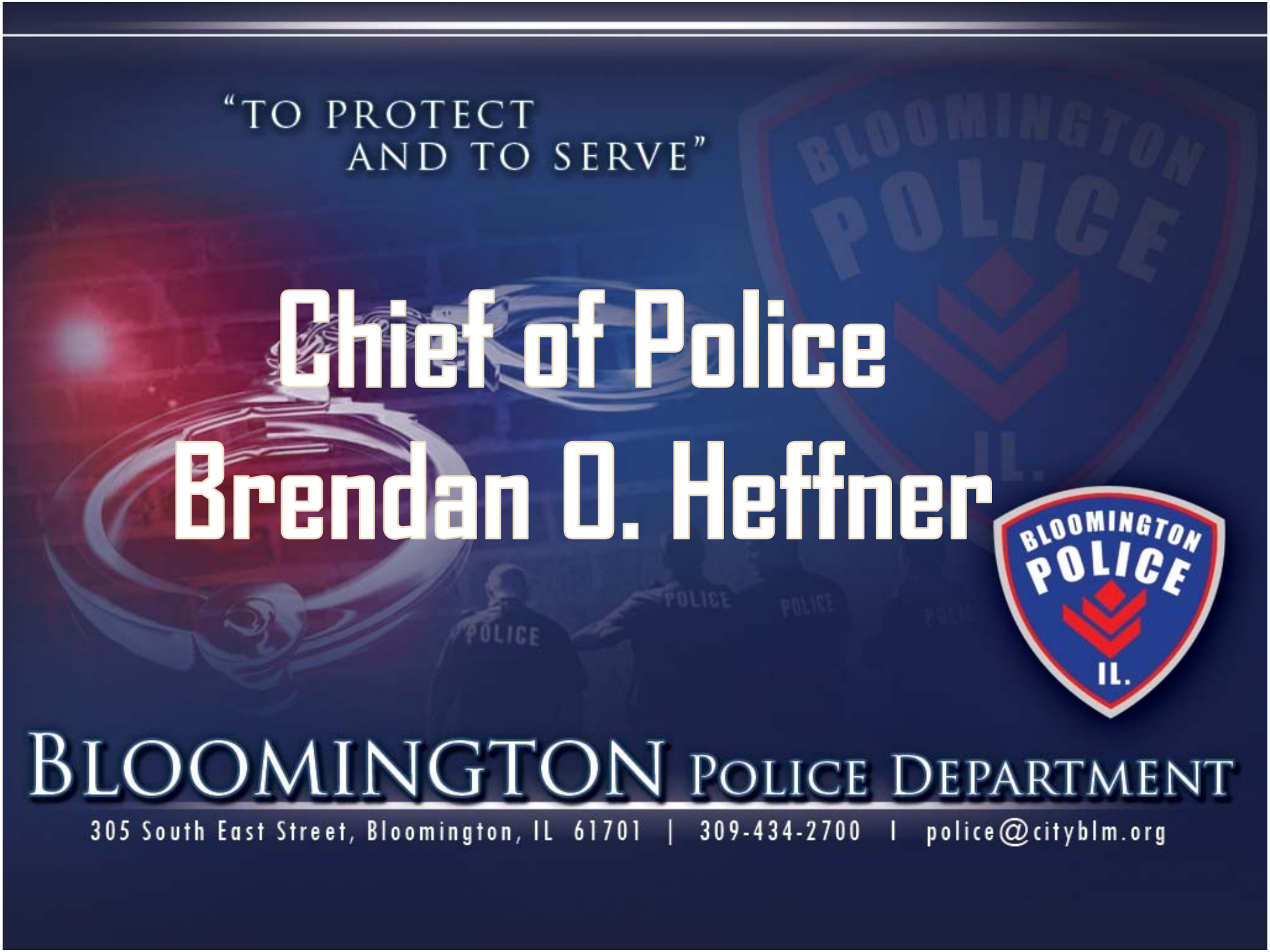
Prepared by:	Jennifer Bielfeldt, Office Manager
Reviewed by:	Brendan Heffner, Chief of Police
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Scott Rathbun, Sr. Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 3B – 2017 BPD Year End Presentation
- 3C – 2017 Crime Story


"TO PROTECT
AND TO SERVE"
Chief of Police
Brendan O. Heffner
BLOOMINGTON POLICE IL.
BLOOMINGTON POLICE DEPARTMENT
305 South East Street, Bloomington, IL 61701 | 309-434-2700 | police@cityblm.org

2017 Crime Statistics

The total Part I Uniform Crime Report (UCR) statistics for calendar year 2017 was *1% lower* than 2016, representing 10 fewer reported incidents.

UCR Part I Crime

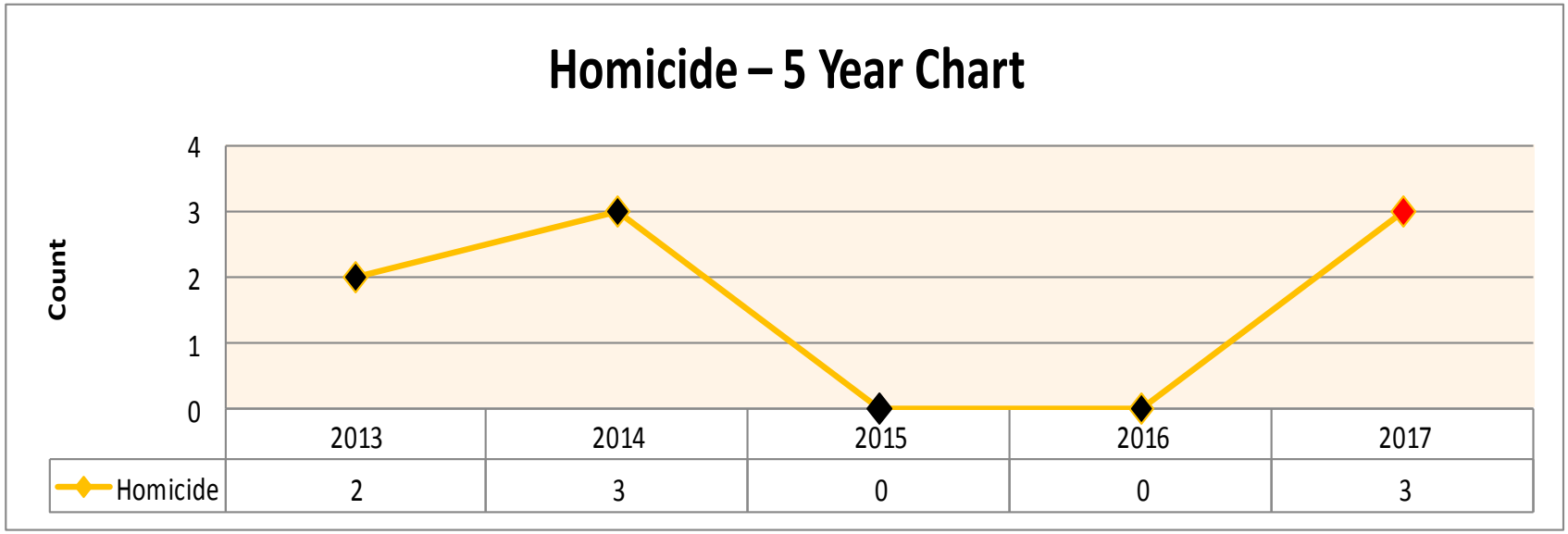
Comparisons

	2016	2017	Change	Five Year Averages
Homicide	0	3	N/A	1.6
Criminal Sexual Assault	43	73	+70%	57.4
Robbery	60	45	-25%	47
Aggravated Battery	208	222	7%	231
Burglary	200	220	10%	280
Theft	1,115	1,037	-7%	1209.4
Arson	11	7	-36%	7.8
Motor Vehicle Theft	57	77	35%	63
Total	1,694	1,684	-1%	1,897.2

Review of select crime types

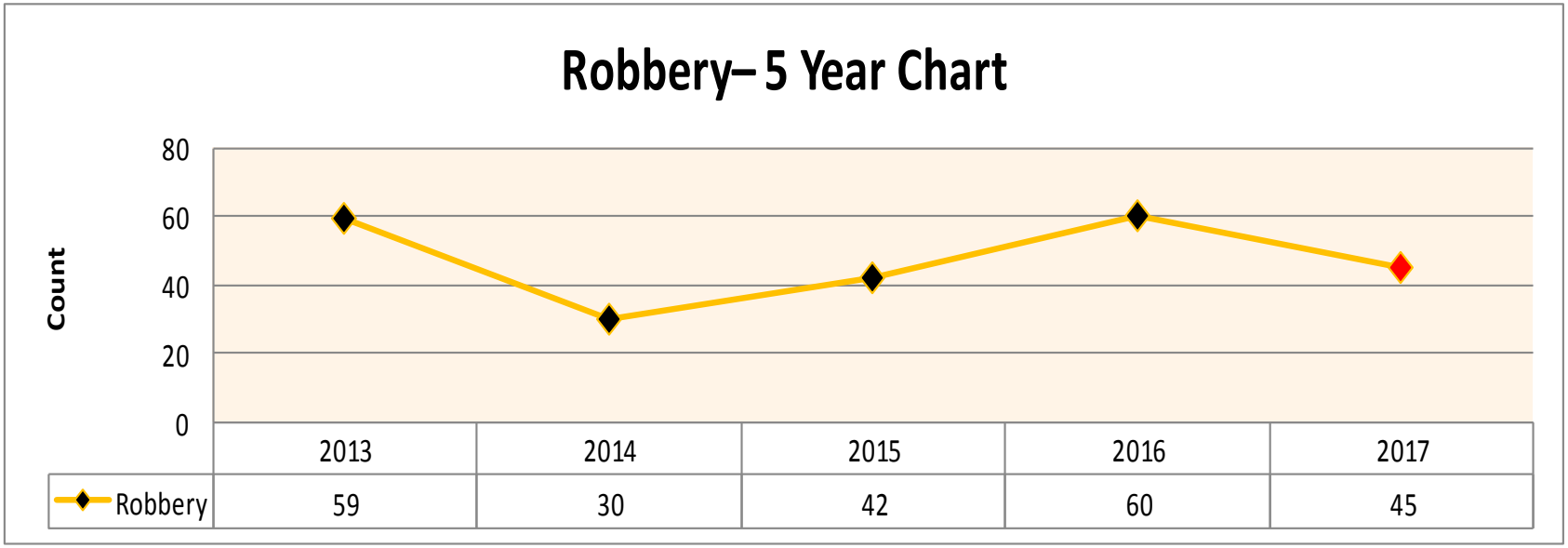
Homicides in 2017

- We recorded 3 homicides in 2017
  - May 21st, Shannon Hastings homicide
  - September 9th, Eric Ringenberg suicide with two juvenile homicides
- The December 2nd, death of Cullen Hedrick has been ruled justifiable (self-dense) and therefore is not reported to UCR as a homicide.



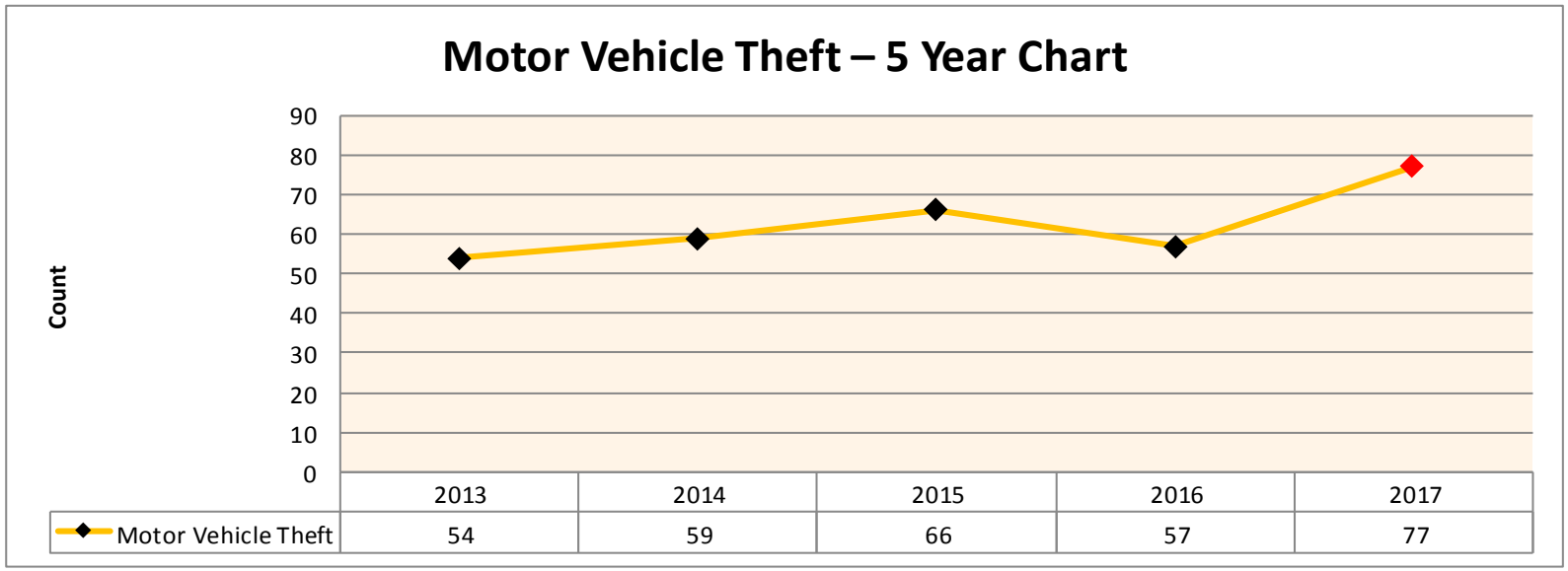
Robbery in 2017

- We recorded 45 robberies in 2017.
- This is below our five year average of 47 robberies per year.



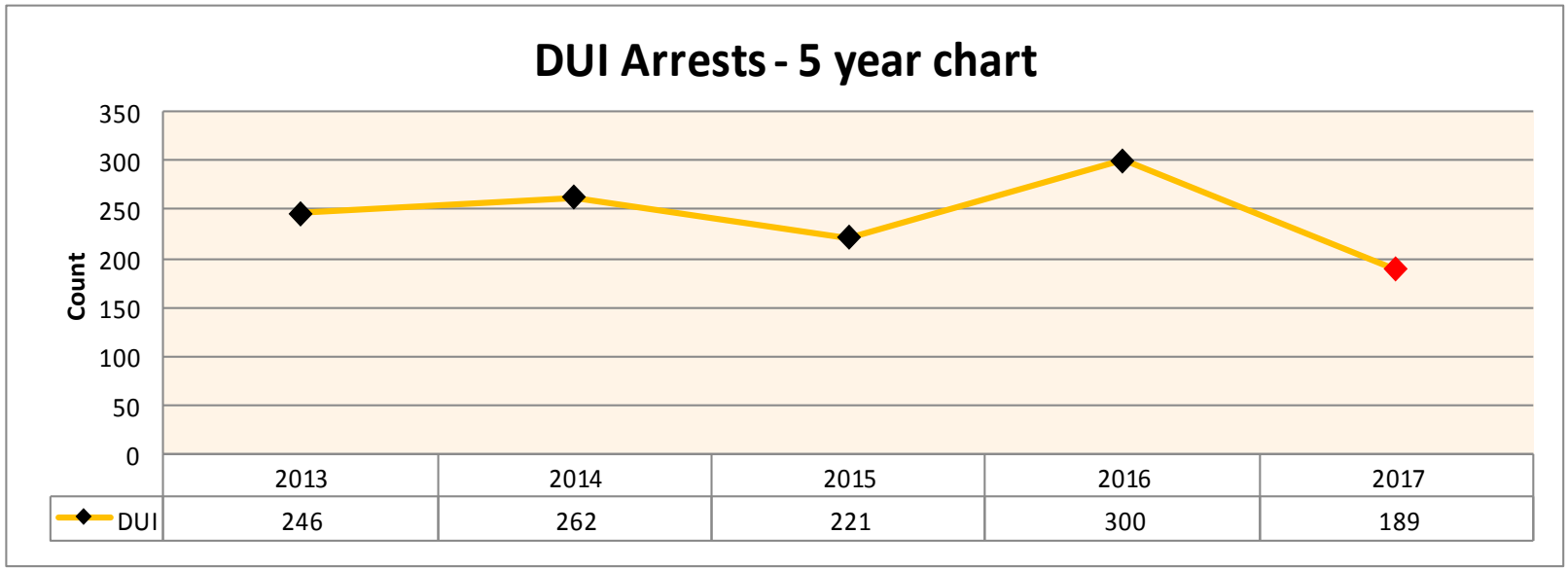
Motor Vehicle Theft in 2017

- After a slight drop in 2016, our motor vehicle thefts continue to rise.
- As in previous years, the continued increase stems from juvenile offenders out looking for temporary transportation.
- A late year (November and December) spike also pushed up our totals. This involved subjects taking unattended/running cars during cold weather.



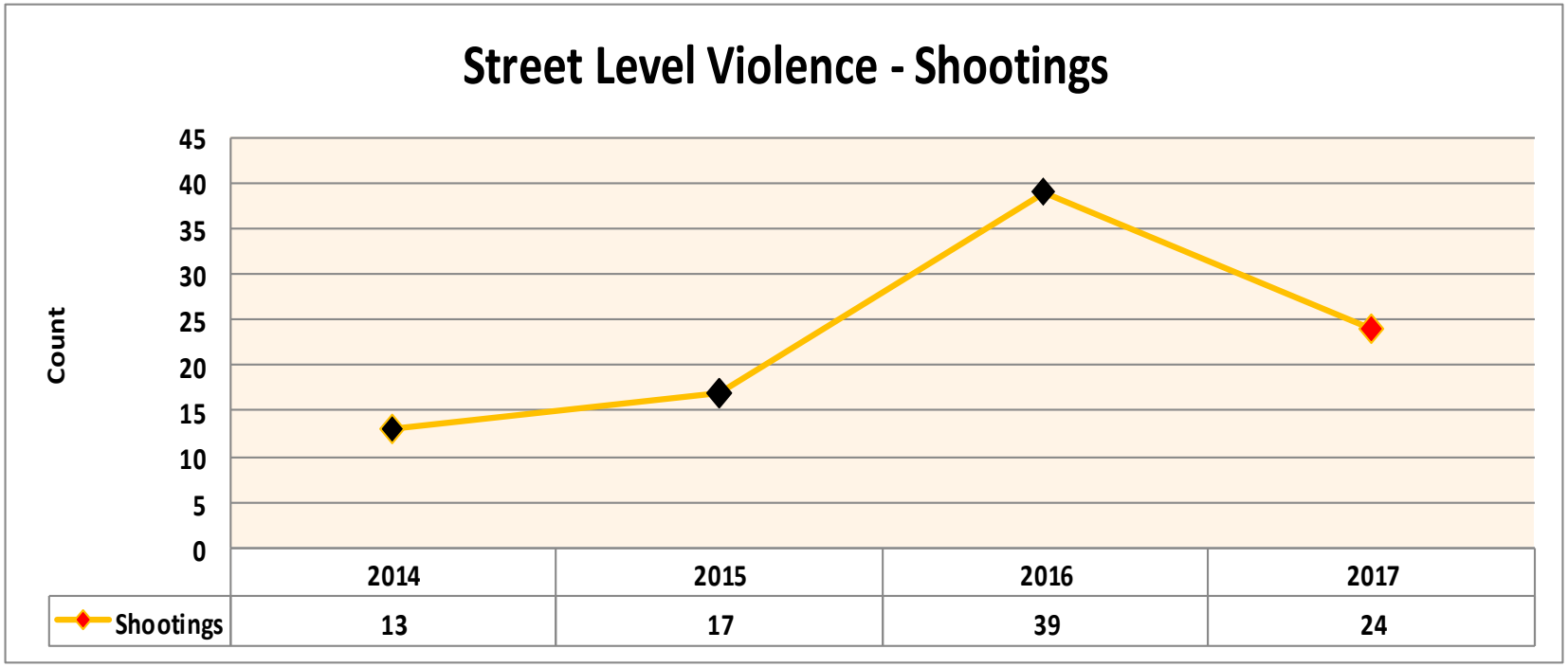
DUI Arrests in 2017

- We recorded a 37% decrease in DUI arrests during 2017.
- The movement of key DUI officers to earlier shifts accounts for the change in the 2017 totals.
- Despite a decrease in arrests in 2017, DUI enforcement remains a high priority at BPD.



Street Level Violence - Shootings

- In 2016 we responded to 39 shootings with a total of 9 subjects shot.
- By comparison, in 2017 we recorded 24 shootings with 7 shot.



Contributors to the Decrease in Crime

- Problem Oriented Policing by the patrol division.
- Use of data driven responses to high crime areas and repeat call for service locations.
- Use of social media to crowd source suspect identifications.
- Systemic coordination on habitual adult and juvenile offenders.
- Participation in multiple task forces (Secret Service, FBI, DEA and U.S. Marshal's Service).
- Expanded deployment of our Public Safety Cameras.

2018 Departmental Goals

- Fully deploy officer-worn body cameras to all uniformed officers across the department.
- Continue community outreach efforts through pro-social contacts in patrol areas as well as at the West Jefferson Community House.
- Work with the PSCRB on police-community issues as they arise.
- Maintain an open dialogue with the community regarding police-citizen relations.
- Continue working towards obtaining professional accreditation.
- Continue our focus on reducing violent street level gun and gang crimes.
- Continue department-wide training focusing on cultural diversity.

Questions?

POLICE DEPARTMENT
P.O. Box 3157
Bloomington, Illinois 61702

Brendan O. Heffner, Chief, FBINAA 225
Clay E. Wheeler, Assistant Chief, FBINAA 253
Kenneth A. Bays, Assistant Chief, FBINAA 268
Gregory Scott, Assistant Chief

2017 crime story, statistics and a look ahead to 2018

The Bloomington Police Department has prepared a short synopsis of serious criminal incidents reported in our city from January 1, 2017 to December 31, 2017. The total Uniform Crime Report (UCR) statistics for calendar year 2017 was **1% lower** than 2016, with **10 fewer reported incidents**.

The UCR statistics include Homicide, Criminal Sexual Assault, Robbery, Aggravated Assault/Battery, Burglary, Theft, Motor Vehicle Theft, and Arson. This report will examine each UCR Part I category for 2017.

Overall crime in Bloomington remains low. The most notable increase in UCR crimes were Criminal Sexual Assaults. We recorded a 70% increase over our 2016 totals.

Part I UCR Crimes - Bloomington	2016	2017	Change
Homicide	0	3	NA
Criminal Sexual Assault	43	73	+70 %
Robbery	60	45	-25 %
Aggravated Battery	208	222	+7 %
Burglary	200	220	+10 %
Theft	1,115	1,037	-7 %
Motor Vehicle Theft	57	77	+35 %
Arson	11	7	-36 %
Human Trafficking	0	0	N/C
Total	**1,694**	**1,684**	**-1%**

POLICE DEPARTMENT
P.O. Box 3157
Bloomington, Illinois 61702

Brendan O. Heffner, Chief, FBINAA 225
Clay E. Wheeler, Assistant Chief, FBINAA 253
Kenneth A. Bays, Assistant Chief, FBINAA 268
Gregory Scott, Assistant Chief

In 2018, the Bloomington Police Department plans on building on our past successes. We will continue to engage in Problem Oriented Policing, maintain a pro-active approach to street level crime and increase our citizen engagement efforts in neighborhoods across the city. Our 2018 goals include:

- Fully deploy officer-worn body cameras to all uniformed officers across the department.
- Continue community outreach efforts through pro-social contacts in patrol areas as well as at the West Jefferson Community House.
- Work with the PSCRB on police-community issues as they arise.
- Maintain an open dialogue with the community regarding police-citizen relations.
- Continue working towards obtaining professional accreditation.
- Continue our focus on reducing violent street level gun and gang crimes.
- Continue department-wide training focusing on cultural diversity.

Thank you for the ongoing support of your police department, its officers and employees. I lead a group of dedicated men and women working day in and day out to ensure public safety in the City of Bloomington.

Respectfully,

Brendan O. Heffner, Chief of Police

REGULAR AGENDA ITEM NO. 9D

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT(S): Public Works / Community Development-Office of Economic Development

SUBJECT: Consideration of a Resolution designating and authorizing a project to reconfigure and resurface the intersection of Empire Street and Fairway Drive and the project to resurface IAA Drive from Empire Crossing to Rowe Drive as Redevelopment Projects in the Empire Street Corridor TIF District at a combined estimated cost of $550,000 as requested by the Public Works Department and the Community Development Department's Office of Economic Development.

RECOMMENDATION/MOTION: The attached Resolution designating and authorizing two Redevelopment Projects in the Empire Street Corridor Redevelopment Project Area be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities; Goal 3. Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: 2a. Better quality roads and sidewalks; Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies; 5c. Incorporation of "Green Sustainable" concepts into City's development and plans; 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND: Staff recommends designating two upcoming roadwork projects on IAA Drive and Fairway Drive as Redevelopment projects to enable the use of future TIF property tax increment (when available) to reimburse the City's Capital Improvement Fund for sidewalk and street maintenance to cover the cost of the proposed roadwork, which includes resurfacing and improvements (such as an intersection reconfiguration at Empire Street and Fairway Drive).

The Public Works Department is planning roadwork on IAA Drive and Fairway Drive within the Empire Street Corridor TIF District as part of the 2018 city-wide resurfacing contract. The City Council established this TIF District on February 22, 2016. The Empire Street Corridor TIF District includes commercial properties along Empire Street between Veterans Parkway and Towanda Avenue. The Empire Street Corridor Redevelopment Project Area is intended to induce development interest within this area and to fund improvements to public infrastructure.

The two proposed projects qualify as TIF eligible public works projects under the TIF Act and would further the goals outlined in the Redevelopment Plan for the Area including specifically, the Plan's goal to "Provide for safe and efficient traffic circulation within the Area." The two projects are summarized below and in the attached maps:

Cost Estimates

Estimate for Resurfacing and Improvements to portions of Fairway Drive	$	300,000
Estimate for Resurfacing and Improvements to a portion of IAA Drive	$	250,000
TOTAL	**$**	**550,000**

As is routine under this and other Public Works maintenance contracts, City staff will monitor the project to ensure efficient, quality work. The work will occur during the 2018 construction season as weather permits.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City of Bloomington Bicycle Master Plan, which included significant public input and recommended the proposed improvements to Fairway Drive, was adopted by the City Council on May 11, 2015. A Public Hearing on the Empire Street Corridor Redevelopment Plan was held on February 8, 2016. Public Works held a public meeting in December 2017 for stakeholders that addressed the proposed intersection changes to Fairway Drive at Empire Street.

FINANCIAL IMPACT: The City's street resurfacing and sidewalk contracts are both Capital Improvement Fund-Street Construction account expenses (40100100-72530). Stakeholders can locate information related to the Resurfacing and Sidewalk Programs in the FY 2019 Proposed Budget Book titled "Other Funds & Capital Improvements Proposed Budget" on pages 62, 64, 183, 197, 208, 209 and 210. Both projects are estimated to total $550,000.00. Both projects qualify for TIF reimbursement, once TIF funds accumulate in the Empire Street Corridor TIF Fund. Reimbursement from the TIF Fund will only be possible if the Council approves the recommended Resolution to designate the two projects as Redevelopment Projects prior to commencing work on the projects. Reimbursement from the TIF Fund in the future will permit the City to make further investments in City infrastructure in the TIF Area and citywide. If the City Council does not adopt the proposed Resolution, the projects could still proceed, as the streets proposed to be resurfaced are in poor condition. However, the costs of the projects will not be eligible for reimbursement from the TIF Fund.

COMMUNITY DEVELOPMENT IMPACT: The proposed projects are in alignment with the following Comprehensive Plan 2035 Goals and Objectives:

> Goal N-1 Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods;
>
> Goal UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment;
>
> Goal TAQ-1 A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode;

The proposed projects are located in the Empire Street Corridor Redevelopment Project Area (TIF District) which was established by the City Council on February 22, 2016. The objectives of the Redevelopment Plan for this TIF District are:

1. Reduce or eliminate those conditions that qualify the Area as eligible for tax increment financing by carrying out the Redevelopment Plan to renovate existing buildings, reduce building vacancies, selective redevelopment of properties, and upgrade the water distribution system and other public works improvements.
2. Prevent the recurrence of blighting conditions.
3. Enhance the real estate tax base for the City and all overlapping taxing districts through the implementation and completion of the activities identified herein.
4. Encourage and assist private investment in the redevelopment of the Area through the provision of financial assistance as permitted by the Act.
5. Provide for safe and efficient traffic circulation within the Area.
6. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

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

Respectfully submitted for Council consideration.

Prepared by:	Michael Hill, Public Works Administration Austin Grammer, Economic Development Coordinator
Reviewed by:	Jim Karch, PE CFM, Director of Public Works
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Scott Rathbun, Sr. Budget Manager

Community Development review by: Katie Simpson, City Planner

Legal review by: Kathi Field Orr, Special Counsel to the City for TIF

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 2B RESOLUTION IAA and Fairway Roadwork TIF Funding 20180409
- 2C MAPS IAA and Fairway Roadwork TIF Funding 20180409

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AUTHORIZING TWO REDEVELOPMENT PROJECTS IN THE EMPIRE STREET CORRIDOR REDEVELOPMENT PROJECT AREA
(Reconfiguration and Resurfacing of the Intersection of Empire Street and Fairway Drive and the Resurfacing of IAA Drive from Empire Crossing to Rowe Drive)

WHEREAS, the City of Bloomington, McLean County, Illinois (the "*City*") is a duly organized and validly existing home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq*., as from time to time amended (the "*TIF Act*"), the Mayor and City Council of the City (the "*Corporate Authorities*") are empowered to undertake the development or redevelopment of designated areas within municipal boundaries of the City in which existing conditions permit such areas to be classified as a "blighted area" as defined in Section 11.74.4-3(a) of the TIF Act or as a "conservation" area as defined in 11-74.4-3(b) of the TIF Act; and,

WHEREAS, pursuant to their powers and in accordance with the requirements of the TIF Act, the Corporate Authorities of the City pursuant to Ordinance Nos. 2016-08, 2016-09, and 2016-10, respectively, adopted by the Corporate Authorities on February 22, 2016, approved a redevelopment plan and project (the "*Redevelopment Plan"*), setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area designated a redevelopment project area known as the Empire Street Corridor Redevelopment Project Area (the *"Project Area"*); and, adopted tax increment financing for the Redevelopment Project Area; and,

WHEREAS, pursuant to the Redevelopment Plan certain goals and objectives were established including improvements to the infrastructure serving the Project Area; and,

WHEREAS, the City wishes to resurface and make improvements to portions of Fairway Drive shown on "Exhibit A" at an estimated cost of $300,000 and resurface and make improvements to a portion of IAA Drive shown on "Exhibit B" at an estimated cost of $250,000 which proposals have been reviewed by the City Council and have been deemed to be projects in furtherance of the Redevelopment Plan; and, therefore, is prepared to authorize the City Manager to proceed to undertake these improvements in accordance with the procedures mandated by the City Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois, that resurfacing and improvements in the areas shown on "Exhibit A" and "Exhibit B" are hereby approved and the City Manager and staff are hereby directed to proceed with these projects as redevelopment projects in furtherance of the Redevelopment Plan for the Empire Street Corridor Redevelopment Project Area.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 9th day of April, 2018.

APPROVED this _____ day of April, 2018

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

_____
Tari Renner, Mayor

ATTEST:

_____
Cherry Lawson, City Clerk

Exhibit A

Fairway Drive

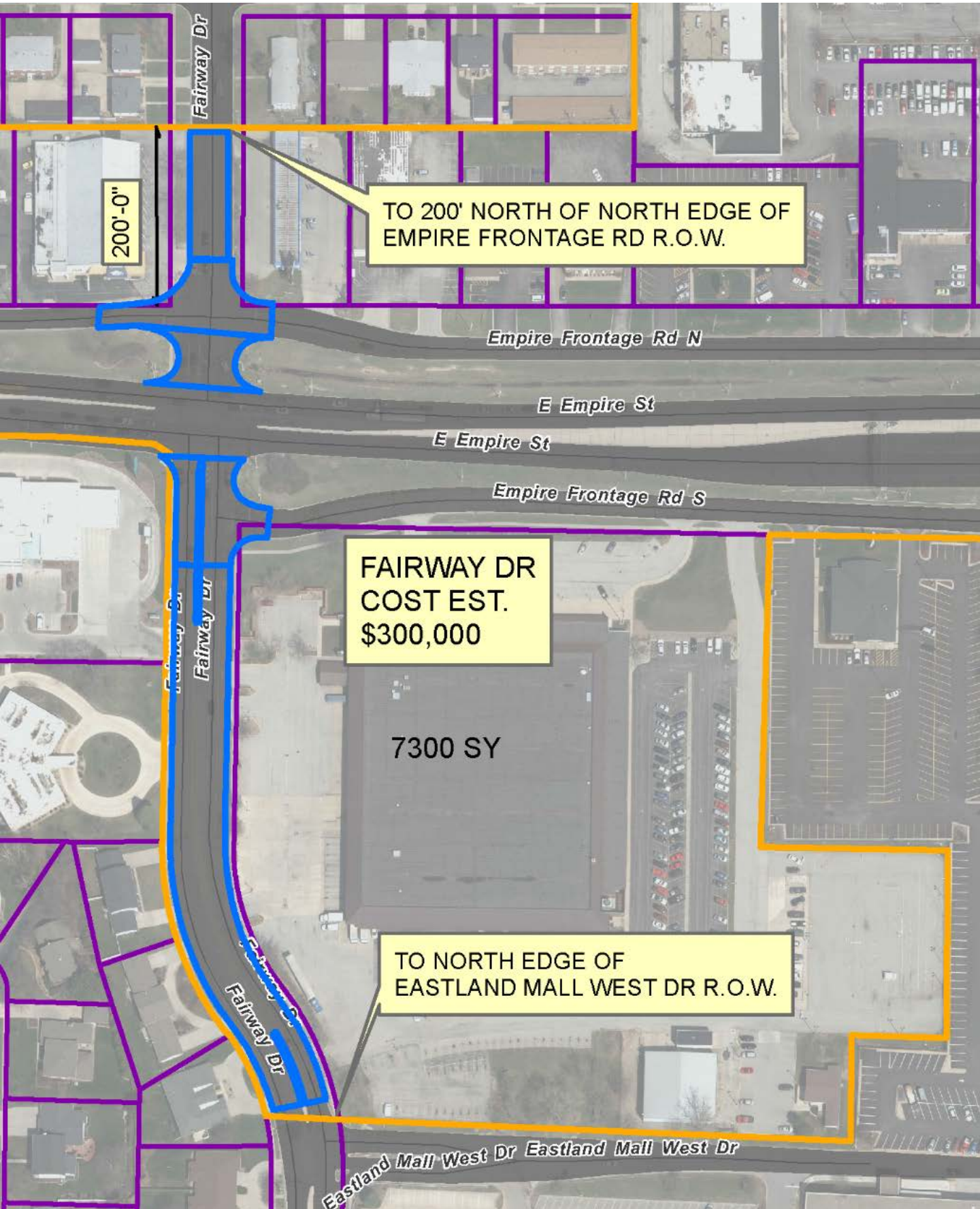
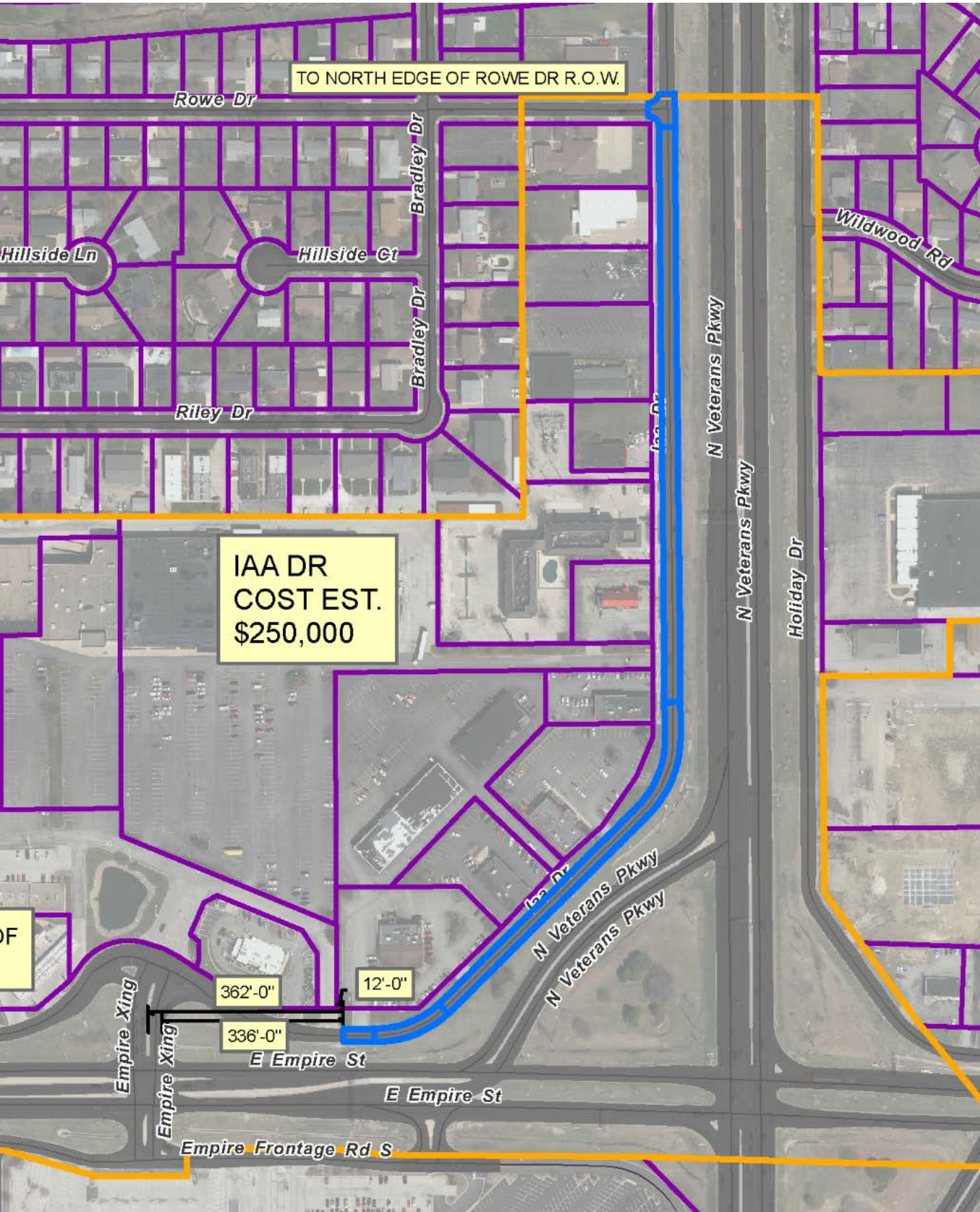


Exhibit B

IAA Drive



REGULAR AGENDA ITEM NO. 9E

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Administration Department

SUBJECT: Consideration of a Resolution to provide financial support in the amount of $17,625 for the Feasibility Report and Economic Impact Analysis regarding a potential multi-sport complex in Bloomington-Normal.

RECOMMENDATION/MOTION: The attached Resolution to provide financial support in the amount of $17,625 for the Feasibility Report and Economic Impact Analysis regarding a potential multi-sport complex in Bloomington-Normal be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5: Great Place – Livable, Sustainable City; Goal 3: Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.D – Appropriate leisure and recreational opportunities responding to the needs of the residents; Objective 3.B – Attraction of new targeted businesses that are the "right" fit for Bloomington.

BACKGROUND: On December 11, 2017 the Town of Normal issued a request for proposals and quotations for a Feasibility Report and Economic Impact Analysis regarding a potential multi-sport complex in Bloomington-Normal. According to the Town Council Action Report dated March 2, 2018, the selected firm will provide a comprehensive Market Evaluation and Feasibility Report of the local and regional marketplace and determine what sports tourism facilities, if any, could meet the goals of the project. The consultant will also identify preferred sites to maximize the economic impact. A detailed financial forecast pro forma budget and economic impact analysis will be expected outcomes from the process.

Twelve firms responded to the Request for Proposals and four firms were invited to conduct a presentation to the selection committee comprised of CVB Sports Marketing Manager Matt Hawkins, Deputy City Manager Pam Reece, Economic Development Director Sally Heffernan, Assistant Parks and Recreation Directors Gene Kotlinski and James Wayne, and Director Doug Damery. The selection committee unanimously recommended Sports Facilities Advisory, LLC, and the contract was approved by the Normal Town Council on February 19, 2018. The final cost of the Feasibility Study and Economic Impact Analysis is expected not to exceed $47,000 which will include 3 on-site visits.

Sports Facilities Advisory, LLC of Clearwater, Florida was founded in 2003, and has overseen the feasibility studies for a portfolio totaling more than $8 billion in planned sports tourism and recreation facilities. As part of the agreement, Sports Facilities Advisory, LLC, will coordinate a

kick-off meeting, existing data review, local market study, site tour, stakeholder interviews, business development planning and strategy session, detailed financial forecast, economic impact analysis, feasibility report and public presentation of their final report.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are available in the FY 2018 Budget under Economic Development-Other Professional & Technical Services account (10019170-70220). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 408.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Melissa Hon, Assistant to the City Manager

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 1B Resolution to provide financial support in the amount of $17,625 for the Feasibility Report and Economic Impact Analysis regarding a potential multi-sport complex in Bloomington-Normal.
- 1C Town of Normal, Illinois Request for Proposal and Quote
- 1D Sports Facilities Advisory, LLC Proposal
- 1E Normal Town Council Action Report dated March 2, 2018
- 1F Sports Facilities Advisory, LLC Contract

RESOLUTION NO. 2018 –

A RESOLUTION TO PROVIDE FINANCIAL SUPPORT IN THE AMOUNT OF $17,625 FOR THE FEASIBILITY REPORT AND ECONOMIC IMPACT ANALYSIS REGARDING A POTENTIAL MULTI-SPORT COMPLEX IN BLOOMINGTON-NORMAL.

WHEREAS, a strategic goal of the City of Bloomington is a Great Place – Livable, Sustainable City; and

WHEREAS, an objective of that strategic goal is to provide appropriate leisure and recreational opportunities responding to the needs of the residents; and

WHEREAS, another strategic goal of the City of Bloomington is to Grow the Local Economy; and

WHEREAS, an objective of that goal is attraction of new targeted businesses that are the "right" fit for Bloomington; and

WHEREAS, the community has expressed interest in exploring the concept of a multi-sport complex; and

WHEREAS, the Town Council of Normal approved a contract for $47,000 with Sports Facilities Advisory, LLC, to complete a Feasibility Report and Economic Impact Analysis regarding a potential Multi-Sport Complex in Bloomington-Normal, Illinois ; and

WHEREAS, the Convention and Visitors Bureau has pledged support for this study and will ensure a thorough evaluation process, effective community engagement and a practical final report that can be useful to community stakeholders; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bloomington, Illinois, supports the Feasibility Report and Economic Impact Analysis regarding a potential Multi-Sport Complex in Bloomington-Normal, Illinois, and will provide a financial contribution in the amount of $17,625.

ADOPTED THIS 9th day of April 9, 2018.

APPROVED THIS _____ day of April 9, 2018.

CITY OF BLOOMINGTON: **ATTEST:**

_____ _____

Tari Renner, Mayor Cherry Lawson, City Clerk

TOWN OF NORMAL, ILLINOIS

REQUEST FOR PROPOSAL and QUOTE

Feasibility Report and Economic Impact Analysis

ISSUE DATE: **Monday, December 11, 2017**

PROPOSALS DUE: **Wednesday, January 10, 2018**
2:00 P.M. (Local Time)

SUBMIT TO: **Town of Normal**
City Clerk
11 Uptown Circle,
Normal IL 61761

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VI. REQUIRED SUBMITTALS 6

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PROFESSIONAL AND CONSULTANT SERVICES CONTRACT 9

I. INVITATION TO SUBMIT PROPOSALS AND QUOTES

The Town of Normal *("*the Town") is seeking Proposals and Quotes from qualified firms specializing in feasibility and economic impact analysis to provide an assessment and analysis of a potential multi-sport complex or facility in Bloomington-Normal, IL.

II. RESPONSE INSTRUCTIONS

A. Sealed qualification packages, plainly marked "Bloomington-Normal Sports Complex Feasibility Report and Economic Impact Analysis" on the outside of the envelope, addressed to the Town of Normal, 11 Uptown Circle, Normal IL 61761 will be accepted until 2:00 PM local time on Wednesday, January 10, 2018.

B. Any questions should be submitted in writing to Doug Damery, Director of Parks & Recreation, at 309-454-9544 or ddamery@normal.org by Friday, January 5, 2018 and will be answered via written addendum. Any oral communications will be considered unofficial and non-binding on the Town.

C. Packages may be delivered in person to the City Clerk by the required date and time. Submittal packages delivered after the posted deadline will not be considered for selection. No faxed, telephone, or email proposals will be accepted.

D. The Town is not liable for any costs incurred by Respondents in preparation of a response.

E. The Town of Normal reserves the right to reject any or all qualification packages received, and to waive any irregularities or information in the evaluation process. The final selection is the sole decision of the Town of Normal, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.

F. The Town intends to enter into a written contract with the selected Respondent. This RFPQ and the Response, or any part thereof, may be incorporated into and made a part of the final contract. A sample contract has been included. The Town reserves the right to negotiate the terms and conditions of the contract with the selected Respondent.

III. OVERVIEW & BACKGROUND INFORMATION

A. The Town of Normal is located in Mclean County in Central Illinois adjacent to the City of Bloomington with a population of approximately 54,264 residents in Normal and 78,005 residents in Bloomington with a total population of 172,418 in Mclean County. Bloomington-Normal is home to Illinois State University, Illinois Wesleyan University as well as Headquarters for State Farm, Country Companies

B. The Town of Normal is interested in identifying any sports opportunities that best meet demands in providing athletic facilities to serve as a regional, state and national attraction increasing and enhancing the economic impact for the Bloomington-Normal area.

C. The Bloomington-Normal area has identified a need to develop a new soccer complex to replace existing community fields operated by local soccer organizations and maintained by Bloomington Parks & Recreation. These fields are located on airport property and must be vacated within the next several years. There are also several other field sports that need space for practices, games and tournaments. This presents an opportunity to identify a new site and develop a multi-sport complex that will not only meet the economic impact goals of a facility but also the local needs of several sports organizations.

D. The Town of Normal has experience in providing regional and national events and is well respected for its efforts to host National USA Softball Championships on a regular basis since 1991 at the Champion Fields softball complex in Maxwell Park. Bloomington-Normal and the Sports Commission has also played host to numerous Illinois Elementary School Association (IESA) and Illinois High School Association (IHSA) state-wide events and State Finals competitions.

E. Bloomington-Normal boasts an excellent interstate highway network, with Interstate 55, 74 and 39 intersecting to provide easy access from Chicago, St. Louis and Indianapolis; which also makes for an easy drive from all neighboring states including Wisconsin, Michigan, Indiana, Kentucky, Missouri and Iowa.
F. The Central Illinois Regional Airport provides non-stop service to Atlanta, Chicago, Dallas-Fort Worth, Minneapolis-St. Paul, Orlando and Tampa-St. Petersburg linking Bloomington-Normal one stop from anywhere in the world.

IV. SCOPE OF SERVICES

The Town seeks professional services to provide a market assessment, feasibility report and economic impact analysis for the consideration of building a new sports complex and/or facility in Normal, Illinois that will become a regional and national destination for youth and adult sports activities and events and serve the local population as well.

The Town is open to exploring all traditional and non-traditional sports programming opportunities and expects the report and analysis to include, but not be limited to the following:

1. **Research and Market Analysis, including:**
   A. Stakeholder interviews
   B. Market demographics
   C. Analysis of competition/provider sites
   D. Comparison of these venues to existing facility performance in other markets
   E. Evaluation of existing facilities, program and pricing
   F. Program and pricing study
   G. Identification of the best program and recommend facilities to best meet market demand
   H. Identification and right size the program plan and facilities to market demand
   I. List intended uses and flexibility for the facility and funding limitations
   J. Identification of potential sites or locations within Normal to best capitalize on economic impact

2. **A profit and loss analysis, including a financial forecast for a 5-year period. The financial forecast is to include a Pro forma Budget with the following elements:**
   A. Detailed Construction and Startup Costs
   B. Debt service and Financing Alternatives
   C. Cash flow forecasts
   D. Management and administrative expense breakdown
   E. Operating expense breakdown
   F. Individual business unit expense breakdown
   G. Direct spend economic impact
   H. Revenue back to the public entity through tax collections
   I. Other miscellaneous costs
   J. Projected list of events and activities
   K. Marketing Strategies

3. **Overall community economic impact of the project, including total number of visitors**

4. **Summary Report to include an overview of Market Research Analysis, 5-Year Pro forma Feasibility Report, Economic Impact Analysis and Operating Strategy including Management Model Alternatives and Potential Public/Private Partnership Opportunities**

V. SELECTION AND EVALUATION CRITERIA

Town of Normal staff will review the qualification packages received and based on the evaluation criteria listed below will select a shortlist of responders for an interview. An interview panel will be comprised of Town of Normal staff and potential other project stakeholders.

The Town may choose to contact officials from other jurisdictions regarding the consultant, their prior work experience, and their ability to successfully complete the scope of services. The Town may propose changes in the scope of services as deemed appropriate by the Town, before execution of the contract.

The Town of Normal Director of the Parks and Recreation will submit a final recommendation to the City Manager and the Town Council for ultimate approval. Upon selection of a Consultant, the Town intends to enter into an agreement to secure the services outlined herein.

The study should not be completed by an architecture firm or other firm with an interest in the construction and design fees. Design services should occur only after a project has been evaluated to be feasible.

EVALUATION CRITERIA

- Project approach and thorough understanding of the project scope, local issues, community needs
- Experience working with municipalities and other governments; understanding of needs assessment, feasibility studies, creation of proforma budgets and economic impact related to recreation facilities and events
- Quality of relevant sample projects including demonstrated athletic facilities assessments, plans, renovations
- Team organization and qualifications of team members
- Demonstrated ability to meet project schedules and budgets
- Responsiveness to the submittal requirements

TIMELINE

- Qualification Packages due January 10, 2018
- Shortlisted Firms Notified January 24, 2018
- Interviews Week of February 5, 2018
- Consultant Selected February 19, 2018
- Anticipated Project Start March 2018

VI. REQUIRED SUBMITTALS

Responses shall address the requirements set forth in the RFPQ and shall describe how the Services shall be provided, cost of same, and experience of the responding firm. All Responses shall follow the format described in this Section and be accompanied by all applicable forms contained in in this RFPQ document.

Provide eight (8) copies (which includes one unbound copy suitable for photocopying) of submittal. Provide one (1) electronic copy of the proposal in Adobe PDF format, on a readable USB Drive. All materials must be received no later than Wednesday, January 10, 2018 at 2:00 pm. All proposals must be in a sealed envelope and clearly marked "Bloomington-Normal Sports Complex Feasibility Report and Economic Impact Analysis". No faxed, telephone or email proposals will be accepted.

Response sections and pages shall be appropriately sequenced per the following outline:

1. **Proposal Response Cover Sheet**
   - Complete the form provided in this RFPQ document
2. **Background Information/Qualifications:**
   - Provide a list of the names and a summary of qualifications, education, relevant experience and key role for personnel that will be involved with this project
   - Describe a brief history of the organization and their commitment and ability to provide the services similar to those detailed in this RFPQ
3. **Experience Summary and References:**
   - Describe the organization's experience in providing services similar to those detailed in this RFPQ. Qualified firms must be able to demonstrate forecast to actual results.
   - The firm producing the pro forma should have extensive access to existing operational cash flow, bookings reports, and room nights data from current day operations to provide real-world comparatives.
   - Include details of at least 3-5 projects completed within the past five (5) years of a similar nature, size and scope, including quoted and final invoiced price. These projects should include the name, title, and contact information to be utilized as references
4. **Assessment Methods and Fee Schedule:**
   - Describe the methods to be used to complete the analysis, including staff involved, types of data to be provided and format of same
   - Timeline of project should be provided in this section, outlining phases of project and target completion time
   - Provide itemized cost of all processes/stages of work involved in completing assessment and total cost of assessment, including any/all deliverables, staff/labor costs, and supplies
5. **Applicable Licenses**
   - Provide copies of any relevant and applicable licenses
   - Provide a copy of the firm's Form W-9

   NOTE: Quoted fees shall be valid for a minimum of 90 days upon receipt.

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the RFPQ.

The Town Council of the Town of Normal reserves the right to accept or reject any and/or all responses in the best interest of the Town.

This response is submitted by the below named firm/individual by the undersigned authorized representative.

_____
(Firm Name)

BY _____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGEMENTS: (IF APPLICABLE)

Addendum# 1 dated_____Initials _____

Addendum# 2 dated_____Initials _____

Addendum# 3 dated_____Initials _____

PROFESSIONAL AND CONSULTANT SERVICES CONTRACT

Contract
(Professional & Consulting Services)

Town of Normal
[Project Title]

Services Requested:	
Date of Contract:	
Contract Amount/Rate: $	
Town of Normal: BY: _____ Mayor ATTEST: _____ Town Clerk COUNCIL BILL #: _____ DATE APPROVED BY COUNCIL: _____	Service Provider: BY: _____ Printed Name: Print Title:
Department: Contact:	
APPROVED AS TO FORM:	

1. **Scope of Services.**
The Service Provider agrees to perform the work set forth in Exhibit "A", attached and incorporated herein, which is a Proposal dated _____.

2. **Payment.**

2.1. The Town will compensate the Service Provider at the rate of _____ with a total not-to-exceed amount of _____.

2.2. Payment shall be due in the manner checked below:

___ (1) **Single Payment.** The Town will make payment after complete performance of the contract and upon the subsequent receipt by the Town of a properly executed invoice, together with waivers of liens from all suppliers and subcontractors. Payment for services rendered is due to the Service Provider upon completion of the work and after receipt by the Town of an itemized statement at the end of performance by the Service Provider.

___ (2) **Periodic Payment.** Payment for the portion of series rendered are due to the Service Provider upon the completion of each phase and upon the tender of an itemized statement by the Service Provider to the Town.

2.3. The itemized statement under §2.2 must describe the services rendered and must reference the date of the services, the person performing each service, and the fee for each time service is rendered and for each type of service rendered. The amount of the itemized statement may not exceed the total not-to-exceed amount set forth in §2.1.

2.4. The Town shall render payment within 30 days after the Town Council approves the payment, but in the event of any dispute as to any invoice, the Town will pay the amount that is not in dispute and will undertake discussions and negotiations with the Service Provider to resolve any discrepancy or dispute in any invoice and will, upon resolution of any discrepancy or dispute, pay the agreed-upon amount as soon as reasonably possible. The Service Provider waives, to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

3. Personal Services.

The parties, as the basis of this Contract, agree that _____, as representative of the Service Provider, shall personally perform or directly supervise the Service Provider's performance hereunder.

4. Time of performance.

The Service Provider shall devote such time, personnel and resources to the completion of the services provided for herein so as to complete the work _____. Time is of the essence of this Contract.

5. Insurance.

5.1. During the term of this Contract, at its own cost and expense, the Service Provider agrees to maintain, for all periods under this contract, insurance in the type and minimum amounts as follows:

5.1.1. General liability: Combined single limits of at least $1,000,000 per occurrence. General liability insurance must include:

(i) Products and completed operations coverage;
(ii) Contractor's Protective coverage; and
(iii) Personal Injury Liability coverage.

5.1.2. Professional liability: A professional liability errors and omissions policy with limits of at least $1,000,000 per claim. If the policy is written on a claims-made basis, then the retroactive date of the policy must predate the date of this contract and the policy term must extend at least one year beyond the completion date of this contract.

5.1.2. Errors and omissions: If the Service Provider provides services to the Town that are of a nature that professional liability insurance is not commercially available, then the Service Provider must provide evidence of errors and omissions insurance with limits of at least $1,000,000.

5.1.4. Workers' compensation: Workers' compensation insurance as required by the laws and regulations of the State of Illinois.

5.1.5. Automotive insurance. Combined single limits of at least $1,000,000 per occurrence. Auto liability must include hired and non-owned autos.

5.1.6. Umbrella policies: Umbrella liability policies may be used to satisfy the limits required under this §5.1.

5.2. All policies, except policies for professional liability, must be written on an occurrence basis. All policies must be written with insurance carriers who are qualified to do business in the State of Illinois and who are rated A-VII or better in the latest Best's Key Rating Guide. All policies must be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

5.3. The Town of Normal and its officers and employees must be named as an additional insured party on the general liability policy, automobile liability policy, and umbrella policy. The Town's interest as an additional insured party must be on a primary and non-contributory basis on all policies and be noted as such on the insurance certificates.

5.4. Prior to the execution of this contract, the Service Provider must provide the Town with a copy of the professional liability policy for approval, and the Town may not unreasonably withhold approval of the policy. In addition, the Service Provider must provide the Town with certificates of insurance showing evidence that the insurance policies required under §5.1 are in full force and effect and giving the Town at least 30 days' notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case the notice must be made 10 days before the cancellation. Any renewal certificate of insurance must be automatically provided to the Town at least 30 days prior to the policy expiration. If a self-insured retention or a deductible is maintained on any of the policies, then the amount of the retention or deductible is subject to approval by the Town; the Town may not unreasonably withhold the approval.

5.5. The Service Provider warrants that there is no conflict in coverage as disclosed between any certificate of insurance submitted to the Town and the insurance policy.

5.6. Nothing in this §5 may be construed as a limitation of liability for the Service Provider

6. Indemnity.

6.1. Service Provider agrees to indemnify and defend the Town and its officers, employees, agents, and assigns from and against all liabilities, losses, damages, penalties, claims, actions, suits costs, charges, subrogation, and expenses including reasonable legal and other professional fees and expenses and expert witnesses (collectively "Claims"), that may be imposed upon or incurred by or asserted against the Town and that arise out of any or all of the work or services performed under this contract by the Service

Provider, subcontractors, Service Providers, agents, or employees. The indemnification under this Section does not apply to the extent any damage is caused by the willful misconduct of Town or its officers or agents.

6.2. The Town has the right to estimate the amount of such Claims and pay the same, and any amounts so paid shall be deducted from the money due the Service Provider under this Contract, and the whole or so much of the money due or to become due the Service Provider under this Contract, as may be considered necessary by the Town, shall be retained by the Town until such Claims shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the Town.

6.3. Insurance coverage specified in this contract does not lessen or limit the liability of the Service Provider under this contract. The Service Provider is responsible for procuring and maintaining, at its expense, any additional kinds and amounts of insurance that, in the Service Provider's own judgment, may be necessary for the Service Provider's protection in the prosecution of the work.

7. Termination and suspension.

7.1. This Contract shall continue in full force and effect until completion of the Project unless it is terminated at an earlier date by either party, as set forth in this Section.

7.2. The Town may terminate this Contract with or without cause by giving no less than 14 days' written notice of the intent to terminate. Notice shall be considered given when deposited in the United States Mail, postage prepaid, and addressed to the Service Provider. The Contract shall cease and terminate on the 15th day after the date of Notice.

7.3. If either party materially breaches any provision of this Contract, then the non-breaching party may deliver written notice upon the other of the intention to terminate this Contract, containing the reasons for the intended termination. Unless, within 5 calendar days after the delivery of such notice, the violations cease and satisfactory arrangements for correction are made, the Contract terminates on the fifth calendar day after the notice is delivered.

7.4. In the event of termination, the Town shall pay the Service Provider for all services performed to the satisfaction of the Town that were actually, timely and faithfully rendered up to the receipt of the notice of termination, and thereafter, upon the express written direction of the Town, until the date of termination. The Service Provider will provide all work documents developed up to the date of termination prior to the Town rendering final payment for service, which documents become the property of the City.

7.5. The Service Provider is responsible for all costs incurred by the Town to enforce any provision of this Contract or to remedy any breach by the Service Provider of this Contract, including all court costs and reasonable attorneys' fees.

7.6. The parties may waive any provision in this Contract only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Contract, operates as a waiver of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

7.7. The enumeration of remedies expressly conferred upon a party by this Contract are cumulative with, and not exclusive of, any other remedy conferred by this Contract or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other.

8. Documents.

All documents generated by the Service Provider as the result of this Project, whether produced on paper or electronically and whether stored in paper form, electronically or by any other method, shall become the property of the Town upon completion or termination of the Project. The Service Provider is liable to the Town for the cost of replacement for loss or damage of any documents belonging to the Town while in the possession or control of the Service Provider.

9. Confidentiality.

The Service Provider shall hold confidential the business and technical information obtained or generated in performance of services under this Contract, and as identified in writing by the Town as confidential.

10. Nature of Service Provider's relationship with Town.

The Service Provider will be acting as an independent contractor and not as an employee of the Town. This is a personal service contract and the work shall be performed to the satisfaction of the Town, as it shall, in its sole discretion, determine.

11. Copyright.

The Service Provider assigns to the Town any and all of Service Provider's rights under copyright laws for work prepared by the Service Provider, its employees,

subcontractors or agents in connection with this Contract, including any and all rights to register the copyright, renewal rights, determination rights, and import rights. The Service Provider agrees to execute any additional documents the Town may request to effectuate the assignment of said copyright.

12. Successors and Assigns.

The Town and Service Provider each bind the other and their respective successors and assigns, in all respects, to all of the terms, conditions, covenants and provisions of this Contract, and any assignment or transfer by the Service Provider of its interest in this Contract without the written consent of the Town is void.

13. Compliance with Law; choice of law; venue.

13.1. The Service Provider shall comply with any and all applicable Federal, State and local laws.

13.2. This Contract is to be governed by and construed in accordance with the laws of the State of Illinois. This Contract shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

13.3. Any litigation filed by the Service Provider or the Town against the other party and involving this Contract must be filed in the Circuit Court of McLean County, Illinois.

14. Use of the Town's name.

The Service Provider may, after the completion of the Contract, publish the fact and nature of this engagement without further permission of the Town. The Service Provider may not use the Town's name in any advertisements without prior written City permission.

15. Third parties.

Nothing in this Contract is intended to confer any right or remedy on any person other than the Town and the Service Provider, and their respective successors and permitted assigns, nor is anything in this Contract intended to affect or discharge any obligation or liability of any third persons to the Town or to the Service Provider, nor to give any such third person any right of action or subrogation against the Town or the Service Provider.

16. Notice.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Contract must be in writing and must be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by overnight courier, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Service Provider:	With copies to:
_____	_____

To the Town:	With copies to:
Town Clerk City Hall 11 Uptown Circle Normal, IL 61761	_____

17. Time for performance.

Time is of the essence in this Contract. If the time for performance of any obligation falls on a Saturday, Sunday, or legal holiday, then the deadline is extended until the next business day.

18. Captions.

Captions of the Sections of this Contract are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

19. Amendments.

This Contract may be amended only by a written agreement of the Town and the Service Provider that identifies itself as an amendment to this Contract.

20. Severability.

If any provision of this Contract is determined to be invalid, illegal, or unenforceable, then the remaining provisions remain in full force and effect if the essential terms and conditions of this Contract for each party remain valid, binding, and enforceable.

21. Merger.

This Contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Contract are expressly merged into and superseded by this Contract. The provisions of this Contract may not be explained, supplemented, or qualified through evidence of prior trade usage or a prior course of dealing. In entering into this Contract, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Contract. There are no conditions precedent to the effectiveness of this Contract other than those expressly stated in this Contract.

20. **Survival of Provisions.**
Any terms of this Contract that by their nature extend after the end of the Contract, whether by way of expiration or termination, will remain in effect until fulfilled.

21. **Additional Contract Documents.**
The following documents are incorporated by reference as a part of this Contract:

☒ Exhibit A (Service Provider's Proposal, Quote, Scope of Work, Statement of Work, etc.)

☒ Disclosure Affidavit

☒ Vendor Certification

☒ Insurance Certificate as under Section 5

☐

☐ _____

[Remainder of page intentionally blank]

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the RFPQ.

The Town Council of the Town of Normal reserves the right to accept or reject any and/or all responses in the best interest of the Town.

This response is submitted by the below named firm/individual by the undersigned authorized representative.

Sports Facilities Advisory, LLC
(Firm Name)

BY _____
(Authorized Representative)

Eric Sullivan
(Printed or Typed Name)

ADDRESS 600 Cleveland Street

Suite 910

CITY, STATE, ZIP Clearwater, FL, 33755

TELEPHONE (727) 474-3845

FAX (727) 462-2800

ADDENDA ACKNOWLEDGEMENTS: (IF APPLICABLE)

Addendum# 1 dated_____Initials _____

Addendum# 2 dated_____Initials _____

Addendum# 3 dated_____Initials _____

January 3, 2018

Town of Normal, IL
Attn: Doug Damery
11 Uptown Circle
Normal, IL 61761

Dear Mr. Damery & Selection Committee,

The Sports Facilities Advisory (SFA) is pleased to present this submittal packet to the Town of Normal, IL in response to the Request for Proposals (RFP) to commission a Feasibility Report and Economic Impact Analysis. Based on the requested process and deliverables, we are confident that our proposed scope will meet and exceed the Town's expectations.

Since our founding in 2003, SFA's has remained focused on improving the health and economic vitality of the communities we serve. SFA has overseen the feasibility studies for a portfolio totaling more than $8 Billion in planned sports tourism & recreation facilities. Additionally, through SFM, our team has hosted more than 50 million visits to our managed facilities since 2014.

The selection of SFA's planning services will result in a broad analysis which utilizes our proprietary systems, uncovers and identifies realistic opportunities that can be fully developed, and includes options and recommendations that are focused on your definitions of success. We understand that the need to re-locate the soccer fields on airport property have been identified, as well as, the need for additional field sports that need space to practice, have games, and to host tournaments. Our process will identify both the local facility needs and sports tourism opportunities with a recommendation to balance those desired outcomes.

The culmination of our approach will contain a market research based study. This will include estimated development costs, operating budgets, an economic impact forecast, job creation data, and a narrative summary report outlining SFA's methodology and findings.

The scope and requirements described in the RFP suggest that the Town is "…interested in identifying any sports opportunities that best meet demands in providing athletic facilities to serve as a regional, state, and national attraction increasing and enhancing the economic impact for the Bloomington-Normal area." This perfectly aligns with the typical process SFA implements on municipal sports and recreation projects including those that emphasize a focus on sports tourism.

SFA enters this RFP process with the understanding and anticipation of working with the Town to arrive at the structure and approach that produces the highest likelihood of success for this project. I, Eric Sullivan, will serve as the key contact person for the Town for the proposal and all project related matters.

Sincerely,

Eric Sullivan
Partner
Sports Facilities Advisory, LLC
600 Cleveland Street, Suite 910
Clearwater, FL 33755
D: (727) 674-2363 | esullivan@sportadvisory.com

APPROACH AND METHODOLOGY

The following sections will demonstrate how SFA envisions the structure, approach, and overall strategy of the assignment. SFA understands that this RFP is being issued by the Town to understand the feasibility of a new sports complex. More specifically, this Feasibility Report must determine the need, amenities, location, and cost of a new sports complex that can meet the minimum needs:

- Redevelop the existing soccer fields that are on airport property
- Host community practices, games, and tournaments
- Drive economic impact through sports tourism

The goal of determining the feasibility for a new sports complex that serves the local community is perfectly aligned with SFA's core competency. The process and methodology proposed in this RFP response have been effectively utilized to support the development of tens of millions of dollars in similar projects across the United States. SFA will work closely with the Town to ensure the project achieves the desired goals and is completed in the required turnaround from contract execution. SFA will assign a dedicated Account Executive, EVP/Partner - Evan Eleff, to oversee this process to provide a consistent point of contact for the Town and to "quarterback" SFA's extensive internal and external resources.

Additional Resources will include SFA's market research specialists, business analysts, and sports operational experts for both local programming and sports tourism. Hours and bill rates for resources have been identified in the proposed scope and fee schedule.

To complete the requested scope of work, SFA anticipates approximately a ten (10) week project timeline. Assuming a project kickoff in the beginning of February, the table below demonstrates the anticipated milestones for the project. The steps and associated timeline include:

SFA Project Steps	Wks	Date	Feb	Feb	Feb	Feb	Mar	Mar	Mar	Mar	Apr	Apr
		Week	5	12	19	26	5	12	19	26	2	9
Step 1												
Existing Data Review	1											
Market Study	2											
Step 2												
Business Development Planning Session	1											
Stakeholder & Strategic Planning Meetings	1											
Step 3												
Detailed Pro Forma	5											
Economic Impact Analysis	2											
Step 4												
Feasibility Report	2											
Delivery Meeting & Next Steps	1											

DEV PATHIK

Founder and CEO, SFA

Dev began his career as an Outward Bound lead instructor and wilderness guide. For more than 20 years, Dev has owned, operated, and advised a wide range of sport, adventure, education, and special events venues. Prior to the launch of SFA in 2003, Dev founded and sold an International Eco-Tourism Company, a ten-acre corporate team development center, two specialized business development firms, and he served as an active investor in a number of other sport and recreation focused businesses.

Today, Dev is widely regarded as an industry thought leader who has contributed to the well-being of communities around the world. Dev has led efforts to integrate adventure sports, education, leadership development, and traditional sports that make a difference in communities. Dev is a sought after public speaker, leadership mentor, and advisor.

Under his leadership SFA & SFM have achieved a global brand presence and the measurable impacts to become respected as the leader in strategy, finance, and management of sport and recreation assets. Dev's expertise and thought leadership have been sought out by The Wall Street Journal, Forbes, MarketWatch, CNBC, NBC, The Aspen Institute Sports & Society, The National Association of Sports Commissions, The National Recreation and Parks Association, The Sports Business Journal, Sports Travel Magazine and many others.

Dev serves numerous Boards of Directors including Outward Bound USA, The YMCA, Leadership Pinellas, various Economic Development Councils, Downtown Revitalization Organizations, and Youth Serving Causes.

Education
University of Maryland College Park
Bachelor of Arts, Psychology

Industry Experience
20 Years

Certifications & Affiliations
Bo Jackson's Elite Sports Development Group
Bo Jackson's Sports Leadership Centers of America
Empower Adventure Operations
Leadership Pinellas
Board Member, YMCA Suncoast
Downtown Clearwater Partnership

Notable Projects
Salvation Army Kroc Center
South Bend, IN

Canada Games Centre
Halifax, Nova Scotia, Canada

Aviator Sports & Events Center
Brooklyn, NY

Thomas A. Robinson National Stadium & Queen Elizabeth Sports Centre
Nassau, Bahamas

Strategic Master Planning Projects
Chesapeake Community Activity Center and Tennis Complex
Chesapeake, VA

Maryland National Capital Parks & Planning Commission
Riverdale, MD

USA Regional Trade Center
Sharjah, UAE

Adventure Sports Resort
Pahrump, NV

ERIC SULLIVAN

Executive Vice President, Business Development | Partner

Eric earned his MBA in international Business and began his career as a professional soccer player. He joined SFA in 2006 and has since held nearly every operational role through SFA & SFM's growth. Eric now leads SFA and SFM's growth effort by designing service solutions that help our clients achieve their goals.

Eric developed the original financial and market analysis tools that SFA is most well-known for and led the first facility opening projects in our company history that paved the way for the launch of SFM. Since joining SFA & SFM in 2006, Eric has overseen and served as an advisor to hundreds of projects including market studies, financing plans, development plans, turn-arounds, and new facility openings. His work in domestic and international markets has included projects in the U.S., Canada, Caribbean, United Kingdom, Latin America, Asia, and the Middle East. Eric currently leads SFA & SFM's expansion efforts in our continued vision to integrate sports, fitness, education, leadership development, and adventure sports into communities around the globe.

In 2012, he was honored as a member of the Tampa Bay Business Journal's "30 Under 30" Up and Comers class. In total, Eric has been a catalyst for SFA's growth, leading the entire planning, funding, and grand opening of more than $500 million in sports, fitness, recreation, and entertainment facilities.

Education

Niagara University
Bachelor of Business Administration
MBA-International Business

Industry Experience

10 Years

Certifications & Affiliations

Bo Jackson's Elite Sports Development Group
Bo Jackson's Sports Leadership Centers of America
CoreNet Global, Business Resource
Empower Adventure Operations
Leadership Pinellas
Clearwater Chamber of Commerce
Big Brothers, Big Sisters of Tampa Bay

Notable Projects

Salvation Army Kroc Center
South Bend, IN

Spooky Nook Sports Complex
Lancaster, PA

BucksMont Indoor Sports Center
Hatfield, PA

Canada Games Centre
Halifax, Nova Scotia, Canada

The Legends Sports Complex
The Woodlands, TX

Rocky Top Sports World
Gatlinburg, TN

EVAN ELEFF

Executive Vice President, SFA | Partner

Evan began his career with more than 8 years in facility operations and as a Program Manager within one of the largest YMCA systems in the U.S. Evan joined SFA in 2012 as a business analyst, Account Executive, and today Evan serves as Executive Vice President of SFA overseeing the company's customer service and delivery systems as well as the team of strategic advisors, business analysts, project managers, and research specialists who produce SFA's market research, feasibility, and financing services. Since joining Evan has served a portfolio of over 400 projects totaling more than $4.5 billion in planned and operational sports tourism, community recreation, and large-scale, master-planned sport, recreation, wellness, and entertainment destinations.

Evan holds a Master's Degree in Sport Management from University of Florida and formerly served as operations director for the largest YMCA branch in the Tampa Bay region.

Education

University of Florida
Master's Degree – Sports Management

Industry Experience

Program Operations- 7 Years
Facility Operations- 4 Years
Facility Planning- 3 Years
Operational Advisory Services- 3 Years

Certifications & Affiliations

US Indoor Sports Association
Athletic Business
Instruments 4 Life
Tampa YMCA
Blue Ridge Leaders' School
Nat'l Association of Sports Commissions
Nat'l Recreation & Parks Association

Notable Projects

Rocky Top Sports World
Gatlinburg, TN

Myrtle Beach Sports Center
Myrtle Beach, SC

Upward Sports Center
Spartanburg, SC

BucksMont Sports Center
Hatfield, PA

The Stadium
Moorpark, CA

Perfect Game Sports Complex
Lancaster, PA

Gatlinburg Sports Complex
Gatlinburg, TN

Spooky Nook Sports Complex
Lancaster, PA

Round Rock Sports Complex
Round Rock, TX

The Aramex Group, Inc.
Chicago, IL

DAN MORTON

Business/Financials Analyst and Project Manager

Dan began his career in facility management of an indoor sports venue in the Northeast United States. For several years, he learned the day-to-day operations of sports and recreation facilities, holding a variety of positions from Coach to Manger on Duty to Sports Program Manager. This experience equipped him for a transition to the planning and analysis of new facility developments with SFA.

Dan joined SFA in 2012 as a market research and document specialist, and today serves as a Project Manager and Business Analyst leading SFA's team of market specialists and business analysts through the development of market studies, financial forecasts, economic impact analyses, feasibility studies, and existing facility optimization plans. His work in this area is focused on serving SFA's clients to provide the most accurate and reliable information possible through dynamic financial and economic impact forecasting to create facility models that fulfill client goals as well as SFA's mission to positively impact the lives of its clients and the communities they serve.

Since joining, Dan has worked on a portfolio of over 350 projects totaling more than $4 billion in planned and operational recreation, wellness, entertainment, and sports tourism assets. Dan earned a degree in Sport and Recreation Management from Temple University's School of Tourism and Hospitality Management.

Education

Temple University – School of Tourism and Hospitality Management
Bachelor's Degree, Sport and Recreation Management

Industry Experience

3 years facility operations (BISC)
3 years SFA|SFM

Notable Projects

The Legends Sports Complex
The Woodlands, TX

Aviator Sports & Events Center
Brooklyn, NY

Greater Lansing Sports Authority
Lansing, MI

Hill Country Indoor
Bee Cave, TX

Bo Jackson's Elite Sports Columbus
Hilliard, OH

City Beach
Fremont, CA

BucksMont Indoor Sports Center
Hatfield, PA

The HUB
Marion, IL

Myrtle Beach Sports Center
Myrtle Beach, SC

Rocky Top Sports World
Gatlinburg, TN

Upward Star Center
Spartanburg, SC

EMPOWER Adventures
Middletown, CT & Middleburg, VA

Recreation Center Feasibility Study
Fort Dodge, IA

Financial & Feasibility Study
Rocky Mount, NC

ROCKY TOP SPORTS WORLD

Gatlinburg, TN

City of Gatlinburg & Sevier County Economic Development Council Tennessee

Date of Performance: July 2012- Currently Full-time Managed

SFA | SFM's Role: The initial market analysis and community needs/demand assessment phase included SFA's typical process of strategic planning, key stakeholder and user group interviews. Discussions involved key decision-makers related to the program plan (facilities, parking, sports surfaces, lighting, concessions, and other specifics), the financing structure, the operating and management model, main and ancillary revenue-generating business units, and site analysis. SFA's work also included a detailed financial forecast and economic impact analysis, an organizational and reporting structure chart, an organizational and management development timeline, and onsite presentations.

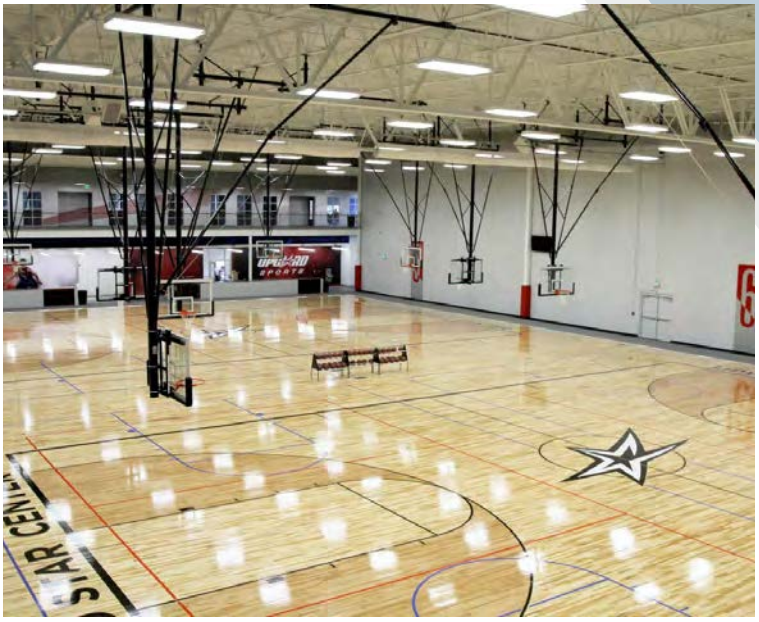
The City/County collective then contracted SFA's management entity – Sports Facilities Management (SFM) – to become the full-time management entity for this sports tourism destination. Following the thorough recruiting and staffing process to fill out the management team, SFM then embarked upon the very successful pre-opening marketing campaign. SFM's Leadership Team met its year one booking objectives three months prior to the August 2014 Grand Opening. Year one forecasted economic impact to be $10M; the actual year one economic impact was $17M. Year one also forecasted 26 events; actual booked and delivered events were 46 in total.

Scope of Work:

- Market Study
- On-Site Planning & Strategy Meetings
- Public Surveys & Outreach
- Stakeholder & User Interviews
- Development of Financial Forecast
- Economic Impact Analysis
- Organizational Chart
- Pre-Opening Development
- On-Site Presentations
- Management Plan
- Full Suite of Pre-Opening Initiatives
- Full time management

UPWARD STAR CENTER

Spartanburg, SC



Date of Performance: April 2012- Current

SFA | SFM's Role: In the first scope of work, SFA completed a market analysis and demand analysis, facilitated a round of strategic planning sessions with organizational leaders and key stakeholders, and conducted interviews with existing and potential program directors. Next, SFA outlined the recommended facility program to support the anticipated programming; created construction and start-up cost estimates, and produced a full set of financial and facility utilization projections. Finally, SFA presented the results of the study and projections to the Upward Sports executive team and Board of Directors.

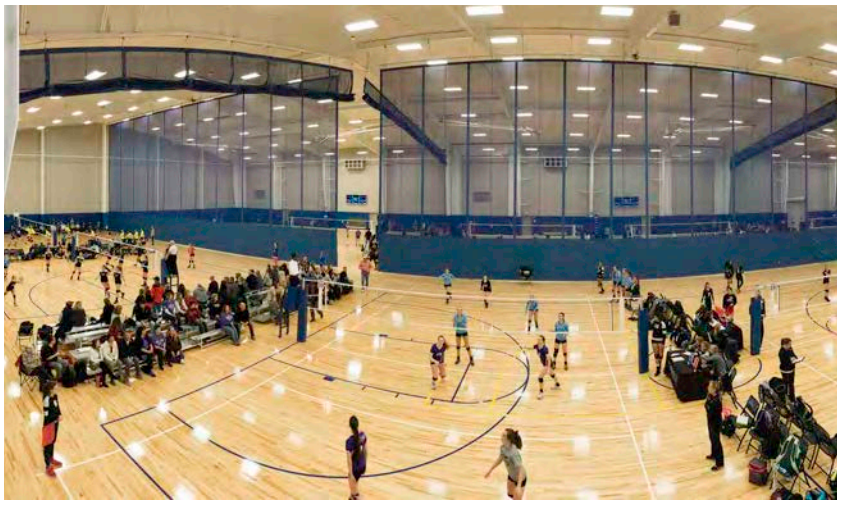
In the second phase, SFA worked with Upward to analyze a set of scenarios related to the purchase of existing buildings versus new construction, phased developments, etc. When the final decision was made for new construction of an indoor/outdoor model, SFA was engaged for a third scope of work to assist in design services by working with the design-build team and support the vendor selection and equipment procurement processes. In the fourth phase of work, SFA led pre-opening development for The Star Center by creating the pre-opening timeline and executing on the processes, including hiring, business development, financial development, marketing, program development, and staff training. Today, SFM supports with management consulting services to ensure the ongoing development of people, programs, and business practices.

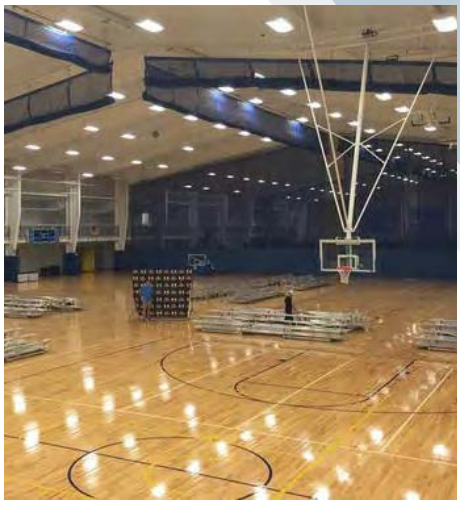
Scope of Work:

- Market Study
- Planning & Strategy Meetings
- Site Tours
- Stakeholder & User Group Interviews
- Development of Financial Forecast
- On-Site Presentation
- Supplemental Financial Forecasts
- Design Consultation
- Vendor Procurement and Purchasing Support
- Pre-Opening Timeline Development
- Pre-Opening Management Services
- Asset Management

MYRTLE BEACH SPORTS CENTER

Myrtle Beach, SC





Date of Performance: March 2013- Currently Full-time Managed

SFA | SFM's Role: The initial market analysis and community needs/demand assessment phase included SFA's typical process of strategic planning, key stakeholder and user group interviews, and involved discussions with key decision-makers related to the program/activity plan (facilities, parking, sports surfaces, lighting, concessions, and other specifics), the financing structure, the operating and management model, main and ancillary revenue-generating programs, and site analysis.

SFA's work also included a detailed financial forecast and economic impact analysis, an organizational and reporting structure chart, an organizational and management development timeline, and on-site presentations. The City then contracted SFM for a full suite of pre-opening services, including a Pre-Opening Development Plan & Timeline as well as the setup and implementation of management and operating systems for the complex and the business. This led to a Full-Time Management agreement.

Scope of Work:

- Market Study
- On-Site Planning/Strategy Meetings,
- Site Tours Stakeholder/User Interviews
- Development of Financial Forecast,
- Economic Impact Analysis
- Organizational Chart
- Pre-Opening Development Plan/Timeline
- On-Site Presentations
- Full Suite of Pre-Opening Initiatives
- Full-Time Management

REFERENCES

Greg Patterson
Assistant Mayor
City of Gatlinburg
2231 Battle Ground Drive
Sevierville, TN 37862
(865) 201-2366
Gpatterson@seviercountytn.org

Project: Rocky Top Sports World

Mr. Clay Shill
VP of Operations
198 White Star Point
Spartanburg, SC 29301
(864) 574-4454
cshill@upward.org

Project: Upward Unlimited

Mr. John Pederson
City Manager
City of Myrtle Beach, SC
937 Broadway St
Myrtle Beach, SC 29578
(843)450-1042
Jpederson@cityofMyrtleBeach.com

Project: Myrtle Beach Sports Center

SCOPE OF SERVICES

Step 1: Kick off Meeting, Existing Data Review, & Local Market Study
To begin the project, SFA will organize a formal kick off call with the appropriate Town Staff to kick off this important project. This meeting will include:

- Introductions of all key team members from your and from SFA
- Review of the project goals, scope of work, and major steps within the scope.
- Data collection discussion. In this discussion, we will discuss available data, data that can be obtained through online research, and information about the market that you will share based on your knowledge, presence, and experience.
- Project communication – next steps, ongoing meeting schedule, set dates onsite

Coming out of the kick off call, SFA will review and assess any available existing operating and program information the Town has from existing operations. This may include program descriptions, schedules, organization/staffing information, operations resources, user group information, and other pertinent data.

In addition to reviewing Town data, SFA will conduct local market research to further understand local opportunities and constraints. The custom market research will include a drive time analysis of demographic factors like population and density, income and spending, growth trends, etc. Additionally, we will conduct very market specific sports and recreation factors such as participation trends, an analysis of existing service providers, and a review of local organizations. This level of research will allow us to facilitate an effective onsite strategy meeting in Step 2.

Step 2: Market/Site Tour, Stakeholder Interviews, and Business Development Planning & Strategy Session (BDPS)
In step 2, SFA will send 2-3 resources onsite for 2 days of meetings. This includes key staff interviews, user group discussions, potential site tours, and strategic planning session. This strategic planning session will help to provide insights into the project history, scope, needs, purpose, goals, and constraints. This step also assists SFA in learning potential contributions from program users and partners.

The BDPS will encompass discussions related to existing programs, project goals, and plans for site development, as well as topics such as the business model, the program plan, design/space considerations, alliances with sports and other user groups, utilization, funding/financing, competition analysis and market share, the management and staffing plan, and much more.

While in the market, SFA will facilitate interviews with key project stakeholders identified by the Town. This may include Town officials & staff, as well as other local community groups that will have vested interest in the construction, start-up, and/or operations of the proposed facilities.

Lastly, while in the market SFA will visit complimentary and competitive facilities in the greater Bloomington-Normal area. This may include municipal, privately owned, and school facilities in the area.

Travel expenses for the time onsite in step 2 have been built into SFA's "max-not-to-exceed" pricing.

Step 3: Detailed Financial Forecast (Pro Forma) & Economic Impact Analysis
In this step, SFA will complete more in-depth research/analysis to produce a 5-year cash flow forecast. SFA's pro formas are detailed, institutional-grade financial forecasts, used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, facility utilization, and more. The financial forecast will also address the wide range of key performance indicators and contributing factors that influence operations and the overall financial performance of the facility.

The pro forma will be provide you with detailed financial details related to and based on:

- The ideal business model to best meet the definitions of success for your facility
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model
- Utilization projections

In addition to the operational forecast, SFA will project the economic impact of the facility on an annual basis. Economic impact is defined as new off-site spending that will occur in the market as a result of tournaments and events held at the facility. This information is used to project economic activity from out-of-town visitors who would not be in the market but for the events that will be held at the facility.

The results, primarily quantified as room nights generated and direct spending, are used by elected officials and private developers alike to understand the impact that the venue will have on the lodging, dining, retail, entertainment, and transportation industries as well as on the tax base of the municipalities that benefit from new spending.

SFA's economic impact projections are developed based on projections for tournaments and events throughout the pro forma and reflective of several key drivers of economic impact, including:

- Number of Events
- Number of Teams
- Number of Participants
- Number of Affiliated Spectators
- Percent of Participants and Affiliated Spectators from Out of Town
- Length of Stay
- Average Daily Rate (ADR)
- Average Daily Expenditures (ADE)

Step 4: Feasibility Report
This document will serve as an executive level summary addressing the opportunity to execute your business model in your market and the resulting financial feasibility of the project. The report will be prepared with the understanding that it may become part of a package used to secure funding for the new facility. As with all SFA documents, this report will be developed for the eye of a broad audience including sophisticated funding sources. The report will include:

- Executive summary
- Market overview
- Demographic and socioeconomic overview
- Drive-time analysis
- Sports participation analysis
- Existing service provider overview
- Facility program and construction cost estimate
- Overview of programs, products, and revenue streams
- Summary of financial performance
- Conclusion with key findings and next steps

Once complete, SFA will provide the stakeholder team with a presentation of findings and recommended next steps.

Price Quote: $40,175 + $4,500 “Maximum not to exceed” travel expenses*

**SFA will invoice the Client for travel expenses within fifteen (15) days of any trips required. Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at $55 per consultant per day.*

FEE SCHEDULE

Normal, IL SFA Proposal & Project Schedule	SFA				Hours	Timetable
	Principal in Charge	**Project Manager**	**Project Resource**	**Project Resource**		
	Eric Sullivan	Evan Eleff	Dan Morton	Jared Carnes		
Step 1: Existing Data Review & Market Study	1	6	8	8	23	Weeks 1-3
Total Hours	1	6	8	8	**23**	
Step 2: Business Development Planning & Strategy Session, Key Stakeholder Meetings						Weeks 4-5
Strategy & Planning Session ("Kickoff Meeting")	1	4	4	4	13	
Key Stakeholder & Strategic Planning Meetings	2	8	12	12	34	
Total Hours	3	12	16	16	**47**	
Steps 3: Detailed Financial Forecast & Economic Impact Analysis						Weeks 6-9
Detailed Pro Forma	4	20	25	25	74	
Economic Impact Analysis	2	4	12	14	32	
Total Hours	4	20	25	25	**106**	
Step 4: Summary Report						Weeks 9-10
Development of Final Summary Report	2	5	8	10	25	
Delivery & Next Steps Meeting	2	4	2	2	10	
Total Hours	4	9	10	12	**35**	
Total Hours (Entire Scope)	12	47	59	61	211	
Bill Rates	275	275	225	175		
Resource Sub-Total	$3,300	$12,925	$13,275	$10,675		
Project Sub Total	$40,175.00		$4,500.00	Travel "Max not to Exceed"		
Project Grand Total	$44,675.00					

SFA will invoice the Client for travel expenses within fifteen (15) days of any trips required. Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at $55 per consultant per day.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sports Facilities Advisory, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
600 Cleveland St. Suite 910

Requester's name and address (optional)

6 City, state, and ZIP code
Clearwater, FL 33755

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
3	2	–	0	1	0	9	3	4	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 2/8/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

TOWN COUNCIL ACTION REPORT

March 2, 2018

Resolution Accepting a Proposal and Associated Budget Adjustment and Authorizing the City Manager to Negotiate A Professional Services Agreement with Sports Facilities Advisory, LLC To Conduct A Feasibility Study and Economic Impact Analysis of a Multi-Sport Facility

PREPARED BY:	**Doug Damery, Director of Parks and Recreation**
REVIEWED BY:	**Pamela S. Reece, Deputy City Manager**
BUDGET IMPACT:	**A budget adjustment in the amount of $47,000 in 001-8510-451.20-10 is required for this project. Funds from CVB in support of this project will offset the expense.**
STAFF RECOMMENDATION:	**Approval**
ATTACHMENTS:	**Proposed Resolution and SFA Proposal**

BACKGROUND

A request for proposals and quotations was issued on December 11, 2017 for a Feasibility Report and Economic Impact Analysis regarding a potential multi-sport complex in Bloomington-Normal. This process will utilize industry experts to conduct an assessment of sports markets within the community and surrounding region, including soccer, and provide an analysis on the sports tourism market as well as the potential economic feasibility of a sports complex. There has been significant discussion in recent months pertaining to a possible soccer complex on the west side of the community which has largely been driven by a specific developer interest. It is our intent to seek assistance from an independent consultant who has expertise in assessing these types of projects.

The selected firm will provide a comprehensive Market Evaluation and Feasibility Report of our local and regional marketplace and determine what sports tourism facilities, if any, could meet the goals of the project. The consultant will also identify preferred sites to maximize the economic impact. A detailed financial forecast pro forma budget and economic impact analysis will be expected outcomes from this process.

Throughout the process of development of the Pro Forma Budget, the consultant will review and provide recommendations regarding the ideal business model to best meet the definitions of success for the facility, realistic debt-to-equity mix and debt service, right-sized program spaces and space requirements, construction and start-up costs, revenues, facility and operating expenses, management and staffing models and utilization projections.

In addition, the Economic Impact Analysis will identify projected new off-site direct spending that will occur in the market. Based upon industry standards, the consultant will predict how events and activities at a multi-sports facility will draw patrons and ancillary spending so we will better understand the potential economic impact on lodging, dining, retail, entertainment, transportation and the community.

The final report is expected to provide the Town with data and detailed analyses to determine how and where a multi-sport complex could be a successful venture but also answer the fundamental questions of:

1. What type of facility is economically feasible, if any?
2. What is the economic impact on the community?
3. What operating strategies would best support such a facility?
4. What public/private partnership opportunities exist?

Twelve firms responded to the Request for Proposals and four firms were invited to conduct a presentation to a selection committee comprised of CVB Sports Marketing Manager Matt Hawkins, Deputy City Manager Pam Reece, Economic Development Director Sally Heffernan, Assistant Parks and Recreation Directors Gene Kotlinski and James Wayne, and Director Doug Damery. The four firms selected as finalists in the process included:

- Johnson Consulting of Chicago, IL
- Victus Advisors of Park City, UT
- Pros Consulting of Indianapolis, IN
- Sports Facilities Advisory (SFA) of Clearwater, FL

The selection committee utilized the following criteria to review proposals: project approach and understanding of scope; quality of relevant sample projects; team member qualifications; and demonstrated ability to meet project schedules and budgets.

The Convention and Visitors Bureau has pledged support for this study and will be partnering with the Town to ensure a thorough evaluation process, effective community engagement and a practical final report that can be useful to community stakeholders.

DISCUSSION/ANALYSIS

Interviews with and presentations from the four finalists were conducted on February 7, 9 and 14, 2018. Once the presentations were complete, the committee was unanimous in its selection to recommend Sports Facilities Advisory, LLC. SFA submitted a proposal with a base cost of $40,175 and $4,500 for travel associated with the study. Staff has requested SFA include one additional trip in their scope of work in order to ensure thorough on-site evaluation and community engagement. The final cost is expected not to exceed $47,000 which will include 3 on site visits.

Following Council approval of the proposal and direction to move forward with this analysis, staff and Administration will finalize a contractual arrangement with SFA. They will coordinate a kick off meeting, existing data review, local market study, site tour, stakeholder interviews, business development planning and strategy session, detailed financial forecast, economic impact analysis, feasibility report and public presentation of their final report.

Sports Facilities Advisory, LLC of Clearwater, Florida was founded in 2003, and has overseen the feasibility studies for a portfolio totaling more than $8 billion in planned sports tourism and recreation facilities. A few of their notable projects include Rocky Top Sports World in Gatlinburg, Tennessee; Upward Star Center in Spartanburg, South Carolina; and Myrtle Beach Sports Center in South Carolina.

Staff recommends Council support of SFA for this feasibility study and economic analysis. The expected timeline for a final report is 12 weeks.

Contract
(Professional & Consulting Services)

Town of Normal
Feasibility Study and Economic Impact Analysis

Services Requested:	Multisport Complex—Feasibility Study and Economic Impact Analysis
Date of Contract:	20 February 2018
Contract Amount/Rate:	$47,000

Town of Normal:

BY: _____
Mayor

ATTEST: _____
Town Clerk

COUNCIL BILL #: Resolution No. 5532

DATE APPROVED BY COUNCIL:
19 February 2018

Service Provider:

Sports Facilities Advisory, LLC

BY: _____
Eric Sullivan, Partner
Sports Facilities Advisory, LLC

Department: Parks and Recreation — Contact: Doug Damery, Director (309) 454-9540

APPROVED AS TO FORM: Brian Day, Corporation Counsel, Town of Normal

1. **Scope of Services.**
The Service Provider agrees to perform the work set forth in Exhibit A, attached and incorporated herein, which is a Proposal dated January 3, 2018.

2. **Payment.**

2.1. The Town will compensate the Service Provider at the rate of set forth in the Fee Schedule in Exhibit A with a total not-to-exceed amount of $47,000.

2.2. Payment shall be due in the manner checked below:

___ (1) **Single Payment.** The Town will make payment after complete performance of the contract and upon the subsequent receipt by the Town of a properly executed invoice, together with waivers of liens from all suppliers and subcontractors. Payment for services rendered is due to the Service Provider upon completion of the work and after receipt by the Town of an itemized statement at the end of performance by the Service Provider.

_X_ (2) **Periodic Payment.** Payment for the portion of series rendered are due to the Service Provider upon the completion of each phase and upon the tender of an itemized statement by the Service Provider to the Town.

2.3. The itemized statement under §2.2 must describe the services rendered and must reference the date of the services, the person performing each service, and the fee for each time service is rendered and for each type of service rendered. The amount of the itemized statement may not exceed the total not-to-exceed amount set forth in §2.1.

2.4. The Town shall render payment within 30 days after the Town Council approves the payment, but in the event of any dispute as to any invoice, the Town will

pay the amount that is not in dispute and will undertake discussions and negotiations with the Service Provider to resolve any discrepancy or dispute in any invoice and will, upon resolution of any discrepancy or dispute, pay the agreed-upon amount as soon as reasonably possible. The Service Provider waives, to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

3. Personal Services.

The parties, as the basis of this Contract, agree that Eric Sullivan, as representative of the Service Provider, shall personally perform or directly supervise the Service Provider's performance hereunder.

4. Time of performance.

The Service Provider shall devote such time, personnel and resources to the completion of the services provided for herein so as to complete the work May 1, 2018. Time is of the essence of this Contract.

5. Insurance.

5.1. During the term of this Contract, at its own cost and expense, the Service Provider agrees to maintain, for all periods under this contract, insurance in the type and minimum amounts as follows:

5.1.1. General liability: Combined single limits of at least $1,000,000 per occurrence. General liability insurance must include:

(i) Products and completed operations coverage;
(ii) Contractor's Protective coverage; and
(iii) Personal Injury Liability coverage.

5.1.2. Professional liability: A professional liability errors and omissions policy with limits of at least $1,000,000 per claim. If the policy is written on a claims-made basis, then the retroactive date of the policy must predate the date of this contract and the policy term must extend at least one year beyond the completion date of this contract.

5.1.2. Errors and omissions: If the Service Provider provides services to the Town that are of a nature that professional liability insurance is not commercially available, then the Service Provider must provide evidence of errors and omissions insurance with limits of at least $1,000,000.

5.1.4. Workers' compensation: Workers' compensation insurance as required by the laws and regulations of the State of Illinois.

5.1.5. Automotive insurance. Combined single limits of at least $1,000,000 per occurrence. Auto liability must include hired and non-owned autos.

5.1.6. Umbrella policies: Umbrella liability policies may be used to satisfy the limits required under this §5.1.

5.2. All policies, except policies for professional liability, must be written on an occurrence basis. All policies must be written with insurance carriers who are qualified to do business in the State of Illinois and who are rated A-VII or better in the latest Best's Key Rating Guide. All policies must be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

5.3. The Town of Normal and its officers and employees must be named as an additional insured party on the general liability policy, automobile liability policy, and umbrella policy. The Town's interest as an additional insured party must be on a primary and non-contributory basis on all policies and be noted as such on the insurance certificates.

5.4. Prior to the execution of this contract, the Service Provider must provide the Town with a copy of the professional liability policy for approval, and the Town may not unreasonably withhold approval of the policy. In addition, the Service Provider must provide the Town with certificates of insurance showing evidence that the insurance policies required under §5.1 are in full force and effect and giving the Town at least 30 days' notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case the notice must be made 10 days before the cancellation. Any renewal certificate of insurance must be automatically provided to the Town at least 30 days prior to the policy expiration. If a self-insured retention or a deductible is maintained on any of the policies, then the amount of the retention or deductible is subject to approval by the Town; the Town may not unreasonably withhold the approval.

5.5. The Service Provider warrants that there is no conflict in coverage as disclosed between any certificate of insurance submitted to the Town and the insurance policy.

5.6. Nothing in this §5 may be construed as a limitation of liability for the Service Provider

6. **Indemnity.**

6.1. Service Provider agrees to indemnify and defend the Town and its officers, employees, agents, and assigns from and against all liabilities, losses, damages, penalties, claims, actions, suits costs, charges, subrogation, and expenses including reasonable legal and other professional fees and expenses and expert witnesses (collectively "Claims"), that may be imposed upon or incurred by or asserted against the Town and that arise out of any or all of the work or services performed under this contract by the Service Provider, subcontractors, Service Providers, agents, or employees. The indemnification under this Section does not apply to the extent any damage is caused by the negligence or willful misconduct of Town or its officers or agents.

6.2. The Town has the right to estimate the amount of such Claims and pay the same, and any amounts so paid shall be deducted from the money due the Service Provider under this Contract, and the whole or so much of the money due or to become due the Service Provider under this Contract, as may be considered necessary by the Town, shall be retained by the Town until such Claims shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the Town.

6.3. Insurance coverage specified in this contract does not lessen or limit the liability of the Service Provider under this contract. The Service Provider is responsible for procuring and maintaining, at its expense, any additional kinds and amounts of insurance that, in the Service Provider's own judgment, may be necessary for the Service Provider's protection in the prosecution of the work.

7. **Termination and suspension.**

7.1. This Contract shall continue in full force and effect until completion of the Project unless it is terminated at an earlier date by either party, as set forth in this Section.

7.2. The Town may terminate this Contract with or without cause by giving no less than 14 days' written notice of the intent to terminate. Notice shall be considered given when deposited in the United States Mail, postage prepaid, and addressed to the Service Provider. The Contract shall cease and terminate on the 15th day after the date of Notice.

7.3. If either party materially breaches any provision of this Contract, then the non-breaching party may deliver written notice upon the other of the intention to terminate this Contract, containing the reasons for the intended termination. Unless, within 5 calendar days after the delivery of such notice, the violations cease and satisfactory arrangements for correction are made, the Contract terminates on the fifth calendar day after the notice is delivered.

7.4. In the event of termination, the Town shall pay the Service Provider for all services performed to the satisfaction of the Town that were actually, timely and faithfully rendered up to the receipt of the notice of termination, and thereafter, upon the express written direction of the Town, until the date of termination. The Service Provider will provide all work documents developed up to the date of termination prior to the Town rendering final payment for service, which documents become the property of the City.

7.5. The Service Provider is responsible for all costs incurred by the Town to enforce any provision of this Contract or to remedy any breach by the Service Provider of this Contract, including all court costs and reasonable attorneys' fees.

7.6. The parties may waive any provision in this Contract only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Contract, operates as a waiver of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

7.7. The enumeration of remedies expressly conferred upon a party by this Contract are cumulative with, and not exclusive of, any other remedy conferred by this Contract or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other.

8. **Documents.**

All documents generated by the Service Provider as the result of this Project, whether produced on paper or electronically and whether stored in paper form, electronically or by any other method, shall become the property of the Town upon completion or termination of the Project. The Service Provider is liable to the Town for the cost of replacement for loss or damage of any documents belonging to the Town while in the possession or control of the Service Provider.

9. **Confidentiality.**

The Service Provider shall hold confidential the business and technical information obtained or generated in performance of services under this Contract, and as identified in writing by the Town as confidential.

10. Nature of Service Provider's relationship with Town.
The Service Provider will be acting as an independent contractor and not as an employee of the Town. This is a personal service contract and the work shall be performed to the satisfaction of the Town, as it shall, in its sole discretion, determine.

11. Copyright.
The Service Provider assigns to the Town any and all of Service Provider's rights under copyright laws for work prepared by the Service Provider, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register the copyright, renewal rights, determination rights, and import rights. The Service Provider agrees to execute any additional documents the Town may request to effectuate the assignment of said copyright.

12. Successors and Assigns.
The Town and Service Provider each bind the other and their respective successors and assigns, in all respects, to all of the terms, conditions, covenants and provisions of this Contract, and any assignment or transfer by the Service Provider of its interest in this Contract without the written consent of the Town is void.

13. Compliance with Law; choice of law; venue.

13.1. The Service Provider shall comply with any and all applicable Federal, State and local laws.

13.2. This Contract is to be governed by and construed in accordance with the laws of the State of Illinois. This Contract shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

13.3. Any litigation filed by the Service Provider or the Town against the other party and involving this Contract must be filed in the Circuit Court of McLean County, Illinois.

14. Use of the Town's name.
The Service Provider may, after the completion of the Contract, publish the fact and nature of this engagement without further permission of the Town. The Service Provider may not use the Town's name in any advertisements without prior written City permission.

15. Third parties.
Nothing in this Contract is intended to confer any right or remedy on any person other than the Town and the Service Provider, and their respective successors and permitted assigns, nor is anything in this Contract intended to affect or discharge any obligation or liability of any third persons to the Town or to the Service Provider, nor to give any such third person any right of action or subrogation against the Town or the Service Provider.

16. Notice.
All notices, demands, requests, consents, approvals or other instruments required or permitted by this Contract must be in writing and must be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by overnight courier, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Service Provider:	With copies to:
Eric Sullivan, Partner Sports Facilities Advisory, LLC 600 Cleveland Street Suite 910 Clearwater, FL 33755	———

To the Town:	With copies to:
Town Clerk City Hall 11 Uptown Circle Normal, IL 61761	Parks Director 100 E. Phoenix Ave. Normal, IL 61761

17. Time for performance.
Time is of the essence in this Contract. If the time for performance of any obligation falls on a Saturday, Sunday, or legal holiday, then the deadline is extended until the next business day.

18. Captions.
Captions of the Sections of this Contract are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

19. Amendments.
This Contract may be amended only by a written agreement of the Town and the Service Provider that identifies itself as an amendment to this Contract.

20. Severability.
If any provision of this Contract is determined to be invalid, illegal, or unenforceable, then the remaining provisions remain in full force and effect if the essential terms and conditions of this Contract for each party remain valid, binding, and enforceable.

21. Merger.
This Contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the

parties' agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Contract are expressly merged into and superseded by this Contract. The provisions of this Contract may not be explained, supplemented, or qualified through evidence of prior trade usage or a prior course of dealing. In entering into this Contract, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Contract. There are no conditions precedent to the effectiveness of this Contract other than those expressly stated in this Contract.

20. **Survival of Provisions.**
Any terms of this Contract that by their nature extend after the end of the Contract, whether by way of expiration or termination, will remain in effect until fulfilled.

21. **Additional Contract Documents.**
The following documents are incorporated by reference as a part of this Contract:

☒ Exhibit A (Service Provider's Proposal)

☒ Disclosure Affidavit

☒ Vendor Certification

☒ Insurance Certificate as under Section 5.

[Remainder of page intentionally blank]

Pricing Addendum Normal, IL SFA Proposal & Project Schedule	SFA				Hours	Timetable
	Principal in Charge	**Project Manager**	**Project Resource**	**Project Resource**		
	Eric Sullivan	Evan Eleff	Dan Morton	Jared Carnes		
Step 1: Existing Data Review & Market Study	1	6	8	8	23	Weeks 1 - 3
Total Hours	1	6	8	8	**23**	
Step 2: Business Development Planning & Strategy Session, Key Stakeholder Meetings						Weeks 4 - 5
Strategy & Planning Session (ONSITE)	1	4	4	4	13	
Site Visit & Existing Facilities Tour	2	8	12	12	34	
Total Hours	3	12	16	16	**47**	
Steps 3: Detailed Financial Forecast & Economic Impact Analysis						Weeks 5 - 9
Detailed Pro Forma & Economic Impact Analysis	4	20	25	25	74	
Total Hours	4	20	25	25	**74**	
Step 4: Summary Report						Weeks 9 - 10
Development of Final Summary Report	2	5	8	10	25	
Delivery & Next Steps Meeting (ONSITE)	2	4	2	2	10	
Total Hours	4	9	10	12	**35**	
Total Hours (Entire Scope)	12	47	59	61	179	
Bill Rates	275	275	225	175		
Resource Sub-Total	$3,300	$12,925	$13,275	$10,675		
Project Sub Total	$40,175.00		$6,825.00		Travel "Max not to Exceed"	
Project Grand Total	$47,000.00					

This scope of work includes two (2) onsite trips. SFA will invoice the Client for travel expenses within fifteen (15) days of any trips required. Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at $55 per consultant per day.

CONSENT AGENDA ITEM NO. 9F-A

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: A Professional Services Contract with Crawford, Murphy & Tilly, Inc. for Professional Engineering Services related to the Construction Observation of the Evergreen Lake Pump Station Electrical Conversion, (RFQ 2016-04, Resolution 16-10), not to exceed the amount of $42,177.00, as requested by the Water Department.

RECOMMENDATION/MOTION: The attached Professional Services Contract with Crawford, Murphy & Tilly, Inc. for Professional Engineering Services related to the Construction Observation of the Evergreen Lake Pump Station Electrical Conversion in the amount not to exceed $42,177.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 2. Upgrade City Infrastructure and Facilities. Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Objective 2b. Quality water for the long term. Object 2e. Investing in the City's future through a realistic, funded capital improvement program. Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Through a separate Council item on the April 9, 2018, agenda, the Water Department is requesting approval for construction of the Evergreen Lake Pump Station Electrical Conversion capital project. This project provides for the construction of improvements to replace the existing 2400 volt electrical distribution system, switchgear, motor starters, and related equipment with 480 volt variable speed drives that will connect to the existing 480 volt motor control center in the pump station. The construction will include replacement of components due to failure, end of useful life, age, inefficiencies and safety concerns. The medium voltage motors will be rebuilt to be 480 volt higher efficiency motors. These improvements will reduce maintenance, improve safety for staff maintaining the facility, and improve the capacity of the water supply to the City.

The Water Department is not currently staffed adequately to provide construction observation for this project. Therefore, conditional to the construction approval of the capital project, staff is requesting approval for Crawford, Murphy & Tilly, Inc. to provide the construction observation. Consultant Construction Administration services for construction projects within the FY 2018 budget have been budgeted under the Water Department's Capital Improvement Plan.

Through Resolution 16-10, the City Council approved a list of pre-qualified vendors for engineering, architectural and land surveying services. Resolution 16-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the four firms under the utility category and determined Crawford, Murphy & Tilly, Inc. to be the most qualified firm to do the work.

Based on Crawford, Murphy & Tilly's selection under RFQ 2016-04 and their experience in the design and construction of electrical improvements at water system pump stations, Crawford, Murphy & Tilly was asked to submit a proposal for construction phase services for the Evergreen Lake Pump Station Electrical Conversion. Crawford, Murphy & Tilly's proposed Scope of Services and Professional Services Contract fee of $42,177.00 is a not to exceed total. For this specific project, as outlined above, Crawford, Murphy & Tilly was deemed to be the most qualified and best fit for the work out of the pre-qualified Engineering firms.

The schedule for the project is to begin with the award of the construction contract for the Evergreen Lake Pump Station Electrical Conversion.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016.

FINANCIAL IMPACT: The payment for these services are budgeted under the Water Administration–Architectural & Engineering Services for Capital Projects account (50100110-70051). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 129.

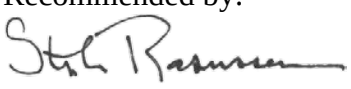
COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Annual operation/maintenance costs are anticipated to be reduced due to the installation of new motors with a lower future replacement cost and the energy efficiency achievable by the operation of the new variable frequency drives.

Respectfully submitted for Council consideration.

Prepared by:	Richard Bernard, P.E., Civil Engineer II, Water Department
Reviewed by:	Robert Yehl, PE, Water Director
Financial & budgetary review by:	Scott Rathbun, Sr. Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen

Interim City Manager

Attachments:

- 4B - Professional Services Contract Evergreen Lake Pump Station Electrical Conversion with Crawford, Murphy & Tilly, Inc.
- 4C - Project Location Map Evergreen Lake Pump Station Electrical Conversion

CITY OF BLOOMINGTON CONTRACT WITH
Crawford, Murphy & Tilly, Inc.
FOR PROFESSIONAL SERVICES FOR
Electrical Conversion of the Lake Evergreen Pump Station

THIS AGREEMENT, dated this 9th day of April, 2018, is between the City of Bloomington (hereinafter "CITY") and Crawford, Murphy & Tilly, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. **Description of Services**. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☐ A flat fee of $_____ as set forth in the payment terms attached as Exhibit B.

☑ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. **Default and Termination**. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. **Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'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 the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. **Standard of Care.** Services performed by CONTRACTOR 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.

Section 7. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. **Insurance Requirements.** CONTRACTOR shall maintain an errors and omissions policy in the amount of $2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. **Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. **Compliance with FOIA Requirements**. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 13. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. **Attorney Fees**. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. **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 17. **Term**. The term of this Contract shall be:

☑ Until all of the services and/or deliverables required to provided within this Contract are completed.

☐ Dpmk mne&/' year from the date of execution.

☐ Dpmk rwo&0' years from the date of execution.

☐ Other:_____

_____

The Contract shall also be subject to the following renewal terms, if any:_____

_____

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Crawford, Murphy & Tilly, Inc.

By: _____
Its_____

By: _____
Its_____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

See attached Scope of Services.

EXHIBIT B
PAYMENT TERMS

Cost for all employee compensation, overhead, and expenses, plus fixed fee of $5,079.00, with total compensation not to exceed $42,177.00 as detailed in attached Scope of Services.

CMT

March 6, 2018

Mr. Richard Bernard, PE
Civil Engineer II
City of Bloomington
Water Department
603 W. Division Street
Bloomington, IL 61702

RE: Electrical Conversion at Lake Evergreen Pump Station
Proposal for Construction Phase Engineering Services

Dear Mr. Bernard:

In reference to your request and our subsequent conversations regarding this project, Crawford, Murphy and Tilly is pleased to provide this proposal for Construction Phase Services to the Electrical Conversion at Lake Evergreen Pump Station project.

Attached please find Exhibit A – Scope of Work which outlines the scope of the construction phase services for this project. In addition, we have provided Exhibit B – Estimated Manhour Effort and Associated Cost which shows the manhours for each of the tasks in Exhibit A.

The manhours in Exhibit B are organized by labor classification and raw labor costs for each of the scope of service tasks. The raw labor costs are then multiplied by 3.1192 which is the multiplier using 14.50% profit and our IDOT approved overhead of 172.42%.

Multiplier = 172.42% + 100% *14.5% + 100%
Multiplier = 272.42% * 114.50%
Multiplier = 2.7242 * 1.145
Multiplier = 3.1192

A copy of the IDOT letter approving our overhead at 172.42% has also been included for your use.

We propose to provide construction phase engineering services as detailed in the scope of work for $42,177. A breakdown of costs is as follows.

Direct Labor	$12,858
Overhead (172.42%)	$22,170
Fixed Fee/Profit (14.5%)	$ 5,079
Subtotal	$40,107
Direct Expenses	$ 2,070
Total	**$42,177**

We appreciate the opportunity to provide this proposal for the City of Bloomington. Should you have any further questions please do not hesitate to contact our office.

Sincerely,
Crawford, Murphy & Tilly

Ty Besalke, PE
Water Group Manager

EXHIBIT A
SCOPE OF PROFESSIONAL SERVICES

The **CLIENT** has requested the **ENGINEER** to provide construction phase services for the Electrical Conversion of the Lake Evergreen Pump Station. **ENGINEER** agrees to provide the following services in conjunction with the project.

Construction Phase Services include:

1. Preconstruction Meeting: Prepare agenda, schedule and attend meeting, administer meeting and prepare meeting minutes.
2. Review Contractor schedule and proposed subcontractor's schedules.
3. Shop Drawing Review: Log in shop drawings, review, comment and distribute.
4. Respond to contractor Request for Information.
5. Prepare Change Orders.
6. Prepare Field Directives.
7. Review pay applications.
8. Conduct an On-Site Pre-Demolition Meeting.
9. On-Site Construction Observation in conjunction with Progress Meetings by Engineer (20 visits).
10. On-Site visits for Start-up (2 visits).
11. Project Close Out:
    a. Conduct a final inspection site visit and develop punch list items (1 visit, 2 Engineers).
    b. Review of Operation and Maintenance submittals.
    c. Review of As-built drawings from the contractor.
    d. Update As-built drawings on AutoCAD

Services not included:

- Bidding Phase Services
- Distribution of contract documents
- Distribution of Addendum
- Review the awarded contractor bonds and insurance
- Prepare the contract between Contractor and Client
- Prepare the Notice-to-Proceed
- Review payroll records
- Verification of compliance with Prevailing Wages Act
- Verification of compliance with Employment of Illinois Workers
- Review of final lien waivers
- Review of bonds and insurance documents

CRAWFORD MURPHY & TILLY, INC. CONSULTING ENGINEERS

EXHIBIT B ESTIMATED MANHOUR EFFORT AND ASSOCIATED COST

CLIENT: City of Bloomington

PROJECT DESCRIPTION: Lake Evergreen Pump Station Modifications

CMT PROJECT NUMBER: 17001-03-06

Prep By	LDW
DATE	02/27/18

Apprvd	
DATE	

ACTIVITY NO.	ACTIVITIES	PRINCIPAL	SR PROJECT ENGR / MANAGER	PROJECT ENGINEER / MANAGER	SR ENGINEER	SENIOR TECHNICAL / MANAGER	LAND SURVEYOR	ENGINEER	TECHNICAL MGR	SR TECHNICIAN	TECHNICIAN II	TECHNICIAN 1	CLERICAL	MAN HOURS & LABOR SUMMARY
	January 2018 Average Direct Labor Rates	$80.09	$61.67	$49.04	$37.65	$42.47	$42.05	$29.85	$27.27	$35.58	$27.43	$23.02	$21.46	TOTAL
1	Preconstruction Meeting			16.0				8.0						24.0
2	Shop Drawing Review			6.0				36.0						42.0
3	Request for Information			4.0										4.0
4	Change Orders			4.0						2.0				6.0
5	Field Directives			4.0						1.0				5.0
6	Review Pay Applications			4.0										4.0
7	Pre-demolition Meeting On-site			8.0				8.0						16.0
8	On-Site Construction Observation							200.0						200.0
9	On-Site Start up			16.0				8.0						24.0
10	Project Close-Out			10.0				18.0						28.0
11	Project Management			12.0										12.0
12	As-Built Drawings			1.0						8.0				9.0
13														
14														
15														
16														
	TOTAL MAN HOURS			85.0				278.0		11.0				374.0
	TOTAL DIRECT LABOR COST			$4,168				$8,298		$391				$12,858
	OVERHEAD COST (172.42%)			$7,187				$14,308		$675				$22,170
	PROFIT (14.5%)			$8,229				$16,383		$773				$25,385
	RAW LABOR MULTIPLIER													3.1192
	SUBTOTAL - LABOR FEE			$13,002				$25,884		$1,221				$40,107

	ACTIVITY (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL FEE
			TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	MISC	SURVEY	Records Search	Geotech	OTHER	OTHER	TOTAL EXPENSE	
1	Preconstruction Meeting	$3,192	$90										$90	$3,282
2	Shop Drawing Review	$4,270												$4,270
3	Request for Information	$612												$612
4	Change Orders	$834												$834
5	Field Directives	$723												$723
6	Review Pay Applications	$612												$612
7	Pre-demolition Meeting On-site	$1,969	$90										$90	$2,059
8	On-Site Construction Observation	$18,622	$1,800										$1,800	$20,422
9	On-Site Start up	$3,192												$3,192
10	Project Close-Out	$3,206	$90										$90	$3,296
11	Project Management	$1,836												$1,836
12	As-Built Drawings	$1,041												$1,041
13														
14														
15														
16														
	TOTALS	$40,107	$2,070										$2,070	$42,177

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 2, 2018

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Louis Dixon
CRAWFORD, MURPHY, & TILLY, INC.
2750 West Washington Street
Springfield, IL 62702

Dear Louis Dixon,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2016. Your firm's total annual transportation fee capacity will be $80,800,000.

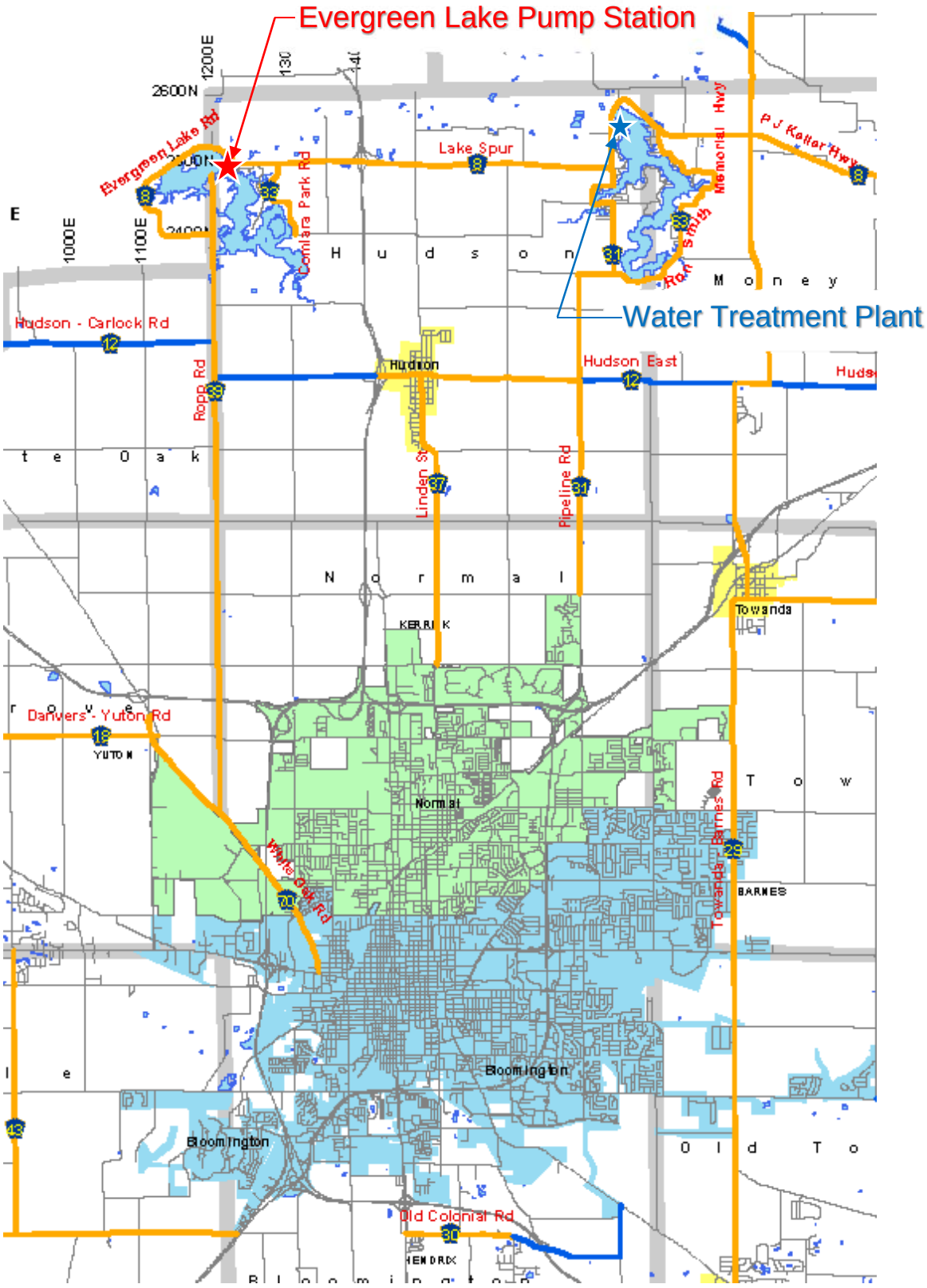
Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 172.42% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

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, 2017. 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,
Priscilla A. Tobias, P.E.
Director of Program Development
Assistant Chief Engineer

CITY OF Bloomington ILLINOIS



CONSENT AGENDA ITEM NO. 9F-B

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: A Contract in the amount of $447,011.50 for Miscellaneous Dam Repairs at Lake Bloomington and Evergreen Lake, City Re-Bid No. 2018-15, as requested by the Water Department.

RECOMMENDATION/MOTION: The attached Contract with Stark Excavating, Inc. be approved as the only bid for the Miscellaneous Dam Repairs at Lake Bloomington and Evergreen Lake in the amount of $447,011.50 for Work Packages No. 1-8, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Objective 2b. Quality Water for the Long Term. Objective 2e. Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: To maintain the City's drinking water source reservoir lakes the Water Department and Hanson Professional Services, Inc. identified several projects needed to repair the impoundment dams of Lake Bloomington and Evergreen Lake. The Department is now requesting approval to award a construction contract to Stark Excavating, Inc. in the amount of $447,011.50 for Work Packages No. 1-8 to make those repairs.

The Department originally bid this project last fall but only received one bid, from Stark Excavating, which exceeded the engineer estimate. That bid was rejected at the Council meeting of November 13, 2017. In an attempt to draw additional bidders and reduce cost, Hanson revised the plans and the Department advertised the same work on February 20, 2018, with the project separated into 10 individual, more focused, Work Packages which could be bid individually. The re-bid was opened on March 20, 2018 and again only one bidder offered prices for the work, Stark Excavating, Inc.

One (1) sealed bid for the project was opened at 11:00 A.M., March 20, 2018. The following is the summary of the bid received. The bid tabulation is attached.

Repair Item	Work Package	Total Estimate	Total Stark Excav.
Paved Ditch, Evergreen L.	1	$166,268.70	$168,405.50
Erosion, Evergreen L.	2	$14,736.00	$17,028.00
Wall/Fence, Evergreen L.	3	$63,600.00	$69,881.00
Sump Pit, Evergreen L.	4	$24,170.00	$20,385.00
Fuse Plug, Evergreen L.	5	$28,500.00	$31,000.00
Joint Clean/Seal, Evergreen L.	6	$58,000.00	$70,400.00
Joint Clean/Seal, L. Bloom.	7	$47,400.00	$59,220.00
Butress, L. Bloom.	8	$11,620.00	$10,692.00
SUBTOTAL FOR WORK PACKAGES 1-8	1-8	$414,294.70	$447,011.50
Dewater Struc., L. Bloom.	9	$39,000.00	NO BID
Tree Removal, L. Bloom.	10	$246,570.00	$284,616.50
	TOTAL BID	**$699,864.70**	**$731,628.00**

Staff and the design engineering firm, Hanson, have analyzed the bid and recommend the acceptance of the bid for Work Packages 1-8 from Stark Excavating, Inc. in the amount of $447,011.50. There was no bid offered for No. 9 and water plant crews have begun some tree removal. This re-bid did not receive additional bidders or lower prices, however Staff recommends accepting the bid so as not to delay further in performing the needed repairs.

The Water Department budgeted $275,000.00 for this repair work in FY2018, excess budget from other FY2018 capital projects will be re-allocated to this work.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The invitation to bid was published on Tuesday, February 20, 2018, in the Pantagraph.

FINANCIAL IMPACT: Funds totaling $447,011.50 are remaining in the FY 2018 Budget. Water Purification funds of $275,000 will be paid from the Water Purification Other Capital Improvements account (50100130-72620). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 141, 293, 331, 355 and 356. The remaining $172,011.50 will be paid from the Water Transmission & Distribution-Water Main Construction account (50100120-72540); from remaining available funds related to the Lake Bloomington Water Main Construction project – where bids came in under the budgeted amount. Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 136, 293, 331, 343 and 344.

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, Civil Engineer II

Reviewed by: Robert Yehl, PE, Water Director

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 5B – CONTRACT Misc. Dam Repair Lake Bloom. & Evergreen Lake
- 5C – BID TABULATION Misc. Dam Repair Lake Bloom. & Evergreen Lake
- 5D – REBID 2018-15 PACKET Misc. Dam Repair Lake Bloom. & Everg. Lake
- 5E – LOCATION MAP Misc. Dam Repair Lake Bloom. & Evergreen Lake

CITY OF BLOOMINGTON
CONTRACT WITH

FOR
Miscellaneous Dam Repair Lake Bloomington & Evergreen Lake

THIS AGREEMENT, dated this 9th day of April, 2018, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Re-Bid #2018-15 Miscellaneous Dam Repair Lake Bloom. & Everg. L. (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning ofthe Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____
Work Packages 1, 2, 3, 4, 5, 6, 7, & 8

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

☑ A flat fee of $447,011.50 as set forth in the Procurement Documents.

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

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

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

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

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

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

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

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

Section 12. **Attorney Fees**. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. **Paragraph Headings**. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

CITY OF BLOOMINGTON

By: _____ By: _____

Its City Manager Its_____

ATTEST:

By: _____ By: _____

City Clerk Its_____

CITY OF BLOOMINGTON

Dam Repair - Evergreen Lake & Lake Bloomington

PROJECT NO. # 20-56-63012-18-00

Re-Bid No. 2018-15

BID TABULATION

w/ Add. 1

				Engineer Estimate		Stark Ex., Inc.	
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL
	EVERGREEN LAKE DAM						
	WORK PACKAGE NO. 1 - Paved Ditch Replacement						
1	POROUS GRANULAR EMBANKMENT	TON	45.30	$340.00	$15,402.00	$346.00	$15,673.80
2	TOPSOIL FURNISH & PLACE, 8"	SQ YD	16.50	$115.00	$1,897.50	$120.00	$1,980.00
3	SEEDING, CLASS 3	SQ YD	17.00	$5.00	$85.00	$35.00	$595.00
4	TURF REINFORCEMENT MAT	SQ YD	16.50	$30.00	$495.00	$15.00	$247.50
5	GEOTEXTILE FABRIC FOR FRENCH DRAINS	SQ YD	149.10	$12.00	$1,789.20	$12.00	$1,789.20
6	PAVED DITCH REPLACEMENT	LIN FT	504.00	$275.00	$138,600.00	$280.00	$141,120.00
7	MOBILIZATION	L SUM	1.00	$5,000.00	$5,000.00	$3,500.00	$3,500.00
8	TRAFFIC CONTROL & PROTECTION	L SUM	1.00	$3,000.00	$3,000.00	$3,500.00	$3,500.00
				TOTAL WORK PACKAGE NO. 1	**$166,268.70**		**$168,405.50**
	WORK PACKAGE NO. 2 - Erosion Repair & Riprap						
1	EROSION REPAIR	SQ YD	100.00	$40.00	$4,000.00	$60.00	$6,000.00
2	STONE RIPRAP, CLASS A5	TON	30.90	$220.00	$6,798.00	$250.00	$7,725.00
3	FILTER FABRIC	SQ YD	134.00	$7.00	$938.00	$4.50	$603.00
4	MOBILIZATION	L SUM	1.00	$3,000.00	$3,000.00	$2,700.00	$2,700.00
				TOTAL WORK PACKAGE NO. 2	**$14,736.00**		**$17,028.00**
	WORK PACKAGE NO. 3 - Wall Repairs & Fence Replacement						
1	CHAIN LINK FENCE, 4 FT (ATT STR)	LIN FT	492.00	$100.00	$49,200.00	$108.00	$53,136.00
2	STRUCTURAL REPAIR OF CONCRETE	SQ FT	11.00	$900.00	$9,900.00	$1,195.00	$13,145.00
3	MOBILIZATION	L SUM	1.00	$3,000.00	$3,000.00	$2,600.00	$2,600.00
4	TRAFFIC CONTROL & PROTECTION	L SUM	1.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00
				TOTAL WORK PACKAGE NO. 3	**$63,600.00**		**$69,881.00**
	WORK PACKAGE NO. 4 - Stilling Basin Sump Pit						
1	CONCRETE REMOVAL	CU YD	2.30	$2,000.00	$4,600.00	$1,600.00	$3,680.00
2	STRUCTURE EXCAVATION	CU YD	5.90	$250.00	$1,475.00	$150.00	$885.00
3	CONCRETE STRUCTURES	CU YD	3.90	$1,500.00	$5,850.00	$1,200.00	$4,680.00
4	REINFORCEMENT BARS, EPOXY COATED	POUND	590.00	$5.50	$3,245.00	$6.00	$3,540.00
5	DEWATERING	L SUM	1.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00
6	MOBILIZATION	L SUM	1.00	$3,000.00	$3,000.00	$2,600.00	$2,600.00
				TOTAL WORK PACKAGE NO. 4	**$24,170.00**		**$20,385.00**
	WORK PACKAGE NO. 5 - Fuse Plug Restoration						
1	FUSE PLUG RESTORATION	L SUM	1.00	$24,000.00	$24,000.00	$25,000.00	$25,000.00
2	MOBILIZATION	L SUM	1.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00
3	TRAFFIC CONTROL & PROTECTION	L SUM	1.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00
				TOTAL WORK PACKAGE NO. 5	**$28,500.00**		**$31,000.00**
	WORK PACKAGE NO. 6 - Cleaning & Sealing Joints						
1	CLEANING & SEALING JOINTS	LIN FT	5,200.00	$10.00	$52,000.00	$12.50	$65,000.00
2	MOBILIZATION	L SUM	1.00	$3,000.00	$3,000.00	$1,500.00	$1,500.00
3	TRAFFIC CONTROL & PROTECTION	L SUM	1.00	$3,000.00	$3,000.00	$3,900.00	$3,900.00
				TOTAL WORK PACKAGE NO. 6	**$58,000.00**		**$70,400.00**

CITY OF BLOOMINGTON

Dam Repair - Evergreen Lake & Lake Bloomington

PROJECT NO. # 20-56-63012-18-00

Re-Bid No. 2018-15

BID TABULATION

w/ Add. 1

ITEM	DESCRIPTION	UNIT	APPROX. QTY	Engineer Estimate UNIT COST	Engineer Estimate TOTAL	Stark Ex., Inc. UNIT COST	Stark Ex., Inc. TOTAL
LAKE BLOOMINGTON DAM							
WORK PACKAGE NO. 7 - Joint Sealant Repairs							
1	CLEANING & SEALING JOINTS	LIN FT	1,490.00	$15.00	$22,350.00	$18.00	$26,820.00
2	EPOXY CRACK INJECTION	LIN FT	245.00	$90.00	$22,050.00	$120.00	$29,400.00
3	MOBILIZATION	L SUM	1.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
				TOTAL WORK PACKAGE NO. 7	**$47,400.00**		**$59,220.00**
WORK PACKAGE NO. 8 - North Butress Concrete Repairs							
1	STRUCTURAL REPAIR OF CONCRETE	SQ FT	25.00	$300.00	$7,500.00	$280.00	$7,000.00
2	REINFORCEMENT BARS, EPOXY COATED	POUND	80.00	$14.00	$1,120.00	$14.90	$1,192.00
3	MOBILIZATION	L SUM	1.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00
				TOTAL WORK PACKAGE NO. 8	**$11,620.00**		**$10,692.00**
WORK PACKAGE NO. 9 - Dewatering Stucture Plug							
1	REINFORCEMENT BARS, EPOXY COATED	POUND	250.00	$15.00	$3,750.00		
2	CONCRETE STRUCTURES	CU YD	12.10	$2,500.00	$30,250.00		
3	MOBILIZATION	L SUM	1.00	$5,000.00	$5,000.00		
				TOTAL WORK PACKAGE NO. 9	**$39,000.00**		NO BID
WORK PACKAGE NO. 10 - Tree Removal							
1	TREE REMOVAL - ZONE 3 <= 8"	UNITS DIA	292.00	$50.00	$14,600.00	$58.00	$16,936.00
2	TREE REMOVAL - ZONE 3 > 8"	UNITS DIA	585.00	$50.00	$29,250.00	$58.00	$33,930.00
3	TREE REMOVAL - ZONE 5<= 4"	UNITS DIA	4.00	$50.00	$200.00	$58.00	$232.00
4	TREE REMOVAL - ZONE 5 > 4"	UNITS DIA	1,580.00	$50.00	$79,000.00	$58.00	$91,640.00
5	HAND COMPACTED BACKFILL	CU YD	334.00	$150.00	$50,100.00	$215.00	$71,810.00
6	WEIGHTED FILTER BACKFILL	CU YD	43.00	$300.00	$12,900.00	$450.00	$19,350.00
7	SEEDING, CLASS 3	ACRE	3.50	$6,000.00	$21,000.00	$2,500.00	$8,750.00
8	PERIMETER EROSION BARRIER	LIN FT	1,420.00	$3.00	$4,260.00	$4.50	$6,390.00
9	EROSION CONTROL BLANKET	SQ. YD.	16,840.00	$1.50	$25,260.00	$1.40	$23,576.00
10	MOBILIZATION	L SUM	1.00	$5,000.00	$5,000.00	$8,502.50	$8,502.50
11	TRAFFIC CONTROL & PROTECTION	L SUM	1.00	$5,000.00	$5,000.00	$3,500.00	$3,500.00
				TOTAL WORK PACKAGE NO. 10	**$246,570.00**		**$284,616.50**

	Engineer Estimate	Stark Ex.
TOTAL WORK PACKAGE NO. 1	$166,268.70	$168,405.50
TOTAL WORK PACKAGE NO. 2	$14,736.00	$17,028.00
TOTAL WORK PACKAGE NO. 3	$63,600.00	$69,881.00
TOTAL WORK PACKAGE NO. 4	$24,170.00	$20,385.00
TOTAL WORK PACKAGE NO. 5	$28,500.00	$31,000.00
TOTAL WORK PACKAGE NO. 6	$58,000.00	$70,400.00
TOTAL WORK PACKAGE NO. 7	$47,400.00	$59,220.00
TOTAL WORK PACKAGE NO. 8	$11,620.00	$10,692.00
TOTAL WORK PACKAGE NO. 9	$39,000.00	NO BID
TOTAL WORK PACKAGE NO. 10	$246,570.00	$284,616.50
TOTAL BID	**$699,864.70**	**$731,628.00**

PROPOSAL SUBMITTED BY
CONTRACTOR
Stark Excavating, Inc.
ADDRESS
1805 W. Washington St. Bloomington, IL 61701

CITY OF Bloomington ILLINOIS

COPY

PROPOSAL

SPECIFICATIONS, PLANS,
~~MATERIAL PROPOSAL~~, CONTRACT PROPOSAL

FOR THE IMPROVEMENT OF:

DAM REPAIRS
EVERGREEN LAKE AND LAKE BLOOMINGTON

PROJECT NO. 20-26-63012-18-00
RE-BID NO. 2018-15

Bids Due: March 20, 2018 at 11:00am Central Time

Contact Person(s):

Greg Kallevig, PE, CFM
Project Engineer
gkallevig@cityblm.org

Carla Murillo
Procurement Manager
cmurillo@cityblm.org
309-434-2333

Please return one (1) original and three (3) copies of the entire booklet, all addenda, and any required submittals listed in the Special Provision.

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LEGAL NOTICE OF

INVITATION TO BID
CITY OF BLOOMINGTON, ILLINOIS

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Tuesday, March 20, 2018, at 11:00 AM** at which time they will be publicly opened and read for the following:

RE-BID #2018-15
DAM REPAIRS EVERGREEN LAKE AND LAKE BLOOMINGTON

This project consists of the following major work item(s):

1. Ten (10) separate and distinct Work Packages which the City may accept or reject independently.
2. Work shall consist of the repair, removal, reconstruction and other work related to existing public facilities of the City of Bloomington.
3. Work will involve removal and replacement of existing paved ditch and chain link fence.
4. Repairs to concrete and joint sealant at the spillway.
5. Construction of a new sump pit in the stilling basin slab, and other necessary items and incidentals.

Inquiries as to the requirements of the specifications will be addressed at the Pre-Bid Conference, to be held on Tuesday, March 6, 2018, at 1:30 PM at the Bloomington Water Treatment Plant, located at 25555 Waterside Way, Hudson Illinois, 61748. A site visit of Lake Bloomington and Evergreen Lake will immediately follow. It is highly suggested that interested parties attend. This is the only time scheduled for site visit.

Bid documents are to be obtained from the City of Bloomington Procurement Services by sending an email to procurement@cityblm.org with a subject heading of "PROJECT NAME – Re-Bid No. 2018-15 Dam Repairs Evergreen Lake and Lake Bloomington". Respondents must provide their complete name, company name, street address, telephone number, fax number and email address. Bid documents may also be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central time. Only contractors recorded with the City, as a bona fide plan holder, are eligible for the contract award.

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

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

Bid must be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award.

Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

Bids may not be withdrawn for a period of 90 days after the bid opening date.

Carla Murillo, Procurement Manager
Published – February 20, 2018 Bloomington, Illinois

TERMS AND CONDITIONS FOR BIDDERS

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

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

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

QUESTIONS: Questions regarding bid/proposal procedures shall be directed to Jon Johnston, Procurement Manager, during regular working hours, telephone 309-434-2333.

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

Greg Kallevig, Project Engineer, at gkallevig@cityblm.org
And
Misty Shafer, Procurement Specialist, at mshafer@cityblm.org or
Fax (309) 434-2874

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

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

One original and three copies of the entire bid packet should be submitted to:

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

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

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

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

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

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

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

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

INVESTIGATION: Bidders must acquaint themselves with the policies of the City, and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the bid submission deadline.

Bidder shall examine the plans and specifications for the work, and also the ground, and judge for themselves all circumstances affecting the cost and nature of the work, and must also examine the maps, plans, profiles and specifications for doing said work on file in the office of the City Clerk.

Bidder is required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed. The Contractor must employ, insofar as possible, such methods

and means in carrying out the work as will not cause any interruption or any interference with any other contractor.

Any interpretation of the specifications will be made only by addendum duly issued and a copy of such addendum will be e-mailed to each person receiving a set of such specifications and bid documents from the City Procurement Office. The City will not be responsible for any explanation or interpretation other than the addendum.

It is the Bidder's responsibility to check with City Clerk prior to submitting their bid to ensure that they have received all Addenda issued.

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

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

BID OPENING: Telephone/Fax/Verbal Offers Will Not Be Accepted.
Bids shall be publicly opened and read at the time and date set. It is the responsibility of the contractor to see that the bid is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Bids received after the time and date set may be returned unopened to the Contractor. This includes Bids not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the bid opening, sealed bids will be accepted on the next business day of the City, up to the originally scheduled time.

PERFORMANCE BOND & PAYMENT BONDS: The contract shall be deemed to have been awarded when the NOTICE OF AWARD shall have been given to the bidder by some officer or agent of the City. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award. The Performance Bond and Payment Bond shall be duly authorized by a company licensed to do business in the State of Illinois.

If the bidder to whom the award is made shall fail to enter into a contract for the performance of the work, or furnish a performance bond, or provide certificates of insurance as described below within ten (10) days after notice of such award, the bidder shall forfeit all claims to the work, and the amount represented by the bid deposit or bid bond accompanying the bid shall become the property of the City as the agreed and liquidated amount of damages caused by such failure.

BID BOND: Bids must be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a commonly accepted Bid bond form from a guaranty or surety company. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered complete unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City. Cash deposits

will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

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

Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of all but the three lowest Bidders will be returned as soon as practical after the opening of the Bids. The bid deposit of the three lowest Bidders will be returned within three (3) business days after the contract and required bonds for the work are approved by the City.

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

WITHDRAWAL OF BID: No bid or proposal may be withdrawn for a period of 90 days after the opening of bids. A contractor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, will be submitted in writing and will be supported by a written determination made by the Purchasing Agent.

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

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

PREVAILING WAGE: The State of Illinois requires under public works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with the Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the most current monthly prevailing wage rates by County is posted on the Illinois Department of Labor website at www.state.il.us/agency/idol. Note that the Prevailing Wage rates change monthly and it is the contractor's responsibility to ensure the correct wage is paid.

As a prerequisite of awarding construction contracts in excess of $100,000.00, contractor(s) will provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515): Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project along with a statement affirming that such records are

true and accurate, that the wages paid to each worker are not less than the required prevailing rate for that County and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor. The certified payroll records must include for every worker employed on the public works project, the name, address, telephone number, social security number, job classification, hourly wages paid in each period, number of hours worked each day, and starting and ending time of each work day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT: The successful bidder must be in compliance with the State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed in a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

OSHA REQUIREMENTS: The Occupational Safety and Health Act of 1970 (OSHA), "guarantees workers the right to a safe and healthful workplace." Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to its employees."

There are times when the City must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the City must perform their duties in a manner that is compliant with all State and Federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all State and Federal health and safety laws, regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency and the Department of Transportation.

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

SECURITY: The contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The contractor further represents and warrants to the City that the contractor and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transac-

tions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The contractor hereby agrees to defend, indemnify and hold harmless the City of Bloomington, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

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

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

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

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

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

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

General Liability - $4,000,000 Bodily Injury and Property Damage (Combined Single Limit) with $2,000,000 GL annual aggregate and will include:

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

Workers' Compensation and Employer's Liability –

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

Automobile Liability - $1,000,000 Bodily Injury and Property Damage (CSL)
(Owned, Non-owned and Hired vehicles should be included) and include $10,000 medical pay per passenger.

Umbrella Liability Coverage - $3,000,000 each occurrence, $3,000,000 aggregate
(These limits will be excess over all underlying coverage documents and would be the minimum required). **Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.**

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

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

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

David K. Stark, Jr. March 20, 2018
Print Name & Date

Authorized Signature

Stark Excavating, Inc.
Company Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Kuhl Insurance Agency Inc. 632 West Jefferson Morton IL 61550-0066	CONTACT NAME: Laura McGahan PHONE (A/C, No, Ext): 309-266-7300 FAX (A/C, No): 309-266-5453 E-MAIL ADDRESS: lmcgahan@kuhlinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Liberty Mutual Insurance — 23043
INSURED Stark Excavating, Inc. Stark Materials Company, Inc. 1805 W Washington St Bloomington IL 61701	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1556558729 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Empl Benefits GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: XCU Coverage	Y	Y	TB5-Z41-434283-028	1/1/2018	1/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Benefits	$ 2,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	AS2-Z41-434283-048	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC2-Z41-434283-017	12/31/2017	12/31/2018	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		Y						

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

CERTIFICATE HOLDER

Stark Excavating, Inc.
1805 W Washington St
Bloomington IL 61701

CANCELLATION 30 Days

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME: Luke Sherman	
RWT C-U, LLC 1802 Fox Drive Suite B Champaign IL 61820	PHONE (A/C, No, Ext): 217-239-3755	FAX (A/C, No):
	E-MAIL ADDRESS: lsherman@troxellins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Starr Indemnity & Liability Co	
INSURED Stark Excavating Inc 1805 W Washington Street Bloomington IL 61701	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18-19 Master Umbrella REVISION NUMBER:

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

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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 10,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE			1000023398	01/01/2018	01/01/2019	AGGREGATE	$ 10,000,000
	☐ DED ☒ RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The excess liability policy follows the underlying general liability and automobile liability forms.

Info Only

CERTIFICATE HOLDER

Stark Excavating Inc
1805 W Washington St
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

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Contractor Certifications:

Substance Abuse Prevention Program - Public Act 95-0635:

Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in Public Act 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of Public Act 95-0635.

The Contractor and any Subcontractor shall file with the CITY: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

Initial DKS

CONTRACTORS CERTIFICATION OF COMPLIANCE WITH PUBLIC ACT 85-1295

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

Initial DKS

CONTRACTORS CERTIFICATION OF COMPLIANCE WITH 2CFR180

The undersigned firm certifies that it is not barred or suspended by the federal government under the provisions of 2CFR180.

Initial DKS

CONTRACTORS CERTIFICATION OF COMPLIANCE WITH GIFT BAN ACT

The undersigned firm certifies its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the "Gift Ban Act"). The Act is available online at: http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000 under. I further certify that as a bidder, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at http://www.cityblm.org/code.asp?show=section&id=3450.

Initial DKS

By initialing and signing below, Contractor certifies compliance with each provision outlined herein.

Signature

David K. Stark, Jr. Vice President
Name and title

Stark Excavating, Inc.
Firm

1805 W. Washington St. Bloomington, IL 61701
Address

3-15-11
Date:

If Corporation:

Attest

Ila J. Slagell Secretary
Name and Title

(Seal)

CITY OF BLOOMINGTON

GENERAL SAVE AND HOLD HARMLESS

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

Stark Excavating, Inc.
Name of Vendor

Signature

David K. Stark, Jr Vice President
Name and Title

3-20-2018
Date

If a Corporation

Attest

Ila J. Slagell Secretary
Name and Title

(SEAL)

LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION

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

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

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

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

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

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

David K. Stark, Jr. March 20, 2018
Print Name & Date

Authorized Signature

Stark Excavating, Inc.
Company Name

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

(1.) Company Name: _____

Company address: _____

City:_____ State:_____ Zip:_____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax:_____

Company Contact e-mail address: _____

(2.) Company Name: SEE Attached

Company address: _____

City:_____ State:_____ Zip:_____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax:_____

Company Contact e-mail address: _____

(3.) Company Name: _____

Company address: _____

City:_____ State:_____ Zip:_____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax:_____

Company Contact e-mail address: _____

REFERENCES

Stark EXCAVATING, INC.

Project, Location, & Contract Amount	Name and Phone # of Owner, A/E, GC References
Sugar Creek Stream Bank Stabilization Normal, IL $714,203.00 Year Completed: 2016	Town of Normal Julie Wager 309/433-3425
Scattering Fork Channel Improvements Normal, IL $741,215.00 Year Completed: 2014	City of Tuscola Drew Hoel 217/253-2112
2nd Street Force Main Champaign, IL $1,966,112.50 Year Completed: 2015	Urbana Champaign Sanitary District Rick Banner 217/367-3409
South Mattis Ave Extension Champaign, IL $976,593.00 Year Completed: 2015	City of Champaign Lou Braghini 217/403-4700
Town of Normal Water Main Normal, IL $1,779,910.00 Year Complete: 2015	Town of Normal Steve Gerdes 309-454-9778

Engineers:

Dave Brown
Lewis, Yockey & Brown
505 N. Main Street
Bloomington, IL 61701
Ph: 309/829-2552

Neil Finlen/ Pat Sheridan
Farnsworth Group
2709 McGraw Drive
Bloomington, IL 61701
Ph: 309/663-8435

Rick Creasey
Austin Engineering
8100 N. University
Peoria, IL 61615
Ph: 309/691-0224

Municipalities:

Gene Brown, City Engineer
Town of Normal
100 East Phoenix Ave.
Normal, IL 61761
Ph: 309/434-9574

Jim Karch, City Engineer
City of Bloomington
401 ½ South East Street
Bloomington, IL 61701
Ph: 309/434-2225

Lou Braghini
City of Champaign Engineering
702 Edgebrook Drive
Champaign, IL 61820
Ph: 217/403-4700

Suppliers:

Steve Mahnke w/
Water Products
309/829-3333
Pipe & Fittings

Bryan Johnston w/
County Materials
217/352-4181
Concrete Pipe

Kent Leman/John Telger w/
Leman Precast
309/467-3021
Manholes & Inlets

Subcontractors:

Peter Martin w/
Prairie View Landscaping
309/212-0205
Landscaping

Ted Hartke w/
Hartke Engineering
217/840-1612
Layout

Sheila Shover w/
Midwest Construction Services
309/697-1000
Traffic Control

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires additional employees in order to perform this contractor any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.

CITY OF BLOOMINGTON

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

To Whom It May Concern:

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

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

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

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

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

Sincerely,
City of Bloomington
Equal Opportunity Associate

City of Bloomington
Community Relations Division
109 E. Olive Street
Bloomington, IL 61701
(309) 434-2215 **(309) 434-2831 (Fax)**

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

Section I. Identification

1. Company Name and Address:

   Name: Stark Excavating, Inc.

   D/b/a: _____

   Address: 1805 W. Washington St.

   City/State/Zip: Bloomington, IL 61701

   Telephone Number(s) Area Code: 309-828-5034

Check one of the following:

(Corporation) **Partnership** **Individual Proprietorship** **Limited Liability Corp.**

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

   Name: _____

   Address: _____

   City/State/Zip: _____

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

   _____

Section II. Policies and Practices

Description of EEO Policies and Practices

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

YES x NO _____

B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.
Name: Karlene Dryer
Title: HR Manager/ EEO Officer
Telephone: 309-828-5034

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

YES x NO _____

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

YES x NO _____

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

YES x NO _____

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

YES x NO _____

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

YES x NO _____

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

YES _____ NO x

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

YES x NO _____

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

YES x NO _____

Section III. Employment Information

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

B. Job Classifications (See descriptions attached)

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

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

Section IV. Certification

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

	David K. Stark, Jr. Vice President	309-828-5034	3-15-17
Signature:	**Print Name & Title**	**Telephone Number**	**Date**

STARK
EXCAVATING, INC.

Date: November 14, 2007

To: Department Managers
Supervisory Staff
Employees
Applicants for Employment

Subject: Equal Employment Opportunity
Affirmative Action Program

Stark Excavating, Inc. (SEI) is an equal opportunity employer. SEI's objective is to obtain qualified employees consistent with position requirements and to seek, employ, promote and treat all employees and applicants for employment without discrimination in regard to sex, race, color, religion, national origin, age, sexual orientation, marital status, disability, or other factors prohibited by law in any of its activities, educational/training programs, or employment policies and/or practices.

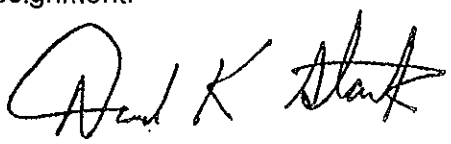
All employment practices are intended to provide that individuals be recruited, hired, assigned, advanced, compensated and retained on the basis of their qualifications, and treated equally in these and all other respects without regard to discrimination as protected not only by law but also as a guiding principle of SEI operations. Each employee is expected to cooperate to achieve this goal.

It shall be considered the responsibility of every supervisory employee to further the implementation of this policy and insure compliance from all staff under his/her supervision.

Supervisory staff, as well as those responsible for hiring new employees, must take all necessary action to insure discrimination does not occur with regard to employees and applicants.

The recruitment of SEI personnel is accomplished by the normally accepted methods, including working with local union halls and/or advertising in local newspapers. Referrals by present and past employees, as well as friends of the company, are also commonly used.

Responsibility for the implementation and monitoring of SEI's equal employment opportunity efforts and this policy has been assigned to Lilly Vore, Human Resources Manager. As the designated company representative, Lilly Vore shall work with each department manager to assist in the education and enforcement of these responsibilities, and shall monitor the progress of these efforts. Lilly Vore has been given the necessary top management support and staffing to execute this assignment.

Signature 

David K. Stark, President

Rev. 11/07

STARK
EXCAVATING, INC.

ANTI-HARASSMENT / NON-DISCRIMINATION POLICY

Stark Excavating is committed to providing a work environment that is free from all forms of illegal discrimination, including harassment.

Stark Excavating will not tolerate any harassing or discriminatory conduct that affects any condition or privilege of employment, that interferes with an individual's work performance, or that creates an intimidating, hostile or offensive work environment.

It is illegal to discriminate against or harass an individual based on sex (with or without sexual conduct), age, race, color, religion, sexual orientation, marital status, national origin, ancestry, disability, military status, or any other basis protected by federal, state, or local laws, ordinances, or regulations. It is also illegal to harass or discriminate because the employee opposed job discrimination or participated in an investigation or complaint proceeding under the Equal Employment Opportunity (EEO) statutes. Stark Excavating will promptly investigate alleged harassment and/or discrimination and will take appropriate action for any violations of this policy, up to and including discharge.

Definition of Harassment

Harassing behavior (based on any protected status) is any verbal, visual, or physical conduct, which creates an intimidating, hostile or offensive working environment. "Verbal, visual, or physical conduct" includes, but is not limited to:

- Verbal conduct such as derogatory jokes, comments, slurs, threats; use of demeaning or inappropriate terms or names; crude or offensive language; or discussing sexual activity about or around others.

- Visual conduct such as derogatory and/or sexually oriented posters, photographs, cartoons, drawings, notes or gestures.

- Physical conduct such as sabotaging or interfering with work; using derogatory gestures or sounds; intimidating, assaulting or inappropriately touching others.

Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when one or more of the following apply:

- Submission to such conduct is made an explicit or implicit term or condition of an employee's employment;

- Submission to or rejection of such conduct by an employee is used as a basis for employment decisions affective the employee; or

- Such conduct unreasonably interferes with an employee's work performance or creates an intimidating hostile or offensive working environment.

Responsibility of Management and Supervisors

All management and supervisors have a responsibility to be sensitive to and deal with harassment as with any other form of employee misconduct. This responsibility of management and supervisors includes discussing this policy with all employees, monitoring the work activities for indications of harassment, cautioning employees who appear to be engaging in harassing or inappropriate behavior and immediately reporting an incident to the Human Resources Manager, Safety Director/Risk Manager or to the President of Stark Excavating.

Confidentiality

Information will only be disclosed on a need-to-know basis in order to investigate and resolve the matter and to comply with applicable legal obligations. All parties involved in a complaint must maintain confidentially regarding their participation in the investigation.

Retaliation

Retaliation against employees for filing a complaint or for assisting in an investigation is strictly prohibited, even if the investigation does not find that harassment occurred. Examples of retaliation include, but are not limited to: changes in terms and conditions of employment, sabotaging work, filing baseless counter complaints and/or talking negatively about the employee to others.

Complaint Procedures

1. If an employee believes that he/she or any other individuals are being subjected to illegal harassment or discrimination, this information must be promptly reported to either Karlene Dryer (Human Resources Manager), Wayne Clayton (Safety Director/Risk Manager) or to David Stark (President).

2. The complaint will be promptly investigated and appropriate actions will be taken to resolve the complaint.

3. The complaint and investigatory information will be documented and retained in a separate file from employee personnel files.

Pursuit of a Harassment Complaint with an Outside Agency

It is hoped that most sexual harassment complaints and incidents can be resolved by using the internal complaint procedures as described above. However, if an employee believes that his or her complaint has not been resolved to his or her satisfaction by using the internal procedures, he or she has the right to contact the Illinois Department of Human Rights (IDHR) or the U.S. Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 30 days.

Illinois Department of Human Rights
(217) 785-5100 – Springfield
(312) 814-6200 – Chicago
(800) 662-3942 – Chicago
(217) 785-5125 – TTY Illinois

Illinois Human Rights Commission
(217) 785-4350 – Springfield
(217) 557-1500 – TTY Springfield
(312) 814-6269 – Chicago
(312) 814-4760 – TTY Chicago

U.S. Equal Employment Opportunity Commission
(800) 669-4000 – Toll Free within State of Illinois
(800) 669-6820 – TDD Chicago

An employee who believes they have been retaliated against for filing a complaint with the IDHR or EEOC may file a retaliation charge, which is also due 180 days (IDHR) or 300 days (EEOC) from the alleged retaliation. Retaliation could include employer actions such as being suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with the IDHR or EEOC.

CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION

CONTRACT COMPLIANCE
WORKFORCE ANALYSIS

Job Categories	**Overall Totals**		**White**(Not Of His-panic origin)		**Black of African American** (Not of Hispanic Origin)		**Hispanic of Latino**		**Asian of Pacific Islander**		**American Indian or Alaskan Native**	
	M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers												
Professionals												
Technicians												
Office & Clerical			See Attached									
Craft Work-ers (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
TOTAL												

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

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

Date of above: _____

Name of person that compiled the above data: _____

Personnel Inventory

Payroll Period Start Date: 2/12/2018
Payroll Period End Date: 2/18/2018

Occupations	White		Black		Hispanic		Other	
	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers*	23	2					1	
Professionals	14	4					1	
Technical								
Sales Workers								
Office & Clerical	2	8				1		
Crafts (Skilled)	60	1						
Operatives (Semi-Skilled)								
Laborers (Unskilled)	39	1	1		1			
Service Workers								
Apprentices (Blue Collar)**	2							
On the Job Trainees (Blue Collar)								
On the Job Trainees (White Collar)	1	1						
Totals	141	17	1	0	1	1	2	0

* includes executive/senior, mid- and first level managers
**apprentice totals are not included in specific trade totals

Above employee figures were obtained from EMPLOYMENT RECORDS

Karline Dreyer
Signature of Authorized Agent

3-20-2018
Date

HR manager/ EEO officer
Title

309-828-5034
Telephone Number

ORDINANCE NO. 2017 - 51

AN ORDINANCE OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS WITH THE CITY OF BLOOMINGTON

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, "public work", as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT ORDAINED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, last determined and as show on the attached McLean County Prevailing Wage Rates for June 2017, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT ORDAINED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000; and

BE IT ORDAINED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Ordinance; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT ORDAINED that the City Clerk shall mail a copy of this Ordinance to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT ORDAINED that the City Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois; and

BE IT ORDAINED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Ordinance and that it is the effective prevailing wage determination of this public body.

ADOPTED this 26th day of June, 2017

APPROVED this 27th day of June, 2017

CITY OF BLOOMINGTON
Tari Renner, Mayor

ATTEST
Cherry Lawson, City Clerk

APPROVED AS TO FORM
Jeffery R. Jurgens, Corporate Counsel

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June S, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

MCLEAN COUNTY
PREVAILING WAGE
RATES EFFECTIVE JUNE
5, 2017

TradeTitle	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	BLD		31.05	32.05	1.5	1.5	2.0	7.70	12.47	0.00	0.80
ASBESTOS ABT-GEN	All	HWY		33.04	34.04	1.5	1.5	2.0	7.70	12.47	0.00	0.80
ASBESTOS ABT-MEC	All	BLD		33.00	35.50	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		38.00	41.00	2.0	2.0	2.0	7.07	15.99	0.00	0.40
BRICK MASON	All	BLD		30.57	32.07	1.5	1.5	2.0	9.40	13.02	0.00	0.79
CARPENTER	All	BLD		31.70	33.95	1.5	1.5	2.0	8.20	16.21	0.00	0.52
CARPENTER	All	HWY		33.51	35.76	1.5	1.5	2.0	8.20	16.51	0.00	0.52
CEMENT MASON	All	All		32.90	33.90	1.5	1.5	2.0	6.30	14.38	0.00	0.60
CERAMIC TILE FNSHER	All	BLD		30.86	30.86	1.5	1.5	2.0	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	All	All		42.47	48.52	1.5	1.5	2.0	6.52	11.89	0.00	0.42
ELECTRIC PWR GRNDMAN	All	All		29.14	48.52	1.5	1.5	2.0	6.12	8.16	0.00	0.29
ELECTRIC PWR LINEMAN	All	All		47.16	48.52	1.5	1.5	2.0	6.66	13.20	0.00	0.47
ELECTRIC PWR TRK DRV	All	All		30.55	32.55	1.5	1.5	2.0	6.17	8.56	0.00	0.31
ELECTRICIAN	All	BLD		35.15	38.67	1.5	1.5	2.0	6.90	10.50	0.00	1.00
ELECTRICIAN	E	BLD		37.96	39.96	1.5	1.5	2.0	6.85	8.88	0.00	0.57
ELECTRONIC SYS TECH	All	BLD		30.34	32.34	1.5	1.5	2.0	6.85	8.36	0.00	0.40
ELEVATOR CONSTRUCTOR	All	BLD		42.52	47.84	2.0	2.0	2.0	14.43	8.96	3.40	0.60

FENCE ERECTOR	E	All		32.21	34.11	1.5	1.5	2.0	8.84	10.02	0.00	0.90
GLAZIER	All	BLD		34.12	36.12	1.5	1.5	1.5	10.25	7.70	0.00	1.25
HT/FROST INSULATOR	All	BLD		44.40	46.50	1.5	1.5	2.0	11.62	12.26	0.00	0.72
IRON WORKER	E	All		32.61	34.51	1.5	1.5	2.0	9.64	11.37	0.00	0.90
IRON WORKER	W	BLD		32.40	34.30	1.5	1.5	2.0	9.84	14.91	0.00	0.54
IRON WORKER	W	HWY		36.44	38.44	1.5	1.5	2.0	9.84	14.91	0.00	0.54
LABORER	All	BLD		30.05	31.05	1.5	1.5	2.0	7.70	12.47	0.00	0.80
LABORER	All	HWY		32.04	32.59	1.5	1.5	2.0	7.70	12.82	0.00	0.80
LABORER, SKILLED	All	BLD		30.05	31.05	1.5	1.5	2.0	7.70	12.47	0.00	0.80
LABORER, SKILLED	All	HWY		32.04	32.59	1.5	1.5	2.0	7.70	12.82	0.00	0.80
LATHER	All	BLD		30.85	33.10	1.5	1.5	2.0	8.00	15.71	0.00	0.52
MACHINERY MOVER	W	HWY		35.98	37.98	1.5	1.5	2.0	9.49	13.91	0.00	0.00
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	BLD		30.86		1.5	1.5	2.0	9.40	10.57	0.00	0.77
MARBLE MASON	All	BLD		32.61	33.86	1.5	1.5	2.0	9.40	10.57	0.00	0.78
MILLWRIGHT	All	BLD		31.56	33.81	1.5	1.5	2.0	8.20	16.78	0.00	0.52
MILLWRIGHT	All	HWY		33.59	35.84	1.5	1.5	2.0	8.20	16.95	0.00	0.52
OPERATING ENGINEER	All	BLD	1	38.62	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING ENGINEER	All	BLD	2	35.84	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING ENGINEER	All	BLD	3	31.27	37.49	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING ENGINEER	All	HWY	1	38.62	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING ENGINEER	All	HWY	2	35.84	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
OPERATING ENGINEER	All	HWY	3	31.27	41.62	1.5	1.5	2.0	8.00	19.23	0.00	3.00
PAINTER	All	All		34.60	36.60	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	BLD		32.70	34.95	1.5	1.5	2.0	8.20	16.21	0.00	0.52
PILEDRIVER	All	HWY		33.51	36.76	1.5	1.5	2.0	8.20	16.51	0.00	0.52
PIPEFITTER	All	BLD		41.30	45.43	1.5	1.5	2.0	7.00	11.85	0.00	1.45
PLASTERER	All	BLD		30.07	32.07	1.5	1.5	2.0	8.15	16.79	0.00	0.80
PLUMBER	All	BLD		41.30	45.43	1.5	1.5	2.0	7.00	11.85	0.00	1.45
ROOFER	All	BLD		31.00	32.55	1.5	1.5	2.0	8.95	8.30	0.00	0.25
SHEETMETAL WORKER	All	BLD		32.75	34.39	1.5	1.5	2.0	9.37	16.46	0.00	0.80

SIGN HANGER	W	HWY		35.98	37.98	1.5	1.5	2.0	9.49	13.91	0.00	0.00
SPRINKLER FITTER	All	BLD		37.12	39.87	1.5	1.5	2.0	8.42	8.50	0.00	0.35
STEEL ERECTOR	W	HWY		36.44	38.44	1.5	1.5	2.0	9.84	14.91	0.00	0.54
TERRAZZO FINISHER	All	BLD		30.86		1.5	1.5	2.0	9.40	10.57	0.00	0.77
TERRAZZO MASON	All	BLD		32.61	32.61	1.5	1.5	2.0	9.40	10.57	0.00	0.78
TILE MASON	All	BLD		32.61	33.86	1.5	1.5	2.0	9.40	10.57	0.00	0.78
TRUCK DRIVER	All	O&C	1	28.02	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	2	28.43	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	3	28.62	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	4	28.88	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	5	29.64	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	N	All	1	37.91	38.26	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	All	2	38.06	38.26	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	All	3	38.26	38.26	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	All	4	38.46	38.26	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	S	All	1	35.02	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	S	All	2	35.54	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	S	All	3	35.77	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	S	All	4	36.10	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	S	All	5	37.05	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25

Explanations

MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line

SPECIAL PROVISIONS

DAM REPAIRS
EVERGREEN LAKE AND LAKE BLOOMINGTON

CITY OF BLOOMINGTON
McLEAN AND WOODFORD COUNTY
CITY PROJECT NO. 20-26-63012-18-00
RE-BID NO. 2018-15

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STATE OF ILLINOIS

GENERAL PROVISIONS

The "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016, and the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2017 by the Illinois Department of Transportation, shall govern the bidding and construction of the proposed improvement. Where the term "Department" appears in the Specifications, the "City of Bloomington" shall be substituted therefore, and where any term for an employee of the Department is used, the designated City of Bloomington employee shall be substituted therefore. The style, type, and grade of all materials used for construction shall be approved by the City of Bloomington Engineering Department prior to ordering or placing any materials.

Herein after the terms "Owner", "City", or "Engineer" shall mean the City of Bloomington or its designated representative and the term "Contractor" shall mean the entity that proposes to perform the work herein described or its designated subcontractors.

SPECIAL PROVISIONS

The following Special Provisions supplement the said Specifications and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (ILMUTCD) and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions," indicated on the Check Sheet, included herein, which apply to and govern the construction of the Dam Repairs – Evergreen Lake and Lake Bloomington in McLean and Woodford County. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The Evergreen Lake portion of the project is located at the earthen dam, concrete spillway and emergency spillway of Evergreen Lake in Section 2, Township 25 North, Range 1 East of the Third Principal Meridian, approximately 4 miles northwest of Hudson, Illinois.

The Lake Bloomington portion of the project is located at the earthen dam and spillway of Lake Bloomington in Section 1, Township 25 North, Range 2 East of the Third Principal Meridian, approximately 6 miles north of Towanda, Illinois.

DESCRIPTION OF IMPROVEMENT

Work shall consist of the repair, removal, reconstruction and other work related to existing public facilities of the City of Bloomington. Work will involve removal and replacement of existing paved ditch and chain link fence; repairs to concrete and joint sealant at the spillway; installation of a new stop-log system and davit crane; and construction of a new sump pit in the stilling basin slab.

CONTRACTOR'S USE OF THE SITE

The Contractor shall not operate a crane on the Evergreen Lake and Lake Bloomington spillway bridge decks. For work activities that require access to the spillway and downstream channel, the Contractor shall coordinate with the Owner for monitoring lake levels and flows over the spillway.

The Contractor shall coordinate with the Owner to determine available areas for staging and storing equipment and materials at the sites.

COMPLETION DATE

All work required in the contract shall be completed by October 1, 2018. A construction progress schedule indicating project milestones shall be completed and strictly adhered to by the Contractor unless a request to modify the schedule is submitted in writing and approved by the Engineer.

LOCATION OF UTILITIES

The Contractor shall be responsible for contacting the Joint Utility Location Information for Excavators (JULIE) and field locating all utility crossings/conflicts. Any conflict that can be avoided by altering the grade of the proposed improvement, slightly altering a proposed structure or slightly altering the horizontal location of the proposed improvement shall be the responsibility of the Contractor.

ABANDONED UTILITIES

The Contractor shall remove and properly dispose of any abandoned utilities encountered during construction which interfere with the proposed improvements. If only a section of an abandoned utility requires removal, the open ends of the sections left in place shall be plugged with mortar or cement.

MATERIAL ORIGINATION

All materials incorporated into this project shall be manufactured in countries signatory to the North American Free Trade Agreement (NAFTA) or the Central American Free Trade Agreement (CAFTA).

SHOP DRAWINGS

The Contract shall submit, to the Engineer for approval all shop, working or layout drawings; product data; and mix designs for all materials incorporated into the work. Submittals shall be sufficient detail to demonstrate that the materials comply with the project specifications.

MAINTENANCE OF TRAFFIC

For any portion of the work in this contract where a section of public roadway shall be closed for construction operations, the Contractor shall submit a Traffic Control Plan according to Article 107.14 of the Specifications. The procedures and guidelines set forth in Part 6 of Manual of Uniform Traffic Control Devices for Streets and Highways shall be followed to the fullest extent.

Operation of the Contractor's equipment on public roadways adjacent to the project shall be subject to Articles 107.15 and 107.16 of the Specifications.

SAFETY

The contractor is responsible for all safety relative this contract and shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

CITY OF BLOOMINGTON, ILLINOIS

SPECIAL PROVISION FOR
REMOVAL AND DISPOSAL OF SURPLUS AND UNSUITABLE MATERIALS

The Contractor, at his/her own expense, shall dispose of all surplus, unstable or unsuitable materials in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones or boulders naturally occurring within the right-of-way or on the project site may be placed in fills or embankments within the project in layers and compacted in accordance with the project specifications. Broken concrete without protruding metal bars, bricks, rock, stone, uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the City of Bloomington or its assigned representative, shall be buried under a minimum of 600 mm (2 feet) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks rock or stone may be used as rip rap as approved by the City of Bloomington or its assigned representative.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused or otherwise disposed of as allowed by State or Federal solid waste disposal laws and regulations and solid waste determinations of the Illinois Environmental Protection Agency. The contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.

When surplus excavated material is disposed of off the right-of-way or project site, the Contractor shall obtain and file with the City of Bloomington permission in writing, from the property owner, for the use of the property for this purpose. Any such disposal shall not create an unsightly or objectionable appearance or detract from the natural topographic features, nor be placed at an elevation higher than that of the adjacent roadway without permission from the City of Bloomington.

The Contractor shall place no material as fill in any known flood way or flood plain without first obtaining the proper permits from the appropriate local, state, and federal agencies.

The Contractor, at his/her own expense, shall comply with the Illinois Environmental Protection Agency's Clean Construction or Demolition Debris (CCDD) Requirements, including Public Act 96-1416. The City of Bloomington will not provide a Source Site Certification (LPC-662). The Contractor shall utilize the Uncontaminated Soil Certification by Licensed Profession Engineer (LPC-663) or alternative methods.

CITY OF BLOOMINGTON, ILLINOIS

CONSTRUCTION DEBRIS MANIFEST

Ticket No.: _____

Contract No.: _____

Generator: _____

_____

Hauler: _____ Truck No.: _____

Description of Material: _____

_____

_____

Approximate Weight of Material: _____

Approximate Volume of Material: _____

Disposition of Material:

Location: _____

_____

Date: _____

Time: _____

Disposal site Owner: _____

_____

Disposal site Operator: _____

_____

CHAIN LINK FENCE, 4 FT.

Revise the first paragraph of Article 664.04 – "Installing Post" of the Standard Specifications to read:

"664.04 Installing Posts. Post shall be installed using a steel base plate welded to the post and secured to the concrete surface with four (4) chemical adhesive anchors. Weld base plate to post prior to galvanizing. Place non-shrink leveling grout as required under the base plate to provide uniform bearing."

BASIS OF PAYMENT

This work will be paid for at the contract lump sum price for CHAIN LINK FENCE, 4 FT. and shall include all labor, materials, and equipment to remove and dispose of the existing chain link fence and to install the new fence as shown on the Plans.

END OF SPECIAL PROVISION – CHAIN LINK FENCE, 4 FT.

DEWATERING

DESCRIPTION

This specification relates to design, materials of construction, fabrication, installation and operation of dewatering systems as required to complete the work shown on the Plans. Dewatering is required for installation of the stilling basin sump pit.

MATERIAL REQUIREMENTS

I. Equipment

A. Dewatering may include, but not limited to, sumps, pumps, filters, cofferdams, temporary pipelines for water disposal, or any combination. Maintain standby pumping equipment on the job site.
B. Provide and remove all equipment necessary for dewatering. Provide dewatering systme with sufficient pumping equipment and machinery in good working condition and provide at all times, competent workmenn for the operation of the system. Keep adequate standby equipment available at all times to insure continuous and efficient dewatering and maintenance of dewatering equipment.

CONSTRUCTION REQUIREMENTS

I. Regulatory Requirements

A. Conform with all city, county, state and federal requirements and obtain permits for the control and discharge of water from dewatering operations.
B. Coordinate with the City Water Department.

II. Submittals

A. Prior to commencing the work, submit to the Engineer, a detailed plan for installation, operation, and removal for dewatering. Contractor may be required to demonstrate the system and to verify that adequate equipment, personnel, and materials are provided to dewater the work areas.

III. Procedure

A. Contractor is responsible for controlling discharge rate and effect of the dewatering system.
B. Dispose of water in a suitable manner without damage to adjacent property. Do not drain water into work built or under construction. Filter water using an approved method to remove sand and fine-sized soil particles before disposal.
C. Release water is such a manner as to maintain the undisturbed state of the natural soils surrounding the discharge point.

METHOD OF MEASUREMENT

This work will be measured for payment as a single lump sum item.

BASIS OF PAYMENT

This work will be paid for at the contract lump sum price for DEWATERING and shall include all labor, materials, equipment necessary to provide, operate and remove dewatering systems necessary to complete the work shown on the Plans.

END OF SPECIAL PROVISION – DEWATERING

EROSION REPAIR

DESCRIPTION

This specification relates to the restoration of areas where erosion has deposited debris and sediment. In these areas the debris and sediment will be removed, the area will be regraded and seeded.

MATERIAL REQUIREMENTS

Seed mixture shall be Class 2 according to Article 250.07 and meet the material requirements of Article 1081.04 of the Standard Specifications.

Fertilizer shall meet the material requirements of Article 1081.08 of the Standard Specifications.

Turf Reinforcement shall meet the material requirements of Article 1081.10(g) of the Standard Specifications.

CONSTRUCTION REQUIREMENTS

Remove and dispose of debris and sediment at the areas indicated on the Plans, and as directed by the Engineer, according to Article 202.03 of the Standard Specifications. Regrade the disturbed areas as directed by the Engineer.

Seed and fertilize the disturbed areas according to Section 250 of the Standard Specifications. The application rate for the seed shall be two times (x2) the rate specified in the Standard Specifications.

Install turf reinforcement mat over all seeded areas according to Article 251.05 of the Standard Specifications and the manufacturer's recommendations. Roll and bury the leading/upstream edge of the mat to prevent water from flowing under the mat.

Within two hours after placement of the turf reinforcement mat and for a period of seven (7) days, the seeded areas shall be watered at a rate necessary for the seed to remain saturated

METHOD OF MEASUREMENT

This work will be measured for payment in place and the area computed in square yards.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per square yard for EROSION REPAIR and shall include all labor, materials, equipment necessary to complete the work described herein and as shown on the Plans.

END OF SPECIAL PROVISION – EROSION REPAIR

FUSE PLUG RESTORATION

DESCRIPTION

This work shall consist of stripping the vegetation, topsoil, and gravel cover from the limits of the fuse plug above Elev. 723.5; restoration of the sand fuse plug dike; restoration of the clayey silt topsoil cover to a crest at Elev. 724.5; and seeding and mulching of the fuse plug and disturbed areas.

CONSTRUCTION REQUIREMENTS

Testing and Inspection Service: The Owner will engage soil testing and inspection service for quality control testing during earthwork operations.

Submittals: The following reports from the testing and inspection service organization will be submitted to the Engineer prior to proceeding with additional earthwork:

A. Field density test reports
B. A moisture density curve (ASTM D-698) for the fuse plug sand

Job Conditions:

A. Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the Engineer immediately for directions. Cooperate in keeping services in operation. Repair damaged utilities to satisfaction of Owner. Do not interrupt existing utilities service facilities occupied and used by the Owner.
B. Prudent means shall be employed in protecting existing fixtures, equipment, structures, and other miscellaneous objects that are to remain on the site. In the event of damage, immediate repair shall be made to the satisfaction of, and at no cost to, the Owner.

Fuse Plug Sand:

A. Shall have a gradation the same as FA-2 and conform to the requirements of Section 1003.01 of the "Standard Specifications for Road and Bridge Construction."

Clayey Silt Topsoil:

A. Clayey silt topsoil shall include Group OL soils according to the Untied Soil Classification System (UCS) having organic silts and clays of low plasticity.

Seeding, Mulching and Fertilizing:

A. Seed mixture shall conform with Class 2 as shown in Section 250.07 of the Standard Specifications.
B. Mulch Method 3A shall be applied according to Section 251.03 of the Standard Specifications.

C. Fertilizer shall conform to Section 250.04 of the Standard Specifications.

Gravel:

A. The gravel as specified in the center of the fuse plug (between STA. 16+85 and STA. 17+15) shall be CA-7 gradation, as described in Section 1004.01 of the Standard Specifications.

Stripping:

A. Stripping of the fuse plug area includes the removal and disposal of all weeds, grass or other vegetation, and removing topsoil to a minimum depth of 6 in. as shown on the plans to expose the sand fuse plug and as directed by the Engineer.

B. The sand immediately below the stripped surface shall be reshaped and compacted in order to restore the fuse plug as shown on the plans.

C. Stripped earth material which is of topsoil variety may be stockpiled for placement later on top of the fuse plug embankment as shown on the plans subject to approval of the material by the Engineer.

Fuse Plug Sand:

A. The sand in the embankment shall be place in 6 in. to 12 in. horizontal lifts and compacted to 92 percent of standard laboratory density as defined in Article 205.06 of the Standard Specifications.

Grading:

A. All grading shall conform to elevations shown on the drawings unless otherwise directed by Owner's Representative. Grading tolerance to be plus or minus 0.2 ft unless otherwise show.
B. After grading is completed, all work shall be protected from damage, erosion, or other abuse.

Field Quality Control:

A. Quality Control Testing During Construction: Allow testing laboratory services to inspect and approve fuse plug sand layers before further construction work is performed.
B. Perform field density tests in accordance with nuclear moisture-density methods.
C. The intent of the field quality control program is to provide adequate data to assure that the specifications have been met. The extent and scheduling of testing shall be approved by and be coordinated with the Engineer.
D. If in the opinion of the Engineer, based on testing service reports and inspections, subgrade or fills have been placed below the specified density, then the Contractor shall provide additional compaction and testing at no additional expense.

METHOD OF MEASUREMENT

This work will be measured for payment as a single lump sum item.

BASIS OF PAYMENT

This work will be paid for at the contract lump sum price for FUSE PLUG RESTORATION and shall include all labor, materials, and equipment necessary to complete the work shown in the Plans and described in this Special Provision.

END OF SPECIAL PROVISION – FUSE PLUG RESTORATION

HAND COMPACTED EARTH FILL

DESCRIPTION

This work shall consist of furnishing backfill material suitable for repairing voids from tree root ball removal and animal burrows, sourcing and transporting suitable fill material, and the filling and compacting of the voids.

MATERIAL

A. The Contractor shall source suitable material for filling and repairing the voids left in the dam.

B. Suitable material shall consist of

1. Cohesive materials with 30 percent or more passing the No. 200 sieve, and have a plasticity index (PI) between 3 and 35. Materials having 85 percent fines by weight that are smaller than 0.05 mm shall not be acceptable.
2. The top 4 in. of material shall be Topsoil suitable for seeding.

C. The Contractor shall submit soil classification test results and Standard Proctor Curve.

CONSTRUCTION REQUIREMENTS

I. General

A. Volumes at each tree root ball location will vary based on the extent of the major root system. For payment purposes, the amount of cubic yards of earth fill placed per tree is based on the tree diameter and is shown in the schedule on the Plans. Shrubs were considered minor enough to not require fill.

II. Cleaning the Voids

A. The Contractor shall clean out the holes and loose material left by the root ball removal prior to backfilling.

B. Burrows or voids found in the berm shall be top excavated to expose the extent of the void and allow for proper compaction.

III. Filling the Voids

A. Once the hole has been cleaned out, the Contractor shall start backfilling the hole in 4 inch lifts and compact the material with pneumatic backfill tampers and hand operated vibratory rammers. The soil shall be compacted to 95% standard proctor.

B. The fill shall continue until the void is filled to the surrounding grade.

C. Voids beyond the toe of the downstream slope of the dam shall be filled with a weighted aggregate filter as shown on the plans in lieu of soil backfill.

D. The Contractor shall check soil compaction at 2 ft intervals during the backfilling process.

METHOD OF MEASUREMENT

This work will not be measured for payment. The quantity for each tree is that shown in the schedule on the Plans and is based on the tree diameter with a 10 cubic yard maximum value per tree.

BASIS OF PAYMENT

This work will be paid for as indicated in the various items noted below:

HAND COMPACTED EARTH FILL will be paid for at the contract price per cubic yard for the quantity shown in the schedule on the Plans, including but not limited to, all labor, materials, and equipment required to locate and transfer suitable fill material, and fill and compact the voids left from the removal of trees. No additional compensation will be given if the void is larger.

END OF SPECIAL PROVISION – HAND COMPACTED EARTH FILL

CLEANING AND SEALING JOINTS

DESCRIPTION

This work shall consist of the furnishing of all materials, labor, tools and equipment for the satisfactory cleaning, placing filler material, and sealing of the existing joints located along the upstream face of the existing slope protection pavement of the Evergreen Lake dam and the downstream spillway pavement of the Lake Bloomington dam, as shown on the Plans. The Engineer in the field shall determine the areas that require this work. The work shall proceed according to the details shown on the construction plans and as described herein.

MATERIAL REQUIREMENTS

I. Urethane Joint Sealants

A. Materials used for sealing joints shall conform to Section 1050.04 Polyurethane Joint Sealant of the Standard Specifications or an approved equal.

II. Joint Sealant Backing

A. Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

III. Filler Material

A. The filler material shall be a uniform mixture of fine aggregate and water. Fine aggregate material shall be according to Section 1003.01 of the Standard Specifications with gradation of FA 1. The components shall be proportioned to produce a uniform mixture capable of being pumped or poured directly into the joints. The Contractor shall submit to the Engineer, for approval, a design mix.

IV. Miscellaneous Materials

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

CONSTRUCTION REQUIREMENTS

I. Do not proceed with installation of joint sealants under the following conditions:

A. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
B. When joint substrates are wet.
C. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
D. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

II. The work shall be protected from the action of water and waves solely at the expense of the contractor. The protection method shall be subject to the approval of the Director of Engineering and Water.

III. The limits of this work shall be marked jointly by the Engineer and the Contractor's representative. Marking shall proceed with other ongoing work.

IV. Before installing sealants, field test their adhesion to project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix XI in ASTM C 1193.

IV. Examination

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected to the satisfaction of the Engineer.

V. Preparation

A. Routing: Joints with openings less than those allowed by joint-sealant manufacturer shall be routed to provide a minimum sealant reservoir of ½ in. wide and ½ to ¾ in. deep plus the backer rod, as required.

B. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean joint substrate surfaces by brushing, grinding, mechanical abrading, or a

combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.

C. Filler Material: After joints have been satisfactorily cleaned, the filler material shall be pumped or poured into the joints to a level no less than 2 in. from the top of the slab after the filler material has settled. The filler material should be allowed sufficient time to settle, as determined by the Engineer. Water may be used to flush the pavement surface and sealant bond surfaces in order to remove sand or other contaminants. Remove excess filler material from joints to ensure proper depth for backer rod and sealant as shown on the Plans.

D. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

E. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

VI. Installation of Joint Sealants

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide recessed joint configuration of recess depth and at locations indicated on the Plans per Figure 8C in ASTM C 1193.

VII Cleaning

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

VIII Protection

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

METHOD OF MEASUREMENT

This work shall be measured in lineal feet complete in place.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per lineal foot for CLEANING AND SEALING JOINTS which payment shall compensate the contractor in full for all labor, equipment and materials used in the work.

Filler material will not be paid for separately. It is estimated that approximately 50 tons of FA 1 sand may be required for this work.

END OF SPECIAL PROVISION – CLEANING AND SEALING JOINTS

PAVED DITCH REPLACEMENT

DESCRIPTION

This work shall consist of removal and disposal of portions of the existing concrete paved ditch and construction of new concrete paved ditch as shown on the Plans according to Section 503 of the Standard Specifications, and the following.

CONSTRUCTION REQUIREMENTS

Provide Class SI Portland Cement Concrete according to Section 1020.

Provide Normal Finish according to Article 503.15

Membrane curing according to Article 1020.13 is not allowed.

Restore existing grade to disturbed areas around the paved ditch replacement. Seed and fertilized disturbed areas according to Section 250 of the Standard Specifications using Class 3 seed mixture. The application rate for seed shall be two times (x2) the rate specified in the Standard Specifications. Mulch seeded areas according to Section 251 of the Standard Specifications using Method 3. Within two hours after placement of mulch and for a period of seven (7) days, the seeded areas shall be watered at a rate necessary for the seed to remain saturated.

METHOD OF MEASUREMENT

This work will be measured for payment in place computed in feet along the bottom of the paved ditch between construction joints.

Reinforcement bars will not be measured separately, but included in this item.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per foot for PAVED DITCH REPLACEMENT and shall include all labor, material, and equipment to remove and dispose of existing paved ditch and to place new paved ditch as shown on the Plans.

END OF SPECIAL PROVISION – PAVED DITCH REPLACEMENT

STRUCTURAL REPAIR OF CONCRETE

DESCRIPTION

This work shall consist of structurally repairing concrete.

MATERIALS

Materials shall be according to the following.

Item	Article/Section
(a) Portland Cement Concrete (Notes 1 and 2)	1020
(b) R1 or R2 Concrete (Note 3)	
(c) Normal Weight Concrete (Notes 4 and 5)	
(d) Reinforcement Bars	1006.10
(e) Anchor Bolts	1006.09
(f) Water	1002
(g) Curing Compound	1022.01
(h) Cotton Mats	1022.02
(i) Protective Coat	1023.01
(j) Epoxy (Note 6)	1025
(k) Mechanical Bar Splicers	508.06(c)

Note 1. *For North Buttress repairs at Lake Bloomington the existing condition of the wall may include active seepage through the repair area. In that case, include a crystalline waterproofing additive to the concrete mix at the time of batching. Use Xypex Admix C-1000 manufactured by Xypex Chemical Corporation. Follow all manufacturer's instructions for installation of concrete that includes the crystalline additive. The cost of the additive shall be included in the contract unit price for this item.*

Xypex Chemical Corporation
13731 Mayfield Place
Richmond, British Columbia, Canada V6V 2G9
Contact: Sandy Bradford-Dice, 989-450-2006,
Sandy.bradford@xypex.com

Note 2. The concrete shall be Class SI, except the cement factor shall be a minimum 6.65 cwt/cu yd, the coarse aggregate shall be a CA 16, and the strength shall be a minimum 4000 psi compressive or 675 psi flexural at 14 days. A high range water-reducing admixture shall be used to obtain a 5-7 in. slump, but a cement factor reduction according to Article 1020.05(b)(8) is prohibited. A self-consolidating concrete mixture is also acceptable per Article 1020.04, except the mix design requirements of this note regarding the cement factor, coarse aggregate, strength, and cement factor reduction shall apply.

Note 3. The R1 or R2 concrete shall be from the Department's approved list of Packaged, Dry, Rapid Hardening, Cementitious Materials for Concrete Repairs. The R1 or R2

concrete shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. slump, and a retarder may be required to allow time to perform the required field tests. The admixtures shall be per the manufacturer's recommendation, and the Department's approved list of Concrete Admixtures shall not apply.

Note 4. The "high slump" packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. The cement factor shall be 6.65 cwt/cu yd minimum to 7.05 cwt/cu yd maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The "high slump" packaged concrete mixture shall have a water soluble chloride ion content of less than 0.40 lb/cu yd. The test shall be performed according to ASTM C 1218, and the "high slump" packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Engineer. The coarse aggregate shall be a maximum size of 1/2 in. The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. slump. The admixture shall be per the manufacturer's recommendation, and the Engineer's approved list of Concrete Admixtures shall not apply. A maximum slump of 10 in. may be permitted if no segregation is observed by the Engineer in a laboratory or field evaluation.

Note 5. The "self-consolidating concrete" packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. The cement factor shall be 6.65 cwt/cu yd minimum to 7.05 cwt/cu yd maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The "self-consolidating concrete" packaged concrete mixture shall have a water soluble chloride ion content of less than 0.40 lb/cu yd. The test shall be performed according to ASTM C 1218, and the "self-consolidating concrete" packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Engineer. The concrete mixture should be uniformly graded, and the coarse aggregate shall be a maximum size of 1/2 in. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used. The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. The admixtures used to produce self-consolidating

concrete shall be per the manufacturer's recommendation, and the Department's approved list of Concrete Admixtures shall not apply. The packaged concrete mixture shall meet the self-consolidating requirements of Article 1020.04.

Note 6. In addition ASTM C 881, Type IV, Grade 2 or 3, Class A, B, or C may be used.

I. Equipment

Equipment shall be according to Article 503.03 and the following.

Chipping Hammer – The chipping hammer for removing concrete shall be a light-duty pneumatic or electric tool with a 15 lb. maximum class or less.

Blast Cleaning Equipment – Blast cleaning equipment for concrete surface preparation shall be the abrasive type, and the equipment shall have oil traps.

Hydrodemolition Equipment – Hydrodemolition equipment for removing concrete shall be calibrated, and shall use water according to Section 1002.

CONSTRUCTION REQUIREMENTS

I. General

The repair methods shall be either formed concrete repair or shotcrete. The repair method shall be selected by the Contractor with the following rules.

(a) Rule 1. For formed concrete repair, a subsequent patch to repair the placement point after initial concrete placement will not be allowed. As an example, this may occur in a vertical location located at the top of the repair.

(b) Rule 2. Formed concrete repair shall not be used for overhead applications.

(c) Rule 3. If formed concrete repair is used for locations that have reinforcement with less than 0.75 in. of concrete cover, the concrete mixture shall contain fly ash or ground granulated blast-furnace slag at the maximum cement replacement allowed.

II. Temporary Shoring or Cribbing

When a temporary shoring or cribbing support system is required, the Contractor shall provide details and computations, prepared and sealed by an Illinois licensed Structural Engineer, to the Engineer for review and approval. When ever possible the support system shall be installed prior to starting the associated concrete removal. If no system is specified, but during the course of removal the need for temporary shoring or cribbing becomes apparent or is directed by the Engineer due to a structural concern, the Contractor shall not proceed with any further removal work until an appropriate and approved support system is installed.

III. Concrete Removal

The Contractor shall provide ladders or other appropriate equipment for the Engineer to mark the removal areas. Repair configurations will be kept simple, and squared corners will be preferred. The repair perimeter shall be sawed a depth of 1/2 in. or less, as required to avoid cutting the reinforcement. Any cut reinforcement shall be repaired or replaced at the expense of the Contractor. If the concrete is broken or removed beyond the limits of the initial saw cut, the new repair perimeter shall be recut. The areas to be repaired shall have all loose, unsound concrete removed completely by the use of chipping hammers, hydrodemolition equipment, or other methods approved by the Engineer. The concrete removal shall extend along the reinforcement bar until the reinforcement is free of bond inhibiting corrosion. Reinforcement bar with 50 percent or more exposed shall be undercut to a depth of 3/4 in. or the diameter of the reinforcement bar, whichever is greater.

If sound concrete is encountered before existing reinforcement bars are exposed, further removal of concrete shall not be performed unless the minimum repair depth is not met.

The repair depth shall be a minimum of 1 in. The substrate profile shall be ± 1/16 in. The perimeter of the repair area shall have a vertical face.

If a repair is located at the ground line, any excavation required below the ground line to complete the repair shall be included in this work.

The Contractor shall have a maximum of 14 calendar days to complete each repair location with concrete, once concrete removal has started for the repair.

The Engineer shall be notified of concrete removal that exceeds 6 in. in depth, one fourth the cross section of a structural member or other structural concern. Excessive deterioration or removal may require further evaluation of the structure or installation of temporary shoring and cribbing support system.

IV. Surface Preparation

Prior to placing the concrete or shotcrete, the Contractor shall prepare the repair area and exposed reinforcement by blast cleaning. The blast cleaning shall provide a surface that is free of oil, dirt, and loose material.

The repair area and perimeter vertical face shall have a rough surface. Care shall be taken to ensure the sawcut face is roughened by blast cleaning. Just prior to concrete placement, saturate the repair area with water to a saturated surface-dry condition. Any standing water shall be removed.

Concrete placement shall be done within 3 calendar days of the surface preparation or the repair area shall be prepared again.

V. Reinforcement.

Exposed reinforcement bars shall be cleaned of concrete and corrosion by blast cleaning. After cleaning, all exposed reinforcement shall be carefully evaluated to determine if replacement or additional reinforcement bars are required.

Reinforcing bars that have been cut or have lost 25 percent or more of their original cross sectional area shall be supplemented by new in kind reinforcement bars. New bars shall be lapped a minimum of 32 bar diameters to existing bars. A mechanical bar splicer shall be used when it is not feasible to provide the minimum bar lap. No welding of bars shall be performed.

Intersecting reinforcement bars shall be tightly secured to each other using 0.006 in. or heavier gauge tie wire, and shall be adequately supported to minimize movement during concrete placement or application of shotcrete.

For reinforcement bar locations with less than 0.75 in. of cover, protective coat shall be applied to the completed repair. The application of the protective coat shall be according to Article 503.19, 2nd paragraph, except blast cleaning shall be performed to remove curing compound.

The Contractor shall anchor the new concrete to the existing concrete with 3/4 in. diameter hook bolts for all repair areas where the depth of concrete removal is greater than 8 in. and there is no existing reinforcement extending into the repair area. The hook bolts shall be spaced at 15 in. maximum centers both vertically and horizontally, and shall be a minimum of 12 in. away from the perimeter of the repair. The hook bolts shall be installed according to Section 584.

VI. Repair Methods

All repair areas shall be inspected and approved by the Engineer prior to placement of the concrete or application of the shotcrete.

a. Formed Concrete Repair. Falsework shall be according to Article 503.05. Forms shall be according to Article 503.06. Formwork shall provide a smooth and uniform concrete finish, and shall approximately match the existing concrete structure. Formwork shall be mortar tight and closely fitted where they adjoin the existing concrete surface to prevent leakage. Air vents may be provided to reduce voids and improve surface appearance. The Contractor may use exterior mechanical vibration, as approved by the Engineer, to release air pockets that may be entrapped.

   The concrete for formed concrete repair shall be a Class SI Concrete, or a packaged R1 or R2 Concrete with coarse aggregate added, or a packaged Normal Weight Concrete at the Contractor's option. The concrete shall be placed and consolidated according to Article 503.07. The concrete shall not be placed when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40 °F. All repaired members shall be restored as close as practicable to their original dimensions.

   Curing shall be done according to Article 1020.13.

   If temperatures below 45°F are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period.

The surfaces of the completed repair shall be finished according to Article 503.15.

VII. Inspection of Completed Work

The Contractor shall provide ladders or other appropriate equipment for the Engineer to inspect the repaired areas. After curing but no sooner than 28 days after placement of concrete or shooting of shotcrete, the repair shall be examined for conformance with original dimensions, cracks, voids, and delaminations. Sounding for delaminations will be done with a hammer or by other methods determined by the Engineer.

The acceptable tolerance for conformance of a repaired area shall be within 1/4 in. of the original dimensions. A repaired area not in dimensional conformance or with delaminations shall be removed and replaced.

A repaired area with cracks or voids shall be considered as nonconforming. Exceeding one or more of the following crack and void criteria shall be cause for removal and replacement of a repaired area.

a. The presence of a single surface crack greater than 0.01 in. in width and greater than 12 in. in length.
b. The presence of two or more surface cracks greater than 0.01 in. in width that total greater than 24 in. in length.
c. The presence of map cracking in one or more regions totaling 15 percent or more of the gross surface area of the repair.
d. The presence of two or more surface voids with least dimension 3/4 in. each.

A repaired area with cracks or voids that do not exceed any of the above criteria may remain in place, as determined by the Engineer.

If a nonconforming repair is allowed to remain in place, cracks greater than 0.007 in. in width shall be repaired with epoxy according to Section 590. For cracks less than or equal to 0.007 in. in width, the epoxy may be applied to the surface of the crack. Voids shall be repaired according to Article 503.15.

VIII. Publications and Personnel Requirements

The Contractor shall provide a current copy of ACI 506R to the Engineer a minimum of one week prior to start of construction.

METHOD OF MEASUREMENT

This work will be measured for payment in place and the area computed in square feet. For a repair at a corner, both sides will be measured.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per square foot for STRUCTURAL REPAIR OF CONCRETE.

The use of Xypex crystalline waterproofing additive will not be paid for separately, but should be included in the contract unit price for this item.

When not specified to be paid for elsewhere, the work to design, install, and remove the temporary shoring and cribbing will be paid for according to Article 109.04.

With the exception of reinforcement damaged by the Contractor during removal, the furnishing and installation of supplemental reinforcement bars, mechanical bar splicers, hook bolts, and protective coat will be paid according to Article 109.04.

END OF SPECIAL PROVISION – STRUCTURAL REPAIR OF CONCRETE

TREE REMOVAL

DESCRIPTION

I. This work shall consist of removal and proper disposal of trees and woody vegetation on the downstream side of the earthen dam and along both sides of the outlet spillway as shown on the Plans. The work shall be coordinated with the Special Provision "Hand Compacted Earth Fill."

MATERIAL

I. Not Applicable

CONSTRUCTION REQUIREMENTS

I. General

A. The area immediately downstream (west) of the removal area is a saturated soil. The contractor shall not operate equipment in this area.

B. All erosion control equipment shall be installed prior to the removal of any trees or vegetation.

C. Tree trimming adjacent to the outlet spillway shall be controlled with no large limbs or debris impacting the spillway.

D. All vegetation shall be removed in accordance with Section 201 of the standard specifications.

II. Tree Removal

A. Trees shall be cut down and removed from the site.

B. For stumps to remain the tree shall be cut off at ground level and sealed with a urethane or asphalt emulsion based sealant approved by the Engineer.

C. For stumps to be removed the stump and root ball and any roots greater than 1 inch in diameter shall be removed completely.

D. The contractor shall ensure the resulting void is free of organic debris.

E. The resulting void shall be backfilled immediately in accordance with the Special Provision "Hand Compacted Earth Fill."

III. Clearing Vegetation

A. All vegetation that is not grass shall be cleared from Zone 3 through 5 as indicated on

the plans. All saplings and shrubs shall be removed in accordance with Section 201.08 of the Standard Specifications.

METHOD OF MEASUREMENT

This work will be measured for payment as indicated for the items noted below:

TREE REMOVAL shall be measured for payment per unit diameter.

Clearing vegetation will not be measured for payment.

BASIS OF PAYMENT

This work will be paid for as indicated for the various items noted below:

Tree removal will be paid for at the contract unit price per unit diameter for:

Tree Removal (≤ 4" Units Diameter), Zone 5
Tree Removal (> 4" Units Diameter), Zone 5
Tree Removal (≤ 6" Units Diameter),Zone 4
Tree Removal (> 6" Units Diameter), Zone 4
Tree Removal (≤ 8" Units Diameter), Zone 3
Tree Removal (> 8" Units Diameter), Zone 3

Unit price to include but not limited to, all labor materials, and equipment required to trim, remove and properly dispose of all trees and vegetation as indicated on the plans.

END OF SPECIAL PROVISION – TREE REMOVAL

WATERSTOPS

DESCRIPTION

This specification relates to design, materials of construction, fabrication, and the supply of the waterstops as shown on the Plans.

MATERIAL REQUIREMENTS

I. Materials

C. Provide flexible PVC (polyvinyl chloride) waterstop as manufactured by Greenstreak, profile style number 609, or approved equal.
D. The PVC waterstop shall be extruded from an elastomeric plastic material of which the basic resin is prime virgin polyvinyl chloride. The PVC compound shall not contain any scrapped or reclaimed material or pigment whatsoever.
E. Provide Greenstreak 7300 two component epoxy gel to secure waterstop to concrete.
F. Performance Requirements as follows:

Property	**Test Method**	**Required Limits**
Water absorption	ASTM D 570	0.15% max
Tear Resistance	ASTM D 624	200 lb/in (35 kN/m) min.
Ultimate Elongation	ASTM D 638	350% min.
Tensile Strength	ASTM D 638	2000 psi (13.78 Mpa) min.
Low Temperature Brittleness	ASTM D 746	No Failure @ -35° F (-37° C)
Stiffness in Flexure	ASTM D 747	600 psi (4.13 Mpa) min.
Specific Gravity	ASTM D 792	1.45 max.
Hardness, Shore A	ASTM D 2240	79 ±3
Tensile Strength after accelerated extraction	CRD-C 572	1850 psi (11.03 Mpa) min.
Elongation after accelerated extraction	CRD-C 572	300% min.
Effect of Alkalies after 7 days: Weight Change Hardness Change	CRD-C 572	 between -0.10% / +0.25% +/- 5 points

II. Accessories

A. PVC Waterstops

1. Provide factory made waterstop fabrications for all changes of direction, intersections, and transitions leaving only straight butt joint splices for the field.
2. Provide hog rings or grommets spaced at 12 inches on center along length of waterstop.
3. Provide Teflon coated thermostatically controlled waterstop splicing irons for field butt splices.

CONSTRUCTION REQUIREMENTS

I. DELIVERY, STORAGE, AND HANDLING

C. Store waterstops under tarps to protect from oil, dirt, sunlight, and premature exposure to water.

II. INSTALLATION

A. PVC Waterstop

1. Field butt splices shall be heat fused welded using a teflon covered thermostatically controlled waterstop splicing iron at approximately 380 degrees F. Follow approved manufacturer recommendations.
2. Lapping of waterstop, use of adhesives, or solvents shall not be allowed.
3. Center waterstop in joint and secure waterstop in correct position using hog rings or grommets spaced at 12" on centers along the length of the waterstop and wire tie to adjacent reinforcing steel.

BASIS OF PAYMENT

This work will not be measured or paid for separately, but shall be considered as included in the unit price for Concrete Structures.

END OF SPECIAL PROVISION – WATERSTOPS

WEIGHTED FILTER BACKFILL

DESCRIPTION

This work shall consist of furnishing backfill material suitable for repairing voids from tree root ball removal and animal burrows, sourcing and transporting suitable fill material, and the filling and compacting of the voids.

MATERIAL

D. The Contractor shall source suitable material for filling and repairing the voids left in Zone 5 beyond the toe of the dam.

E. Suitable material shall consist of granular material as shown on the Plans and specified herein.

F. Sand shall have gradation of FA-4 and conform to the requirements of Section 1003.01 of the "Standard Specifications for Road and Bridge Construction."

G. Coarse Aggregate shall have gradation of CA-7 and conform to the requirements of Section 1004.01 of the "Standard Specifications for Road and Bridge Construction."

H. Riprap shall be Class A3 or A4 and conform to the requirements of Section 1005.01 of the "Standard Specifications for Road and Bridge Construction."

CONSTRUCTION REQUIREMENTS

IV. General

A. Volumes at each tree root ball location will vary based on the extent of the major root system. For payment purposes, the amount of cubic yards of earth fill placed per tree is based on the tree diameter and is shown in the schedule on the Plans. Shrubs were considered minor enough to not require fill.

V. Cleaning the Voids

A. The Contractor shall clean out the holes and loose material left by the root ball removal prior to backfilling.

B. Burrows or voids found in the berm shall be top excavated to expose the extent of the void and allow for proper compaction.

VI. Filling the Voids

A. Once the hole has been cleaned out, the Contractor shall start backfilling the hole in lifts not to exceed 8 in. thick. Compact the material with pneumatic backfill tampers and hand operated vibratory rammers.

B. The fill shall continue until the void is filled to the surrounding grade.

METHOD OF MEASUREMENT

This work will not be measured for payment. The quantity for each tree is that shown in the schedule on the Plans and is based on the tree diameter with a 10 cubic yard maximum value per tree.

BASIS OF PAYMENT

This work will be paid for as indicated in the various items noted below:

WEIGHTED FILTER BACKFILL will be paid for at the contract price per cubic yard for the quantity shown in the schedule on the Plans, including but not limited to, all labor, materials, and equipment required to locate and transfer suitable fill material, and fill and compact the voids left from the removal of trees. No additional compensation will be given if the void is larger.

END OF SPECIAL PROVISION – WEIGHTED FILTER BACKFILL

*** END OF SPECIAL PROVISIONS ***

Traffic Control Authorization Request

PROJECT: _____

LOCATION: Marked Route _____ Location _____

INCLUSIVE DAYS OF WORK: _____ WORK HOURS: _____

WORK TYPE: Maintenance Construction Traffic Other

Work Description _____

_____

_____

CONTRACTOR OR AGENCY DOING WORK: _____

RESPONSIBLE CONTACT: (Construction Foreman, or Traffic Maintenance Person)

Name: _____ Phone: _____ (Office) _____ (Mobile)
(If traffic control is to be employed between 5:00p.m.and 8:30a.m.or on Saturday, Sunday or holidays, give three additional contacts.)

Name: _____ Phone: _____ (Office) _____ (Mobile)

Name: _____ Phone: _____ (Office) _____ (Mobile)

Name: _____ Phone: _____ (Office) _____ (Home)

CONTROLS: (Describe specific controls to be used, including reference to appropriate Highway Standards or section of Manual, and set forth any special controls proposed.)

_____

_____

COMMENTS: _____

_____

Distribution:
Project File
City of Bloomington Police
City of Bloomington Fire

Submitted by _____

Approved by _____
City Engineer

Illinois Department of Transportation

Traffic Control Authorization Request

District _____

Project _____

Marked Route _____

County _____

Contract Number _____

Section _____

Location _____

_____

Inclusive Dates of Work _____ to _____ Work Hours ☐ AM ☐ PM to ☐ AM ☐ PM

Work Type ☐ Maintenance ☐ Construction ☐ Traffic ☐ Other

Describe Work _____

_____

_____

Contractor or Agency Performing Work _____

Responsible Engineer: (Construction Foreman/Superintendent, Maintenance/Traffic Field Engineer)

Name _____ Telephone No. ( ) _____ ( ) _____
Office Home

(If traffic control is to be employed between 5:00 p.m. and 8:30 a.m. or on Saturday, Sunday or holidays give additional names and numbers)

Name _____ Telephone No. ( ) _____ ( ) _____

Name _____ Telephone No. ( ) _____ ( ) _____

Name _____ Telephone No. ( ) _____ ( ) _____

Controls: (Describe specific controls to be used, including reference to appropriate Highway Standards or sections of manuals, and set forth any special controls proposed).

_____

_____

_____

_____

Distribution:
District Operations/Traffic Engineer
Project Implementation Engineer
Field Engineer
Resident Engineer
ISP District

Submitted by: _____

Approved by: _____
(District Operations/Traffic Engineer)

CITY OF BLOOMINGTON
Public Works Department/Engineering
PO Box 3157, Bloomington IL 61702-3157
309-434-2225 Fax 309-434-2201
www.cityblm.org

MAINTENANCE AND REPAIR TIME & MATERIALS REPORT

Contractor _____

Date _____

Description and Location of Work: _____

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)

EQUIPMENT USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours

MATERIAL USED

Description	Quantity

REMARKS: _____

APPROVED _____ APPROVED: _____
Contractor's Representative City's Representative

State of Illinois
Illinois Department of Labor

Certified Transcript of Payroll (Sample)

IDOL Case File Number: _____

Please Note: The submission of falsified payroll records is a criminal offense.

Payroll Date: _____

_____ (Contract Number)

_____ (Project Number)

_____ (Project Location)

Contractor and/or Subcontractor

_____ (Company Name) _____ (Contact Name)

_____ (Street Address) _____ (City)

_____ (State) _____ (Zipcode) _____ (Telephone Number)

Public Body Information

_____ (Public Body Name) _____ (Contact Name)

_____ (Street Address) _____ (City)

_____ (State) _____ (Zipcode) _____ (Telephone Number)

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address SSN & Telephone Number		* Hours worked each day SUN	MON	TUE	WED	THR	FRI	SAT	Total Hrs Each PW and Reg.	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross	Net
	PW													
	N													
Labor Classification	Hourly Fringe Benefit: Pension:		Health/Welfare:		Vacation:		Training:							
	PW													
	N													
Labor Classification	Hourly Fringe Benefit: Pension:		Health/Welfare:		Vacation:		Training:							
	PW													
	N													
Labor Classification	Hourly Fringe Benefit: Pension:		Health/Welfare:		Vacation:		Training:							
	PW													
	N													
Labor Classification	Hourly Fringe Benefit: Pension:		Health/Welfare:		Vacation:		Training:							

***PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked**

IL452CM02

Certified Transcript of Payroll

Instructions:

Fringe benefits (health insurance, pension, vacation, and training) must be paid, if it is required for the work classification, regardless of your union or nonunion status.

We give you credit for health insurance paid (if any) and ERISA approved pension plan (if any) and training if your employees are in a BAT approved program.

If the fringe benefit rate is paid into a fund, please note by placing the letter "F" behind the fringe benefit rate; if the fringe benefit rate is included on an employee's payroll check, please note by placing the letter "E" behind the fringe benefit rate.

On the back of this form please list all subcontractors, independent contractors and owner operator's your company used on this project. If you wish information regarding coverage of the Act, please visit our web site at www.state.il.us/agency/idol/ or call 217-782-1710.

State of Illinois
Illinois Department of Labor

Certified Transcript of Payroll

AFFIDAVIT

Weekly Statement of Compliance

Date: _____

I, _____ ,
(name signatory party)

_____ , do
(Title)

hereby state: that I pay or supervise the payment of the persons employed on the public works project _____ ;
(name of project)

that during the payroll period commencing on the _____ day of _____ , _____ ,
(day) (month) (year)

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____
(name of contractor or subcontractor)

from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborers or mechanic conform to the work he/she performed.

99

_____
Signature

Digital Signature _____

SUBCONTRACTORS

Attach explanation of Monies paid, copy of contract of billing, or other pertinent information.

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

BLOOMINGTON, ILLINOIS
RE-BID #2018-15
DAM REPAIRS
EVERGREEN LAKE AND LAKE BLOOMINGTON
City Project No. 20-26-63012-18-00

PLAN LIST

1. Cover Sheet
2. Site Plan, General Notes & Bill of Material
   Evergreen Lake: Work Package No. 1-6
3. Paved Ditch Replacement – Work Package No. 1
4. Paved Ditch Details – Work Package No. 1
5. Scour Hole Repair – Work Package No. 1
6. Erosion Repair & Riprap Details – Work Package No. 2
7. Wall Repairs & Fence Replacement – Work Package No. 3
8. Stilling Basin Sump Pump Details – Work Package No. 4
9. Fuse Plug Restoration – Work Package No. 5
10. Cleaning & Sealing Joints - Work Package No. 6
11. Site Plan, General Notes & Bill of Material
    Lake Bloomington: Work Package No. 7-10
12. Joint Sealant Repairs - Work Package No. 7
13. North Buttress Concrete Repairs - Work Package No. 8
14. Dewatering Structure Plug - Work Package No. 9
15. Tree Removal - Work Package No. 10

16-17. Tree Removal Schedules - Work Package No. 10

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
413	-	ASSOR DIST. & MCLEAN	16	1
	ILLINOIS	CONTRACT NO.		

INDEX OF SHEETS

1. COVER SHEET
2. SITE PLAN, GENERAL NOTES & BILL OF MATERIAL EVERGREEN LAKE WORK PACKAGE NO. 1-6
3. PAVED DITCH REPLACEMENT - WORK PACKAGE NO. 1
4. PAVED DITCH DETAILS - WORK PACKAGE NO. 1
5. SCOUR HOLE REPAIR - WORK PACKAGE NO. 1
6. EROSION REPAIR & RIPRAP DETAILS - WORK PACKAGE NO. 2
7. WALL REPAIRS & FENCE REPLACEMENT - WORK PACKAGE NO. 3
8. STILLING BASIN SUMP PIT DETAILS - WORK PACKAGE NO. 4
9. FUSE PLUG RESTORATION - WORK PACKAGE NO. 5
10. CLEANING & SEALING JOINTS - WORK PACKAGE NO. 6
11. SITE PLAN, GENERAL NOTES & BILL OF MATERIAL BLOOMINGTON LAKE - WORK PACKAGE NO. 7-10
12. JOINT SEALANT REPAIRS - WORK PACKAGE NO. 7
13. NORTH BUTTRESS CONCRETE REPAIRS - WORK PACKAGE NO. 8
14. DEWATERING STRUCTURE PLUG - WORK PACKAGE NO. 9
15. TREE REMOVAL - WORK PACKAGE NO. 10
16-17. TREE REMOVAL SCHEDULES - WORK PACKAGE NO. 10

LIST OF HIGHWAY STANDARDS

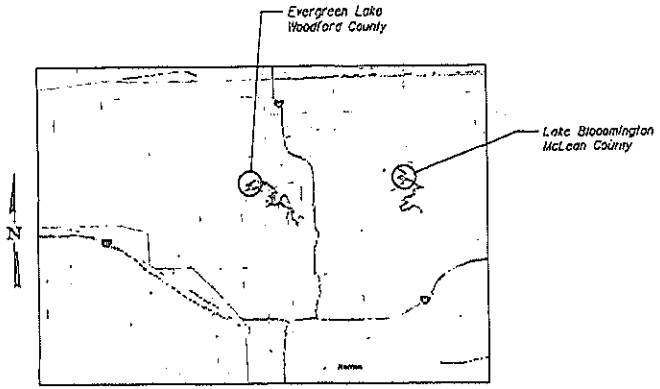
701006 OFF-ROAD OPERATIONS, 2 LANE, 2 WAY, 15' TO 24' FROM PAVEMENT EDGE
701901 TRAFFIC CONTROL DEVICES

CITY OF BLOOMINGTON
McLEAN COUNTY, ILLINOIS

PLANS FOR PROPOSED DAM REPAIRS

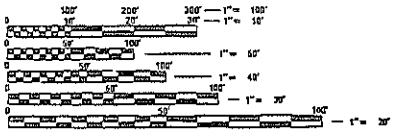
EVERGREEN LAKE – WOODFORD COUNTY
LAKE BLOOMINGTON – McLEAN COUNTY

PROJECT NO. 20-26-63012-18-00
BID NO. 2018-15



LOCATION SKETCH

APPROVED 2/15 20 18
WATER DIRECTOR



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123
OR 811

811 Know what's below. Call before you dig.

PROJECT ENGINEER: JARED THOELE (217)788-2450
PROJECT MANAGER: JEFF TATAREK (217)788-2450

PLANS PREPARED FOR:

PLANS PREPARED BY:

© Copyright Hanson Professional Services Inc. 2018

HANSON

JEFFREY J. TATAREK 062-060446 LICENSED STRUCTURAL ENGINEER STATE OF ILLINOIS

SIGNATURE:
DATE SIGNED: 02-05-18
LIC. EXP. DATE: 11-30-18

WORK PACKAGE NO. 1 - PAVED DITCH REPLACEMENT

Item	Units	Quantity
Porous Granular Embankment	Ton	45.3
Topsoil Furnish and Place, 8"	Sq. Yd.	16.5
Seeding, Class 3	Sq. Yd.	17
Turf Reinforcement Mat	Sq. Yd.	16.5
Geotextile Fabric for French Drains	Sq. Yd.	149.1
Paved Ditch Replacement	Lin. Ft.	504.0
Traffic Control & Protection	L. Sum	1

WORK PACKAGE NO. 2 - EROSION REPAIR & RIPRAP

Item	Units	Quantity
Stone Riprap, Class A5	Ton	30.9
Filter Fabric	Sq. Yd.	134
Erosion Repair	Sq. Yd.	100.0

WORK PACKAGE NO. 3 - WALL REPAIRS & FENCE REPLACEMENT

Item	Units	Quantity
Chain Link Fence, 4 Ft.	Lin. Ft.	492.0
Structural Repair of Concrete	Sq. Ft.	11.0
Traffic Control & Protection	L. Sum	1

WORK PACKAGE NO. 4 - STILLING BASIN SUMP PIT DETAILS

Item	Units	Quantity
Concrete Removal	Cu. Yd.	2.3
Structure Excavation	Cu. Yd.	5.9
Concrete Structures	Cu. Yd.	3.9
Reinforcement Bars, Epoxy Coated	Pound	590
Dewatering	L. Sum	1

WORK PACKAGE NO. 5 - FUSE PLUG RESTORATION

Item	Units	Quantity
Fuse Plug Restoration	L. Sum	1
Traffic Control & Protection	L. Sum	1

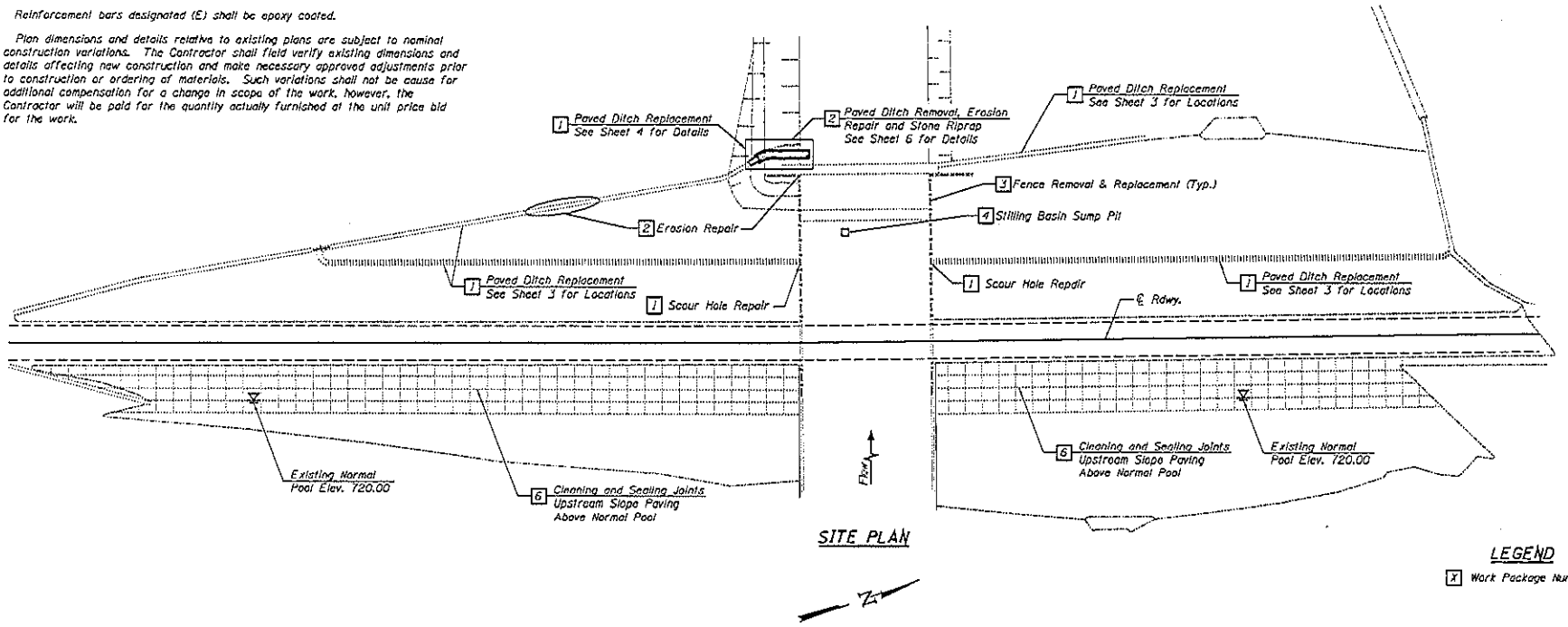
WORK PACKAGE NO. 6 - CLEANING & SEALING JOINTS

Item	Units	Quantity
Cleaning and Sealing Joints	Lin. Ft.	5,200
Traffic Control & Protection	L. Sum	1

GENERAL NOTES

Reinforcement bars designated (E) shall be epoxy coated.

Plan dimensions and details relative to existing plans are subject to nominal construction variations. The Contractor shall field verify existing dimensions and details affecting new construction and make necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in scope of the work, however, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work.



SITE PLAN

LEGEND

[X] Work Package Number

FILE NAME = Ditch_Force Replacement

HANSON
PROFESSIONAL DESIGN FIRM LICENSE #184-001064
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USER NAME = PaulDAN
PLOT SCALE =
PLOT DATE = 8/5/2016

DESIGNED - JJT
CHECKED -
DRAWN - DAP
CHECKED - JJT

REVISED -
REVISED -
REVISED -
REVISED -

CITY OF Bloomington ILLINOIS

SITE PLAN, GENERAL NOTES & BILL OF MATERIAL
EVERGREEN LAKE
SHEET NO. 02 OF 17 SHEETS

F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		69	17	2

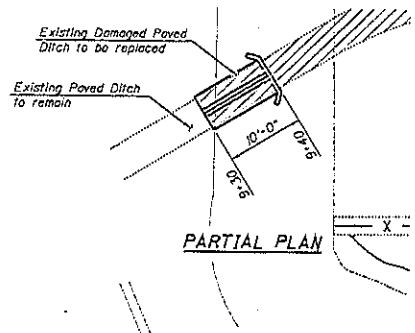
ILLINOIS FED. AID PROJECT

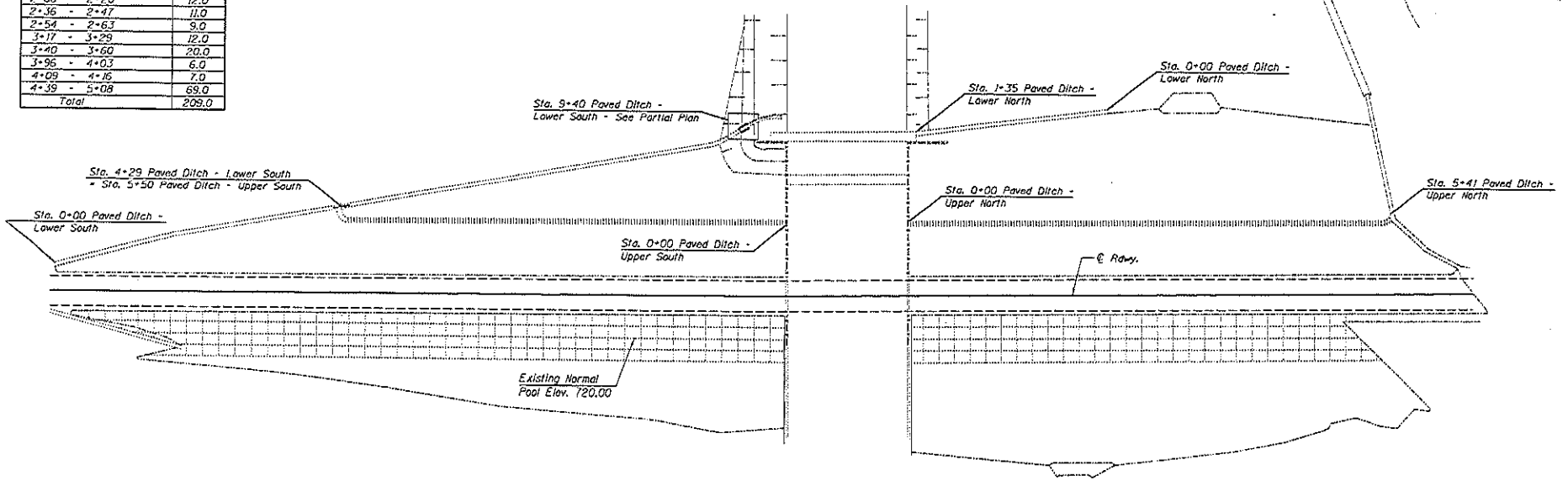
Paved Ditch Replacement	
Lower South	
Station to Station	Lin. Ft.
0+97 - 0+94	6.0
3+91 - 3+98	7.0
4+84 - 4+91	7.0
6+92 - 6+99	6.0
8+63 - 8+70	7.0
8+88 - 9+04	16.0
9+30 - 9+40	10.0
Total	59.0

Paved Ditch Replacement	
Lower North	
Station to Station	Lin. Ft.
1+03 - 1+26	23.0
Total	23.0

Paved Ditch Replacement	
Upper North	
Station to Station	Lin. Ft.
0+00 - 0+50	50.0
0+80 - 0+89	9.0
0+97 - 1+03	6.0
1+12 - 1+30	18.0
1+59 - 1+84	25.0
2+07 - 2+24	17.0
2+58 - 2+87	29.0
3+74 - 3+89	15.0
4+63 - 4+90	27.0
4+97 - 5+14	17.0
Total	213.0

Paved Ditch Replacement	
Upper South	
Station to Station	Lin. Ft.
0+00 - 0+50	50.0
1+10 - 1+23	13.0
2+08 - 2+20	12.0
2+36 - 2+47	11.0
2+54 - 2+63	9.0
3+17 - 3+29	12.0
3+40 - 3+60	20.0
3+96 - 4+03	6.0
4+09 - 4+16	7.0
4+39 - 5+08	69.0
Total	209.0





GENERAL PLAN

GENERAL NOTES

Plan dimensions and details relative to existing plans are subject to nominal construction variations. The Contractor shall field verify existing dimensions and details affecting new construction and make necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in scope of the work, however, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work.

Layout of the slope protection system may be varied to suit ground conditions in the field as directed by the Engineer.

SUMMARY OF QUANTITIES

Item	Units	Quantity
Porous Granular Embankment	Ton	45.3
Topsoil Furnish and Place, 8"	Sq. Yd.	16.5
Seeding, Class 3	Sq. Yd.	17
Turf Reinforcement Mat	Sq. Yd.	16.5
Geotextile Fabric for French Drains	Sq. Yd.	149.1
Paved Ditch Replacement	Lin. Ft.	504.0
Traffic Control & Protection	L. Sum	1

FILE NAME = Ditch_Force Repair.dgn

HANSON PROFESSIONAL SERVICES INC. LICENSE #184-001084

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USER NAME = PWCOBSA | PLOT SCALE = | PLOT DATE = 8/3/2018

DESIGNED - JJT | CHECKED - | DRAWN - DAP | CHECKED - JJT

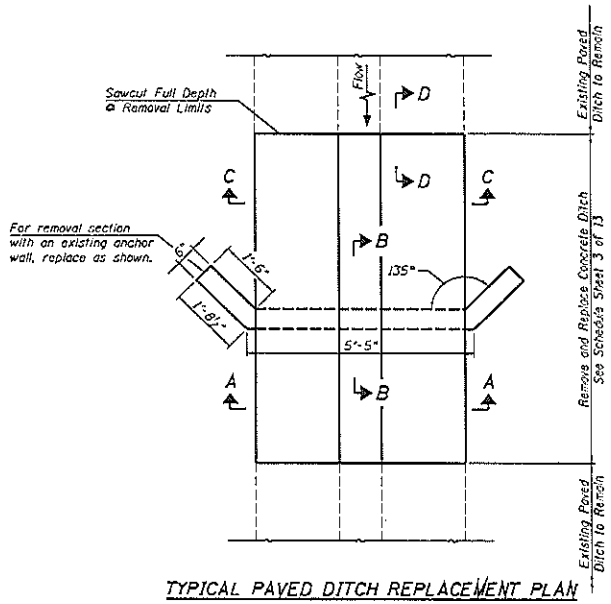
REVISED - | REVISED - | REVISED - | REVISED -

CITY OF Bloomington ILLINOIS

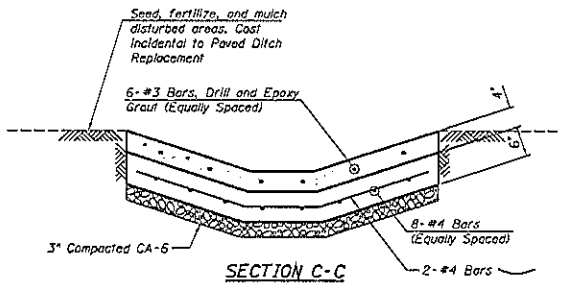
PAVED DITCH REPLACEMENT
WORK PACKAGE NO. 1
SHEET NO. 03 OF 17 SHEETS

F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		70	17	3

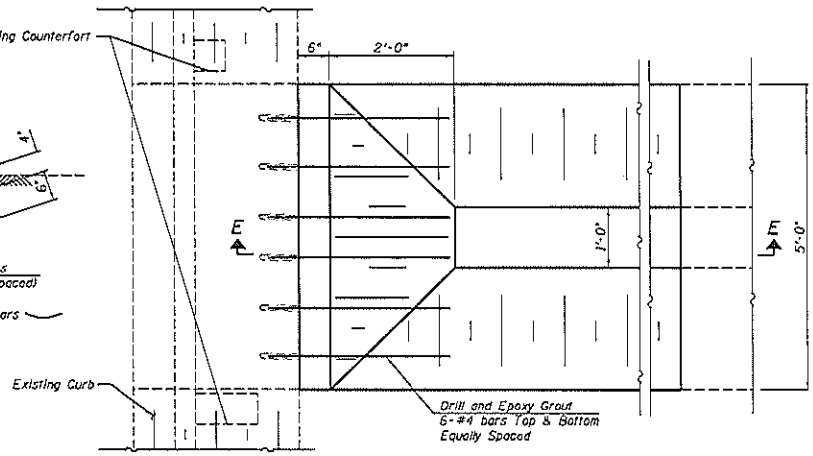
ILLINOIS FED. AID PROJECT



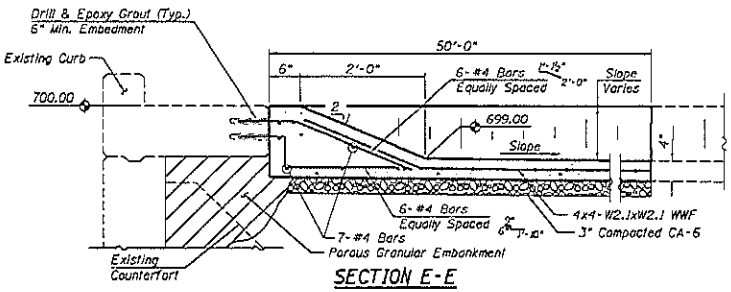
TYPICAL PAVED DITCH REPLACEMENT PLAN



SECTION C-C

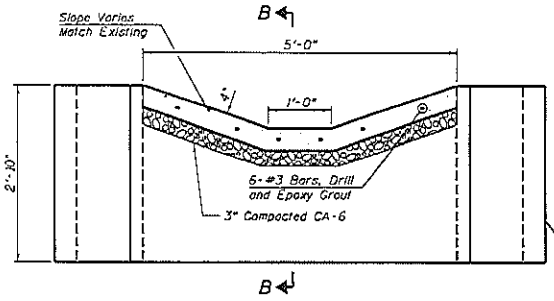


PAVED DITCH PLAN

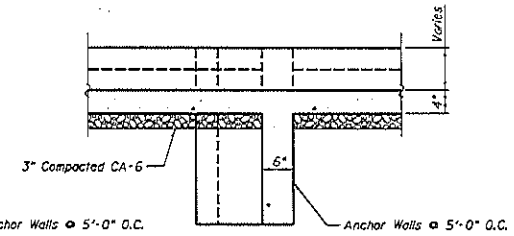


SECTION E-E

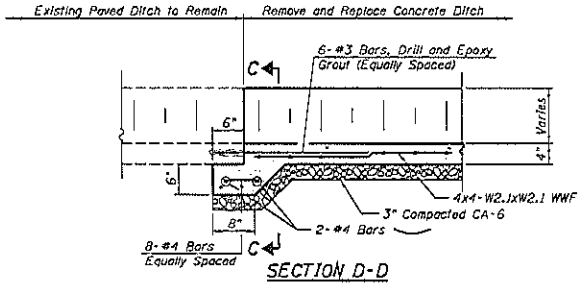
*Bars epoxy grouted shall have an embedment sufficient to obtain 1.25 times the yield strength of the reinforcing bar.



SECTION A-A



SECTION B-B



SECTION D-D

GENERAL NOTES

Cost for Paved Ditch Replacement includes removal and disposal of existing concrete ditch, grading, CA-6 subgrade improvement, reinforcement, and placing, finishing, and curing of concrete details as shown.

All reinforcement bars shall be epoxy coated.

Plan dimensions and details relative to existing plans are subject to nominal construction variations. The Contractor shall field verify existing dimensions and details affecting new construction and make necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in scope of the work, however, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work.

FILE NAME = Ditch_Paved_Repair.dgn

HANSON PROFESSIONAL SERVICES INC. FIRM LICENSE #184-001089	USER NAME = PlotDate	DESIGNED - JJT	REVISED -
		CHECKED -	REVISED -
	PLOT SCALE =	DRAWN - DAP	REVISED -
	PLOT DATE = 2/5/2018	CHECKED - JJT	REVISED -

CITY OF Bloomington ILLINOIS

PAVED DITCH DETAILS
WORK PACKAGE NO. 1
SHEET NO. 04 OF 17 SHEETS

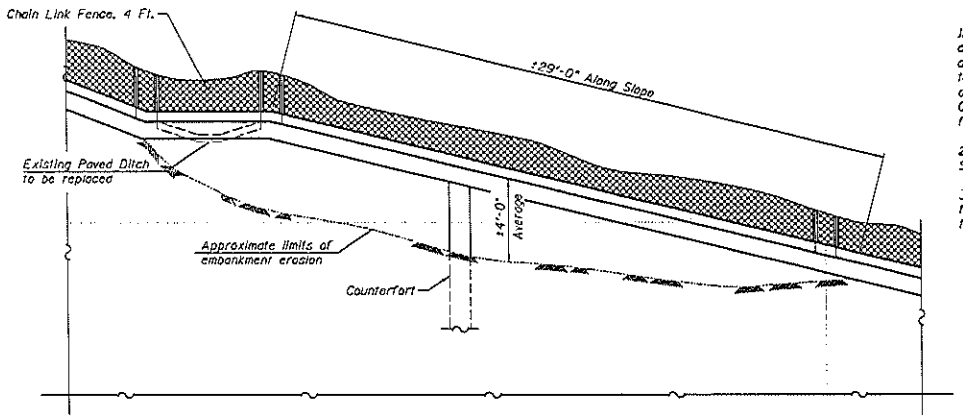
F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
			17	4
			71	
		ILLINOIS	FED. AID PROJECT	

GENERAL NOTES

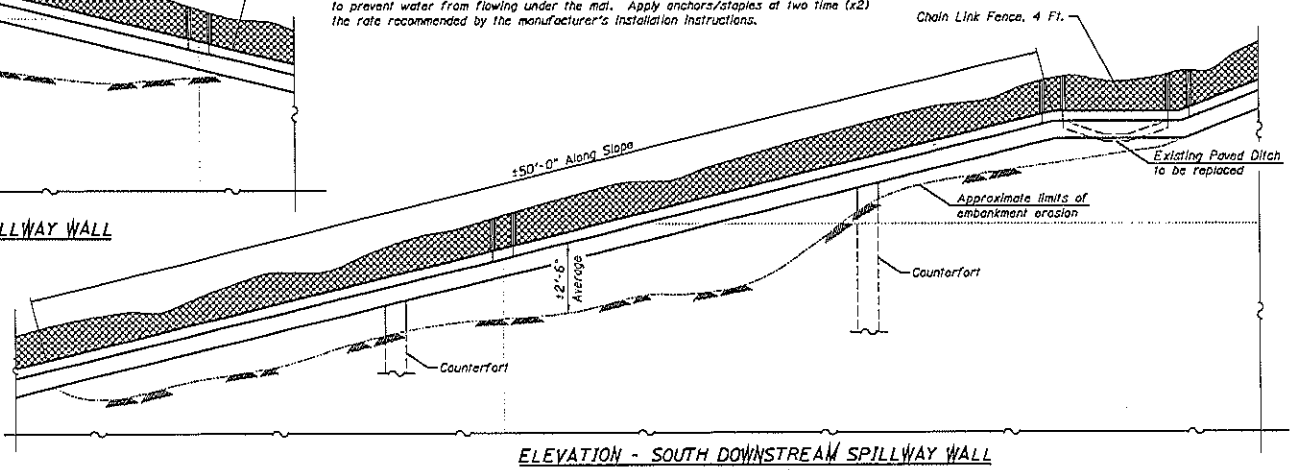
1. Plan dimensions and details relative to existing plans are subject to nominal construction variations. The Contractor shall field verify existing dimensions and details affecting new construction and make necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in scope of the work, however, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work.

2. Seeding - The application rate shall be two times (x2) the rate specified in Section 250 of the Standard Specifications.

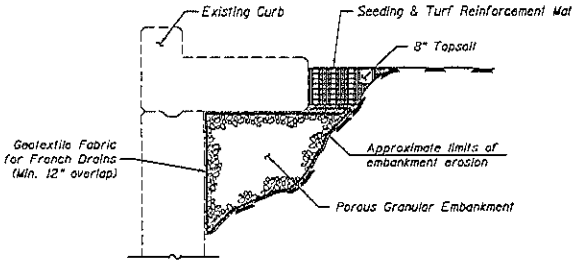
3. Turf Reinforcement Mat - Roll and bury the leading/upstream edge of the mat to prevent water from flowing under the mat. Apply anchors/staples at two time (x2) the rate recommended by the manufacturer's installation instructions.



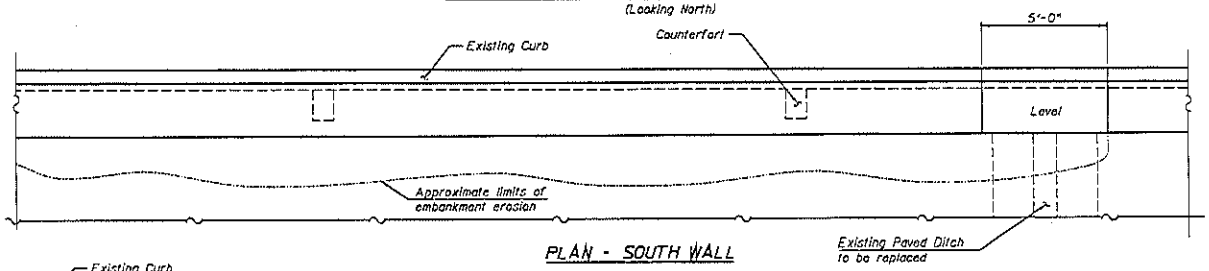
ELEVATION - NORTH DOWNSTREAM SPILLWAY WALL
(Looking South)



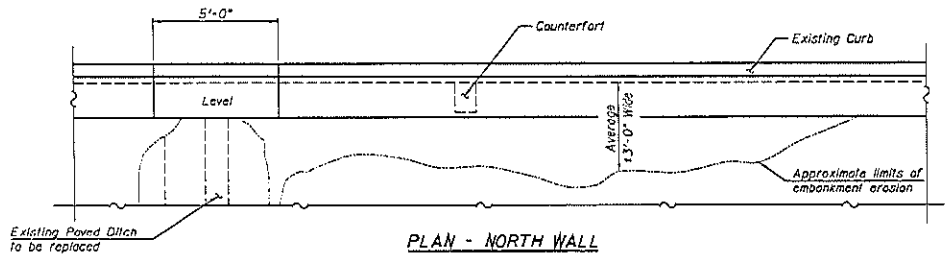
ELEVATION - SOUTH DOWNSTREAM SPILLWAY WALL
(Looking North)



SCOUR HOLE REPAIR



PLAN - SOUTH WALL



PLAN - NORTH WALL

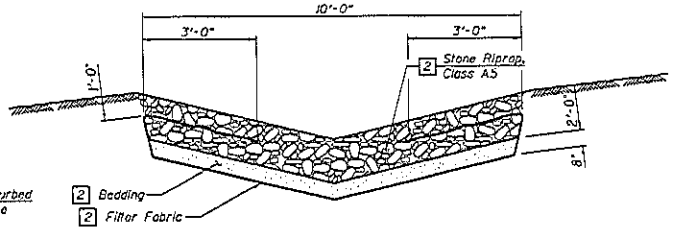
FILE NAME = Ditch_Ferox Road1.dgn

HANSON PROFESSIONAL SERVICES INC. PROFESSIONAL DESIGN FIRM LICENSE #184-000804	USER NAME = Pw000836	DESIGNED - JJT	REVISED -
		CHECKED -	REVISED -
	PLOT SCALE =	DRAWN - DAP	REVISED -
	PLOT DATE = 8/15/2018	CHECKED - JJT	REVISED -

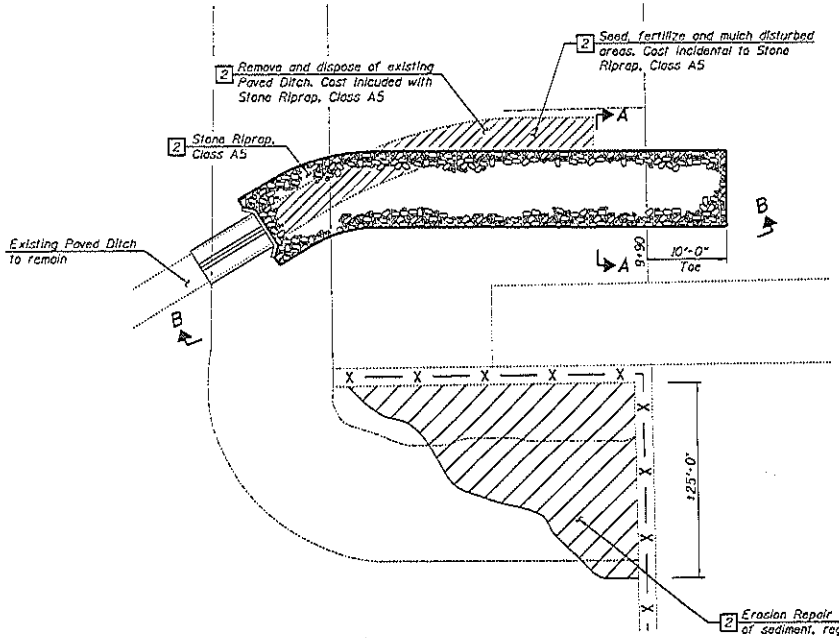
CITY OF Bloomington ILLINOIS

SCOUR HOLE REPAIR
WORK PACKAGE NO. 1
SHEET NO. 05 OF 17 SHEETS

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		72	17	
		ILLINOIS FED. AID PROJECT		

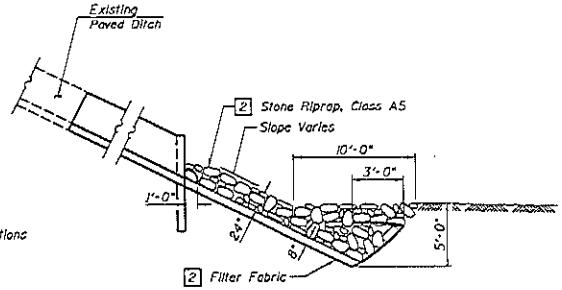


SECTION A-A

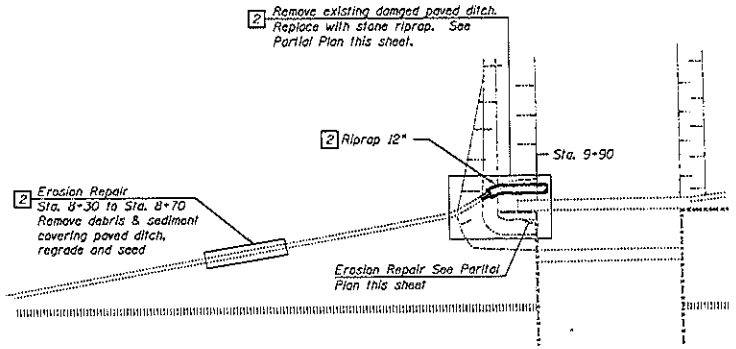


PARTIAL PLAN - LOWER SOUTH PAVED DITCH

Note:
Layout of the slope protection system may be varied to suit ground conditions in the field as directed by the Engineer.



SECTION B-B



PARTIAL PLAN

SUMMARY OF QUANTITIES

Item	Units	Quantity
Stone Riprap, Class AS	Ton	30.9
Filter Fabric	Sq. Yd.	134
Erosion Repair	Sq. Yd.	100.0

FILE NAME = Ditch_Fence Repair.dgn

HANSON PROFESSIONAL SERVICES INC. ILLINOIS FIRM LICENSE #184-001884

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USER NAME = Pw00836 | PLOT SCALE = | PLOT DATE = 2/5/2018

DESIGNED - JJT | CHECKED - | DRAWN - DAP | CHECKED - JJT

REVISED - | REVISED - | REVISED - | REVISED -

CITY OF Bloomington ILLINOIS

EROSION REPAIR & RIPRAP DETAILS
WORK PACKAGE NO. 2
SHEET NO. 05 OF 17 SHEETS

F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
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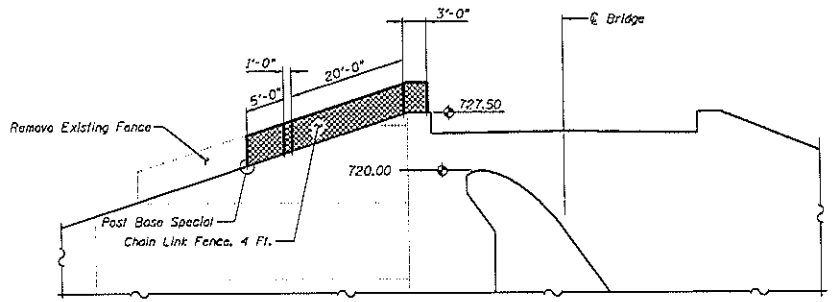
ILLINOIS FED. AID PROJECT

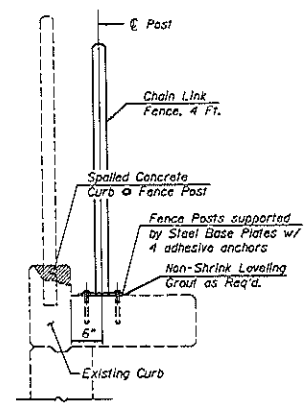


ELEVATION - UPSTREAM FENCE LAYOUT

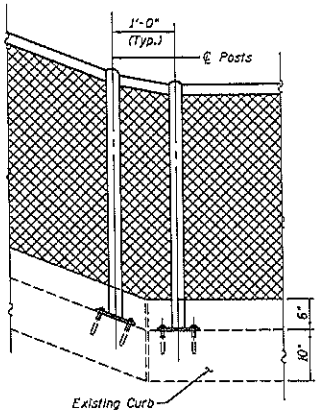
(South Spillway Wall Shown, North Wall Opposite Hand)

GENERAL NOTES

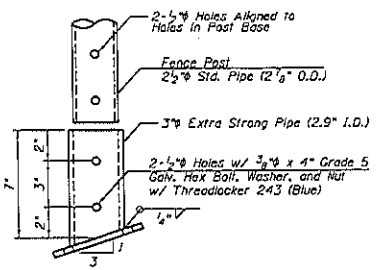
Plan dimensions and details relative to existing plans are subject to nominal construction variations. The Contractor shall field verify existing dimensions and details affecting new construction and make necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in scope of the work, however, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work.

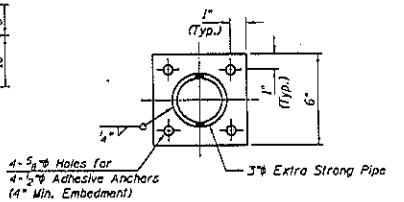


FENCE POST SECTION

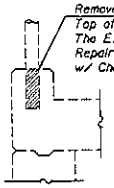


FENCE POST at JOINTS

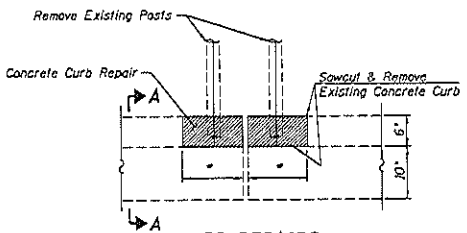




POST BASE SPECIAL



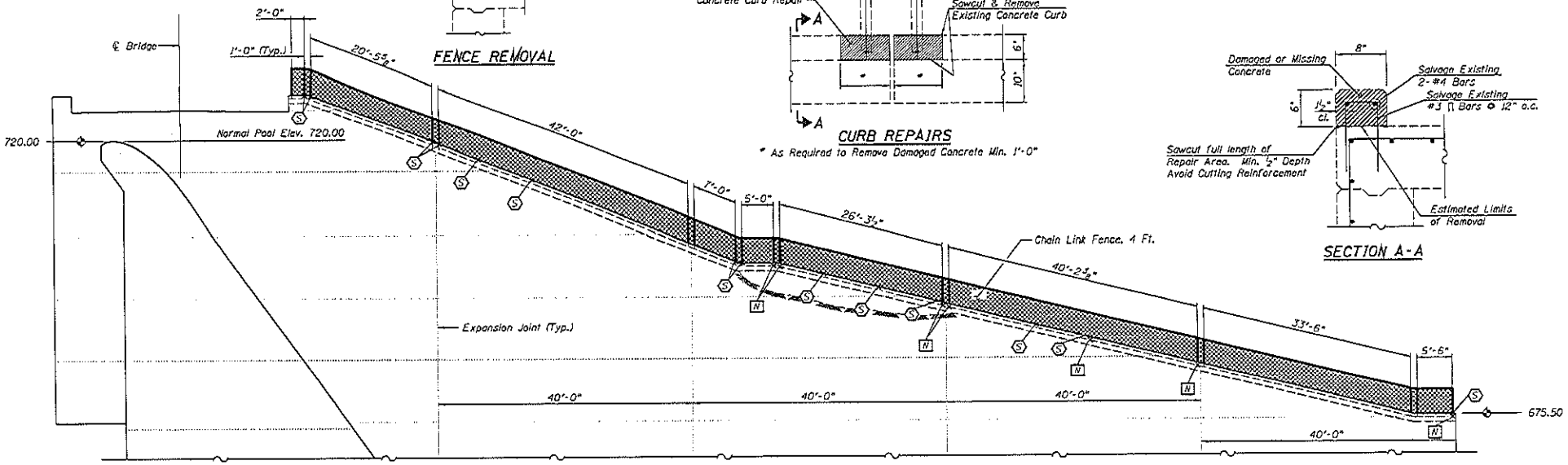
FENCE REMOVAL



CURB REPAIRS

* As Required to Remove Damaged Concrete Min. 1'-0"

SECTION A-A



SUMMARY OF QUANTITIES

Item	Units	Quantity
Chain Link Fence, 4 Ft.	Lin. Ft.	492.0
Structural Repair of Concrete	Sq. Ft.	11.0
Traffic Control & Protection	L. Sum	1

ELEVATION - DOWNSTREAM FENCE LAYOUT

(South Spillway Wall Shown, North Wall Opposite Hand)

(N) North Spillway Wall Concrete Curb Repair Location

(S) South Spillway Wall Concrete Curb Repair Location

FILE NAME = Ditch_Fence Repair.dgn

HANSON PROFESSIONAL SERVICES FIRM LICENSE #184-000284

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USER NAME = PlotDrive

PLOT SCALE =

PLOT DATE = 2/5/2018

DESIGNED - JJT

CHECKED -

DRAWN - DAP

CHECKED - JJT

REVISED -

REVISED -

REVISED -

REVISED -

CITY OF Bloomington ILLINOIS

WALL REPAIRS & FENCE REPLACEMENT
WORK PACKAGE NO. 3

SHEET NO. 07 OF 17 SHEETS

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
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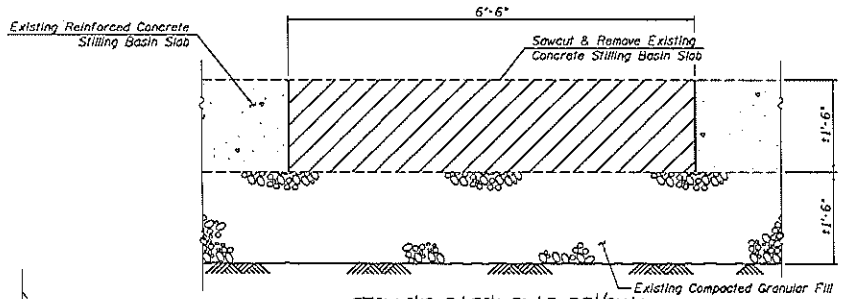
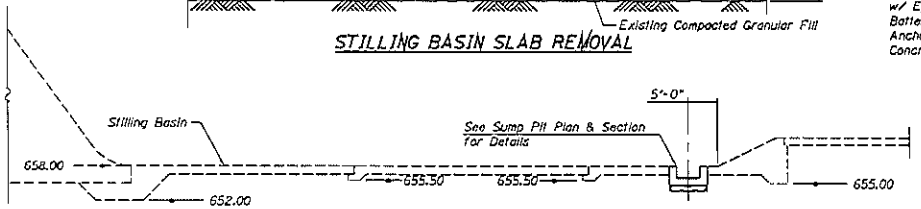
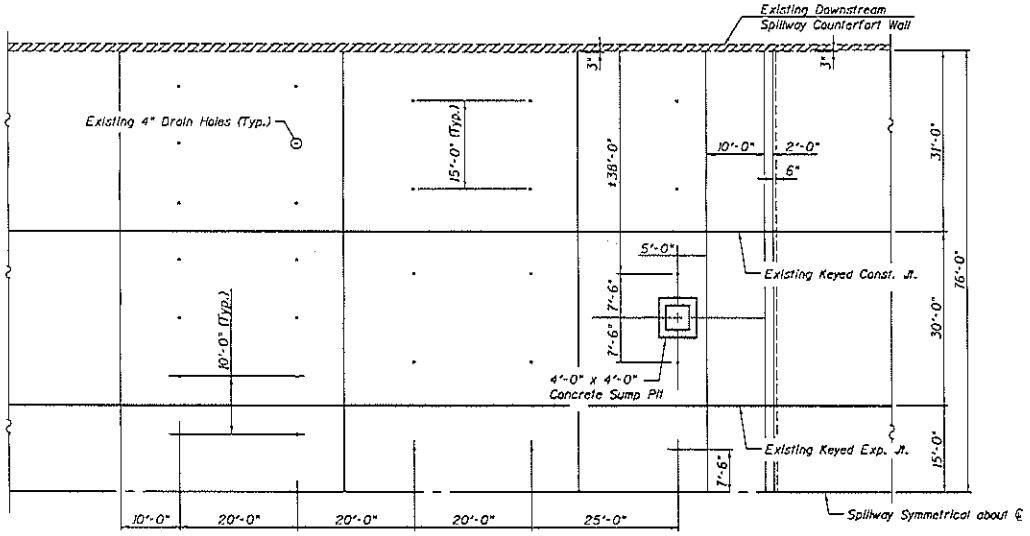
		74		
	ILLINOIS FED. AID PROJECT			

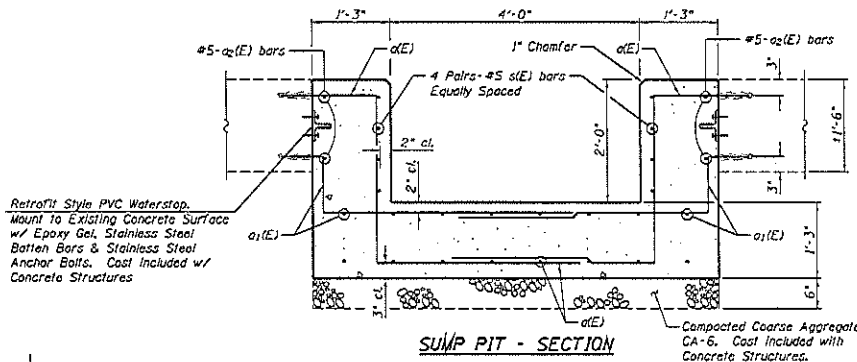


STILLING BASIN SLAB REMOVAL

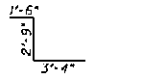




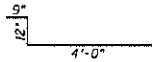
STILLING BASIN SUMP PIT - LAYOUT



SUMP PIT - SECTION

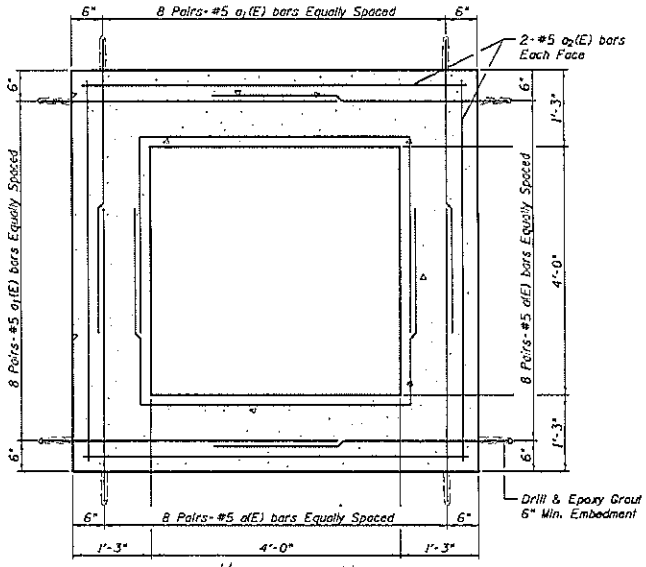


Bar a(E)



Bar a1(E)

Bar s(E)



SUMP PIT - PLAN

"Bars epoxy grouted shall have an embedment sufficient to obtain 1.25 x yield strength of the reinforcing bar.

SUMMARY OF QUANTITIES

Item	Units	Quantity
Concrete Removal	Cu. Yd.	2.3
Structure Excavation	Cu. Yd.	5.9
Concrete Structures	Cu. Yd.	3.9
Reinforcement Bars, Epoxy Coated	Pound	590
Dewatering	L. Sum	1

REINFORCEMENT - BILL OF MATERIAL

Bar	NO.	Size	Length	Shape
a(E)	32	#5	7'-7"	
a1(E)	32	#5	5'-9"	
a2(E)	8	#5	6'-2"	
s(E)	8	#5	10'-10½"	

FILE NAME = Other_Force Report.dgn

HANSON PROFESSIONAL SERVICES INC. | USER NAME = PW00836 | PLOT SCALE = | PLOT DATE = 2/5/2018 | DESIGNED - JJT | CHECKED - | DRAWN - DAP | CHECKED - JJT | REVISED - | REVISED - | REVISED - | REVISED -

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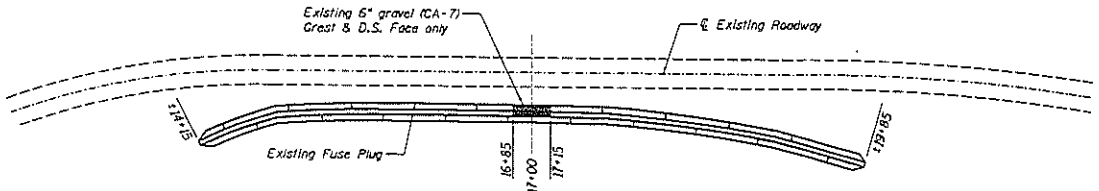
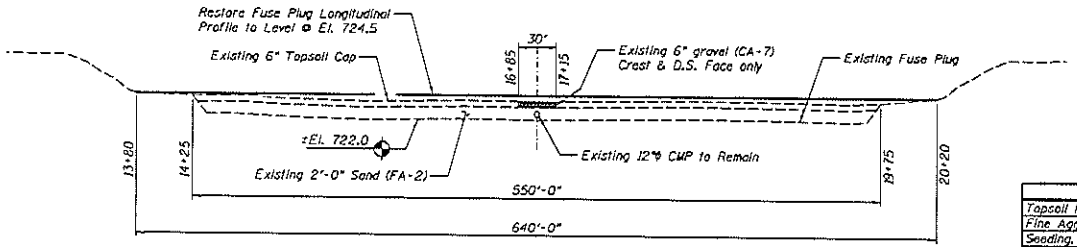
CITY OF Bloomington ILLINOIS

STILLING BASIN SUMP PIT DETAILS
WORK PACKAGE NO. 4
SHEET NO. 08 OF 17 SHEETS

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
			17	
		15		
ILLINOIS	FED. AID PROJECT			



PLAN - EMERGENCY SPILLWAY FUSE PLUG

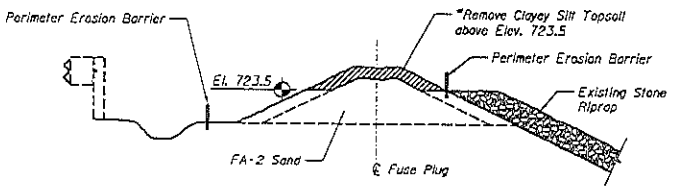


FUSE PLUG - LONGITUDINAL SECTION

BILL OF MATERIAL
FUSE PLUG RESTORATION

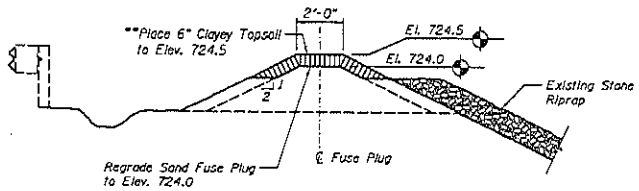
Item	Unit	Quantity
Topsoil Furnish and Place, 6"	Cu. Yd.	58
Fine Aggregate, FA-2	Tons	25
Seeding, Class 2	Acre	0.14
Coarse Aggregate, CA-7	Tons	5.0
Perimeter Erosion Barrier	Lin. Ft.	640

* Between Sta. 16+85 and Sta. 17+15 Remove Topsoil and Gravel above Elev. 723.5



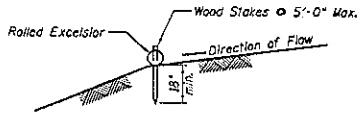
SECTION - EXISTING FUSE PLUG PARTIAL REMOVAL

** Between Sta. 16+85 and 17+15 place gravel (CA-7) on crest and downstream face.

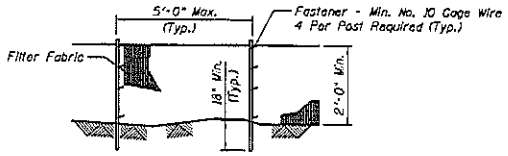


SECTION - FUSE PLUG RESTORATION

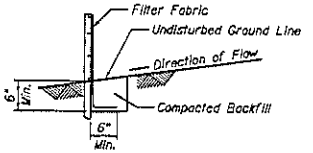
NOTES:
1. Remove existing vegetation and topsoil to expose sand fuse plug above El. 723.5
2. Restore sand fuse plug as shown
3. Cap restored fuse plug with clayey silt topsoil
4. Fertilize, seed and mulch all disturbed areas according to the Standard Specifications.
5. Perimeter Erosion Barrier shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
6. Restore disturbed areas of riprap as required, as directed by the Engineer.



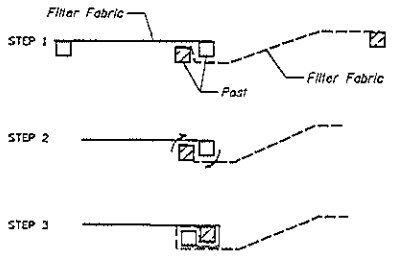
STRAW WATTLE DETAIL



SILT FILTER FENCE ELEVATION



FABRIC ANCHOR DETAIL



ATTACHING TWO SECTIONS OF FENCE

Notes:
1. Place the end post of the second fence inside the end post of the first fence.
2. Rotate both posts at least 180°in a clockwise direction to create a tight seal with the fabric material.
3. Drive both posts a minimum of 18" into the ground and bury the flap.

PERIMETER EROSION BARRIER DETAILS

SUMMARY OF QUANTITIES

Item	Units	Quantity
Fuse Plug Restoration	L. Sum	1
Traffic Control & Protection	L. Sum	1

FILE NAME = Cbsh_Fuse Restoration

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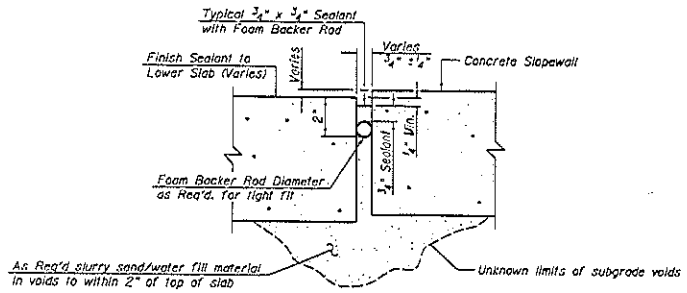
USER NAME = PwDOBJS | DESIGNED - JJT | REVISED -
CHECKED - | REVISED -
PLOT SCALE = | DRAWN - DAP | REVISED -
PLOT DATE = 2/5/2018 | CHECKED - JJT | REVISED -

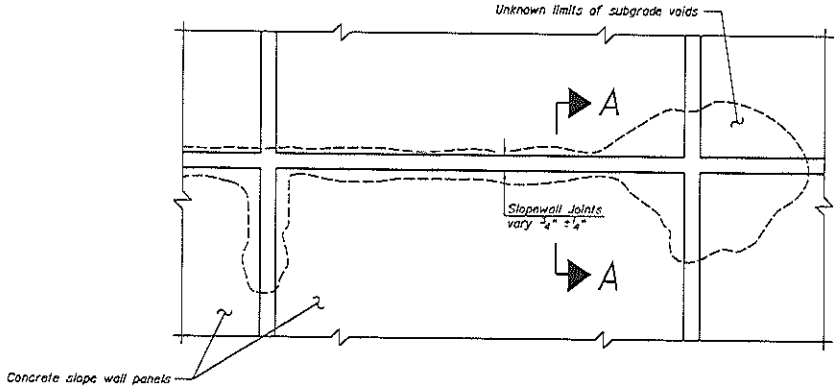
CITY OF Bloomington ILLINOIS

FIRE PLUG RESORATION
WORK PACKAGE NO. 5
SHEET NO. 9 OF 17 SHEETS

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHT NO
			17	9
		76		
ILLINOIS	FED. AID PROJECT			



SECTION A-A



PARTIAL PLAN

Notes:

1. For locations where it appears that subgrade voids exist, introduce a slurry of sand/water to fill voids to within 2" of the top of slab.

2. Assume 50 tons of sand required to slurry voids.

SUMMARY OF QUANTITIES

Item	Units	Quantity
Cleaning and Sealing Joints	Lin. Ft.	5,200
Traffic Control & Protection	L. Sum	1

FILE NAME = Drain_Force Modification

HANSON PROFESSIONAL SERVICES INC. PROFESSIONAL DESIGN FIRM LICENSE #184-001886

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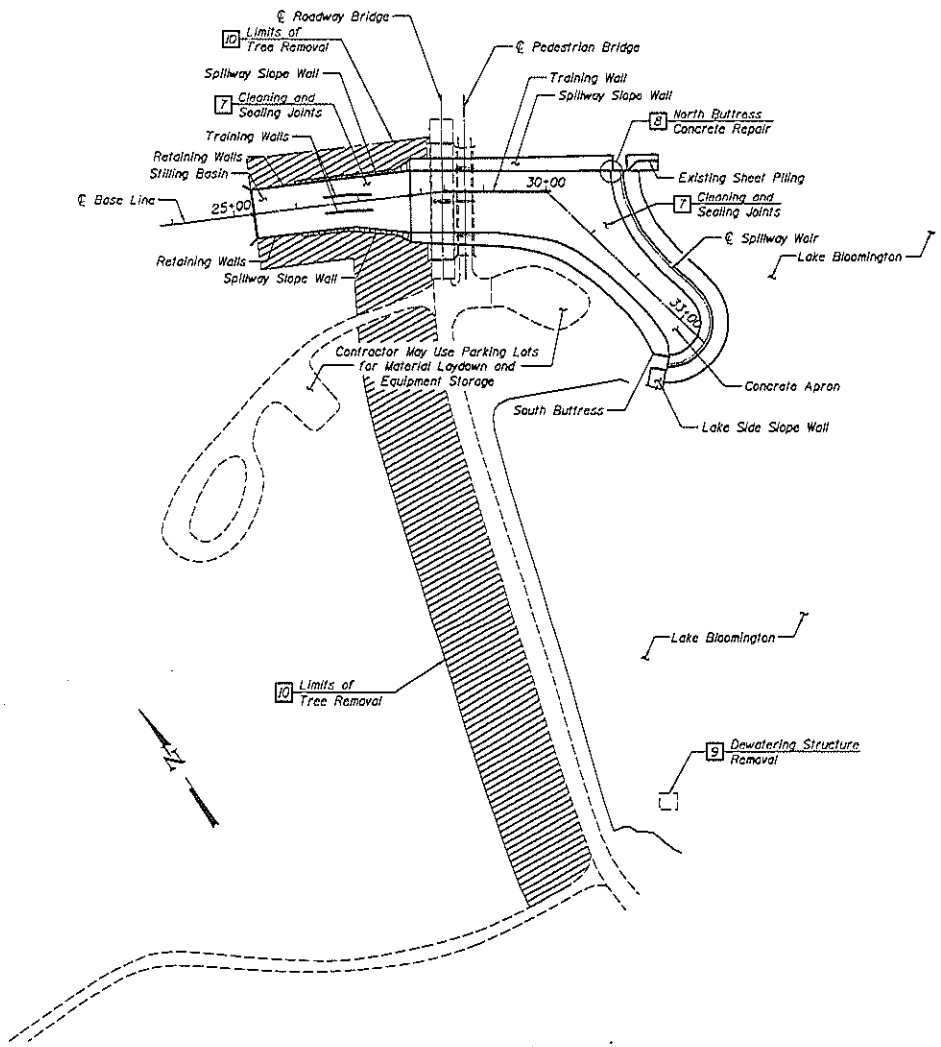
USER NAME = PlotDate | DESIGNED = JJT | REVISED =
CHECKED = ___ | REVISED =
PLOT SCALE = | DRAWN = DAP | REVISED =
PLOT DATE = 2/3/2016 | CHECKED = JJT | REVISED =

CITY OF Bloomington ILLINOIS

CLEANING AND SEALING JOINTS
WORK PACKAGE NO. 6
SHEET NO. 10 OF 17 SHEETS

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHT. NO.
		77	17	10

ILLINOIS FED. AID PROJECT



SITE PLAN

WORK PACKAGE NO. 7 - JOINT SEALANT REPAIRS

Item	Units	Quantity
Cleaning and Sealing Joints	Lin. Ft.	1,490
Epoxy Crack Injection	Lin. Ft.	245

WORK PACKAGE NO. 8 - NORTH BUTTRESS CONCRETE REPAIRS

Item	Units	Quantity
Structural Repair of Concrete	Sq. Ft.	25
Reinforcment Bars, Epoxy Coated	Pound	80

WORK PACKAGE NO. 9 - DEWATERING STRUCTURE PLUG

Item	Units	Quantity
Reinforcment Bars, Epoxy Coated	Pound	250
Concrete Structures	Cu. Yd.	12.1

WORK PACKAGE NO. 10 - TREE REMOVAL

Item	Units	Quantity
Tree Removal (<= 8 Units Dia.), Zone 3	Dia.	257
Tree Removal (> 8 Units Dia.), Zone 3	Dia.	533
Tree Removal (<= 6 Units Dia.), Zone 4	Dia.	51
Tree Removal (> 6 Units Dia.), Zone 4	Dia.	350
Tree Removal (<= 4 Units Dia.), Zone 5	Dia.	4
Tree Removal (> 4 Units Dia.), Zone 5	Dia.	1580
Hand Compacted Backfill	Cu. Yd.	377.5
Weighted Filter Backfill	Cu. Yd.	43.0
Sedding, Class 3	Acre	3.5
Perimeter Erosion Barrier	Lin. Ft.	1420
Erosion Control Blanket	Sq. Yd.	16840

GENERAL NOTES

Plan dimensions and details relative to existing plans are subject to nominal construction variations. The Contractor shall field verify existing dimensions and details affecting new construction and make necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in scope of the work, however, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work.

Plans of the existing spillway construction and additions are available to the Contractor for review at the City of Bloomington Office.

Contractor shall exercise care to preserve mature trees beyond the bank lines.

See Sheet 9 for Perimeter Erosion Barrier details.

LEGEND

[X] Work Package Number

FILE NAME = Disk1:Tasks:Recall.dgn

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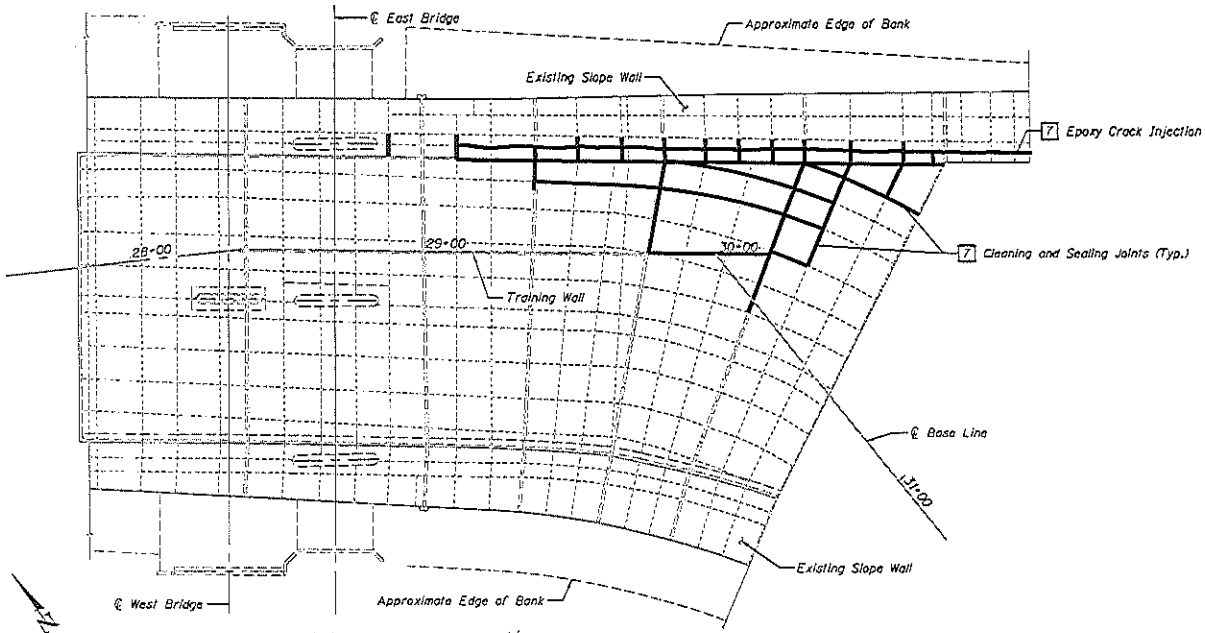
USER NAME = PwDORSK | DESIGNED - JJT | REVISED -
CHECKED - | REVISED -
PLOT SCALE = | DRAWN - DAP | REVISED -
PLOT DATE = 8/24/2018 | CHECKED - JJT | REVISED -

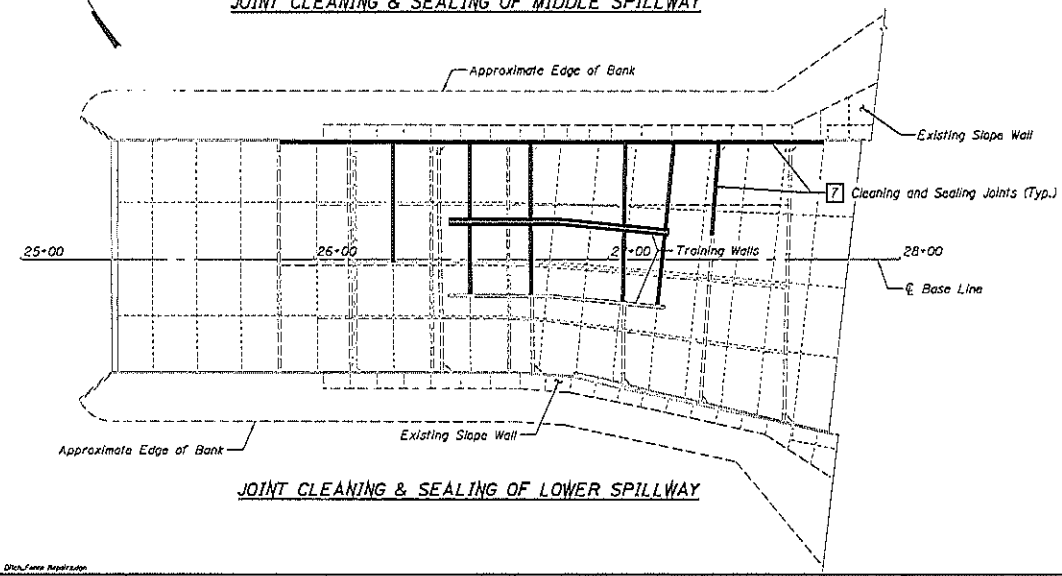
CITY OF Bloomington ILLINOIS

SITE PLAN, GENERAL NOTES & BILL OF MATERIAL
LAKE BLOOMINGTON
SHEET NO. 11 OF 17 SHEETS

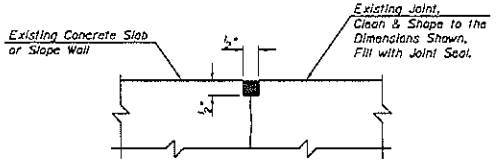
F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHT. NO.
			17	11
		78		
ILLINOIS FED. AID PROJECT				



JOINT CLEANING & SEALING OF MIDDLE SPILLWAY



JOINT CLEANING & SEALING OF LOWER SPILLWAY



JOINT CLEANING & SEALING

GENERAL NOTES

Plan dimensions and details relative to existing plans are subject to nominal construction variations. The Contractor shall field verify existing dimensions and details affecting new construction and make necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in scope of the work, however, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work.

Plans of the existing spillway construction and additions are available to the Contractor for review at the City of Bloomington Office.

Contractor shall exercise care to preserve mature trees beyond the bank lines.

Epoxy Crack Injection per Section 590 of the Standard Specifications.

SUMMARY OF QUANTITIES

Item	Units	Quantity
Cleaning and Sealing Joints	Lin. Ft.	1,490
Epoxy Crack Injection	Lin. Ft.	245

FILE NAME = Ditch_Lanes Repairs.dgn

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USER NAME = PwDORIG	DESIGNED - JJT	REVISED -	
	CHECKED - -----	REVISED -	
PLOT SCALE =	DRAWN - DAP	REVISED -	
PLOT DATE = 8/3/2016	CHECKED - JJT	REVISED -	

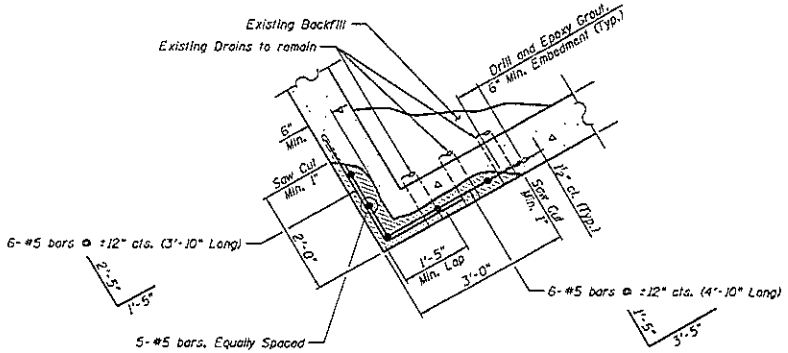
CITY OF Bloomington ILLINOIS

JOINT SEALANT REPAIRS
WORK PACKAGE NO. 7
SHEET NO. 12 OF 17 SHEETS

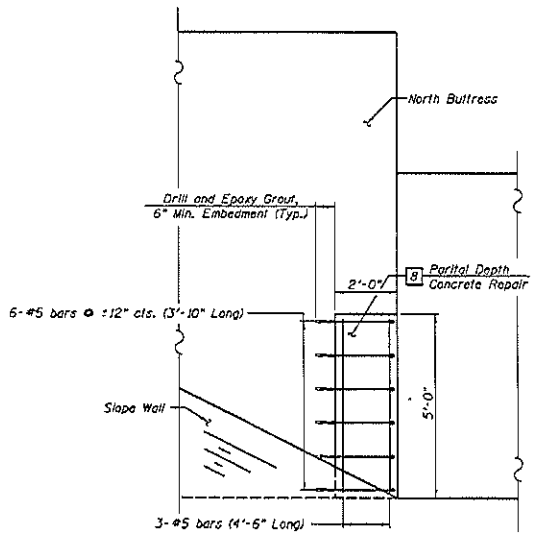
F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
			17	12

79

ILLINOIS FED. AID PROJECT



NORTH BUTTRESS WALL REPAIR SECTION



NORTH BUTTRESS WALL REPAIR
(Looking South)

GENERAL NOTES

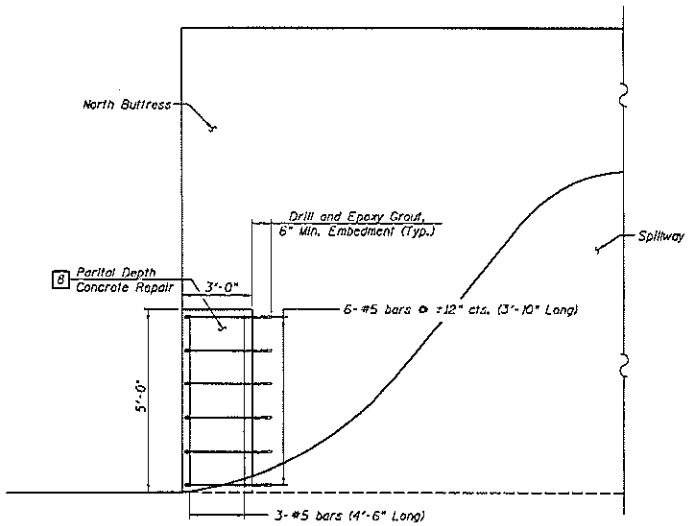
Plan dimensions and details relative to existing plans are subject to nominal construction variations. The Contractor shall field verify existing dimensions and details affecting new construction and make necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in scope of the work, however, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work.

Plans of the existing spillway construction and additions are available to the Contractor for review at the City of Bloomington Office.

Removal of existing concrete shall be done with a light chipping hammer or other method that will not damage adjacent construction to remain. Saw Cut full length of repair. Avoid cutting existing reinforcement.

SUMMARY OF QUANTITIES

Item	Units	Quantity
Structural Repair of Concrete	Sq. Ft.	25
Reinforcement Bars, Epoxy Coated	Pound	80



NORTH BUTTRESS WALL REPAIR
(Looking East)

FILE NAME = Ditch_Fence Repairs.dgn

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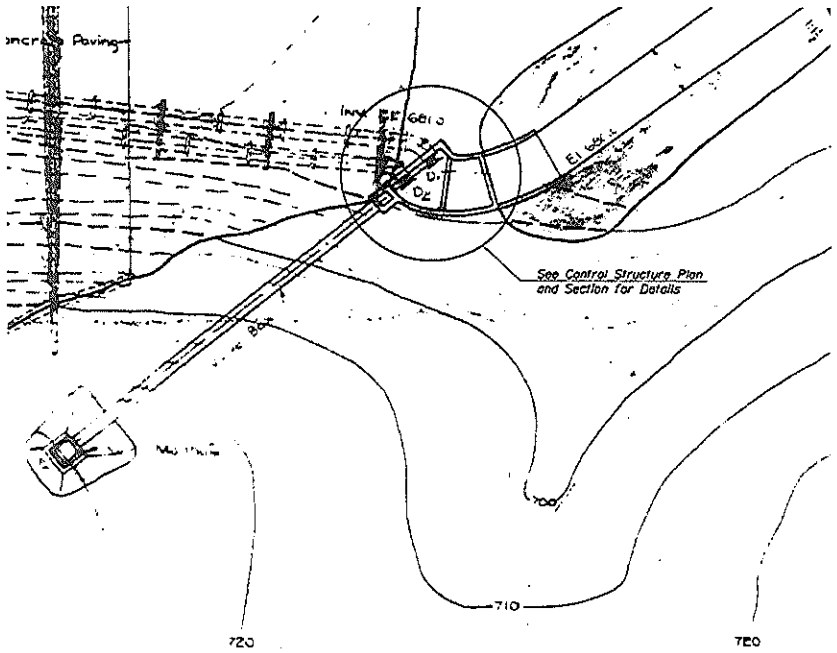
PLOT SCALE =	DRAWN - DAP	REVISED -	
PLOT DATE = 2/3/2018	CHECKED - JJT	REVISED -	

CITY OF Bloomington ILLINOIS

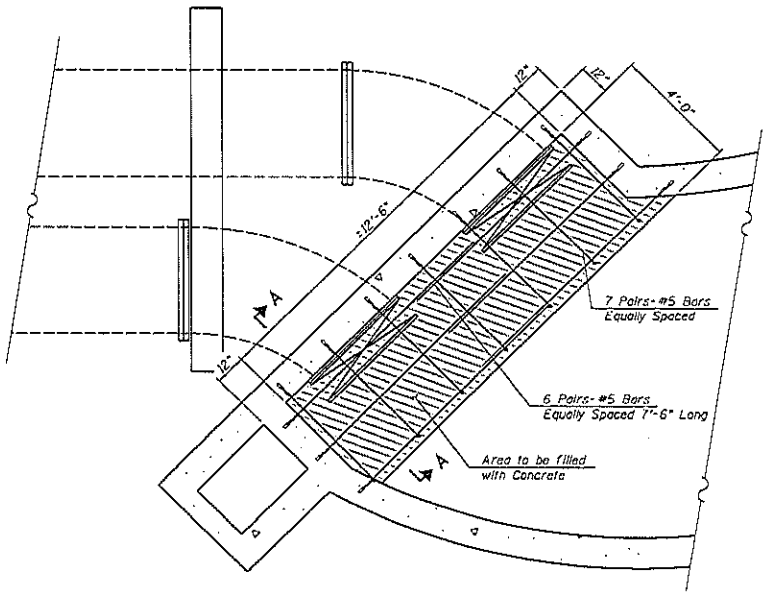
NORTH BUTTRESS CONCRETE REPAIRS
WORK PACKAGE NO. 8
SHEET NO. 13 OF 17 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
			17	13
		60		
		ILLINOIS FED. AID PROJECT		



GENERAL PLAN - FROM EXSITING 1929 PLANS

(Drawing for Reference Only)



CONTROL STRUCTURE PLAN

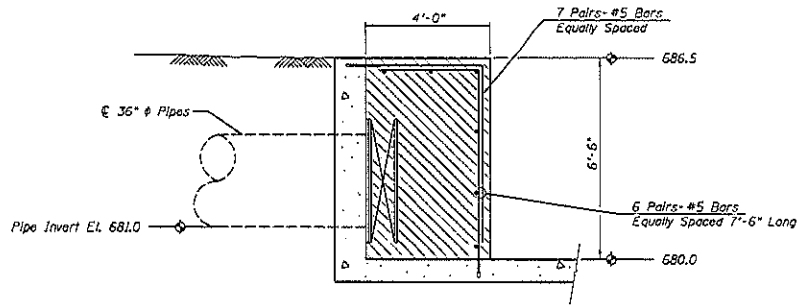
GENERAL NOTES

Plan dimensions and details relative to existing plans are subject to nominal construction variations. The Contractor shall field verify existing dimensions and details affecting new construction and make necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in scope of the work, however, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work.

Plans of the existing spillway construction and additions are available to the Contractor for review at the City of Bloomington Office.

Contractor shall exercise care to preserve mature trees beyond the bank lines.

BENCH MARK: Chiseled square on Southeast Wingwall of East Spillway Bridge. El. 729.78



SECTION A-A

SUMMARY OF QUANTITIES

Item	Units	Quantity
Reinforcement Bars, Epoxy Coated	Pound	250
Concrete Structures	Cu. Yd.	12.1

FILE NAME = DWA_Fence Repair.dgn

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PLOT DATE = 2/2/2018	CHECKED - JJT	REVISED -	

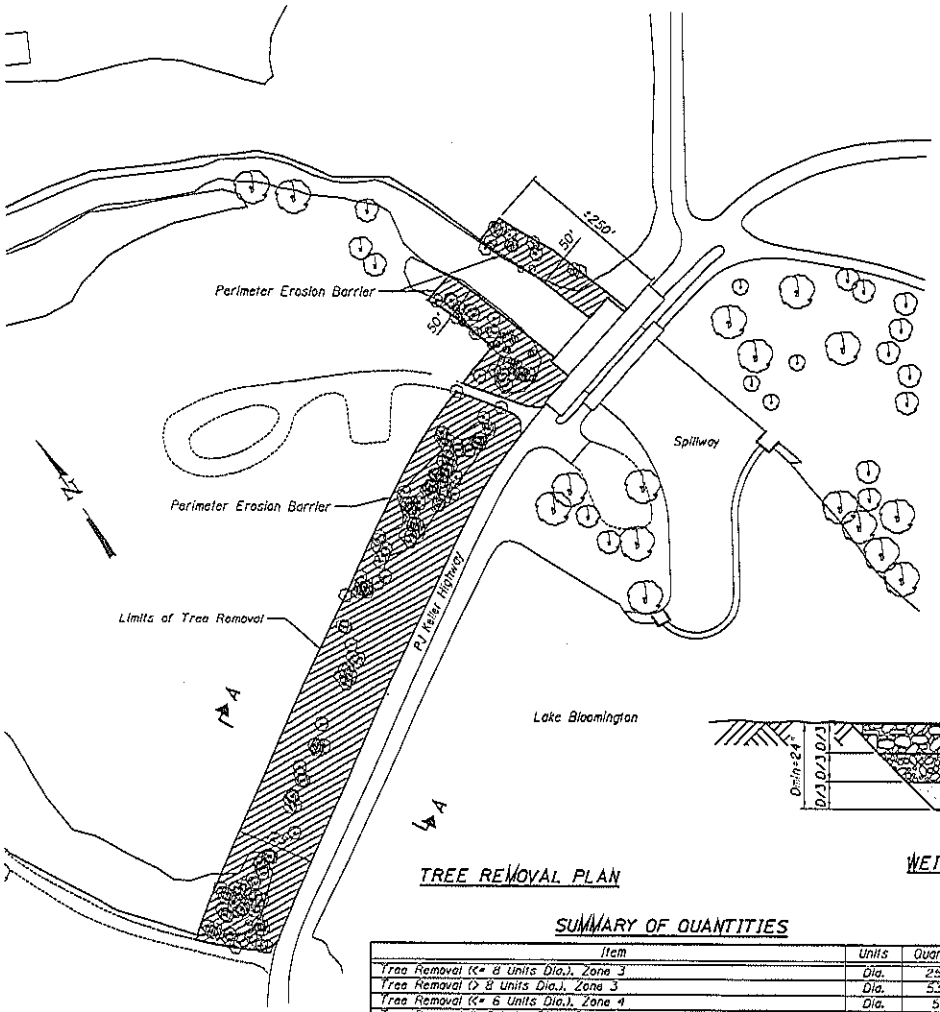
CITY OF Bloomington ILLINOIS

DEWATERING STRUCTURE PLUG
WORK PACKAGE NO. 9
SHEET NO. 14 OF 17 SHEETS

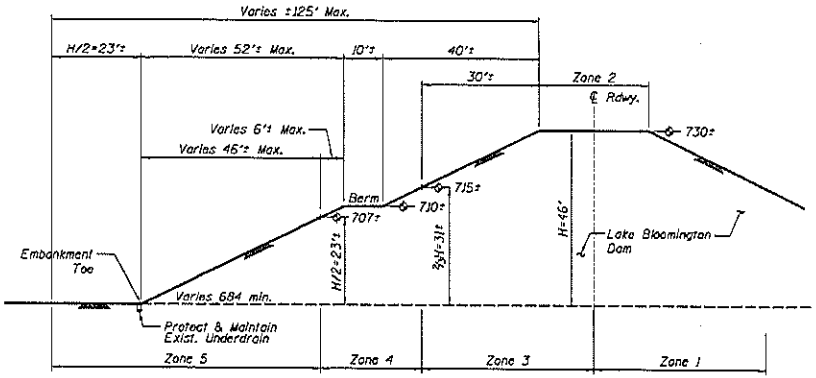
F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
			17	14

81

ILLINOIS FED. AID PROJECT



TREE REMOVAL PLAN



SECTION A-A

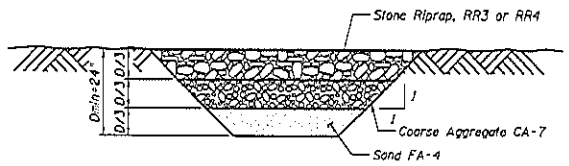
NOTES:

Zone 3: Stump Diameter <= 8"- Cut trees level with ground and treat stump with waterproof sealant.
Stump Diameter > 8"- Complete tree removal including rootball and roots >1" diameter, backfill the cleaned rootball cavity with hand compacted backfill soil.

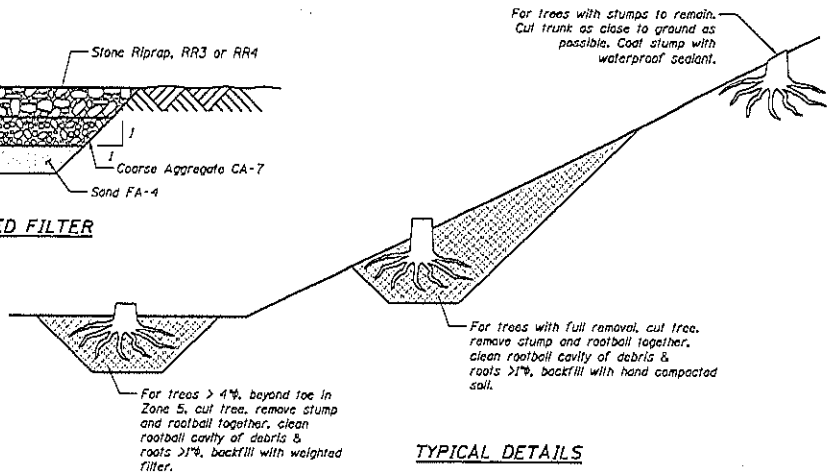
Zone 4: Stump Diameter <= 6"- Cut trees level with ground and treat stump with waterproof sealant.
Stump Diameter > 6"- Complete tree removal including rootball and roots >1" diameter, backfill the cleaned rootball cavity with hand compacted backfill soil.

Zone 5: Stump Diameter <= 4"- Cut trees level with ground and treat stump with waterproof sealant.
Stump Diameter > 4"- Complete tree removal including rootball and roots >1" diameter, backfill the cleaned rootball cavity with hand compacted backfill soil. For trees located beyond the toe install weighted filter in rootball cavities.

All disturbed areas shall receive temporary seeding within 7 days if the ground will not be disturbed again within 14 days. Cost of seeding incidental to Tree Removal.



WEIGHTED FILTER



TYPICAL DETAILS

SUMMARY OF QUANTITIES

Item	Units	Quantity
Tree Removal (<= 8 Units Dia.), Zone 3	Dia.	257
Tree Removal (> 8 Units Dia.), Zone 3	Dia.	533
Tree Removal (<= 6 Units Dia.), Zone 4	Dia.	51
Tree Removal (> 6 Units Dia.), Zone 4	Dia.	350
Tree Removal (<= 4 Units Dia.), Zone 5	Dia.	4
Tree Removal (> 4 Units Dia.), Zone 5	Dia.	1580
Hand Compacted Backfill	Cu. Yd.	377.5
Weighted Filter Backfill	Cu. Yd.	43.0
Seeding, Class 3	Acre	3.5
Perimeter Erosion Barrier	Lin. Ft.	1420
Erosion Control Blanket	Sq. Yd.	16840

FILE NAME = Sht#_Tree Removal.dgn

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USER NAME = PW00808
PLOT SCALE = 1
PLOT DATE = 2/5/2018

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CHECKED - JJT

REVISED - ___
REVISED - ___
REVISED - ___
REVISED - ___

CITY OF Bloomington ILLINOIS

TREE REMOVAL
WORK PACKAGE NO. 10
SHEET NO. 15 OF 17 SHEETS

F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
			17	15
		82		
		ILLINOIS FED. AID PROJECT		

TREE NO.	NORTHING	EASTING	TREE REMOVAL - ZONE 3 <= 8"	TREE REMOVAL - ZONE 3 > 8"	HAND COMPACTED BACKFILL	TREE REMOVAL - ZONE 4 <= 6"	TREE REMOVAL - ZONE 4 > 6"	HAND COMPACTED BACKFILL	TREE REMOVAL - ZONE 5 <= 4"	TREE REMOVAL - ZONE 5 > 4"	HAND COMPACTED BACKFILL	WOOD MULCH TO PEATBACKFILL
			UNITS DIA.	UNITS DIA.	CU. YD.	UNITS DIA.	UNITS DIA.	CU. YD.	UNITS DIA.	UNITS DIA.	CU. YD.	CU. YD.
1	1456016.492	817201.980	6.5									
2	1456021.295	817117.993	14.5									
3	1456022.225	817136.301	7									
4	1456058.520	817142.922	4.5									
5	1456054.137	817140.752	5									
6	1456050.425	817102.185	4.5									
7	1456054.577	817107.756	7.25									
8	1456092.350	817077.016	4.25									
9	1456057.201	817070.297	5.5									
10	1455842.622	817137.047	5.5									
11	1455847.784	817123.595	4.75									
12	1455848.141	817116.016	4.25									
13	1455861.076	817106.179	6.75									
14	1455856.489	817103.293	4.75									
15	1455855.308	817101.830	6.5									
16	1455869.626	817102.512	6.25									
17	1455967.679	817108.104	4									
18	1455870.469	817108.704	7									
19	1455866.608	817115.073	4.75									
20	1455882.477	817134.599	6.25									
21	1455884.237	817138.425	4.75									
22	1455874.353	817088.032	8									
23	1455874.153	817088.032	7.5									
24	1455889.530	817094.196	5.75									
25	1455881.826	817097.063	6.25									
26	1455890.002	817094.838	6									
27	1455905.726	817108.690	5.5									
28	1455904.544	817105.100	4.25									
29	1455912.689	817101.924	5.5									
30	1455916.734	817100.649	5.5									
31	1455912.604	817089.807	6.75									
32	1455912.503	817086.807	5									
33	1455891.421	817080.571	5.75									
34	1455897.840	817078.451	5.25									
35	1455896.355	817070.185	4.5									
36	1455921.697	817066.452	5									
37	1455916.205	817045.647	4.5									
38	1455931.905	817025.221	4									
39	1455934.550	817024.611	4.25									
40	1455936.051	817023.777	5									
41	1455941.983	817018.453	5.5									
42	1455957.149	817015.650	5									
43	1454953.185	816710.030	12									
44	1454945.472	816712.688	5.5									
45	1456017.504	817212.429		8.5	1.2							
46	1456020.902	817202.290		9	1.2							
47	1456044.828	817142.339		40.5	10.0							
48	1456063.446	817137.328		23	6.2							
49	1456060.534	817103.727		10.5	1.2							
50	1456059.426	817102.185		9.2	1.2							
51	1456075.575	817100.645		23.5	6.2							
52	1456085.268	817085.386		16.25	2.8							
53	1456083.351	817078.930		11	1.2							
54	1456088.397	817076.757		11.5	1.2							
55	1456064.939	817069.768		11	1.2							
56	1456063.979	817061.512		8.5	1.2							
57	1455850.053	817131.168		13.75	2.8							
58	1455847.784	817123.595		10	1.2							
59	1455850.276	817118.705		13	2.8							
60	1455849.101	817116.325		10.25	1.2							
61	1455855.877	817098.976		11.5	1.2							
62	1455867.234	817099.496		12.75	2.8							
63	1455905.226	817099.222		38.5	6.2							
64	1455854.599	817076.131		18.5	6.2							
65	1455846.361	817052.726		16.5	2.8							
66	1455832.112	817095.442		17.25	2.8							
67	1455847.543	817089.664		19	6.2							
68	1455860.249	817090.194		26	9.3							

TREE NO.	NORTHING	EASTING	TREE REMOVAL - ZONE 3 <= 8"	TREE REMOVAL - ZONE 3 > 8"	HAND COMPACTED BACKFILL	TREE REMOVAL - ZONE 4 <= 6"	TREE REMOVAL - ZONE 4 > 6"	HAND COMPACTED BACKFILL	TREE REMOVAL - ZONE 5 <= 4"	TREE REMOVAL - ZONE 5 > 4"	HAND COMPACTED BACKFILL	WOOD MULCH TO PEATBACKFILL
			UNITS DIA.	UNITS DIA.	CU. YD.	UNITS DIA.	UNITS DIA.	CU. YD.	UNITS DIA.	UNITS DIA.	CU. YD.	CU. YD.
69	1455918.290	817073.451		9.5	1.2							
70	1455918.290	817073.451		8.5	1.2							
71	1455916.205	817045.647		10	1.2							
72	1455942.301	817014.409		9.5	1.2							
73	1455968.950	816982.662		26	6.2							
74	1455970.958	817006.026		14	2.8							
75	1455968.337	817007.378		39.25	6.2							
76	1455957.096	817019.051		16	2.8							
77	1455953.749	817037.254		9	1.2							
78	1455947.195	817042.139		17	2.8							
79	1455940.410	817075.138		8.25	1.2							
80	1454915.507	816712.043		13.5	2.8							
81	1454916.340	816704.860		9	1.2							
82	1455763.707	817061.834				4.25						
83	1455699.098	817001.745				5.5						
84	1455663.471	817005.079				6						
85	1455641.548	816989.091				5						
86	1455629.368	816981.682				4.5						
87	1454955.162	816684.429				5						
88	1454963.423	816702.207				5.75						
89	1454946.095	816704.111				10						
90	1454945.438	816699.641				5						
91	1455794.471	817086.812					8	0.7				
92	1455760.027	817068.480					9.75	1.2				
93	1455743.224	817053.950					12	1.2				
94	1455743.224	817053.950					9.5	1.2				
95	1455744.778	817052.190					9	1.2				
96	1455737.878	817054.215					6.5	0.7				
97	1455736.001	817049.598					8.25	1.2				
98	1455737.850	817049.378					8.5	1.2				
99	1455737.385	817045.933					12	1.2				
100	1455724.339	817035.635					7	0.7				
101	1455725.283	817035.990					12.5	2.8				
102	1455680.950	817014.686					50.5	10.0				
103	1455653.917	817011.199					15	2.8				
104	1455649.351	816997.866					6.5	0.7				
105	1455642.196	816981.096					23	6.2				
106	1455636.107	816987.496					14.5	2.8				
107	1455244.703	816804.135					7.75	0.7				
108	1455104.485	816757.152					7.75	0.7				
109	1454992.778	816705.548					11.5	1.2				
110	1454974.742	816692.633					36.5	10.0				
111	1454982.582	816698.315					8	0.7				
112	1454963.624	816697.394					14	2.8				
113	1454944.467	816700.864					7.25	0.7				
114	1454951.192	816699.309					8.5	1.2				
115	1454925.050	816695.210					8	0.7				
116	1454931.425	816687.940					7	0.7				
117	1454925.084	816675.252					15	2.8				
118	1455857.626	816969.318							4			
119	1455778.052	817058.560								6	0.3	
120	1455733.921	817032.189								6	0.3	
121	1455733.921	817032.189								7	0.7	
122	1455724.859	817015.546								5	0.3	
123	1455725.345	817020.386								7	0.7	
124	1455734.260	817016.168								6	0.3	
125	1455741.170	817001.635								6.25	0.7	
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127	1455721.775	817002.013								7	0.7	
128	1455712.701	817007.114								4.5	0.3	
129	1455711.572	817002.548								7.5	0.7	
130	1455706.945	816993.656								6	0.3	
131	1455705.081	816983.899								9	1.2	
132	1455682.908	816988.815								6.5	0.7	
133	1455693.056	817001.677								5.25	0.3	
134	1455696.614	817007.233								6.5	0.7	
135	1455683.914	816994.362								7	0.7	
136	1455682.536	816992.723								5	0.3	

FILE NAME = Dtch_Fence Revised.dgn

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PLOT DATE = 2/5/2018

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REVISED - ___
REVISED - ___
REVISED - ___

CITY OF Bloomington ILLINOIS

TREE REMOVAL SCHEDULES
WORK PACKAGE NO. 10
SHEET NO. 16 OF 17 SHEETS

F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		83	17	16

ILLINOIS FED. AID PROJECT

TREE NO.	NORTHING	EASTING	TREE REMOVAL - ZONE 3 <= 8"	TREE REMOVAL - ZONE 3 > 8"	HAND COMPACTED BACKFILL	TREE REMOVAL - ZONE 4 <= 6"	TREE REMOVAL - ZONE 4 > 6"	HAND COMPACTED BACKFILL	TREE REMOVAL - ZONE 5 <= 4"	TREE REMOVAL - ZONE 5 > 4"	HAND COMPACTED BACKFILL	WEIGHTED FILTER BACKFILL
			UNITS DIA.	UNITS DIA.	CU. YD.	UNITS DIA.	UNITS DIA.	CU. YD.	UNITS DIA.	UNITS DIA.	CU. YD.	CU. YD.
137	1455684.176	816982.826								6	0.3	
138	1455684.176	816982.826								5.5	0.3	
139	1455684.521	816981.505								5.5	0.3	
140	1455684.470	816980.107								10.75	1.2	
141	1455684.470	816980.107								6.5	0.7	
142	1455684.813	816983.504								4.5	0.3	
143	1455686.985	816987.426								6.5	0.7	
144	1455673.854	816991.848								20.75	6.2	
145	1455666.973	816977.708								5	0.3	
146	1455664.338	816981.131								5	0.3	
147	1455665.928	816975.747								10	1.2	
148	1455668.105	816975.064								11.5	1.2	
149	1455663.943	816971.873								8	0.7	
150	1455663.943	816971.873								7	0.7	
151	1455659.800	816968.240								6	0.3	
152	1455655.212	816976.022								28	9.3	
153	1455638.716	816956.677								6.75	0.7	
154	1455637.963	816943.998								5	0.3	
155	1455636.569	816937.919								6.25	0.7	
156	1455637.541	816934.344								23	6.2	
157	1455632.573	816935.124								6	0.3	
158	1455625.795	816940.682								5.5	0.3	
159	1455630.859	816944.600								6.5	0.7	
160	1455629.761	816944.314								4.5	0.3	
161	1455629.626	816941.801								4.5	0.3	
162	1455622.730	816947.661								46	10.0	
163	1455606.058	816942.919								7	0.7	
164	1455604.895	816947.724								6	0.3	
165	1455602.825	816953.431								11.5	1.2	
166	1455602.450	816952.475								8	0.7	
167	1455596.350	816955.780								5	0.3	
168	1455590.336	816955.415								13.5	2.8	
169	1455582.593	816942.386								15.5	2.8	
170	1455584.725	816934.234								9	1.2	
171	1455576.460	816941.506								7	0.7	
172	1455576.030	816941.945								6	0.3	
173	1455574.521	816941.563								9.5	1.2	
174	1455543.516	816895.932								20	6.2	
175	1455562.841	816902.871								17	2.8	
176	1455554.802	816899.264								18	2.8	
177	1455521.073	816902.220								22.25	6.2	
178	1455511.550	816890.457								13	2.8	
179	1455503.956	816871.126								10.75	1.2	
180	1455503.956	816871.126								8.75	1.2	
181	1455503.956	816871.126								10.5	1.2	
182	1455503.489	816872.472								10.5	1.2	
183	1455503.984	816873.778								8	0.7	
184	1455502.313	816872.466								6	0.3	
185	1455502.313	816872.466								7	0.7	
186	1455497.830	816873.735								9	1.2	
187	1455487.648	816847.926								17	2.8	
188	1455387.404	816840.094								11.5	1.2	
189	1455384.013	816859.763								8	0.7	
190	1455384.013	816859.763								8	0.7	
191	1455378.714	816855.003								8	0.7	
192	1455366.488	816842.020								8	0.7	
193	1455363.533	816836.535								5.5	0.3	
194	1455363.123	816835.976								8.5	1.2	
195	1455358.670	816846.601								5	0.3	
196	1455347.443	816839.559								7.5	0.7	
197	1455341.002	816838.290								8.5	1.2	
198	1455353.074	816829.719								25.25	9.3	
199	1455278.230	816799.950								45	10.0	
200	1455245.859	816788.937								7	0.7	
201	1455239.519	816791.591								9	1.2	
202	1455242.992	816792.824								5.5	0.3	
203	1455246.301	816795.684								6	0.3	
204	1455211.574	816765.167								10	1.2	

TREE NO.	NORTHING	EASTING	TREE REMOVAL - ZONE 3 <= 8"	TREE REMOVAL - ZONE 3 > 8"	HAND COMPACTED BACKFILL	TREE REMOVAL - ZONE 4 <= 6"	TREE REMOVAL - ZONE 4 > 6"	HAND COMPACTED BACKFILL	TREE REMOVAL - ZONE 5 <= 4"	TREE REMOVAL - ZONE 5 > 4"	HAND COMPACTED BACKFILL	WEIGHTED FILTER BACKFILL
			UNITS DIA.	UNITS DIA.	CU. YD.	UNITS DIA.	UNITS DIA.	CU. YD.	UNITS DIA.	UNITS DIA.	CU. YD.	CU. YD.
205	1455199.904	816766.064								8.5	1.2	
206	1455189.749	816768.156								10.5	1.2	
207	1455190.655	816771.860								16.5	2.8	
208	1455349.212	816758.808								7.75	0.7	
209	1455359.611	816748.991								5	0.3	
210	1455162.774	816754.346								8	0.7	
211	1455165.535	816754.411								6	0.3	
212	1455164.305	816752.684								6	0.3	
213	1455146.260	816750.049								6.25	0.7	
214	1455003.528	816720.057								6.25	0.7	
215	1455007.495	816716.030								7.5	0.7	
216	1455064.827	816717.578								5	0.3	
217	1455064.876	816714.997								8	0.7	
218	1455060.248	816706.357								7	0.7	
219	1455054.545	816702.926								6.5	0.7	
220	1455047.630	816707.111								9	1.2	
221	1455047.630	816707.111								8.5	1.2	
222	1455053.204	816700.382								6	0.3	
223	1455043.741	816704.200								9.25	1.2	
224	1455027.503	816689.647								10	1.2	
225	1455037.971	816706.137								9	1.2	
226	1455021.861	816692.910								24.75	9.3	
227	1454999.578	816695.967								5.75	0.3	
228	1455001.640	816686.958								7.5	0.7	
229	1454999.320	816684.593								7	0.7	
230	1455009.337	816686.690								10	1.2	
231	1455003.099	816670.177								8.5	1.2	
232	1455009.990	816669.457								14.5	2.8	
233	1455016.103	816679.801								7	0.7	
234	1455012.568	816663.195								10	1.2	
235	1454995.188	816663.680								10	1.2	
236	1454990.445	816660.694								5	0.3	
237	1454964.553	816648.865								10	1.2	
238	1454966.182	816649.597								8	0.7	
239	1454969.507	816645.620								6	0.3	
240	1454977.746	816640.185								15	2.8	
241	1454972.772	816667.480								17	2.8	
242	1454976.500	816672.296								7	0.7	
243	1454978.408	816674.705								7.5	0.7	
244	1454985.214	816686.449								5.25	0.3	
245	1454924.319	816662.054								13	2.8	
246	1454914.726	816662.686								6	0.3	
247	1454923.851	816656.935								28	9.3	
248	1454905.231	816654.059								39.5	30.0	
249	1454907.318	816652.307								9.5	1.2	
250	1454931.697	816648.334								7	0.7	
251	1454942.685	816631.715								28	9.3	
252	1454938.057	816629.334								7	0.7	
253	1455821.025	817015.531								5		0.3
254	1455751.830	816991.289								6		0.3
255	1455753.166	816993.579								5		0.3
256	1455746.698	816990.347								4.75		0.3
257	1455656.645	816932.273								5		0.3
258	1455568.167	816881.357								12.5		2.8
259	1455527.484	816890.295								18		2.8
260	1455582.737	816892.387								10		1.2
261	1455520.180	816862.984								7		0.7
262	1455508.875	816863.867								5		0.3
263	1455503.105	816862.866								7		0.7
264	1455500.700	816867.267								5.75		0.3
265	1455497.711	816859.921								9.5		1.2
266	1455491.151	816859.102								10		1.2
267	1455438.544	816803.083								10.5		1.2
268	1455436.590	816807.456								14		2.8
269	1455436.490	816818.739								13		2.8
270	1455436.490	816838.733								12		1.2
271	1455001.895	816649.809								15		2.8
272	1455004.132	816641.951								5.75		0.3

TREE NO.	NORTHING	EASTING	TREE REMOVAL - ZONE 3 <= 8"	TREE REMOVAL - ZONE 3 > 8"	HAND COMPACTED BACKFILL	TREE REMOVAL - ZONE 4 <= 6"	TREE REMOVAL - ZONE 4 > 6"	HAND COMPACTED BACKFILL	TREE REMOVAL - ZONE 5 <= 4"	TREE REMOVAL - ZONE 5 > 4"	HAND COMPACTED BACKFILL	WEIGHTED FILTER BACKFILL
			UNITS DIA.	UNITS DIA.	CU. YD.	UNITS DIA.	UNITS DIA.	CU. YD.	UNITS DIA.	UNITS DIA.	CU. YD.	CU. YD.
273	1454995.928	816644.918								6.5		0.7
274	1455012.662	816638.335								12.5		2.8
275	1455002.743	816639.755								26		9.3
276	1454948.298	816618.893								33		6.2
277	1454938.625	816624.780								5		0.3
TOTALS			256.75	532.95		51	349.75		4	1580.25		
					111.5			97.2			208.9	
												43.0

FILE NAME = Dlbn_Force Replenish

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USER NAME = PlotDate
PLOT SCALE = 1
PLOT DATE = 2/5/2018

DESIGNED - JJT
CHECKED -
DRAWN - DAP
CHECKED - JJT

REVISED -
REVISED -
REVISED -
REVISED -

CITY OF Bloomington ILLINOIS

TREE REMOVAL SCHEDULES
WORK PACKAGE NO. 10
SHEET NO. 17 OF 17 SHEETS

F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
			17	17
		84		
		ILLINOIS FED. AID PROJECT		

CONTRACTOR'S PROPOSAL

RE-BID #2018-15
DAM REPAIRS
EVERGREEN LAKE AND LAKE BLOOMINGTON

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid prices submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders.

The undersigned bidder also understands each Work Package is a "stand alone" bid which may be bid or not bid in any combination of Work Packages, and the City may reject or accept/award any combination of Work Package bids from any combination of bidders.

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

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

Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2017-51 is acknowledged. It is agreed that this bid may not be withdrawn within 90 calendar days after the date of opening.

This Proposal is made with the understanding that the quantities are approximate only, and that the City of Bloomington expressly reserves the right to increase or reduce quantities as they may deem necessary, to reject any and all bids, and to waive technicalities.

The undersigned bidder, having carefully examined the plans, specifications, and special provisions for the proposed improvement, and the prevailing scale of wages set up for this community, now on file in the Office of the City Clerk; hereby proposes to provide all of the tools, apparatus, and to do all of the work at the prevailing scale of wages, and to provide all of the materials required to make the improvement in accordance with the plans, Standard Specifications and Special Provisions at the following prices:

SIGNED BY:

(SIGNATURE)

David K. Stark, Jr. Vice President

(NAME & TITLE)

1805 W. Washington St. Bloomington, IL 61701

(ADDRESS)

(SEAL IF CORPORATION)

CITY OF BLOOMINGTON

Dam Repair - Evergreen Lake & Lake Bloomington

PROJECT NO. # 20-56-63012-18-00

Re-Bid No. 2018-15

CONTRACTOR'S PROPOSAL
ADDENDUM #1

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL
EVERGREEN LAKE DAM					
WORK PACKAGE NO. 1 - Paved Ditch Replacement					
1	POROUS GRANULAR EMBANKMENT	TON	45.30	346.00	15,673.80
2	TOPSOIL FURNISH & PLACE, 8"	SQ YD	16.50	120.00	1,980.00
3	SEEDING, CLASS 3	SQ YD	17.00	35.00	595.00
4	TURF REINFORCEMENT MAT	SQ YD	16.50	15.00	247.50
5	GEOTEXTILE FABRIC FOR FRENCH DRAINS	SQ YD	149.10	12.00	1,789.20
6	PAVED DITCH REPLACEMENT	LIN FT	504.00	280.00	141,120.00
7	MOBILIZATION	L SUM	1.00	3,500.00	3,500.00
8	TRAFFIC CONTROL & PROTECTION	L SUM	1.00	3,500.00	3,500.00
				TOTAL WORK PACKAGE NO. 1	168,405.50
WORK PACKAGE NO. 2 - Erosion Repair & Riprap					
1	EROSION REPAIR	SQ YD	100.00	60.00	6,000.00
2	STONE RIPRAP, CLASS A5	TON	30.90	250.00	7,725.00
3	FILTER FABRIC	SQ YD	134.00	4.50	603.00
4	MOBILIZATION	L SUM	1.00	2,700.00	2,700.00
				TOTAL WORK PACKAGE NO. 2	17,028.00
WORK PACKAGE NO. 3 - Wall Repairs & Fence Replacement					
1	CHAIN LINK FENCE, 4 FT (ATT STR)	LIN FT	492.00	108.00	53,136.00
2	STRUCTURAL REPAIR OF CONCRETE	SQ FT	11.00	1,195.00	13,145.00
3	MOBILIZATION	L SUM	1.00	2,600.00	2,600.00
4	TRAFFIC CONTROL & PROTECTION	L SUM	1.00	1,000.00	1,000.00
				TOTAL WORK PACKAGE NO. 3	69,881.00
WORK PACKAGE NO. 4 - Stilling Basin Sump Pit					
1	CONCRETE REMOVAL	CU YD	2.30	1,600.00	3,680.00
2	STRUCTURE EXCAVATION	CU YD	5.90	150.00	885.00
3	CONCRETE STRUCTURES	CU YD	3.90	1,200.00	4,680.00
4	REINFORCEMENT BARS, EPOXY COATED	POUND	590.00	6.00	3,540.00
5	DEWATERING	L SUM	1.00	5,000.00	5,000.00
6	MOBILIZATION	L SUM	1.00	2,600.00	2,600.00
				TOTAL WORK PACKAGE NO. 4	20,385.00
WORK PACKAGE NO. 5 - Fuse Plug Restoration					
1	FUSE PLUG RESTORATION	L SUM	1.00	25,000.00	25,000.00
2	MOBILIZATION	L SUM	1.00	2,500.00	2,500.00
3	TRAFFIC CONTROL & PROTECTION	L SUM	1.00	3,500.00	3,500.00
				TOTAL WORK PACKAGE NO. 5	31,000.00

CITY OF BLOOMINGTON

Dam Repair - Evergreen Lake & Lake Bloomington

PROJECT NO. # 20-56-63012-18-00

Re-Bid No. 2018-15

CONTRACTOR'S PROPOSAL
ADDENDUM #1

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL
WORK PACKAGE NO. 6 - Cleaning & Sealing Joints					
1	CLEANING & SEALING JOINTS	LIN FT	5,200.00	12.50	65,000.00
2	MOBILIZATION	L SUM	1.00	1,500.00	1,500.00
3	TRAFFIC CONTROL & PROTECTION	L SUM	1.00	2,900.00	2,900.00
				TOTAL WORK PACKAGE NO. 6	70,400.00
LAKE BLOOMINGTON DAM					
WORK PACKAGE NO. 7 - Joint Sealant Repairs					
1	CLEANING & SEALING JOINTS	LIN FT	1,490.00	18.00	26,820.00
2	EPOXY CRACK INJECTION	LIN FT	245.00	120.00	29,400.00
3	MOBILIZATION	L SUM	1.00	3,000.00	3,000.00
				TOTAL WORK PACKAGE NO. 7	59,220.00
WORK PACKAGE NO. 8 - North Butress Concrete Repairs					
1	STRUCTURAL REPAIR OF CONCRETE	SQ FT	25.00	280.00	7,000.00
2	REINFORCEMENT BARS, EPOXY COATED	POUND	80.00	14.90	1,192.00
3	MOBILIZATION	L SUM	1.00	2,500.00	2,500.00
				TOTAL WORK PACKAGE NO. 8	10,692.00
WORK PACKAGE NO. 9 - Dewatering Stucture Plug					
1	REINFORCEMENT BARS, EPOXY COATED	POUND	250.00		
2	CONCRETE STRUCTURES	CU YD	12.10		
3	MOBILIZATION	L SUM	1.00		
				TOTAL WORK PACKAGE NO. 9	NO BID
WORK PACKAGE NO. 10 - Tree Removal					
1	TREE REMOVAL - ZONE 3 <= 8"	UNITS DIA	292.00	58.00	16,936.00
2	TREE REMOVAL - ZONE 3 > 8"	UNITS DIA	585.00	58.00	33,930.00
3	TREE REMOVAL - ZONE 5<= 4"	UNITS DIA	4.00	58.00	232.00
4	TREE REMOVAL - ZONE 5 > 4"	UNITS DIA	1,580.00	58.00	91,640.00
5	HAND COMPACTED BACKFILL	CU YD	334.00	215.00	71,810.00
6	WEIGHTED FILTER BACKFILL	CU YD	43.00	450.00	19,350.00
7	SEEDING, CLASS 3	ACRE	3.50	2,500.00	8,750.00
8	PERIMETER EROSION BARRIER	LIN FT	1,420.00	4.50	6,390.00
9	EROSION CONTROL BLANKET	SQ. YD.	16,840.00	1.40	23,576.00
10	MOBILIZATION	L SUM	1.00	8,502.50	8,502.50
11	TRAFFIC CONTROL & PROTECTION	L SUM	1.00	3,500.00	3,500.00
				TOTAL WORK PACKAGE NO. 10	284,616.50

— FOR CLARITY & REFERENCE ONLY —

03/20/2018 10:01

DAM REPAIRS-EVERGREEN & LAKE BLM - REBID

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	----- EVERGREEN LAKE DAM -----				
	WORK PACKAGE NO 1 - PAVED DITCH REPLACEMENT				
1	POROUS GRANULAR EMBANKMENT	45.300	TON	346.00	15,673.80
2	TOPSOIL FURNISH & PLACE 8"	16.500	SQYD	120.00	1,980.00
3	SEEDING CLASS 3	17.000	SQYD	35.00	595.00
4	TURF REINFORCEMENT MAT	16.500	SQYD	15.00	247.50
5	GEOTEXTILE FABRIC FOR FRENCH DRAINS	149.100	SQYD	12.00	1,789.20
6	PAVED DITCH REPLACEMENT	504.000	FOOT	280.00	141,120.00
7	MOBILIZATION	1.000	LSUM	3,500.00	3,500.00
8	TRAFFIC CONTROL & PROTECTION	1.000	LSUM	3,500.00	3,500.00
	TOTAL WORK PACKAGE NO 1				$168,405.50
	WORK PACKAGE NO 2 - EROSION REPAIR & RIPRAP				
1	EROSION REPAIR	100.000	SQYD	60.00	6,000.00
2	STONE RIPRAP CLASS A5	30.900	TON	250.00	7,725.00
3	FILTER FABRIC	134.000	SQYD	4.50	603.00
4	MOBILIZATION	1.000	LSUM	2,700.00	2,700.00
	TOTAL WORK PACKAGE NO 2				$17,028.00
	WORK PACKAGE NO 3-WALL REPAIRS & FENCE REPLACEMENT				
1	CHAIN LINK FENCE 4 FT (ATT STR)	492.000	FOOT	108.00	53,136.00
2	STRUCTURAL REPAIR TO CONCRETE	11.000	SQFT	1,195.00	13,145.00
3	MOBILIZATION	1.000	LSUM	2,600.00	2,600.00
4	TRAFFIC CONTROL & PROTECTION	1.000	LSUM	1,000.00	1,000.00
	TOTAL WORK PACKAGE NO 3				$69,881.00
	WORK PACKAGE NO 4 - STILLING BASIN SUMP PIT				
1	CONCRETE REMOVAL	2.300	CUYD	1,600.00	3,680.00
2	STRUCTURE EXCAVATION	5.900	CUYD	150.00	885.00
3	CONCRETE STRUCTURES	3.900	CUYD	1,200.00	4,680.00
4	REINFORCEMENT BARS EPOXY COATED	590.000	POUN	6.00	3,540.00
5	DEWATERING	1.000	LSUM	5,000.00	5,000.00
6	MOBILIZATION	1.000	LSUM	2,600.00	2,600.00
	TOTAL WORK PACKAGE NO 4				$20,385.00
	WORK PACKAGE NO 5 - FUSE PLUG RESTORATION				
1	FUSE PLUG RESTORATION	1.000	LSUM	25,000.00	25,000.00
2	MOBILIZATION	1.000	LSUM	2,500.00	2,500.00
3	TRAFFIC CONTROL & PROTECTION	1.000	LSUM	3,500.00	3,500.00

DAM REPAIRS-EVERGREEN & LAKE BLM - REBID

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	TOTAL WORK PACKAGE NO 5				$31,000.00
	WORK PACKAGE NO 6 - CLEANING & SEALING JOINTS				
1	CLEANING & SEALING JOINTS	5,200.000	FOOT	12.50	65,000.00
2	MOBILIZATION	1.000	LSUM	1,500.00	1,500.00
3	TRAFFIC CONTROL & PROTECTION	1.000	LSUM	3,900.00	3,900.00
	TOTAL WORK PACKAGE NO 6				$70,400.00
	----- LAKE BLOOMINGTON DAM -----				
	WORK PACKAGE NO 7 - JOINT SEALANT REPAIRS				
1	CLEANING & SEALING JOINTS	1,490.000	FOOT	18.00	26,820.00
2	EPOXY CRACK INJECTION	245.000	FOOT	120.00	29,400.00
3	MOBILIZATION	1.000	LSUM	3,000.00	3,000.00
	TOTAL WORK PACKAGE NO 7				$59,220.00
	WORK PACKAGE NO 8 - NORTH BUTTRESS CONC REPAIRS				
1	STRUCTURAL REPAIR OF CONCRETE	25.000	SQFT	280.00	7,000.00
2	REINFORCEMENT BARS EPOXY COATED	80.000	POUN	14.90	1,192.00
3	MOBILIZATION	1.000	LSUM	2,500.00	2,500.00
	TOTAL WORK PACKAGE NO 8				$10,692.00
	WORK PACKAGE NO 9 - DEWATERING STRUCTURE PLUG				
1	REINFORCEMENT BARS EPOXY COATED	250.000	POUN		
2	CONCRETE STRUCTURES	12.100	CUYD		
3	MOBILIZATION	1.000	LSUM		
	TOTAL WORK PACKAGE NO 9				
	WORK PACKAGE NO 10 - TREE REMOVAL				
1	TREE REMOVAL ZONE 3 <=8"	292.000	UNIT	58.00	16,936.00
2	TREE REMOVAL ZONE 3 >8"	585.000	UNIT	58.00	33,930.00
3	TREE REMOVAL ZONE 5 <=4"	4.000	UNIT	58.00	232.00
4	TREE REMOVAL ZONE 5 >4"	1,580.000	UNIT	58.00	91,640.00
5	HAND COMPACTED BACKFILL	334.000	CUYD	215.00	71,810.00
6	WEIGHTED FILTER BACKFILL	43.000	CUYD	450.00	19,350.00
7	SEEDING CLASS 3	3.500	ACRE	2,500.00	8,750.00
8	PERIMETER EROSION BARRIER	1,420.000	FOOT	4.50	6,390.00
9	EROSION CONTROL BLANKET	16,840.000	SQYD	1.40	23,576.00
10	MOBILIZATION	1.000	LSUM	8,502.50	8,502.50
11	TRAFFIC CONTROL & PROTECTION	1.000	LSUM	3,500.00	3,500.00

DAM REPAIRS-EVERGREEN & LAKE BLM - REBID

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	TOTAL WORK PACKAGE NO 10				$284,616.50

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):
Stark Excavating, Inc.
1805 W. Washington Street
Bloomington, IL 61701

SURETY (Name, legal status and principal place of business):
Berkley Insurance Company
412 Mt. Kemble, Suite 310 North
Morristown, NJ 07960

OWNER (Name, legal status and address):
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

BOND AMOUNT: Ten Percent (10%) of Base Bid

PROJECT: (Name, location or address, and Project number, if any):
DAM Repairs @ Evergreen Lake and Lake Bloomington

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of March, 2018

(Witness) Ila J Slagell

Stark Excavating Inc.
(Principal) (Seal)

(Title) David K. Stark, Jr. Vice-President

See Jurat Attached
(Witness)

Berkley Insurance Company
(Surety) (Seal)

(Title) Lucas J. Sherman, Attorney-in-Fact

Language conforms to AIA Document A310 Bid Bond, 2010 edition.
BID70001ZZ0111f

STATE OF: Illinois

COUNTY OF: Champaign

On this **20th** day of **March, 2018** personally appeared before me Judith M. Sherman , who being duly sworn did depose and say that Lucas J. Sherman is the attorney-in-fact of the **Berkley Insurance Company,** Wilmington, Delaware that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the Judith M. Sherman acknowledged that Lucas J. Sherman executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

Judith L Sherman

Notary Public

Official Seal
Judith M Sherman
Notary Public, State of Illinois
My Commission Expires 1/29/2022

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Lucas J. Sherman; Amanda McGuire; Amy Dicks; Donna Siddens; or Emily Troy of R.W. Troxell & Company of Champaign, IL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23 day of September, 2016.

Attest:

(Seal)

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23 day of September, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of March 2018.

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

CITY OF Bloomington ILLINOIS

ADDENDUM NUMBER 1: March 12, 2018

RE-BID #2018-15
DAM REPAIRS
EVERGREEN LAKE AND LAKE BLOOMINGTON

1. **Exhibit A includes the Addendum #1 from the original bid.**

2. **Please confirm bid due date.**
   Bid date is Tuesday, March 20, 2018, 11:00 am.

3. **Exhibit B includes the pre-bid meeting attendance sheet.**

4. **Exhibit C includes revised Plan Sheet 15, 16, & 17**

5. **Exhibit D includes revised Contractor's Proposal worksheet**

Stark Excavating, Inc
Firm

Authorized Signature

3-12-2018
Date

PLEASE NOTE: Failure to return the signed addendum with your sealed bid may result in disqualification.

Misty Shafer, Procurement
Specialist 3/12/2018

Exhibit A

Re-Bid

CITY OF Bloomington ILLINOIS

ADDENDUM NUMBER 1: August 25, 2017

BID #2018-15
DAM REPAIRS
EVERGREEN LAKE AND LAKE BLOOMINGTON

1. **Exhibit A includes the Pre-Bid Attendance record and the plan holders list as of August 25, 2017.**

2. **Exhibit B includes a set of the original 1929 plans.**

N/A ~~3. Exhibit C includes the updated Contractor's Proposal.~~

4. **Pre BID Meeting & Notes from the Site Visits:**

   A. Description of the project (Kallevig): Perform general miscellaneous repairs at both dams including: pave ditch replacement, fence replacement, joint sealant, tree removal, concrete repairs, and capping existing dewatering structure.

   N/A ~~a. All Tree Removal is an Alternate Bid. This includes all of the pay items for Tree Removal size/zone categories, Hand Compacted Earth Fill, and Weighted Filter Backfill.~~

   B. Highlight various special provisions (Tatarek)
      a. Submittals: Traffic Control Plan (as needed); Dewatering Plan for sump pit work; Sieve Analysis for Hand Compacted Earth Fill and Weighted Filter Backfill materials; and Waterstops
      b. Erosion Repair: Seeded areas shall remain saturated for seven (7) days after placemen of turf reinforcement mat.
      c. Fuse Plug Restoration: Owner will perform field density testing.
      d. Hand Compacted Earth Fill & Weighted Filter Backfill: The pay quantity is based on the diameter of the tree removed and will be as shown in the Plans.
      e. Structural Repair of Concrete: Note that the addition of Xypex concrete admixture is included if repairs for the north buttress at Lake Bloomington is subject to water flowing into the patch area.

   C. Discussion / Questions:
      a. Question: Does the City have a suitable place on either site where Contractor may dispose of broken concrete?
      Response: No. Contractor shall remove broken concrete from City property.

      b. Question: Does the City have a suitable place where excess excavated material may be placed?
      Response: No. Contractor shall remove excess excavation from City property.

      c. Question: What is the extent of removal/disposal of material in the Evergreen Lake stilling basin?
      Response: Contractor need only clear the working area around the new sump pit work. That debris may remain in the stilling basin.

d. Question: What is the difference in elevation at the downstream end of the stilling basin?
Response: The difference is five (5) feet.

e. Question: Joints in the upstream slopewall at Evergreen Lake have a varying widths & vertical offsets, how will Contractor determine quantity of sealant?
Response: Vertical offsets between panel edges need not be corrected, seal the joint in the existing condition. Contractor should observe the existing conditions and estimate quantity of sealant based on their observations.

Drawings have been updated for the re-bid, see Work Pkg #6, Sht 10

f. Question: See Scour Hole Repair shown on Sheet 7 of the Plans, shall excess concrete materials in the scour hole be removed?
Response: Yes, the concrete is waste material place during the recent bridge superstructure replacement and it cannot remain in place. Removal and disposal shall be incidental to the pay items for Scour Hole Repair on Sheet 7 of the Plans.

g. Discussion of constructability of the French Drain for Scour Hole repair shown on Sheet 7 of the Plans: The key to successful control of the scour that has occurred along the downstream spillway training walls is the construction of a French Drain to fill the void behind the wall and under the curb above the wall. Fully enclosing porous granular embankment within the geotextile fabric provides a backfill that is resistant to erosion. Concrete or flowable fills have been tried unsuccessfully on similar conditions; however, water continues to erode soil below the solid mass until a new void causes the concrete to settle. The porous granular backfill allows the water to pass through without creating new erosion. Contractor may need to remove additional material beyond the approximate limits of erosion shown on the plans in order to successfully construct the drain. Temporary shores/kickers may remain inside the drain as an acceptable method to shape the drain to conform to the back of the wall and underside of the curb.

h. Discussion of Lake Bloomington Dewatering Structure: The normal pool elevation for Lake Bloomington is Elev. 719.5. The invert elevation at the dewatering structure is Elev. 680.0. Therefore, at normal pool the work would be conducted at a depth of 39.5 ft. It is also likely that sediment around the dewatering structure will need to be removed in order to form and place the concrete plug shown on the plans. The City, as the dam owner, is making a responsible effort to cap the upstream end of the dewatering pipes to improve the safety of the dam. Exposing the downstream end and installing a plug there has previously been considered but ruled out due to concerns for settlement of the pipe if the additional weight of concrete was added inside the pipes. That settlement could lead to new seepage paths that threaten the dam safety.

D. Site Visits: The City, Stark Excavating, Halverson Construction, and Hanson visited both project sites to discuss the scope of work.
   a. Lake Bloomington – Observed the north buttress repair and spillway apron joint sealant areas; observed the extent of tree removal.
   b. Evergreen Lake – Observed the upstream joints for cleaning & sealing; observed the downstream stilling basin area, erosion repairs, and paved ditch work.

5. The following questions were posed after the Pre Bid Meeting:

A. Regarding the Dewatering Structure Removal – Concrete Structures plug, detailed on Plan Sheet 13: General Notes state that existing spillway construction plans are available for review

at COB office. Are there any plan sheets with more details of the Control Structure? More precise location with measurements & dimensions?
Exhibit B is a set of the original 1929 plans with some of the details of the dewatering structure for clarification to the contractor

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ll optional
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B. **Regarding the Dewatering Structure Removal – Concrete Structures plug, detailed on Plan Sheet 13: If we are unable to complete the structure as detailed, either from lack of proper resources and or interest, would a "NO BID" for ITEM 21 – CONCRETE STRUCTURES be considered with our proposal?**
Remove the current Contractor's Proposal included with the bid document and replace with the Contractor's Proposal included with this Addendum in Exhibit C. The Concrete Structures pay item has been taken out of the base bid and changed to an additive alternate bid item. The City will consider pricing or "no bid" pricing received for this item separately for inclusion/exclusion in the total awarded project.

The City expectation for this item would be to remove sediment from the area next to the dewatering pipe valves and set forms capable of containing concrete poured to the dimensions shown in the plans. The City will NOT require the reinforcing steel shown on the plan to be incorporated into the work (concrete may be non-reinforced). The City will NOT require the forms to be removed after concrete placement. The City would allow this work to be sub-contracted to a specialty contractor.

C. **Regarding the Tree Removal, we assume a permit and permission could be obtained to burn on onsite?**
Yes, the County of McLean allows on-site burning. Please coordinate with the City as to final on-site burn location.

D. **We believe some alternative methods of abandoning the dewatering structure should be provided. More detail of the existing Control Structure would be helpful in determining a different approach to sealing the pipes off. Any additional information you have to offer in regards to this would be greatly appreciated.**
The City expectation for this item would be to remove sediment from the area next to the dewatering pipe valves and set forms capable of containing concrete poured to the dimensions shown in the plans. The City will NOT require the reinforcing steel shown on the plan to be incorporated into the work (concrete may be non-reinforced). The City will NOT require the forms to be removed after concrete placement. The City would allow this work to be sub-contracted to a specialty contractor.

Stark Excavating, Inc
Firm

Authorized Signature

3-12-2018
Date

PLEASE NOTE: Failure to return the signed addendum with your sealed bid may result in disqualification.

Misty Shafer, Procurement Specialist
8/25/17

NOTICE OF AWARD

To: _____
Contractor/Company

_____
Contractor Address

Project Description: RE-BID #2018-15 DAM REPAIRS EVERGREEN LAKE AND LAKE BLOOMINGTON
City Project No.: 20-26-63012-18-00

The OWNER has considered the BID submitted by you for the above described WORK.

You are hereby notified that your BID has been accepted for Work Package(s) and amount(s) as follows:

Work Package(s)_____ ,
in amount(s) of $_____ , respectively.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this_____day of_____, 2018.

_____
Owner

By: Robert Yehl
Title: Water Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

This_____day of_____, 2018

By: _____

Title _____

BONDS, CERTIFICATES

NOTICE TO PROCEED

To: _____
Contractor/Company

_____
Contractor Address

Project Description: RE-BID #2018-15 DAM REPAIRS EVERGREEN LAKE AND LAKE BLOOMINGTON
City Project No.: 20-26-63012-18-00

You are hereby notified to Commence WORK in accordance with the Agreement dated _____, 2018.

_____
Date

_____
By: Robert Yehl

Title: Water Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO

PROCEED is hereby acknowledged by

_____

this_____day

of_____2018

_____

By: _____

Title _____

AGREEMENT (To be Completed After Award of Contract)

THIS AGREEMENT, Made and entered into this_____, by and between,_____, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **February 20, 2018,** by advertisement, call for bids for furnishing all labor and material for the construction of **Dam Repairs Evergreen Lake and Lake Bloomington** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **March 20, 2018**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **Dam Repairs Evergreen Lake and Lake Bloomington** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **Dam Repairs Evergreen Lake and Lake Bloomington** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **INSERT CONTRACT AWARD $ AMOUNT** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in 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 of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work by the **completion date of October 1, 2018,** commencing work after issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed neces- sary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

_____

City Clerk

CITY OF BLOOMINGTON

By:_____

City Manager

WITNESS:

CONTRACTOR (Seal)

_____

BID CHECKLIST:

1. Return the ***entire*** packet along with any addenda – not just the proposal.

2. Sign and Attach all addenda if any were issued.

3. Complete, Sign and Date all required forms.

4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.

5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due.

6. Your (1) original and (2) copies

7. Bid Bond

TENTATIVE BID SCHEDULE:

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

Action	Due Date	Due Time
Invitation for Bids Released	**Tuesday, February 20, 2018**	**N/A**
Pre-Bid Meeting / Site Visit	**Tuesday, March 6, 2018**	**1:30 P.M. Central Time**
Question Deadline	**Thursday, March 8, 2018**	**3:00 P.M. Central Time**
Response from City	**Tuesday, March 13, 2018**	**3:00 P.M. Central Time**
Bids Due	**Tuesday, March 20, 2018**	**11:00 A.M. Central Time**
Anticipated Award Date	**Monday, April 9, 2018**	**N/A**

B. Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes. Submit questions regarding the bid in writing to Greg Kallevig, Project Engineer, at gkallevig@cityblm.org **and** Misty Shafer, Procurement Specialist, at mshafer@cityblm.org **no later than 3:00 P.M., Central Time, on Thursday, March 8, 2018.**

STARK
EXCAVATING, INC.

Evidence of Authority to Sign

"I, David K. Stark, certify that I am the President of Stark Excavating, Inc. named as Contractor hereinabove; that David K. Stark, Jr., who signed the foregoing Agreement on behalf of the Contractor was then Vice President of said Corporation; the said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers."

_____ President

_____ Secretary

1805 W. WASHINGTON STREET BLOOMINGTON, IL 61701 www.starkcompanies.com 309.828.5034 309.828.7154 FAX 877.699.5034

CITY OF BLOOMINGTON

Evergreen Lake & Lake Bloomington

5,000 2,500 0 5,000 Feet

Lake Bloomington Dam

Evergreen Lake Dam

Comlara Park Dam

Evergreen Lake

Lake Bloomington

Village of Hudson

I-39

Town of Normal

City of Bloomington

CONSENT AGENDA ITEM NO. 9F-C

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: A Professional Services Contract with Hanson Professional Services, Inc. for Professional Engineering Services related to the Construction Observation of the Miscellaneous Dam Repairs at Lake Bloomington & Evergreen Lake capital project, (RFQ 2016-04, Resolution 16-10), not to exceed the amount of $101,700.00, as requested by the Water Department.

RECOMMENDATION/MOTION: The attached Professional Services Contract with Hanson Professional Services, Inc. for Professional Engineering Services related to the Construction Observation of the Miscellaneous Dam Repair Lake Bloomington & Evergreen Lake in the amount not to exceed $101,700.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 2. Upgrade City Infrastructure and Facilities. Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Objective 2b. Quality water for the long term. Object 2e. Investing in the City's future through a realistic, funded capital improvement program. Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Through a separate Council item on the April 9, 2018, agenda, the Water Department is requesting approval for construction of the Miscellaneous Dam Repair Lake Bloomington and Evergreen Lake capital project. This project provides for the construction of improvements to repair items at the dams impounding Lake Bloomington and Evergreen Lake including paved ditches, erosion, concrete wall & fencing, sump pit installation, and concrete joint cleaning & sealing. The repairs are necessary to extend the useful life of the dams.

The Water Department is not currently staffed adequately to provide construction observation for this project. Therefore, conditional to the construction approval of the capital project, staff is requesting approval for Hanson Professional Services, Inc. to provide the construction observation. Consultant Construction Administration services for construction projects within the FY 2018 budget have been budgeted under the Water Department's Capital Improvement Plan.

Through Resolution 16-10, the City Council approved a list of pre-qualified vendors for engineering, architectural and land surveying services. Resolution 16-10 established seven categories of such services and identified qualified vendors to provide such services in each

category. City staff reviewed the four firms under the utility category and determined Hanson Professional Services, Inc. to be the most qualified firm to do the work.

Based on Hanson Professional Services, Inc. selection under RFQ 2016-04 and their experience in the design and construction of structural repair improvements at dams, Hanson was asked to submit a proposal for construction phase services for the Miscellaneous Dam Repair Lake Bloomington and Evergreen Lake. Hanson proposed Scope of Services and Professional Services Contract fee of $101,700.00 is a not to exceed total. For this specific project, as outlined above, Hanson was deemed to be the most qualified and best fit for the work out of the pre-qualified Engineering firms.

The schedule for the project is to begin with the award of the construction contract for the Miscellaneous Dam Repair Lake Bloomington and Evergreen Lake capital project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016.

FINANCIAL IMPACT: The payment for these services are budgeted under the Water Administration–Architectural & Engineering Services for Capital Projects account (50100110-70051). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 129.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Useful life of the dams is anticipated to be extended by these repair and maintenance improvements.

Respectfully submitted for Council consideration.

Prepared by:	Greg Kallevig, PE, CFM, Civil Eng. II, Public Works Dept.
Reviewed by:	Robert Yehl, PE, Water Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Scott Rathbun, Sr. Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 6B CONTRACT Construct. Inspect. Misc. Dam Repair Lake Bloom. & Everg. Lake
- 6C LOCATION MAP Construct. Inspect. Misc. Dam Repair Lake Blm. & Everg. L.

CITY OF BLOOMINGTON CONTRACT WITH
Hanson Professional Services Inc.
FOR PROFESSIONAL SERVICES FOR
Lake Bloomington Dam Repairs - Construction Observation

THIS AGREEMENT, dated this 23rd day of March, 2018 KK, is between the City of Bloomington (hereinafter "CITY") and Hanson Professional Services Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. **Description of Services.** CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☐ A flat fee of $_____ as set forth in the payment terms attached as Exhibit B.

☑ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. **Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. **Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'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 the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. **Standard of Care.** Services performed by CONTRACTOR 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.

Section 7. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

per claim/ $4,000,000 Aggregate

Section 8. **Insurance Requirements.** CONTRACTOR shall maintain an errors and omissions policy in the amount of $2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

General Liability

Section 9. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. **Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. **Compliance with FOIA Requirements**. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 13. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. **Attorney Fees**. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. **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 17. **Term**. The term of this Contract shall be:

☐ Until all of the services and/or deliverables required to provided within this Contract are completed.

☐ From one (1) year from the date of execution.

☐ From two (2) years from the date of execution.

☑ Other: Three (3) years from date of execution

The Contract shall also be subject to the following renewal terms, if any:

Two one year optional renewals

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Hanson Professional Services Inc.

By: _____
Its V.P.

By: _____
Its PROJECT MANAGER

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Hanson Professional Services Inc. shall provide professional services to conduct periodic construction observation for compliance, by the construction contractor, to the Plans and technical Specifications of the contract documents.

Planned improvements for the dams at Evergreen Lake and Lake Bloomington include implementation of Work Packages No. 1 through No. 8. The work includes paved ditch replacement, erosion repair, concrete wall repairs, fence replacement, stilling basin modifications, fuse plug restoration, and cleaning and sealing of concrete joints.

The Scope of Services to be provided is expected to include some or all of the following:

1. Periodic Construction Observation Site Visits

    a. Assume 24 weeks at an average of 30 hours per week including travel from Springfield or Peoria to the site.

    b. A site visit report will be generated for each day on site. Site visit reports will be compiled at the end of each week and submitted to the City in electronic format.

EXHIBIT B
PAYMENT TERMS

Charges for professional services performed by Hanson in completing the Scope of Services associated with this Task Order will be made on the basis of Hanson's direct personnel expenses (DPE) times a factor of 2.6794, plus a fixed fee. DPE includes fringe benefits and payroll burden. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

The following compensation formula is used to compute the fixed fee:

CPFF Fixed Fee = 14.5% (DL + R(DL) + OH(DL) + IHDC)

DL = Direct Labor
R = Complexity Factor (0.0)
OH = Consultant Firm's Actual Overhead Factor (167.94%)
IHDC = In House Direct Costs

The total cost to accomplish the Scope of Services for this project is $101,700. The total fixed fee to be invoiced is $13,033. Hanson agrees not to exceed the $101,700 cost without prior notification to the Client.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2018

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	CONTACT NAME: Lori Ruppel Williams	
TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	PHONE (A/C, No, Ext): 217-321-3145	FAX (A/C, No): 217-321-4145
	E-MAIL ADDRESS: lruppel@troxellins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Hanson Professional Services Inc. Dan Rayhill 1525 South 6th Street Springfield IL 62703-2801	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL17121522180 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPP0870038	01/01/2018	01/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CPA0870038	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CPP0870038	01/01/2018	01/01/2019	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC1920351	01/01/2018	01/01/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project: 15L0158F-Dam Repairs Construction Observation PM/JJT
City of Bloomington is additional insured in respects to the general liability per written contract subject to the terms and conditions of the policy.

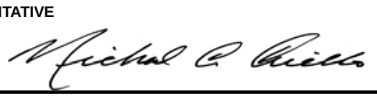
CERTIFICATE HOLDER

City of Bloomington
115 E. Washington Street
P.O. Box 3157
Bloomington IL 61702-3157

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



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2018

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

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

PRODUCER 1-800-527-9049 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 FAX (A/C, No): 866-501-3945 E-MAIL ADDRESS: lbomarito@holmesmurphy.com
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield, IL 62703	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL SPECIALTY INS CO — 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 52340499** **REVISION NUMBER:**

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

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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9920524	01/01/18	01/01/19	Each Claim	10,000,000
	(Claims Made)						Aggregate	10,000,000

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

Project: 15L0158F - Dam Repairs Construction Observation PM/JJT
This policy includes a 30-day notice of cancellation in favor of certificate holder.

CERTIFICATE HOLDER

City of Bloomington

115 E. Washington Street
P.O. Box 3157
Bloomington, IL 61702-3157
USA

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SCHEDULE

Name and mailing address of person(s) or organization(s):

City of Bloomington
115 E. Washington Street
P.O. Box 3157
Bloomington, IL 61702-3157

Number of days notice (other than nonpayment of premium): **30**

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

CITY OF BLOOMINGTON

Evergreen Lake & Lake Bloomington

5,000 2,500 0 5,000 Feet

Lake Bloomington Dam

Evergreen Lake Dam

Comlara Park Dam

Evergreen Lake

Lake Bloomington

Village of Hudson

I-39

Town of Normal

City of Bloomington

CONSENT AGENDA ITEM NO. 9F-D

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Contract with WM. Masters, Inc. in the amount of $199,875.00 for the Lake Evergreen Pump Station Electrical Conversion, City Bid No. 2018-33, as requested by the Water Department.

RECOMMENDATION/MOTION: The attached Contract with WM. Masters, Inc. be approved as the low bid for the Lake Evergreen Pump Station Electrical Conversion in the amount of $199,875.00, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 2. Upgrade City Infrastructure and Facilities. Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Objective 2b. Quality water for the long term. Object 2e. Investing in the City's future through a realistic, funded capital improvement program. Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This project provides for the construction of improvements to replace the existing 2400 volt electrical distribution system, switchgear, motor starters, and related equipment with 480 volt variable speed drives that will connect to the existing 480 volt motor control center in the pump station. The construction will include replacement of components due to failure, end of useful life, age, inefficiencies and safety concerns. The medium voltage motors will be rebuilt to be 480 volt higher efficiency motors. These improvements will reduce maintenance, improve safety for staff maintaining the facility, and improve the capacity of the water supply to the City.

The Water Department budgeted to construct the Lake Evergreen Pump Station Electrical Conversion in FY 2018.

Request for bids for the above-mentioned project were advertised and twenty-one (21) sets of bidding documents were taken by interested parties. Five (5) sealed bids for the project were opened at 2:00 p.m., March 15, 2018. The following is the summary of the bids received, listed from the lowest to the highest. The bid tabulation is attached.

Engineer's Estimate	$492,000.00
Bidders Name	***Base Bid Amount***

*Wm. Masters, Inc.	$199,875.00
Twin City Electric, Inc.	$252,500.00
Anderson Electric, Inc.	$311,750.00
Weber Electric, Inc.	$340,000.00
Bodine Electric of Decatur	$343,140.00

*Recommended, responsible low bidder.

Staff have analyzed the bids and recommend the acceptance of the lowest bid from Wm. Masters, Inc. in the amount of $199,875.00. Staff discussed the disparity between the engineer's estimate and the bids received with the design engineer, Crawford, Murphy & Tilly, and they attributed the difference to their conservative estimate, including a bidding contingency, and a competitive bidding market.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The invitation to bid was published on Thursday, February 6, 2018, in the Pantagraph.

FINANCIAL IMPACT: Funds totaling $500,000.00 are included in the FY 2018 Budget for this project. The payment for these services are budgeted under the Water Purification – Other Capital Improvements account (50100130-72620). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 141, 293, 332, 357 and 358.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Annual operation/maintenance costs are anticipated to be reduced due to the installation of new motors with a lower future replacement cost and the energy efficiency achievable by the operation of the new variable frequency drives.
Respectfully submitted for Council consideration.

Respectfully submitted for Council consideration.

Prepared by: Richard Bernard, P.E., Civil Engineer II, Water Department

Reviewed by: Robert Yehl, PE, Water Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 3B – Evergreen Lake Electrical Conversion Contract
- 3C – Evergreen Lake Electrical Conversion Bid Tabulation
- 3D – Evergreen Lake Electrical Conversion Bid 2018-33 Packet
- 3E – Evergreen Lake Electrical Conversion Location Map

CITY OF BLOOMINGTON
CONTRACT WITH

FOR
Lake Evergreen Pump Station Electrical Conversion

THIS AGREEMENT, dated this 9th day of April, 2018, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Bid #2018-33 Lake Evergreen Pump Station Electrical Conversion (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning ofthe Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Conversion of the Lake Evergreen pump station (electrical conversion)

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

☑ A flat fee of $199,875.00 as set forth in the Procurement Documents.

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

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

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

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

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

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

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

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

Section 12. **Attorney Fees**. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. **Paragraph Headings**. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

CITY OF BLOOMINGTON

By: _____ By: _____

Its City Manager Its_____

ATTEST:

By: _____ By: _____

City Clerk Its_____

CITY OF Bloomington ILLINOIS

CITY CLERK
109 EAST OLIVE STREET
BLOOMINGTON, IL 61702-3157
309.434.2240 tel
309.434.2802 fax

RECORD OF BID OPENING FOR:

BID #2018-33
Lake Evergreen Pump Station Electrical Conversion

DATE: March 15, 2018 **TIME: 2:00 p.m.**

Rec'd Date/Time & Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Addendum #1	Addendum #2	TOTAL BID
3/15/18 11:50am dm	Twin City Electric	Bloomington, IL	✓	✓	✓	✓	✓	$252,500.00
3/15/18 1:09pm dm	Bodine Electric-Decatur	Decatur, IL	✓	✓	✓	✓	✓	$343,140.00
3/15/18 1:27PM dm	Anderson Electric	Bloomington, IL	✓	✓	✓	✓	✓	$311,750.00
3/15/18 1:33pm dm	WM. Masters, Inc.	Bloomington, IL	✓	✓	✓	✓	✓	$199,875.00
3/15/18 1:34pm dm	Weber Electric Inc.	Bloomington, IL	✓	✓	✓	✓	✓	$340,000.00
3/15/18 2:12pm								

WITNESSES:

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award.
Prices or options/alternates will not be included on the tabulation.

INVITATION TO BID

BID #2018-33
Lake Evergreen Pump Station Electrical Conversion

Mailing Address:	Office of the City Clerk City of Bloomington 109 East Olive Street Bloomington, IL 61701
Contact Person(s):	Richard Bernard, P.E. Civil Engineer II – Water Department rbernard@cityblm.org Carla Murillo Procurement Manager cmurillo@cityblm.org 309-434-2277
Bids Due:	**Thursday, March 8, 2018 at 2:00 P.M. Central Time**

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LEGAL NOTICE OF

INVITATION TO BID
CITY OF BLOOMINGTON, ILLINOIS

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Thursday, March 8, 2018 at 2:00 P.M. Central Time,** at which time they will be publicly opened and read for the following:

BID #2018-33
Lake Evergreen Pump Station Electrical Conversion

A MANDATORY pre-bid meeting/site visit will be held on Tuesday, February 20, 2018 at 10:00 a.m. central time, at Water Department located at 603 W. Division Street, Bloomington, Illinois, 61701. Please note this meeting is MANDATORY. Immediately following the Pre-Bid meeting there will be a site visit. This is the only time scheduled for a site visit.

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

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

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

Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award.

Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

Carla Murillo, Procurement Manager

Published **February 6, 2018** Bloomington, Illinois

TERMS AND CONDITIONS FOR BIDDERS

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

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

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

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

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

Richard Bernard P.E., Civil Engineer II, at rbernard@cityblm.org
And
Misty Shafer, Procurement Specialist, at mshafer@cityblm.org or
Fax (309) 434-2874

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

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

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

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

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

BID SUBMISSION: Submit (1) original and (3) copies of the entire bid packet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID OPENING: Telephone/Fax/Verbal Offers Will Not Be Accepted.
Bids shall be publicly opened and read at the time and date set. It is the responsibility of the contractor to see that the bid is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Bids received after the time and date set may be returned unopened to the Contractor. This includes Bids not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the bid opening, sealed bids will be accepted on the next business day of the City, up to the originally scheduled time.

PERFORMANCE BOND & PAYMENT BONDS: The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award. The Performance Bond and Payment Bond shall be duly authorized by a company licensed to do business in the State of Illinois.

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

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

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

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

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

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

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

PREVAILING WAGE: The State of Illinois requires under public works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with the Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the most current monthly prevailing wage rates by County is posted on the Illinois Department of Labor website at https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/2016-Rates.aspx. Note that the Prevailing Wage rates change monthly and it is the contractor's responsibility to ensure the correct wage is paid.

As a prerequisite of awarding construction contracts in excess of $100,000.00, contractor(s) will provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515): Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate for that County and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor. The certified payroll records must include for every worker employed on the public works project, the name, address, telephone number, social security number, job classification, hourly wages paid in each period, number of hours worked each day, and starting and ending time of each work day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT: The successful bidder must be in compliance with the State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed in a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

OSHA REQUIREMENTS: The Occupational Safety and Health Act of 1970 (OSHA), "guarantees workers the right to a safe and healthful workplace." Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to its employees."

There are times when the City must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the City must perform their duties in a manner that is compliant with all State and Federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all State and Federal health and safety laws,

regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency and the Department of Transportation.

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

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

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

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

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

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

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

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

General Liability - $4,000,000 Bodily Injury and Property Damage (Combined Single Limit) with $2,000,000 GL annual aggregate and will include:

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

Workers' Compensation and Employer's Liability –

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

Automobile Liability - $1,000,000 Bodily Injury and Property Damage (CSL)
(Owned, Non-owned and Hired vehicles should be included) and include $10,000 medical pay per passenger.

Umbrella Liability Coverage - $3,000,000 each occurrence, $3,000,000 aggregate
(These limits will be excess over all underlying coverage documents and would be the minimum required). **Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.**

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

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

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

Ron Masters 3-8-18
Print Name & Date

Authorized Signature

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

Ron Masters 3-8-18
Print Name & Date

Authorized Signature

Wm Masters, Inc
Company Name

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

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

Ron Masters 3-8-18
Print Name & Date

Authorized Signature

Wm Masters, Inc
Company Name

LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION

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

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

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

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

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

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

Ron Masters 3-8-18
Print Name & Date

Authorized Signature

Wm Masters, Inc
Company Name

REFERENCES:

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

(1.) Company Name: Illinois State University

Company address: _____

City: Normal State: IL Zip: 61761

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

(2.) Company Name: Bloomington Normal Water Reclamation District

Company address: _____

City: Bloomington State: IL Zip: _____

Company Contact Name or Department: Randy Stein

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

(3.) Company Name: OSF St. Joseph Medical Center

Company address: _____

City: Bloomington State: IL Zip: 61701

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires additional employees in order to perform this contractor any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.

CITY OF BLOOMINGTON

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

To Whom It May Concern:

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

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

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

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

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

Sincerely,

HR Representative
Equal Opportunity Associate

CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION

City of Bloomington
Community Relations Division
109 E. Olive Street
Bloomington, IL 61701
(309) 434-2215 (309) 434-2831 (Fax)

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

Section I. Identification

1. Company Name and Address:

Name: Wm Masters, Inc

D/b/a: _____

Address: 401 Olympia Drive

City/State/Zip: Bloomington, IL 61704

Telephone Number(s) Area Code: 309-662-8481

Check one of the following:

Corporation **Partnership** **Individual Proprietorship** **Limited Liability Corp.**

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

Name: _____

Address: _____

City/State/Zip: _____

3. Major activity of your company (product or service):
Electrical, Plumbing, HVAC

Section II. Policies and Practices

Description of EEO Policies and Practices

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

YES X NO _____

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

Name: Tiffany Masters
Title: _____
Telephone: 309-662-9481

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

YES _____ NO _____ Hiring thru IBEW/Union Contract

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

YES ✓ NO _____

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

YES _____ NO _____ Hiring thru IBEW/Union Contract

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

YES _____ NO _____ Hiring thru IBEW/Union Contract

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

YES ✓ NO _____

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

YES _____ NO ✓

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

YES ✓ NO _____

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

YES ✓ NO _____ Part of Union Contract

Section III. Employment Information

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

B. Job Classifications (See descriptions attached)

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

McLean County

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

Section IV. Certification

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

[signature]	Ron Mastors, President	309-662-8481	3-8-18
Signature:	**Print Name & Title**	**Telephone Number**	**Date**

CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION

CONTRACT COMPLIANCE
WORKFORCE ANALYSIS

Job Categories	Overall Totals		White(Not Of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic of Latino		Asian of Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers	6		6									
Professionals	3		3									
Technicians												
Office & Clerical		8		7		1						
Craft Workers (skilled)	31	1	31	1								
Operatives (semi-skilled)												
Laborers (unskilled)	5		4		1							
Service Workers	16	1	16	1								
TOTAL	61	10	60	9	1	1						

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

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

Date of above: 7 - 2016

Name of person that compiled the above data: Ben Knochel

ORDINANCE NO. 2017 - 51

AN ORDINANCE OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS WITH THE CITY OF BLOOMINGTON

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, "public work", as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT ORDAINED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, last determined and as show on the attached McLean County Prevailing Wage Rates for June 2017, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT ORDAINED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are

not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000; and

BE IT ORDAINED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Ordinance; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT ORDAINED that the City Clerk shall mail a copy of this Ordinance to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT ORDAINED that the City Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois; and

BE IT ORDAINED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Ordinance and that it is the effective prevailing wage determination of this public body.

ADOPTED this 26th day of June, 2017

APPROVED this 27th day of June, 2017

CITY OF BLOOMINGTON
Tari Renner, Mayor

ATTEST
Cherry Lawson, City Clerk

APPROVED AS TO FORM
Jeffery R. Jurgens, Corporate Counsel

Prevailing Wage rates for McLean County effective Sept. 1, 2017												
Trade Title	**Region**	**Type**	**Class**	**Base Wage**	**Fore-man Wage**	**M-F OT**	**OSA**	**OSH**	**H/W**	**Pension**	**Vacation**	**Training**
ASBESTOS ABT-GEN	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
ASBESTOS ABT-GEN	ALL	HWY		33.04	33.59	1.5	1.5	2	7.80	14.20	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		32.78	35.28	1.5	1.5	2	12.12	11.70	0.00	0.72
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40
BRICK MASON	ALL	BLD		30.57	32.07	1.5	1.5	2	9.40	13.02	0.00	0.79
CARPENTER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
CARPENTER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
CEMENT MASON	ALL	ALL		32.12	33.12	1.5	1.5	2	6.30	15.32	0.00	0.60
CERAMIC TILE FNSHER	ALL	BLD		30.86	30.86	1.5	1.5	2	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		36.00	39.60	1.5	1.5	2	7.06	10.79	0.00	1.00
ELECTRONIC SYS TECH	ALL	BLD		30.97	32.97	1.5	1.5	2	6.95	8.63	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
FENCE ERECTOR	E	ALL		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
GLAZIER	ALL	BLD		34.87	34.87	1.5	1.5	1.5	10.50	7.70	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		43.70	46.20	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		32.61	34.51	1.5	1.5	2	10.64	11.67	0.00	0.90
IRON WORKER	W	BLD		32.41	34.31	1.5	1.5	2	10.66	15.47	0.00	0.54
IRON WORKER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
LABORER	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
LABORER	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LABORER, SKILLED	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80

LABORER, SKILLED	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LATHER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
MACHINERY MOVER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
MARBLE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
MILLWRIGHT	ALL	BLD		31.74	33.99	1.5	1.5	2	8.45	17.79	0.00	0.54
MILLWRIGHT	ALL	HWY		33.59	35.33	1.5	1.5	2	8.20	16.95	0.00	0.52
OPERATING ENGINEER	ALL	BLD	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
PAINTER	ALL	ALL		35.35	37.35	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	BLD		33.00	35.25	1.5	1.5	2	8.45	17.10	0.00	0.54
PILEDRIVER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
PIPEFITTER	ALL	BLD		41.85	45.89	1.5	1.5	2	7.10	12.15	0.00	1.55
PLASTERER	ALL	BLD		30.00	32.00	1.5	1.5	2	8.40	17.74	0.00	0.80
PLUMBER	ALL	BLD		41.85	46.04	1.5	1.5	2	7.10	12.15	0.00	1.55
ROOFER	ALL	BLD		31.00	32.55	1.5	1.5	2	9.00	9.20	0.00	0.30
SHEETMETAL WORKER	ALL	BLD		32.75	34.39	1.5	1.5	2	9.37	16.46	0.00	0.80
SIGN HANGER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STEEL ERECTOR	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
TERRAZZO FINISHER	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
TERRAZZO MASON	ALL	BLD		32.61	32.61	1.5	1.5	2	9.40	10.57	0.00	0.78
TILE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
TRUCK DRIVER	ALL	O&C	1	28.02	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	2	28.43	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25

TRUCK DRIVER	ALL	O&C	3	28.62	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	28.88	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	29.64	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	N	ALL	1	37.91	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	2	38.06	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	3	38.26	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	4	38.46	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	S	ALL	1	36.15	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	2	36.67	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	3	36.91	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	4	37.25	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	5	38.23	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OSA Overtime pay required for every hour worked on Saturdays
OSH Overtime pay required for every hour worked on Sundays and Holidays
H/W Health/Welfare benefit

Explanations MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which

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

ITEM NUMBER & NAME	SECTION #	VARIANCE
NA		

BID FORM

BID #2018-33
Lake Evergreen Pump Station Electrical Conversion

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

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

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

Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2017-51 is acknowledged.

DESCRIPTION	**AMOUNT**
TOTAL LUMP SUM BID AMOUNT	$199,875.00

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

Wm Masters, Inc
Firm

Authorized Signature

401 Olympian Drive
Address

Bloomington IL 61704
City State Zip

309-662-8481
Phone Number

3-8-18
Date

Email Address: ronmasters@wmmastersinc.com

BID CHECKLIST:

1. Return the ***entire*** packet – not just your response

2. Sign and Attach all addenda if any were issued

3. Sign and date all required forms

4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.

5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due

6. Your (1) original and (3) required copies

7. Bid Bond

8. Anything relative to this bid

TENTATIVE BID SCHEDULE:

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

Action	Due Date	Due Time
BID Released	**Tuesday, February 6, 2018**	**N/A**
Pre-Bid / Site Visit	**Tuesday, February 20, 2018**	**10:00 A.M. Central Time**
Questions Due to City	**Friday, February 23, 2018**	**3:00 P.M. Central Time**
Response from City	**Thursday, March 1, 2018**	**4:00 P.M. Central Time**
BIDS Due	**Thursday, March 8, 2018**	**2:00 P.M. Central Time**
Anticipated Award Date	**Monday, April 9, 2018**	**N/A**

B. Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes. Submit questions regarding the bid in writing to Richard Bernard, Civil Engineer II, at rbernard@cityblm.org **and** Misty Shafer, Procurement Specialist, at mshafer@cityblm.org **no later than 3:00 P.M., Central Time, on Friday, February 23, 2018.**

CITY OF BLOOMINGTON
CONTRACT WITH

FOR
Lake Evergreen Pump Station Electrical Conversion

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

NOW THEREFORE, the parties agree as follows:

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

Section 2. **Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage.** This work was subject to the following procurement initiative by the CITY: Bid #2018-33 Lake Evergreen Pump Station Electrical Conversion (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning ofthe Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

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

_____

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

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

☐ Fees as set forth in the Procurement Documents.

Section 5. **Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

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

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

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

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

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

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

Section 12. **Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its_____

ATTEST:

By: _____
City Clerk

By: _____
Its_____

CITY OF BLOOMINGTON
BLOOMINGTON, ILLINOIS

BIDDING DOCUMENTS,
CONTRACT DOCUMENTS,
AND SPECIFICATIONS

FOR THE

LAKE EVERGREEN PUMP STATION
ELECTRICAL CONVERSION

January 2018

VOLUME 1 OF 1

BIDDING AND CONTRACTING REQUIREMENTS
DIVISION 01 THROUGH DIVISION 16 Specifications

Prepared by:

Crawford, Murphy & Tilly, Inc.
2750 West Washington Street
Springfield, Illinois 62702-3465

CMT 17001-03

CITY OF BLOOMINGTON, ILLINOIS
LAKE EVERGREEN PUMP STATION
ELECTRICAL CONVERSION

MECHANICAL	ELECTRICAL
LICENSED PROFESSIONAL ENGINEER HENRY E. CRAMER 062-049776 STATE OF ILLINOIS DATE 1-24-18 EXP 11-30-19	LICENSED PROFESSIONAL ENGINEER LOUIS D. WELLER 062-054095 STATE OF ILLINOIS DATE 01.24.2018 EXP 11.30.2019

CITY OF BLOOMINGTON
LAKE EVERGREEN PUMP STATION
ELECTRICAL CONVERSION

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CITY OF BLOOMINGTON
LAKE EVERGREEN PUMP STATION ELECTRICAL CONVERSION

BIDDING REQUIREMENTS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Bidder – One who submits a Bid directly to OWNER as distinct from a sub-bidder, who submits a Bid to a Bidder.

B. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents as listed in the Table of Contents of the Project Manual (including all Addenda issued prior to the opening of Bids).

C. *Bidding Requirements* – The Advertisement to Bid, Instructions to Bidders, Bid security form (if any), the Bid Form with any Bid Form Supplements, and all other documents listed under Bidding Requirements in the Table of Contents of the Project Manual.

D. *Successful Bidder* -- The low, responsive, responsible Bidder.

E. The terms *Bid* or *Proposal* as used herein are interchangeable.

F. The terms *Work* and *Project* as used herein are interchangeable.

G. *Responsible Bid* -- A Bid that demonstrates the apparent ability of the Bidder to successfully meet all the requirements specified in the Bidding Documents.

H. *Responsible Bidder* -- A Bidder submitting a Responsible Bid.

I. *Responsive Bid* -- A Bid that complies with all meaningful or material aspects of the Bidding Documents. The Bid must constitute a definite and unqualified offer to meet the material requirements of the Bidding Documents including any terms that affect price, quality, quantity or time of delivery, or are clearly identified in the Bidding Documents to be complied with at the risk of Bid rejection for non-responsiveness.

J. *Responsive Bidder* -- A Bidder submitting a Responsive Bid.

K. *Issuing Office* – The office from which the Bidding Documents are to be issued. For this project the Issuing Office is the Owner: City of Bloomington City Clerk's Office, City Hall, 109 East Olive Street, Bloomington, IL 61701.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Owner in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) all requirements for completing bid forms as described in the City of Bloomington Terms and Conditions for Bidders (b) written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
   a. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
   b. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
   c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
   d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical

conditions appear in Paragraphs 5.04 of the General Conditions and SC5.03 and SC 5.05 of the Supplementary Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph SC5.06 of the Supplementary Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall attend the required Site visit during the mandatory Pre-Bid meeting, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions, see SC7.12 of the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the City of Bloomington Terms and Conditions for Bidders and the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Attendance at the pre-Bid conference is mandatory. Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner per the City of Bloomington Terms and Conditions for Bidders.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 Each Bid must be accompanied by Bid Security made payable to the Owner in the amount and in the form stated in the City of Bloomington Terms and Conditions for Bidders.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Bid Form.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Bid Form and Supplementary Conditions.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the City of Bloomington Terms and Conditions for Bidders and the Bidding Documents.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.02 The apparent Successful Bidder, and any other Bidder so requested, shall make submittals to the Owner per the City of Bloomington Terms and Conditions for Bidders to allow for review of the Bid.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The address for receiving notices of the partnership shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the address for receiving notices of the firm shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The address for receiving notices of the joint venture shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 Bids shall be submitted at the time and location as indicated in the City of Bloomington Invitation to Bid and the Terms and Conditions for Bidders.

15.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 Modification and/or withdrawal of a bid shall be done in accordance with the City of Bloomington Terms and Conditions for Bidders.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly as detailed in the City of Bloomington Terms and Conditions for Bidders

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. Bids shall be evaluated by the Owner as described in the City of Bloomington Terms and Conditions for Bidders.

B. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

C. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions and the City of Bloomington Terms and Conditions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

19.06 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Bonds and Insurance shall be as described in the City of Bloomington Terms and Conditions for Bidders.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from federal excise and Illinois state sales taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 23 – CONFLICT OF BIDDING DOCUMENTS

23.01 If a there is a conflict in the Bidding and Contracting Documents, the City of Bloomington's Terms and Conditions for Bidders shall prevail.

ARTICLE 24 – WAGE RATE REQUIREMENTS

24.01 This Project is subject to the Prevailing Wage Act, 820 ILCS 120/.01 et seq., except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. All Bidders rendering service related to this bid must comply with the Act.

24.02 No less than the prevailing rate of wages as determined by the Department of Labor, or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract. Contractor and all Subcontractors engaged in any part of the Project will be required to comply with the prevailing wage rate requirements and the cost of doing so must be included in the Bid as no extra payment on account of this provision of law will be allowed. The Department of Labor publishes the prevailing wage rates on its website.

24.03 If the Department of Labor revises prevailing wage rates, the revised prevailing wage rates on the Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals to ensure timely payment of current wage rates. The Contractor agrees no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

24.04 Provide certified payrolls to the Owner each month to demonstrate compliance.

ARTICLE 25 – SUBSTANCE ABUSE PREVENTION PROGRAM

25.01 This project is subject to the Illinois P.A. 095-0635, Substance Abuse Prevention on Public Works Projects Act requires that all Contractors and Subcontractors have a written Substance Abuse Prevention Program, or collective bargaining agreement, in effect that includes a Substance Abuse Prevention Program. Submit a copy of the Substance Abuse Prevention Program or collective bargaining agreement with the governing body, along with a cover letter certifying that their program meets the requirements of the Act, or, as an alternative, use Certificate 00 62 07 from these Specifications. The requirement applies to Contractors and Subcontractors.

25.02 The Contractor will provide all necessary documentation at the time of the preconstruction meeting.

ARTICLE 26 – EMPLOYMENT OF ILLINOIS WORKERS

26.01 Comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this project.

26.02 Provide signed certification of compliance (Certificate 00 62 08) with the bid.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Bloomington City Hall, Office of City Clerk

109 East Olive Street, Bloomington, IL 61701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the City of Bloomington Terms and Conditions for Bidders to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the City of Bloomington Terms and Conditions for Bidders and the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the Terms and Conditions included in the City of Bloomington Legal Notice of Invitation to Bid and the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	2-26-18
2	3-8-18

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to

establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Amount $ 199,875.

In writing One Hundred Ninety Nine Thousand Eight Hundred Seventy Five

(Payment under Total Lump Bid Amount shall include all contract Work including allowances)

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in this Article 6.

6.02 Bidder accepts the provisions of the Agreement and Supplementary Conditions as to liquidated damages.

6.03 Contract Times:

A. All time limits for Milestones, as described below, Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are will be subject Liquated Damages.

B. Contractor shall remove motor at Pump 1 and transport to motor shop for rebuilding after receiving written authorization to proceed with motor removal from Owner, Contractor shall submit request for authorization to Owner and Engineer for motor removal to commence on or after September 1, 2018. Request shall include written confirmation of dates for on-site delivery of all equipment and materials scheduled to occur on or before October 1, 2018.

C. Prior to commencing any demolition work on the site, the Contractor shall have all shop drawings approved, all materials and equipment delivered and properly stored on site, rebuilt motor for Pump 1 delivered and properly stored on site, and coordinate an inspection of all equipment and materials with the Owner and Engineer. Written authorization to close the site to public access and commence demolition activities shall be based on the acceptability to Owner and Engineer of materials and equipment stored on site and inspected and obtained from the Owner prior to October 1, 2018.

D. Contractor shall coordinate a pre-demolition meeting at least 15 days prior to beginning selective demolition of electrical equipment with the Owner and Engineer.

E. Complete installation of rebuilt motors, electrical and HVAC equipment and complete startup by December 1, 2018.

F. The Work will be substantially completed on or before December 1, 2018 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before January 15, 2019.

6.04 Liquidated Damages

Contractor and Owner recognize that time is of the essence as stated in Paragraph 6.03 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 6.03 and 6.04 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in

proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the amounts stipulated in the Supplementary Conditions.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. 00410 Bid Form

B. 00430 Bid Bond (or other Bid Security)

C. 00435 Proposed Product Substitutions (if any)

D. 00436 Proposed Subcontractors

E. 00451 Qualifications Statement

F. 00452 Affidavit of Experience

G. 00454 Bidders Certification

H. 00455 Non-Collusion Affidavit

I. Gift Ban Act Certification

J. Vendor compliance with Public Act 85-1295 Certification

K. Insurance Certification

L. Local Preference Purchasing Policy Certification

M. References

N. Equal Opportunity Report Form or an Equal Opportunity Plan

O. Bid Form Certification

P. Signed Addenda

Q. Certification of Insurance

R. Substance Abuse Prevention Program Certificate

S. Employment of Illinois Workers on Public Works Act Certificate

T. Other documents as required by the City of Bloomington Terms and Conditions for Bidders

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Wm Masters, Inc

By:
[Signature] [signature]

[Printed name] Ron Masters
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Becky Smith

[Printed name] Accounting Manager Becky Smith

Title: Accounting Manager

Submittal Date: 3-8-18

Address for giving notices:

Wm Masters, Inc.
401 Olympia Drive
Bloomington, IL 61704

Telephone Number: 309-662-8481

Fax Number: 309-664-5285

Contact Name and e-mail address: Ron Masters
ronmasters@wmmastersinc.com

Bidder's License No.: NA
(where applicable)

Bid Bond Attached

BIDDING REQUIREMENTS
Document 00430 – Bid Bond

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*: City of Bloomington, 109 East Olive Street, Bloomington, IL 61701

BID

Bid Due Date:
Description *(Project Name— Include Location)*: Lake Evergreen Pump Station, Electrical Conversion, Bloomington, IL

BOND

Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

1.01 The Total Base Bid Amount includes only those products specified in the Bidding Documents. Following is a list of substitute products which Bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Total Bid Amount.

1.02 Bidder understands that the acceptance of any proposed substitution is at the Owner's option. Approval or rejection of any substitutions listed below will be indicated after executing the Contract.

1.03 PRODUCT SUBSTITUTION LIST

MANUFACTURER'S NAME AND PRODUCT	ADD	DEDUCT
N/A		

1.04 Bidder's proposal shall be in accordance with the provisions of Section 01630 - Product Substitution Procedures.

1.05 EVALUATION

A. Contract award will be made in accordance with Instructions to Bidders. Only the successful Bidder's Proposed Product Substitution List will be evaluated.

1.06 SIGNATURE OF BIDDER

_____
Individual or Corporate Name

By _____

Address _____

_____

END OF DOCUMENT

1.01 The following information gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the Bidder is awarded the Contract. No subcontractor doing work in excess of ten percent (10%) of the total amount of the bid and who is not listed shall be used.

A. Type of Work: Mechanical (HVAC)

Dollar Value of Work: $38,500

Name: Wm Masters, Inc

Address: 401 Olympia Dr (Street) Bloomington (City)

B. Type of Work: Electrical

Dollar Value of Work: $128,345

Name: Wm Masters, Inc

Address: 401 Olympia Dr. (Street) Bloomington (City)

C. Type of Work: Mechanical (Pump Motor Refurbish)

Dollar Value of Work: $33,030

Name: Bodine Electric

Address: _____ (Street) _____ (City)

D. Type of Work: _____

Dollar Value of Work: _____

Name: _____

Address: _____ (Street) _____ (City)

E. Type of Work: _____

Dollar Value of Work: _____

Name: _____

Address: _____
Street City

F. Type of Work: _____

Dollar Value of Work: _____

Name: _____

Address: _____
Street City

G. Type of Work: _____

Dollar Value of Work: _____

Name: _____

Address: _____
Street City

1.02 SIGNATURE OF BIDDER

Wm Masters, Inc
Individual or Corporate Name

By _____
(Signature of Authorized Individual)

Ron Masters
(Name of Authorized Individual)

Address 401 Olympia Drive
Bloomington, IL 61704

END OF DOCUMENT

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: Wm Masters, Inc

   Address: 401 Olympia Drive
   Bloomington, IL 61704

2. **SUBMITTED TO:** Crawford, Murphy & Tilly

3. **SUBMITTED FOR:**

   Owner: City of Bloomington

   Project Name: Lake Evergreen Pump Station
   Electrical Conversion

   TYPE OF WORK: Electrical

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Ron Masters

   Title: President

   Phone: 309-662-8451

   Email: ronmasters@WmMastersInc.com

5. **AFFILIATED COMPANIES:**

Name: NA

Address: _____

_____

_____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☒ CORPORATION

State of Organization: Illinois

Date of Organization: 1996

Executive Officers:

- President: Ron Masters
- Vice President(s): _____

_____

_____

- Treasurer: Aaron Masters
- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: —

Minority Business Enterprise: —

Woman Owned Enterprise: —

Small Business Enterprise: —

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Travelers

Address: Hartford, Conn 06183

Bonding Agent: Snyder Insurance

Address: Bloomington, IL 61701

Contact Name: Marlene Shepherd

Phone: _____

Aggregate Bonding Capacity: $12,000,000

Available Bonding Capacity as of date of this submittal: $11,000,000

10. **RESERVED**

11. **CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. **SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Tiffany Masters

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total

amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2017	EMR	0.80
YEAR	2016	EMR	0.97
YEAR	2015	EMR	1.20
YEAR	2014	EMR	1.03
YEAR	2013	EMR	1.02

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2017	TRFR	0
YEAR	2016	TRFR	7.5
YEAR	2015	TRFR	2.27
YEAR	2014	TRFR	
YEAR	2013	TRFR	

Total number of man-hours worked for the last 5 Years:

YEAR	2017	TOTAL NUMBER OF MAN-HOURS	62438
YEAR	2016	TOTAL NUMBER OF MAN-HOURS	79950
YEAR	2015	TOTAL NUMBER OF MAN-HOURS	176547
YEAR	2014	TOTAL NUMBER OF MAN-HOURS	
YEAR		TOTAL NUMBER OF MAN-HOURS	

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2017	DART	0
YEAR	2016	DART	8
YEAR	2015	DART	0
YEAR		DART	
YEAR		DART	

13. **EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Wm Mastors, Inc

BY: [signature]

TITLE: President

DATED: 3-8-18

NOTARY ATTEST: Becky Smith

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 15th DAY OF March, 2018

OFFICIAL SEAL
BECKY R SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires Aug. 15, 2018

NOTARY PUBLIC - STATE OF Illinois

MY COMMISSION EXPIRES: 8/15/18

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
ISU Julian Hall Data Center	Name: Brady Mann Address: Normal Telephone: 309-438-8382	Name: expus services Company: Chicago, IL Telephone:	11-2-17	Electrical	on-going	$109,000
OSF MOB	Name: OSF Hoerr Address: Peoria Telephone: 309-688-7867	Name: Keith Engineering Company: Peoria Telephone: 309-838-4005	11-1-17	Electrical	on-going	$396,000
Deer Park Sports Complex	Name: Dave Demmin Address: Telephone: 309-694-3120	Name: Farnsworth Company: Telephone:	1-10-18	Electrical	on-going	
ISU Watterson Commons Dining	Name: Brian Emmert Address: Telephone: 309-438-8604	Name: Cordogan Clark Company: + Assoc. Telephone:	5-12-17	Electrical	on-going	$524,000
Minonk Waste Water Treatment Plant	Name: Town of Address: Minonk Telephone:	Name: Farnsworth Company: Group Telephone:	5-1-17	Electrical	on-going	$159,000
Town of Normal well #32	Name: Town of Address: Normal Telephone:	Name: Clark Dietz Company: Champaign Telephone:	8-1-17	Electrical	on-going	$36,000
State Farm Atrium	Name: State Farm Address: Telephone:	Name: Shive Company: Hattery Telephone:	6-1-17	Electrical	on-going	$1,022,000

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Bloomington Health and Wellness	Name: PJ Hoeer Address: Peoria Telephone:	Name: Farnsworth Company: Cresap Telephone:	5-2015	Electrical HVAC	Complet	$3,600,000
Bloomington Wastewater Reclamation surge Gate	Name: BWRD Address: Telephone:	Name: Farnsworth Company: Cresap Telephone: 663-8435	2-2016	Electric	Done	$17,000
Car Max	Name: Seth Daniels Address: Telephone: 410-255-8000	Name: Cleveland Company: Construction Telephone:	9-2015	Electric	Done	$494,000
Carlock water Treatment Plant	Name: Carlock Address: Telephone:	Name: Crawford Company: Murphy Telephone: # Tilly	7-13	Electric	Done	$175,000
Danvers water Treatment Plant	Name: Leander Address: Construction Telephone:	Name: MSA Company: Professional Telephone: Services	11-14	Electric	Done	$226,000
Fresh Thyme	Name: Lauth Address: Construction Telephone:	Name: Lauth Company: Construction Telephone:	1-17	Electric	Done	$343,000
HyVee	Name: HyVee Address: Construction Telephone:	Name: HyVee Company: Construction Telephone:	6-14	Electric HVAC	Done	$1,500,000

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
ESU SE chilled water	Name: ESU Address: Telephone:	Name: Farnsworth Company: Group Telephone:	12-16	Electric	Done	$54,000
Millenium Pain Center	Name: Johnson Address: Contractors Telephone:	Name: Klingner Company: Associates Telephone:	7-16	Electric	Done	$204,000
OSF chiller #3	Name: PJ Hoerr Address: Telephone:	Name: Farnsworth Company: Telephone:	8-15	Electric	Done	$69,000
Town of Normal Pump Station Generator	Name: Town of Normal Address: Telephone:	Name: Crawford Company: Murphy Telephone: & Tilly	6-17	Electric	Done	$75,000
Heartland Readiness Center	Name: River City Address: Construction Telephone:	Name: Burns and Company: McDonnell Telephone: Engineering	9-12	Electric	Done	$1,142,000
CERA Passenger Bridges	Name: JBT Address: Corporation Telephone:	Name: Crawford Company: Murphy Telephone: Tilly	5-12	Electric	Done	$155,000
State Farm Heritage Build Out	Name: State Farm Address: Telephone:	Name: State Farm Company: Facilities Telephone: Management	8-17	Electric	Done	$43,000

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
N/A			

BIDDING REQUIREMENTS
Document 00452 - Affidavit of Experience

(This Affidavit must be executed)

STATE OF Illinois)
ss
COUNTY OF Mclean)

_____ being duly sworn,

says that he is President, of
(Sole Owner, Member of Firm, Corporate Official)

Wm Masters, Inc which
(Individual, Firm or Corporate Name)

has done work for the following parties of the general kind and approximate magnitude required under this contract:

BNORD pump work
ISU chilled water

an that Wm Masters, Inc owns or has available for
(He, Said Firm Said Corporation)
immediate use on the proposed work the following plant and equipment:

NA

and that Todd Keller will be assigned to the work under
(Name of Superintendent)
this contract, and that his experience in this kind of work is as follows:

33 years as Electrician, Foreman, Superintendent

Signature _____

Subscribed and sworn to before me this 15th day of March A.D. 20 18.

Becky Smith (SEAL)
Notary Public

OFFICIAL SEAL
BECKY R SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires Aug. 15, 2018

END OF DOCUMENT

BIDDING REQUIREMENTS
Document 00454 – Bidder's Certification

IN COMPLIANCE WITH ARTICLE 33E TO THE "CRIMINAL CODE OF 1961"

I Ron Masters, do hereby certify that:
Name

1. I am President of the Wm Masters, Inc
Position Firm

and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961".

Name of Firm Wm Masters, Inc

Signature

Title President

Date 3-8-18

Corporate Seal (where appropriate)

On this 15th day of March 2018,

before me appeared (Name) Ron masters
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did

state that he or she was properly authorized by (Name of Firm) Wm. Masters Inc.

to execute the affidavit and did so as his or her free act and deed.

Notary Public Becky Smith Commission Expires 8/15/18

Notary Seal

OFFICIAL SEAL
BECKY R SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires Aug. 15, 2018

END OF DOCUMENT

(This Affidavit must be executed)

STATE OF Illinois)
) SS
COUNTY OF McLean)

Ron Meiers

being first duly sworn, deposes and says that he is President

(Sole Owner, a Partner, President, Secretary, etc.) of Wm Meiers, Inc

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Subscribed and sworn to before me this 15th day of March, 20 18.

Becky Smith
Notary Public

My Commission Expires: 8/15/18

OFFICIAL SEAL
BECKY R SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires Aug. 15, 2018

END OF DOCUMENT

CITY OF Bloomington ILLINOIS

ADDENDUM NUMBER 1: February 26, 2018

BID #2018-33
Lake Evergreen Pump Station Electrical Conversion

1. **The following is the revised tentative schedule for Bid #2018-33 Lake Evergreen Pump Station Electrical Conversion:**

Action	Due Date	Due Time
Second Site Visit	Friday, March 2, 2018	10:00 A.M. Central Time
Questions Due to City	Tuesday, March 6, 2018	3:00 P.M. Central Time
Response from City	Thursday, March 8, 2018	4:00 P.M. Central Time
BIDS Due	Thursday, March 15, 2018	2:00 P.M. Central Time
Anticipated Award Date	Monday, April 9, 2018	N/A

2. **The City of Bloomington is offering another site visit on Friday, March 2, 2018 at 10:00 A.M. The location of the pump station is as follows:**
Evergreen Lake pump station is located on County Road 2500 North about 1.9 miles west of Exit 8 for IL-251 (Kappa / Lake Bloomington) on I-39 North. Exhibit A consists of a PDF of the directions to the pump station.

3. **Can we set up another site visit?**
Please see above.

4. **Could we have the questions date extended?**
Please see above.

5. **Is the cost of the pump re-wind included in the price?**
Yes

6. **Do the specifications give a vendor to take the re-wind work to?**
No, the contractor can choose a vendor.

7. **In regards to the RTU for this project. The entering air temp calls for 95/75 – 100% outside air, but there is a return duct shown on the drawings inside the building. Which configuration are we using?**
Packaged Air Conditioning Unit AHU-1 is not specified to be 100% outside air. Refer to Section 15732, Paragraph 2.01.C.

8. **Pre BID Meeting & Site Visit Notes:**

Carla Murillo called the February 20, 2018 meeting to order at 10:00 a.m. at the Division Street Water Department Conference Room. She then identified the project name & purpose of the meeting. A summary of the project bidding schedule was read.

a. Questions to City date & time; city is not obligated to respond to any questions asked after this date & time
b. Response to questions in the form of an addendum date & time
c. Bid opening location, date & time

The meeting was turned over to Richard Bernard, P.E., Water Department Engineer. He introduced himself and Aaron Kinder, Mechanical Maintenance Superintendent. He then briefly reviewed the criticality of the project for the City of Bloomington and that maintaining continuous operation of the Evergreen Lake pumping facility is essential to operation of the water supply. He went through a few key contract milestone dates that are listed in Article 6 of the Bid Form and then entertained questions and comments.

Mr. Bernard noted that directions to the Evergreen Lake pump station had been placed on the tables at each seat and adjourned the meeting to the pump station for the site visit.

Wm Masters, Inc
Firm

Authorized Signature

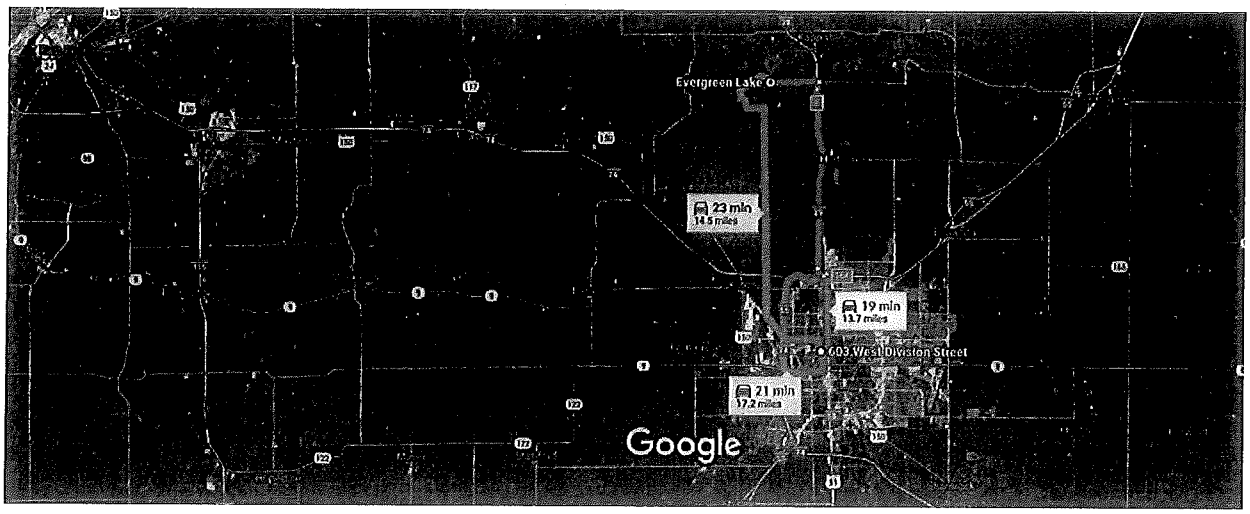
2-26-2018
Date

PLEASE NOTE: Failure to return the signed addendum with your sealed bid may result in disqualification.

Misty Shafer, Procurement Specialist 2/26/18

EXHIBIT A

Google Maps 603 W Division St, Bloomington, IL 61701 to Evergreen Lake, Illinois 61748 Drive 13.7 miles, 19 min



Imagery ©2018 TerraMetrics, Map data ©2018 Google 2 mi

603 W Division St
Bloomington, IL 61701

1. Head east on W Division St toward N Lee St — 0.3 mi
2. Turn left onto S Main St — 3.1 mi
3. Turn right onto the Interstate 55 S ramp to Saint Louis — 0.4 mi
4. Keep right at the fork to continue on Exit 164, follow signs for I-39/US-51 N/Rockford — 0.4 mi
5. Continue onto I-39 N/US-51 N — 7.2 mi
6. Take exit 8 for IL-251 toward Kappa/Lake Bloomington Rd — 0.3 mi
7. Turn left onto E 2500 North Rd — 1.9 mi
   - Destination will be on the left

Evergreen Lake
Illinois 61748

CITY OF Bloomington ILLINOIS

ADDENDUM NUMBER 2: March 8, 2018

BID #2018-33
Lake Evergreen Pump Station Electrical Conversion

1. **Will the City of Bloomington require a permit?**
   Yes. Contact City of Bloomington Planning and Code Enforcement, Building Safety Division for specific permit information.

2. **What is the cost of the permit(s)?**
   Permit fees are waived for this project.

3. **Does the permit(s) need to be included in bid?**
   No.

4. **Is there a contact person for the serving utility company that is coordinating this project?**
   We do not have a specific contact for this project.

5. **Is there a company holding a bond on the roof?**
   There are no records available that identify any current bond or warranty on the roofing system at the pump station. Based on the age of the system, a previously held bond or warranty would likely have expired.

6. **Does the City happen to have a weight on the Ideal 250hp vertical motor? DO you know the bearing numbers for the Ideal 250hp vertical motor?**
   The weight of the 250 Hp Ideal vertical motor at Pump #2 is not listed in the operation and maintenance data that was submitted for the original installation of the pump in 1968. This operation and maintenance data indicated one (1) #6222 bearing and one (1) #29326 for the motor identified as S.O. 270079-080, AT, Open Dripproof, Vertical, Hollow Shaft, Squirrel Cage Induction Motor, 250 HP, and Frame V-1683. The City of Bloomington has not verified the actual bearing numbers, type, or quantity for this motor and offers this information for reference only to the information provided at the time of the original installation of the pump in 1968.

Wm Mastors, Inc
Firm

Authorized Signature

3/8/2018
Date

PLEASE NOTE: Failure to return the signed addendum with your sealed bid may result in disqualification.

Misty Shafer, Procurement Specialist 3/8/18

BID BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Wm. Masters, Inc., 401 Olympia Dr., Bloomington IL 61704, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Bloomington, as Obligee, in the sum of Five per cent of attched bid Dollars ($5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Evergreen Lake pump station electrical converstion ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 3rd day of March, 2018.

Wm. Masters, Inc.
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____
Marlene J. Shepherd, Attorney-in-Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

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

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

Attorney-In Fact No. 229742

Certificate No. 006839148

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

Marlene J. Shepherd, Sandra K. Kirby, Charles B. Farner, Cheryl A. Reeser, Mary Lynn Bartolomucci, Nichole Jones, Sara Marshky, and Kimberly S. Harris

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of June, 2016.

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

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

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 23rd day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

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

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

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

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

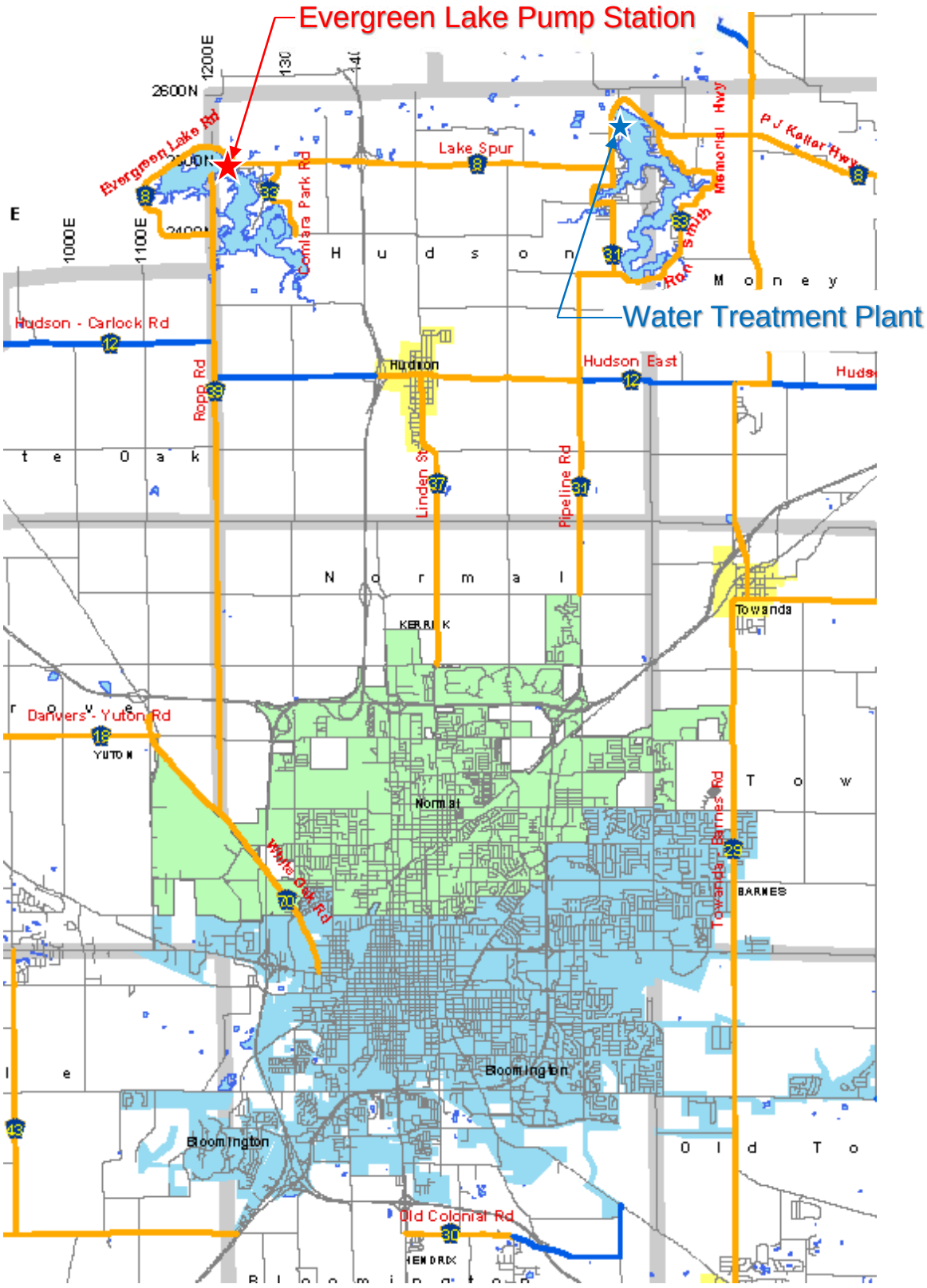
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8 day of March, 20 18.

Kevin E. Hughes, Assistant Secretary

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

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

CITY OF Bloomington ILLINOIS



REGULAR AGENDA ITEM NO. 9F-E

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: A Contract with George Gildner, Inc., in the amount of $787,875.00, for the Water Main Replacement at Lake Bloomington (City Bid No. 2018-32), as requested by the Water Department.

RECOMMENDATION/MOTION: The attached Contract with George Gildner, Inc. be approved as the low bid for the Water Main Replacement at Lake Bloomington in the amount of $787,875.00, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Objective 2b. Quality Water for the Long Term. Objective 2e. Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: To maintain the City's complex water system, the water main replacement program prioritizes those mains that are most likely to require attention. The Department performs a risk assessment for water mains that includes various likelihood and consequence of failure factors. These factors, which determine relative risk, are used to determine capital water main projects included in the Department's capital plan. The Water Department analysis indicates that the water main at Lake Bloomington in the specific area needs to be replaced. The Water Department hired Clark Dietz, Inc., to prepare the design documents for the water main replacement.

The Water Department budgeted to replace the water main at Lake Bloomington with a new 8" ductile iron water main in FY 2018.

Request for bids for the above-mentioned project were advertised and sixteen (16) plan sets were picked up by interested contractors. Five (5) sealed bids for the project were opened at 11:00 A.M., March 20, 2018. The following is the summary of the bids received, listed from the lowest to the highest. The bid tabulation is attached.

Engineer's Estimate	$1,350,000.00
Bidders Name	***Base Bid Amount***

*George Gildner, Inc.	$787,875.00
Stark Excavating	$865,620.00
Hoerr Construction	$1,185,608.00
G.A. Rich and Sons Inc.	$1,304,640.92
Mid-Illinois Mechanical, Inc.	$1,630,757.00

*Recommended, responsible low bidder.

Staff and the design engineering firm, Clark Dietz Inc., have analyzed the bids and recommend the acceptance of the lowest bid from George Gildner, Inc. in the amount of $787,875.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The invitation to bid was published on Thursday, February 15, 2018, in the Pantagraph.

FINANCIAL IMPACT: Funds totaling $787,875.00 are included in the FY 2018 Budget for this project. The payment for these services are budgeted under the Water Transmission & Distribution-Water Main Construction account (50100120-72540). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 136, 293, 331, 343 and 344.

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Superintendent of Water Distribution

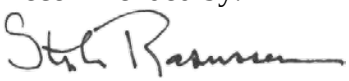
Reviewed by: Robert Yehl, PE, Water Director

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1B – Lake Bloomington Contract
- 1C – Lake Bloomington Bid Tabulation
- 1D – Lake Bloomington Bid 2018-32 Packet
- 1E – Lake Bloomington Location Map

CITY OF BLOOMINGTON
CONTRACT WITH

FOR
Lake Bloomington Water Main Replacement

THIS AGREEMENT, dated this 9th day of April, 2018, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Bid #2018-32 Lake Bloomington Water Main Replacement (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning ofthe Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

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

_____

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

☑ A flat fee of $787,875.00 as set forth in the Procurement Documents.

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

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

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

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

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

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

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

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

Section 12. **Attorney Fees**. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. **Paragraph Headings**. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

CITY OF BLOOMINGTON

By: _____ By: _____

Its City Manager Its_____

ATTEST:

By: _____ By: _____

City Clerk Its_____

CITY OF Bloomington ILLINOIS

CITY CLERK
109 EAST OLIVE STREET
BLOOMINGTON, IL 61702-3157
309.434.2240 tel
309.434.2802 fax

RECORD OF BID OPENING FOR:

BID #2018-32
Lake Bloomington Water Main Replacement

DATE: March 20, 2018 **TIME: 11:00 a.m.**

Rec'd Date & Time and Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Addendum #1	Bid Bond	Base Bid Total	Additive Alternate 1 Total	Base Bid + Additive Alternate Total
AM 3/20/18 10:32am	G.A. Rich and Sons Inc	Deer Creek, IL	✓	✓	✓	✓	$1,346,940.92	$ Credit 42,300.00	$ 1,304,640.92
AM 3/20/18 10:43 am	Hoerr Construction	Goodfield, IL	✓	✓	✓	✓	$ 1,215,098.00	$ Credit 29,490.00	$ 1,185,608.00
AM 3/20/18 10:43am	Stark Excavating	Bloomington, IL	✓	✓	✓	✓	$ 893,938.00	$ Credit 28,318.00	$ 865,620.00
AM 3/20/18 10:50am	Mid-Illinois Mechanical	Bloomington, IL	✓	✓	✓	✓	$ 1,661,830.00	$ Credit 31,073.00	$ 1,630,757.00
AM 3/20/18 10:51am	George Goldner Inc	Bloomington, IL	✓	✓	✓	✓	$ 849,376.00	$ Credit 61,501	$ 787,875.00

WITNESSES:

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award.
Prices or options/alternates will not be included on the tabulation.

INVITATION TO BID

BID #2018-32
Lake Bloomington Water Main Replacement

Mailing Address:	Office of the City Clerk City of Bloomington 109 East Olive Street Bloomington, IL 61701
Contact Person(s):	Brett Lueschen Superintendent of Water Distribution blueschen@cityblm.org Carla Murillo Procurement Manager cmurillo@cityblm.org 309-434-2277
Bids Due:	**Tuesday, March 20, 2018 at 11:00 A.M. Central Time**

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LEGAL NOTICE OF

INVITATION TO BID
CITY OF BLOOMINGTON, ILLINOIS

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Tuesday, March 20, 2018 at 11:00 A.M. Central Time,** at which time they will be publicly opened and read for the following:

BID #2018-32
Lake Bloomington Water Main Replacement

A pre-bid meeting/site visit will be held on Thursday, March 1, 2018 at 11:00 a.m. central time, at the Water Department located at 603 W. Division Street, Bloomington, Illinois, 61701. It is highly suggested that interested parties attend. Immediately following the Pre-Bid meeting there will be a site visit. This is the only time scheduled for a site visit.

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

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

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

Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award.

Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

Carla Murillo, Procurement Manager

Published **February 20, 2018** Bloomington, Illinois

TERMS AND CONDITIONS FOR BIDDERS

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

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

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

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

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

Brett Lueschen, Superintendent of Water Distribution, at blueschen@cityblm.org
And
Misty Shafer, Procurement Specialist, at mshafer@cityblm.org or
Fax (309) 434-2874

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

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

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

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

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

BID SUBMISSION: Submit (1) original and (3) copies of the entire bid packet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID OPENING: Telephone/Fax/Verbal Offers Will Not Be Accepted.
Bids shall be publicly opened and read at the time and date set. It is the responsibility of the contractor to see that the bid is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Bids received after the time and date set may be returned unopened to the Contractor. This includes Bids not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the bid opening, sealed bids will be accepted on the next business day of the City, up to the originally scheduled time.

PERFORMANCE BOND & PAYMENT BONDS: The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award. The Performance Bond and Payment Bond shall be duly authorized by a company licensed to do business in the State of Illinois.

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

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

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

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

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

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

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

PREVAILING WAGE: The State of Illinois requires under public works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with the Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the most current monthly prevailing wage rates by County is posted on the Illinois Department of Labor website at https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/2016-Rates.aspx. Note that the Prevailing Wage rates change monthly and it is the contractor's responsibility to ensure the correct wage is paid.

As a prerequisite of awarding construction contracts in excess of $100,000.00, contractor(s) will provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515): Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate for that County and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor. The certified payroll records must include for every worker employed on the public works project, the name, address, telephone number, social security number, job classification, hourly wages paid in each period, number of hours worked each day, and starting and ending time of each work day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT: The successful bidder must be in compliance with the State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed in a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

OSHA REQUIREMENTS: The Occupational Safety and Health Act of 1970 (OSHA), "guarantees workers the right to a safe and healthful workplace." Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to its employees."

There are times when the City must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the City must perform their duties in a manner that is compliant with all State and Federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all State and Federal health and safety laws,

regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency and the Department of Transportation.

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

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

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

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

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

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

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

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

General Liability - $4,000,000 Bodily Injury and Property Damage (Combined Single Limit) with $2,000,000 GL annual aggregate and will include:

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

Workers' Compensation and Employer's Liability –

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

Automobile Liability - $1,000,000 Bodily Injury and Property Damage (CSL)
(Owned, Non-owned and Hired vehicles should be included) and include $10,000 medical pay per passenger.

Umbrella Liability Coverage - $3,000,000 each occurrence, $3,000,000 aggregate
(These limits will be excess over all underlying coverage documents and would be the minimum required). **Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.**

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

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

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

_____ _____

Print Name & Date Authorized Signature

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

_____ _____

Print Name & Date Authorized Signature

_____

Company Name

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

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

_____ _____

Print Name & Date Authorized Signature

_____

Company Name

LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION

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

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

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

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

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

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

_____ _____

Print Name & Date Authorized Signature

_____

Company Name

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

(1.) Company Name: _____

Company address: _____

City:_____ State:_____ Zip:_____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax:_____

Company Contact e-mail address: _____

(2.) Company Name: _____

Company address: _____

City:_____ State:_____ Zip:_____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax:_____

Company Contact e-mail address: _____

(3.) Company Name: _____

Company address: _____

City:_____ State:_____ Zip:_____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax:_____

Company Contact e-mail address: _____

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires additional employees in order to perform this contractor any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.

CITY OF BLOOMINGTON

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

To Whom It May Concern:

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

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

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

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

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

Sincerely,

HR Representative
Equal Opportunity Associate

CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION

City of Bloomington
Community Relations Division
109 E. Olive Street
Bloomington, IL 61701
(309) 434-2215 **(309) 434-2831 (Fax)**

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

Section I. Identification

1. Company Name and Address:

Name: _____

D/b/a: _____

Address: _____

City/State/Zip: _____

Telephone Number(s) Area Code: _____

Check one of the following:

Corporation	Partnership	Individual Proprietorship	Limited Liability Corp.

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

Name: _____

Address: _____

City/State/Zip: _____

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

_____

Section II. Policies and Practices

Description of EEO Policies and Practices

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

YES _____ NO _____

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

Name: _____
Title: _____
Telephone: _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

Section III. Employment Information

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

B. Job Classifications (See descriptions attached)

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

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

Section IV. Certification

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

Signature:	**Print Name & Title**	**Telephone Number**	**Date**

CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION

CONTRACT COMPLIANCE
WORKFORCE ANALYSIS

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

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

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

Date of above: _____

Name of person that compiled the above data: _____

ORDINANCE NO. 2017 - 51

AN ORDINANCE OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS WITH THE CITY OF BLOOMINGTON

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, "public work", as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT ORDAINED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, last determined and as show on the attached McLean County Prevailing Wage Rates for June 2017, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT ORDAINED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are

not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000; and

BE IT ORDAINED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Ordinance; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT ORDAINED that the City Clerk shall mail a copy of this Ordinance to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT ORDAINED that the City Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois; and

BE IT ORDAINED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Ordinance and that it is the effective prevailing wage determination of this public body.

ADOPTED this 26th day of June, 2017

APPROVED this 27th day of June, 2017

CITY OF BLOOMINGTON
Tari Renner, Mayor

ATTEST
Cherry Lawson, City Clerk

APPROVED AS TO FORM
Jeffery R. Jurgens, Corporate Counsel

Prevailing Wage rates for McLean County effective Sept. 1, 2017												
Trade Title	**Region**	**Type**	**Class**	**Base Wage**	**Fore-man Wage**	**M-F OT**	**OSA**	**OSH**	**H/W**	**Pension**	**Vacation**	**Training**
ASBESTOS ABT-GEN	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
ASBESTOS ABT-GEN	ALL	HWY		33.04	33.59	1.5	1.5	2	7.80	14.20	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		32.78	35.28	1.5	1.5	2	12.12	11.70	0.00	0.72
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40
BRICK MASON	ALL	BLD		30.57	32.07	1.5	1.5	2	9.40	13.02	0.00	0.79
CARPENTER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
CARPENTER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
CEMENT MASON	ALL	ALL		32.12	33.12	1.5	1.5	2	6.30	15.32	0.00	0.60
CERAMIC TILE FNSHER	ALL	BLD		30.86	30.86	1.5	1.5	2	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		36.00	39.60	1.5	1.5	2	7.06	10.79	0.00	1.00
ELECTRONIC SYS TECH	ALL	BLD		30.97	32.97	1.5	1.5	2	6.95	8.63	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
FENCE ERECTOR	E	ALL		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
GLAZIER	ALL	BLD		34.87	34.87	1.5	1.5	1.5	10.50	7.70	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		43.70	46.20	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		32.61	34.51	1.5	1.5	2	10.64	11.67	0.00	0.90
IRON WORKER	W	BLD		32.41	34.31	1.5	1.5	2	10.66	15.47	0.00	0.54
IRON WORKER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
LABORER	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
LABORER	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LABORER, SKILLED	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80

LABORER, SKILLED	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LATHER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
MACHINERY MOVER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
MARBLE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
MILLWRIGHT	ALL	BLD		31.74	33.99	1.5	1.5	2	8.45	17.79	0.00	0.54
MILLWRIGHT	ALL	HWY		33.59	35.33	1.5	1.5	2	8.20	16.95	0.00	0.52
OPERATING ENGINEER	ALL	BLD	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
PAINTER	ALL	ALL		35.35	37.35	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	BLD		33.00	35.25	1.5	1.5	2	8.45	17.10	0.00	0.54
PILEDRIVER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
PIPEFITTER	ALL	BLD		41.85	45.89	1.5	1.5	2	7.10	12.15	0.00	1.55
PLASTERER	ALL	BLD		30.00	32.00	1.5	1.5	2	8.40	17.74	0.00	0.80
PLUMBER	ALL	BLD		41.85	46.04	1.5	1.5	2	7.10	12.15	0.00	1.55
ROOFER	ALL	BLD		31.00	32.55	1.5	1.5	2	9.00	9.20	0.00	0.30
SHEETMETAL WORKER	ALL	BLD		32.75	34.39	1.5	1.5	2	9.37	16.46	0.00	0.80
SIGN HANGER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STEEL ERECTOR	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
TERRAZZO FINISHER	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
TERRAZZO MASON	ALL	BLD		32.61	32.61	1.5	1.5	2	9.40	10.57	0.00	0.78
TILE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
TRUCK DRIVER	ALL	O&C	1	28.02	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	2	28.43	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25

TRUCK DRIVER	ALL	O&C	3	28.62	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	28.88	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	29.64	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	N	ALL	1	37.91	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	2	38.06	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	3	38.26	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	4	38.46	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	S	ALL	1	36.15	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	2	36.67	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	3	36.91	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	4	37.25	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	5	38.23	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OSA Overtime pay required for every hour worked on Saturdays
OSH Overtime pay required for every hour worked on Sundays and Holidays
H/W Health/Welfare benefit

Explanations MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which

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

ITEM NUMBER & NAME	SECTION #	VARIANCE

BID FORM

BID #2018-32
Lake Bloomington Water Main Replacement

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

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

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

Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2017-51 is acknowledged.

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

_____ _____
Firm Authorized Signature

_____ _____
Address City State Zip

_____ _____
Phone Number Date

Email Address: _____

BID CHECKLIST:

1. Return the ***entire*** packet – not just your response

2. Sign and Attach all addenda if any were issued

3. Sign and date all required forms

4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.

5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due

6. Your (1) original and (3) required copies

7. Bid Bond

8. Anything relative to this bid

TENTATIVE BID SCHEDULE:

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

Action	Due Date	Due Time
BID Released	**Tuesday, February 20, 2018**	**N/A**
Pre-Bid / Site Visit	**Thursday, March 1, 2018**	**11:00 A.M. Central Time**
Questions Due to City	**Tuesday, March 6, 2018**	**3:00 P.M. Central Time**
Response from City	**Tuesday, March 13, 2018**	**3:00 P.M. Central Time**
BIDS Due	**Tuesday, March 20, 2018**	**11:00 A.M. Central Time**
Anticipated Award Date	**Monday, April 9, 2018**	**N/A**

B. Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes. Submit questions regarding the bid in writing to Brett Lueschen, Superintendent of Water Distribution, at blueschen@cityblm.org **and** Misty Shafer, Procurement Specialist, at mshafer@cityblm.org **no later than 3:00 P.M., Central Time, on Tuesday, March 6, 2018**.

Project Manual

for

LAKE BLOOMINGTON WATER MAIN REPLACEMENT

City of Bloomington, Illinois

January 2018

Bid Set
Set No. _____

Design Firm
Registration No.: 184-00450

PROJECT MANUAL TABLE OF CONTENTS

FOR

LAKE BLOOMINGTON WATER MAIN REPLACEMENT

CITY OF BLOOMINGTON, ILLINOIS

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SECTION 00100

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 PROJECT IDENTIFICATION

A. Bids are requested for the construction of the LAKE BLOOMINGTON WATER MAIN REPLACEMENT for the City of Bloomington, Illinois, hereafter called the Owner, to be performed in compliance with the Contract Documents prepared by Clark Dietz, Inc.

1. The areas of construction are:

a. BASE BID: Work includes furnishing and installing approximately 4,270 lineal feet of 8-inch diameter water main along sections of Hepatica Lane, White Owl Lane, Columbine Lane, Wood Thrush Lane and Nighthawk Road.

2. Project Time of Completion: The project shall be substantially complete (for Owner's beneficial use) within a maximum of 90 calendar days after Written Notice to Proceed and shall be fully completed within 30 calendar days after substantial completion.

B. Liquidated Damages:

1. Should the Contractor fail to perform the work within the periods of time stipulated in the Agreement, Contractor shall pay to Owner, as liquidated damages for delay and not as a penalty but as fixed liquidated damages due Owner because of Owner's costs incurred resulting from the failure to complete the work within the time specified for substantial completion, the sum of $500.00 per calendar day including Sundays and Holidays, that the work shall remain substantially uncompleted unless the contract time is extended by Owner.

2. Owner shall have the right to deduct the liquidated damages plus additional engineering costs as set forth in the following paragraph from any money in its hands, otherwise due, or to become due, to Contractor or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated.

C. Additional Engineering Costs: In addition to the liquidated damages, Contractor shall be liable for all additional costs for Engineer's services beyond substantial completion date. Owner will deduct these costs from any monies due or that may become due to the Contractor as surety and pay Engineer for said services.

1.2 BIDDING DOCUMENTS

A. Definition: Bidding Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

B. Copies: Bidding Documents may be obtained in compliance with the Advertisement for Bids. No partial sets of the Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Engineer will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. Insurance Requirement

1. The successful Bidder and his subcontractors will be required to provide insurance covering the project work in accordance with Section 00800 - SUPPLEMENTARY CONDITIONS.

2. The City of Bloomington and Clark Dietz, Inc. shall be named as co-insured on all insurance policies, except Workmen's Compensation and Employer's Liability Insurance.

1.3 EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE

A. Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been determined by such examinations.

1.4 BIDDING PROCEDURE

A. Form of Bid:

1. Each Bid shall be submitted on the Bid Form prepared by the Engineer and included as one of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or manually in ink. When a Bidder submits a Bid with spaces containing erasures or other changes, each erasure or change must be initialed by the person signing the Bid.

2. The Bidder must fill in all relevant blank spaces. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern.

3. No conditional Bids will be accepted. Oral proposals or modifications will not be considered.

4. The Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

B. Bid Security:

1. Each Bid shall be accompanied by a Bid Security in the form of a certified check or bid bond in an amount equal to at least five percent (5%) of the Bidders Base Bid Price, payable without condition to the Owner, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bidding Documents, and will furnish Performance and Labor and Material Payment Bonds as specified herein. Bid Bond, if used, shall be on the form provided as Section 00410.

2. Surety companies executing bonds must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the State of Illinois.

3. If for any reason the Bidder withdraws his Bid after Bid Opening and prior to the time specified under "Modification and Withdrawal" herein or fails to execute an Agreement or to provide the specified bonds, such Bidder shall be in default. The defaulting Bidder and his surety shall pay to the Owner all costs incurred by the Owner for procuring the performance of the work required by the Bidding Documents which exceed the amount of his Bid, including engineering and legal costs.

4. The Bid Security of all except the three (3) apparent lowest Bidders will be returned within 10 days after the canvass of Bids.

C. Submission of Bids:

1. The Bid, the Bid Security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. This envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.

2. Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in the Advertisement for Bids or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened to the person or firm submitting the Bid.

3. The Bidder shall assume full responsibility for timely delivery of his Bid to the designated location.

4. **All Addendums shall be acknowledged, not only on the Bid Form, but on the outside of the sealed opaque envelope.**

D. Modification and Withdrawal:

1. Bidders may withdraw Bids at any time prior to the Bid Opening time and date. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as addended for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or firm submitting the Bid.

2. A Bidder may modify his Bid at any time prior to the Bid Opening time and date by withdrawing his Bid and submitting a new Bid in the same manner as specified herein under "Submission of Bid". A Bid submitted in place of a withdrawn Bid shall be clearly marked as such on the outside of the envelope and on the Bid Form.

3. If a Contract is not awarded within 120 calendar days after opening of Bids, a Bidder may file a written request with the Owner for the withdrawal of his Bid.

1.5 CONSIDERATION OF BIDS AND BASIS OF AWARD

A. Basis of Award:

1. Except in cases where the Owner exercises the right to reject all Bids, the Owner intends to award the Contract to the lowest responsive, responsible Bidder who has submitted the Bid Amount, which is in the best interest of the Owner. The Owner intends to award the construction work as long as the total Bid Amount is within the Owner’s budget.

B. Evaluation of Responsiveness:

1. The responsiveness of Bidders will be judged on the basis of the completeness of the Bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and shall include the following:

2. Acknowledgement of each Addendum on the outside of the sealed opaque envelope.

3. A copy of each Addendum.

4. Bid Form with all of the following properly completed:

    a. Acknowledgment of receipt of all Addenda.
    b. Bid Amounts.
    c. Signatures required for a binding Bid.
    d. Bidder's Certificate
    e. Gift Ban Act
    f. Local Preference Purchasing Policy Certification
    e. References
    g. Contractor Compliance with public Act 85-1295 and Insurance sheet
    h. City of Bloomington's Community Relations Division form (sheets 1-4)

5. Notarized power-of-attorney, if required.

6. Bid Security complying with the requirements of the Bidding Documents.

7. If, upon opening the Bid, any of the items required to be responsive are found to be missing or incomplete, the Bidder may be judged non-responsive.

C. Evaluation of Responsibility:

1. To be judged responsible, the Bidder shall meet the following standards:

    a. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment, arrangement, or ability to obtain such (including proposed subcontracts).

    b. Be able to comply with the required completion schedule for the project.

    c. Have a satisfactory record of integrity, judgment, and performance, including in particular, any prior performance upon contracts from the City of Bloomington.

    d. Conform with the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

1.6 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A. The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100 percent of the Contract Price. The Bonds shall be secured from a surety company acceptable to the Owner. The forms of the Bonds the successful Bidder will be required to execute are included in the Bidding Documents as Sections 00610 and 00620.

1.7 PREVAILING WAGE RATE

A. All the work under this contract shall comply with the most recently published Illinois Department of Labor Prevailing Wages for McLean County. A copy of the Prevailing Wage Rate can be found on the Illinois Department of Labor website.

1.8 NONDISCRIMINATION IN EMPLOYMENT

A. Contract work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

1.9 CONTRACTS AND SUBAGREEMENTS

A. Any contract entered into by the grant recipient and any subagreement thereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or subagreement must also provide that the Agency or any authorized representative shall have access to any books, documents, papers, and records of the contractor or subcontractor which are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions thereof.

B. The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within fourteen (14) calendar days from the date of when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

C. The OWNER within fourteen (14) days of receipt of acceptable performance BOND, payment BOND, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

D. The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

E. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Act regulating wages in Illinois (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12) and the Illinois Preference Act (Ill. Rev. Stat. Ch. 48, Sects 2201-2207).

1.10 PRE-BID MEETING

A PRE-BID MEETING WILL BE HELD ON THURSDAY, MARCH 1, 2018 AT 11:00 AM AT THE CITY OF BLOOMINGTON WATER DEPARTMENT, 603 WEST DIVISION STREET, BLOOMINGTON, ILLINOIS.

END OF SECTION

SECTION 00300

BID FORM

PART 1 GENERAL

1.1 DESCRIPTION

A. The following Bid is hereby made to the City of Bloomington, Illinois hereafter called the Owner. Bid is submitted by

_____

_____

_____

(Insert legal name, address, and whether sole proprietor, partnership or corporation.

1.2 THE UNDERSIGNED

A. Acknowledges receipt of:

1. Project Manual and Drawings for LAKE BLOOMINGTON WATER MAIN REPLACEMENT, prepared by Clark Dietz, Inc., and dated January 2018.

2. Addenda:

a. Number_____, dated_____.
b. Number_____, dated_____.
c. Number_____, dated_____.
d. Number_____, dated_____.

B. Has examined the site and all Bidding Documents and understands that in submitting his Bid he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 90 calendar days after the bid opening date.

2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

3. It is the Owner's intent to issue a Notice of Award and Notice to Proceed as soon as practicable after Opening of Bids. The Bidder must be prepared to enter into and execute a contract with the Owner as soon as possible and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Bidders.

4. To accomplish the work in accordance with the Contract Documents.

1.4 BIDDING

A. Contract Time: The maximum number of calendar days to substantially complete Lake Bloomington Water Main Replacement Project work to be performed under this contract will be 90 calendar days, subject to the suspension of Work During Freezing Weather provision in Section 01040.

Construction may not commence until the Contractor receives the Notice to Proceed.

The undersigned agrees to substantially complete the work within the number of calendar days specified by the Contract Documents after receipt of the Notice to Proceed, unless additional time is granted in accordance with the Contract Documents.

Substantial completion is defined as the complete installation of all work (including surface replacement), except for reseeding of disturbed areas. Finish grading of disturbed areas shall be completed. Any hot-mix asphalt not completed before winter shall have temporary hot-mix asphalt (cold patch) installed.

Final completion shall be completed within 30 calendar days following substantial completion subject to the Suspension of Work During Freezing Weather provisions in Section 01040.

B. Commencement of the Work: Should the Contractor be delayed in the prosecution or completion of the work for any reason, there shall be no extension of the disincentive payment calculation, unless an extension of time is granted for completion of the work. No extensions of time will be allowed for increases in contract quantities or extra work unless it can be shown that such increases or extras affect the controlling item of work.

C. Failure to Substantially Complete the Work on Time: Should the Contractor fail to substantially complete the project within the number of days specified in the Contract documents or within such extended time allowed by the Owner, the Contractor shall be liable to the Owner in the amount of $500.00 for each calendar day beyond each intermediate completion date and the final completion date.

1.4 SCHEDULE OF PRICES FOR BASE BID

A. We, the undersigned, agree to furnish to the City of Bloomington, Illinois, the following item(s), per specifications, at the below listed prices and to supply all services, as required, in the Instructions to Bidders and Specifications.

BASE BID SCHEDULE

Item No.	Description, Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	8” Poly-Wrapped Water Main, Open Cut, DIP, Backfill Method 2, per Lineal Foot	171 LF	$_____	$_____
2	8” Poly-Wrapped DIP Water Main, Open Cut, DIP Backfill Method 4, per Lineal Foot	3,828 LF	$_____	$_____
3	8” Poly-Wrapped DIP Water Main, Open Cut With 16” Casing, Backfill Method 4, per Lineal Foot	155 LF	$_____	$_____
4	8” Poly-Wrapped DIP Water Main, Bore and Jack With 16” Casing, per Lineal Foot	116 LF	$_____	$_____
5	12” Diameter DIP Water Main Quality Sewer, Open Cut, Backfill Method 4, per Lineal Foot *(Will be performed only at the Owner’s request. Quantity is estimated as a placeholder only.)*	100 LF	$_____	$_____
6	Sanitary Lateral Connection, 6-Inch Diameter DIP, Open Cut, Backfill Method 4, per Lineal Foot *(Will be performed only at the Owner’s request. Quantity is estimated as a placeholder only.)*	30 LF	$_____	$_____
7	Connection to Existing Water Main, per Each	1 EA	$_____	$_____
8	Connection to Existing Water Main With Tapping Sleeve and Valve, per Each	4 EA	$_____	$_____
9	8” Gate Valve and Box, per Each	18 EA	$_____	$_____
10	Fire Hydrant Assembly, per Each	12 EA	$_____	$_____
11	1” Service Tap and Connection, per Each	33 EA	$_____	$_____

Item No.	Description, Unit of Measure	Estimated Quantity	Unit Price	Total Amount
12	1" Service Tap, Location Investigation and Connection, per Each	25 EA	$_____	$_____
13	1-Inch Service Tap and Connection (with casing), per Each *(Will be performed only at the Owner's request. Quantity is estimated as a placeholder only.)*	20 EA	$_____	$_____
14	Storm Sewer Inlets, per Each *(Will be performed only at the Owner's request. Quantity is estimated as a placeholder only.)*	2 EA	$_____	$_____
15	Abandonment of Existing Water Main, Valves, Hydrants, Service Connections, Lump Sum	1 LS	$_____	$_____
16	Surface Removal and Replacement, HMA Pavement, per Lineal Foot of trench	3,336 LF	$_____	$_____
17	Surface Removal and Replacement, HMA Pavement, OWNER, per Square Yard *(Will be performed only at the Owner's request. Quantity is estimated as a placeholder only.)*	100 SY	$_____	$_____
18	Surface Removal and Replacement, Aggregate Pavement, per Lineal Foot of trench	662 LF	$_____	$_____
19	Surface Removal and Replacement, Aggregate, OWNER, per Square Yard *(Will be performed only at the Owner's request. Quantity is estimated as a placeholder only.)*	100 SY	$_____	$_____
20	4" PCC Sidewalk Removal and Replacement, per Square Foot *(Will be performed only at the Owner's request. Quantity is estimated as a placeholder only.)*	100 SF	$_____	$_____

Item No.	Description, Unit of Measure	Estimated Quantity	Unit Price	Total Amount
21	PCC ADA Ramp *(Will be performed only at the Owner's request. Quantity is estimated as a placeholder only.)*	4 EA	$_____	$_____
22	PCC Driveway Removal and Replacement, per Square Foot *(Will be performed only at the Owner's request. Quantity is estimated as a placeholder only.)*	100 SF	$_____	$_____
23	HMA Driveway Removal and Replacement, per Square Foot *(Will be performed only at the Owner's request. Quantity is estimated as a placeholder only.)*	100 SF	$_____	$_____
24	Concrete Curb And Gutter Removal and Replacement (Special), per Lineal Foot *(Will be performed only at the Owner's request. Quantity is estimated as a placeholder only.)*	100 LF	$_____	$_____
25	Granular Trench Stabilization, per Ton	20 Ton	$_____	$_____
26	Traffic Control and Protection (Special), Lump Sum	1 LS	$_____	$_____
27	Point Repairs, Lump Sum	1 LS	$ 15,000.00	$ 15,000.00
28	Stormwater Pollution Prevention, Lump Sum	1 LS	$_____	$_____
29	General Cost Items, Lump Sum	1 LS	$_____	$_____

TOTAL BASE BID AMOUNT

_____

_____

_____Dollars $_____.

1.5 NON-COLLUSION STATEMENT

A. By submission of this bid, each bidder, and in the case of a joint bid, each party to the joint bid certifies as to his or her own organization, that in connection with the bid:

1. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and

3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition.

B. Each person signing the bid shall certify that:

1. He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or

2. He or she is not the person in the bidder’s organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to A.1 through A.3 above, and as their agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

1.6 BIDDER CERTIFICATION

A. The undersigned certifies that the offeror is not barred from offering on this solicitation as a result of a conviction for the violation of State law prohibiting bid rigging or bid rotating.

B. The undersigned certifies that the offeror is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting the tax.

1.7 RESPECTFULLY SUBMITTED, signed and sealed this ___ day of _____, 20___.

_____

Contractor

By _____

_____

Title

_____

Business Address

_____

City State

ATTEST:

_____

SECRETARY

SEAL

END OF SECTION

SECTION 00410

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, (1)_____ _____, as Principal, and (2)_____ _____, as Surety, are hereby and firmly bound unto the City of Bloomington, Illinois, as Owner, in the penal sum of (3)_____ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Bloomington a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Work described as: LAKE BLOOMINGTON WATER MAIN REPLACEMENT.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract, in the Form of Agreement attached hereto (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby give waive notice of any such extension.

_____

(1) Contractor

(2) Surety - IMPORTANT - Surety companies executing BONDS must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.

(3) Percent of the Contract specified in Section 00100, Instructions to Bidders.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Surety	Principal
By_____ SEAL Attorney-In-Fact	By_____ SEAL
	Title_____
	Attest: _____
	Secretary_____

END OF SECTION

SECTION 00610

PERFORMANCE BOND FORM

PART 1 GENERAL

1.1 THIS INSTRUMENT WITNESSETH: That we (1)_____ a (2)_____ organized under the laws of the State of _____ and regularly authorized to do business in the State of Illinois as Principal, and we (3) _____ a (2)_____ organized under the laws of the State of _____ and regularly authorized to do business in the State of Illinois as Surety, are held and firmly bound unto the City of Bloomington, Illinois hereinafter called the Owner in accordance with a Contract hereinafter referred to, in the penal sum of _____ Dollars ($_____) lawful money of the United States, well and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents:

1.2 WHEREAS, the said Principal has entered into a written contract with the Owner dated _____ for the work designated as LAKE BLOOMINGTON WATER MAIN REPLACEMENT in conformity with Contract Documents hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

1.3 NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his (its) part, and satisfy all covenants, terms, conditions and agreements incurred by the Principal in the performance of said Contract, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and shall satisfy all claims and demands arising thereunder, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the Owner all costs, damages, and expenses which the Owner may incur in making good any default by the Principal, including any default based upon failure of the Principal, to fulfill his obligation to furnish maintenance, repairs, or replacements for any period of time after the work is completed, if provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

---

(1) Contractor
(2) Sole Proprietor, Partnership, or Corporation
(3) Surety - IMPORTANT - Surety companies executing BONDS must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.

1.4 In addition, the Principal and Surety, jointly and severally, expressly guarantee that all materials furnished and workmanship performed under the Contract and in the construction of the work shall fulfill all requirements of the Contract and the Contract Documents with respect to them. This bond shall remain in effect for a period of one year from the date of final acceptance.

1.5 It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligations to furnish maintenance, repairs, or replacements for any period of time after the Work is completed, if provided for in the Contract, may be brought at any time up to six months after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

1.6 The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

1.7 PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

1.8 IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

(SEAL) (1) _____

Attest By_____

_____ Title_____

(SEAL) (2)_____

Attest By_____
(Attorney in Fact)

_____

_____

(1) Contractor
(2) Surety

END OF SECTION

SECTION 00620

LABOR AND MATERIALS PAYMENT BOND FORM

PART 1 GENERAL

1.1 THIS INSTRUMENT WITNESSETH: That we (1) _____ a (2) _____ organized under the laws of the State of _____ and regularly authorized to do business in the State of Illinois as Principal, and we (3) _____ a (2) _____ organized under the laws of the State of _____ and regularly authorized to do business in the State of Illinois as Surety, are held and firmly bound unto the City of Bloomington, Illinois hereinafter called the Owner in accordance with a Contract hereinafter referred to, in the penal sum of _____ Dollars ($_____) lawful money of the United States, well and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

1.2 WHEREAS, the said principal has entered into a written contract with the Owner dated _____ for work designated LAKE BLOOMINGTON WATER MAIN REPLACEMENT for the City of Bloomington, Illinois in conformity with Contract Documents hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

1.3 NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay all obligations arising thereunder, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the Owner all costs, damages, and expenses which the Owner may incur in making good any default by the Principal, and shall promptly make payment of prevailing wages to all persons supplying labor, equipment or materials for use in the prosecution of the work, whether by subcontractor or otherwise, and including all insurance premiums on said work as provided for in such Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

---

(1) Contractor
(2) Sole Proprietor, Partnership or Corporation
(3) Surety - IMPORTANT - Surety companies executing BONDS must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.

1.4 In addition, the Principal and Surety, jointly and severally, expressly guarantee that the Owner will be held harmless from any liens, claims, demands or obligations in conjunction with materials or services provided with respect to this Contract. This bond shall remain in effect for a period of one year from the date of final acceptance.

1.5 The Owner may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor, shall have the right to sue on this Bond in the name of the Owner for his use and benefit.

1.6 The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

1.7 PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

1.8 IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20___.

(SEAL) (1)_____

Attest By_____

_____ Title_____

(SEAL)

(2)_____

Attest By_____
(Attorney in Fact)

_____

_____
(1) Contractor
(2) Surety

END OF SECTION

Notice of Award

Dated _____

Project: LAKE BLOOMINGTON WATER MAIN REPLACEMENT	Owner: City of Bloomington	Owner's Contract No.:
Contract:		Engineer's Project No.:
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

_____

_____

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is _____ Dollars ($_____).

(Insert appropriate data if Unit Prices are used. *Change language for Cost-Plus contracts.)*

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

_____

_____

_____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By: _____
Authorized Signature

_____
Title

Copy to Engineer

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Notice to Proceed

Dated _____

Project: LAKE BLOOMINGTON WATER MAIN REPLACEMENT	Owner: City of Bloomington	Owner's Contract No.:
Contract:		Engineer's Project No.:
Contractor:		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is_____, and the date of readiness for final payment is [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

_____

_____

_____

_____ _____
Owner

_____ Given by: _____
Authorized Signature

_____ _____
Title

_____ _____
Date

Copy to Engineer

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner): City of Bloomington	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	
2. Net change by Change Orders	$	
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	$	
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	
5. RETAINAGE:		
a. _____ % x $_____ Work Completed	$	
b. _____ % x $_____ Stored Material	$	
c. Total Retainage (Line 5a + Line 5b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	
8. AMOUNT DUE THIS APPLICATION	$	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A		B	Work Completed		E	F		G
Item			C	D		Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)			
	Totals							

Progress Estimate

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

Stored Material Summary

Contractor's Application

For (contract):					Application Number:				
Application Period:					Application Date:				
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
			Date (Month/Year)	Amount ($)	Amount ($)	Subtotal	Date (Month/Year)	Amount ($)	
		Totals							

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner: City of Bloomington	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No._____ to No._____: $_____	[Increase] [Decrease] from previously approved Change Orders No._____ to No._____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

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

Approved by Funding Agency (if applicable): _____ Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

   a. Such insurance shall be maintained for three years after final payment.

   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions (EJCDC No. C-700, 2013 Edition) of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

1.2 RELATIONSHIP BETWEEN DOCUMENTS

The General Conditions are general in scope and may refer to conditions not encountered on the Work. The inapplicability of any portion of the General Conditions shall not be interpreted as affecting the validity of any other requirement. Supplementary Conditions and Division 1, General Requirements, have been prepared specifically for this project and include additional requirements supplementing the requirements of the General Conditions. No precedence shall be implied from the location of a requirement and all shall be given equal weight in resolving conflicts.

1.3 ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

A. SGC-1.

1. The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

B. SGC-1.01 *Defined Terms*

1. Under paragraph 1.01.A.20 “Engineer” add:
“Because the owner uses their own Agreement for the signed contract, Engineer is defined as follows:

The Design Engineer was Clark Dietz, Inc. for the Plans and Specifications with all of the rights, duties, obligations, and liabilities related to the design as defined in the Contract Documents, but should not be contacted by the Contractor during construction.

The Construction Engineer with all duties, rights, authorities, decisions, liabilities and responsibilities during construction as defined in the Contract

Documents shall be the City of Bloomington Water Department Director and his / her appointed Resident Project Representative(s). The Contractor shall only communicate with the designated Water Department Representative(s) during construction."

1.4 ARTICLE 2 - PRELIMINARY MATTERS

A. SGC-2.01 *Delivery of Bonds and Evidence of Insurance*

1. Delete paragraph 2.01.C.

B. SGC-2.02 *Copies of Documents*

1. Under paragraph 2.02.A, Copies of Documents, delete the first sentence.

C. SGC-2.05 *Initial Acceptance of Schedules*

1. Under paragraph 2.05., Initial Acceptance of Schedules, add "and OWNER" to each mention of "Engineer".

1.5 ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

A. SGC-4.01 *Commencement of Contract Times; Notice to Proceed*

1. Under paragraph 4.01.A, Commencement of Contract Times; Notice to Proceed, delete the last sentence.

1.6 ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL DONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

A. SGC-5.06 *Hazardous Environmental Conditions at Site*

1. In last sentence of paragraph 5.06.I, Change reference for this Paragraph from "5.06.H" to "5.06.I".

1.7 ARTICLE 6 - BONDS AND INSURANCE

A. SGC-6.01 *Performance, Payment, and Other Bonds*

1. At the end of paragraph 6.01.A add the following: "In the event of the failure to perform as required by the Contract, the surety shall act within ten (10) days of notification by the Owner to comply with the conditions of the Performance and Payment Bonds".

B. See City of Bloomington General Insurance Requirements for additional information regarding insurance requirements.

C. SGC-*6.03 Contractor's Insurance*

1. SGC-6.03.F *Contractor's Pollution Liability Insurance*

a. The Contractor’s Pollution Liability Insurance is not required for this project.

D. SGC-6.05 *Property Insurance*

1. The Builder’s Risk Policy is not required for this project.

1.8 ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES:

A. SGC-7.02 *Labor, Working Hours*

Add the following to Article 7.02.:

1. No night work requiring the presence of an Engineer or Owner’s Resident Project Representative will be permitted, except in case of great emergency, and then only to such extent as is absolutely necessary, and with written approval of the Engineer, provided that this clause shall not operate in case of a crew organized for regular and continuous night work, and on such work which, in the opinion of the Engineer, can only be performed satisfactorily at night.

2. No weekend work will be permitted except in case of great emergency, and then only with the written consent of the Engineer and to such extent as he may judge to be necessary.

3. Any work necessary to be performed after regular working hours, or on weekends and legal holidays, shall be performed without additional expense to the Owner.

4. Additional Field Engineering and Observation - The attention of the Contractor is directed to the following provisions covering payment of field engineering and observation costs of this project. The proposal form and contract form on this contract include the date of substantial and final completion and acceptance of all work covered in the contract. Owner’s Resident Project Representatives will be supplied, as required, for not more than one 8-hour shift on weekdays during this period by the Engineer at no cost to the Contractor. However, for each week day that

the work remains uncompleted and unaccepted beyond the number of days allowed in the contract and for any work in any week in excess of 8-hour days, the cost of Resident Engineers and Observers regularly assigned on this contract will be paid by the Contractor at no additional cost to the Owner. The cost of such Owner's Resident Project Representatives will be computed on the basis of One Hundred Fifty Dollars ($150.00) per hour such amount to cover actual payroll cost plus all travel and overhead items.

5. The Engineer shall submit an itemized billing of such additional services to the Owner and the Contractor at the time of the next progress pay estimate period. Once the costs are agreed to, costs will be accumulated (if applicable) and will be incorporated into the final project change order.

6. The final project change order will be executed prior to release of retainage.

B. SGC-7.04 *"Or-Equals"*

1. Delete Paragraph 7.04.

C. SGC-7.05 *Substitutes*

1. Delete Paragraph 7.05.

D. SGC-7.06 *Concerning Subcontractors, Suppliers, and Others*

1. Replace first sentence of 7.06D with "The Contractor shall identify all subcontractors, major suppliers and other persons or organizations who will provide principal items of material and equipment."

2. Replace 7.06N with the following:

"N. The Owner or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid to the Contractor in accordance with the Contractor's Applications for Payment on account of the particular Subcontractor's, Supplier's, other person's or other organization's Work."

E. SGC-7.08 *Permits*

1. Add to the first two sentences of paragraph 7.08.A: "and bonds."

F. SGC-7.13 *Safety Representative*

1. Under paragraph 7.13, add "The Contractor shall be required to provide a Spill Prevention Plan to the Engineer for materials that present potential to enter storm water runoff if spilled. These materials include fuels, hydraulic fluids, oils, and grease. The Spill Prevention Plan shall include the identification of potential spill source areas. It shall define the handling and storage procedures to minimize spill potential. The Spill Prevention Plan shall also identify spill response procedures such as: Responsible individuals to contact, Safety measures to be taken, Notification procedure, Procedure for cleaning and containing, and Spill response equipment to be used. The Spill Prevention Plan will be required under the General Submittals required of the Contractor for this project and will be submitted as an addendum to the approved erosion control plans."

G. SGC-7.16B *Submittal Procedures for Shop Drawings and Samples*

1. Add the following new subparagraph under 1. Shop Drawings:

"c. Shop drawings shall be dated and contain the project name, name of equipment, section of specification covering said equipment and locations at which material or equipment is to be installed. Submission of shop drawings shall be accompanied by transmittal letter containing project name, the Contractor's name, number or drawings, titles and other pertinent data."

H. SGC-7.18 *Indemnification*

1. Add the following paragraph 7.18D:

"D. In addition to any indemnification required under 7.18A, 7.18B and 7.18C, the Contractor shall purchase insurance as provided in Illinois Statutes, as most recently amended, for the benefit of the Owner and the Engineer and their agents and employees, which shall compensate them from any loss due to all claims, damages, losses and expenses, including, but not less than the limits and coverages described herein. Copies of the certificate of insurance shall be provided to the Owner and the Engineer and shall name these parties as insured."

1.9 ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

A. SGC – 10.03 *Project Representative*

1. Add the following paragraph 10.03B:

B. “Because the owner uses their own Agreement for the signed contract, Engineer is defined as follows:

The Design Engineer was Clark Dietz, Inc. for the Plans and Specifications with all of the rights, duties, obligations, and liabilities related to the design as defined in the Contract Documents, but should not be contacted by the Contractor during construction.

The Construction Engineer with all duties, rights, authorities, decisions, liabilities and responsibilities during construction as defined in the Contract Documents shall be the City of Bloomington Water Department Director and his / her appointed Resident Project Representative(s). The Contractor shall only communicate with the designated Water Department Representative(s) during construction.”

1.10 ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

A. SGC – 11.04.C *Contractor’s Fee*

1. Under subparagraph 2.c. correct Paragraph references from “11.01.C.2.a and 11.01.C.2.b” to “11.04.C.2.a and 11.04.C.2.b” respectively and correct Paragraph references from “13.01.A.1 and 13.01.A.2” to “13.01.B.1 and 13.01.B.2” respectively.

B. SGC - 11.09 through 11.11.

Add the following paragraphs

"11.09. The date of beginning and the time for completion of the Work are essential conditions of the Contract and the Work embraced shall be commenced on a date specified in the Notice To Proceed."

"11.10. The CONTRACTOR shall proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work."

"11.11. Should CONTRACTOR fail to perform the work within the periods of time stipulated in the Agreement, CONTRACTOR shall be liable for all additional costs for ENGINEER's services beyond substantial completion date and/or final completion date. OWNER will deduct these costs from any monies

due or that may become due contractor as surety and pay ENGINEER for said services."

1.11 ARTICLE 14 – TESTS AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

A. SGC-14.02 *Tests and Inspections*

1. Add the following paragraph 14.02G Tests Required:

"G. Tests Required:

1. The Contractor shall be wholly responsible for pipe pressure and leakage testing requirements, with the Resident Project Representative(s) observing.

2. The Contractor shall be responsible for disinfection, flushing, and all other items related to bacteriological testing, except the Owner will provide sample bottles, conduct actual sampling, and perform laboratory bacteriological testing. The Contractor shall pay Owner $50 per sample for excess testing if more than 3 sets of analysis of bacteriological sample testing at any one location is required because of failed samples.

3. The Owner shall be responsible arranging and paying for nuclear gauge density testing of trenches, pavement subgrade and pavement aggregate.

4. The Contractor shall be wholly responsible for proof roll testing of road subgrade and aggregate base, with the Resident Project Representative(s) observing.

5. The Contractor shall be wholly responsible for nuclear gauge density testing of Hot-Mix Asphalt base and surface courses.

6. The Contractor shall be wholly responsible for Portland Cement Concrete strength testing of any pours greater than 10 CY.

7. Contractor shall be wholly responsible for any other testing required for the Work that is not specifically covered by this Paragraph."

1.12 ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD:

A. SGC-15.01 *Progress Payments*

1. Delete the words "…twenty days…" from the first sentence of paragraph 15.01 B.1 and note that a schedule, mutually agreeable to the Contractor, the Owner, and the Engineer, will be developed for submittal, review and processing of payment applications.

2. Delete paragraph 15.01.B.3 and insert the following paragraph:

"15.01.B.3. The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents."

3. In section SGC-15.01.C, after each "Engineer" insert "and/or Owner's Resident Project Representative."

4. Insert 15.01.C.6.f

"f. Upon review of the Record Drawings at the Pay Meeting, the contractor has failed to keep up to date Record Drawings."

B. SGC-15.03 *Substantial Completion*

1. In paragraph 15.03.B replace "an inspection" with "a site visit".

C. SGC-15.04 *Partial Use or Occupancy*

1. In paragraph 15.04.A.3 replace "an inspection" with "a site visit".

D. SGC-15.05 *Final Inspection*

1. Change 15.05 title from "*Final Inspection*" to "*Final Site Visit Completion Review*".

2. In paragraph 15.05.A replace "inspection" with "site visit completion review".

E. SGC-15.06 *Final Payment*

1. In paragraph 15.06.A.1 replace "inspection with "site visit".

2. Under Paragraph 15.06.B.1, Review of Application and Acceptance, after each "Engineer" add "and/or Owner's Resident Project Representative."

3. In paragraph 15.06.B.1 replace “inspection with “site visit”.

F. SGC-15.07 *Waiver of Claims*

1. In paragraph 15.07.A replace “inspection with “site visit completion review”.

1.13 ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

A. SGC-16.04 *Contractor May Stop Work or Terminate*

1. In paragraph 16.04.A, change all instances of "30 days" to "45 days".

2. In paragraph 16.04.B, change all instances of "30 days" to "45 days".

1.14 ARTICLE 18 - MISCELLANEOUS

A. SGC-18.07 *Controlling Law*

Add the following:

B. The Contractor shall at all times observe and comply with all Federal laws, State, laws, county laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work, and all such orders or decrees as exist at the time Bids are advertised, of legislative bodies or tribunals having legal jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered.

C. The Contractor shall indemnify and save harmless the Owner, the Engineer and all of their officers, agents, employees and servants against any claim or liability, including legal fees, arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by themselves or their employees."

B. Add the following paragraphs

1. SGC-18.09 *Safety And Health Regulations*

"Safety and Health Regulations for Construction", and subsequent amendments thereto, as established by the Department of Labor shall govern the work to be performed under this contract. The "Regulations" are comprised of Chapter XVII of Title 29, Code of Federal Regulations (CFR), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).

2. SGC-18.10 *Contract Conditions*

"Any underground utility or drainage facility, whether farm tile, sanitary sewer, storm sewer, electric cable, communications cable, or signal cable that is cut or damaged by this construction shall be restored to functional condition and to the satisfaction of the owner of such facility."

1.15 ARTICLE 19 – DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE OWNER'S RESIDENT PROJECT REPRESENTATIVE

A. The OWNER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of Contractor.

B. The furnishing of such services will not make OWNER or ENGINEER responsible for or give OWNER or ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents and in particular the specific limitations set forth in paragraph 9.09 of the General Conditions are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the construction Contract Documents, and are further limited and described as follows:

1. General

a. RPR is OWNER's agent at the site and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. Duties and Responsibilities of RPR

a. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

b. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other

project-related meetings, and prepare and circulate copies of minutes thereof.

c. Liaison:

1) Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

2) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

d. Shop Drawings and Samples:

1) Record date of receipt of Shop Drawings and samples.

2) Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

3) Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

e. Review of Work, Rejection of Defective Work, Inspections and Tests:

1) Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

2) Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

3) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records

thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

f. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

g. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

h. Records:

1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

2) Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

3) Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

i. Reports:

1) Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

2) Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

3) Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

4) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

j. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the OWNER with copies to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

k. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

l. Completion:

1) Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

2) Conduct final site visit in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.

3) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

3. Limitations of Authority

a. RPR shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.

b. RPR shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.

c. RPR shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.

d. RPR shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

e. RPR shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

f. RPR shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

g. RPR shall not authorize OWNER to occupy the Project in whole or in part.

h. RPR shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.16 ARCTICLE 20 CITY OF BLOOMINGTON CONTRACT CONDITIONS

A. “Because the owner uses their own Agreement for the signed contract, Engineer is defined as follows:

The Design Engineer was Clark Dietz, Inc. for the Plans and Specifications with all of the rights, duties, obligations, and liabilities related to the design as defined in the Contract Documents, but should not be contacted by the Contractor during construction.

The Construction Engineer with all duties, rights, authorities, decisions, liabilities and responsibilities during construction as defined in the Contract Documents shall be the City of Bloomington Water Department Director and his / her appointed Resident Project Representative(s). The Contractor shall only communicate with the designated Water Department Representative(s) during construction.”

B. Work performed on or adjacent to CITY OF BLOOMINGTON pavements during hours of daylight does not necessitate a special approved traffic control plan; however, it is understood that the said work will be protected by the applicable standards set forth in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

C. In emergency, limited parking on the paved roadway will be permitted provided proper safety regulations, including the use of the required flares, signs, and flagmen comply with City of Bloomington requirements.

D. Two-way traffic is to be maintained at all times on N 1750 East Road during this construction. All other roadways can be closed to thru traffic, but must allow local residents access to their driveways at the end of each working day. See Traffic Regulation in Section 01500 and Section 02510 for possible exceptions to this requirement. All parking lots must be left open at all times.

E. All existing side roads and entrance drives adjacent to city streets disturbed by this construction shall be restored to original condition and cross section with same material as now exists, and shall be maintained in a smooth condition for passage of traffic at all times during construction. All residences shall have access to their driveways.

F. Pre-Construction Video and Meeting with Owner

1. Take a pre-construction video as evidence of existing project conditions. Deliver a compact disc with video files to Owner prior to beginning construction.

2. The Contractor shall meet with the City Engineer prior to any construction activity so that both the Contractor and the City are in agreement as to the existing conditions of the pavement.

G. Any underground utility or drainage facility, whether farm tile, sanitary sewer, or storm sewer within the city street right-of-way cut or damaged by this construction shall be restored to functional condition and to the satisfaction of the Owner and the facility. Existing drainage shall be maintained at all times.

H. CIRBN and Campus Communications Group fiber optic lines are going in all over town. These utilities are not shown on the drawings, but the Contractor should expect some conflicts to work through in the field and these conflicts will be considered incidental to the Contract.

I. The Contractor may work from Mondays through Fridays from 7:00 a.m. to 7:00 p.m. These restrictions do not apply during periods of Performance Testing where the length of the testing is longer than 12 hours. Other supplemental conditions may apply (Section 00800; Paragraph 1.8-Article 7-Contractor's Responsibilities).

J. Additional requirements are included under Traffic Control Regulation in Section 01500 and Section 02510.

K. If the Owner activates the Suspension of Work During Freezing Weather provision in Section 01040 all excavation activities shall not re-commence until after the Second Notice to Proceed is issued.

END OF SECTION

SECTION 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 PROJECT/WORK IDENTIFICATION

A. General: Project name is the LAKE BLOOMINGTON WATER MAIN REPLACEMENT as shown on Contract Documents prepared by Clark Dietz, Inc. Drawings and Project Manual dated January 2018.

B. Contract Documents: Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:

1. Existing site conditions and restrictions on use of the site.

C. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

1. The work includes the following Bid Schedules:

a. The BASE BID work includes furnishing and installing approximately 4,270 lineal feet of 8-inch, diameter water main (open cut and trenchless with DIP), service taps and connections, valves, fire hydrant assemblies, surface replacement, and appurtenant work.

END OF SECTION

SECTION 01040

PROJECT COORDINATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following:

1. Sequence of work.

2. Surveys and records/reports.

3. Limitations on use of the site.

4. Special reports.

5. General installation provisions.

6. Cleaning and protection.

7. Conservation.

8. Suspension of work during freezing weather.

9. Pre-construction video and meeting with Owner.

1.3 SEQUENCE OF WORK

A. The Contractor shall provide 2 weeks written notice to each residence prior to beginning construction on that particular street.

B. Coordinate all water service operation interruptions with the resident at least forty-eight (48) hours prior to commencing with work. Except as specified herein, all operations must be maintained during construction. The Contractor is responsible for all temporary piping modifications to facilitate operation. The Owner may require the Contractor to delay or reschedule work as required to maintain the operation of services.

C. Connection of the new main to the existing main and abandonment of pipeline, valves, fire hydrants, and service connections shall be performed after the new water main has been installed satisfactorily, pressure tested, disinfected and approval given by the Owner to proceed with the abandonment. The Contractor shall provide 48 hours written notice to each residence or building prior to abandoning the existing service connection and installation of the new service connection. The outage to each residence or building shall be limited to 4 hours. If the service connection does NOT occur per the first notice time window, then new written notice shall be issued per the above timeline.

D. The Contractor shall notify each residence or building when the new service connection is complete.

1.4 SURVEYS AND RECORDS/REPORTS

A. General: Working from lines and levels established by the design survey, establish and maintain bench marks and other dependable markers. Establish bench marks and markers to set lines and levels for work as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerances. Drawings shall not be scaled to determine dimensions. Advise entities performing work, of marked lines and levels provided for their use.

B. Survey Procedures: Before proceeding with the layout of actual work, verify the layout information shown on the drawings, in relation to the design survey, existing structures and features, and existing benchmarks. As work proceeds, check every major element for line and level. Maintain a surveyor's log or record book of such checks; make this log or record book available for the Owner or Engineer's reference. Record deviations from required lines and levels, and advise the Resident Project Representative promptly upon detection of deviations that exceed indicated or recognized tolerances. Record deviations which are accepted, and not corrected, on record drawings.

1.5 LIMITATIONS ON USE OF THE SITE

A. General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

1.6 SPECIAL REPORTS

A. Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.7 GENERAL INSTALLATION PROVISIONS

A. Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the contract documents.

B. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.

C. Provide attachment and connection devices and methods for securing work. Secure work true to line and level, and within recognized industry tolerances.

D. Recheck measurements and dimensions of the work, as an integral step of starting each installation.

1.8 CLEANING AND PROTECTION

A. General: During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Remove debris from the site daily.

B. Limiting Exposures of Work: To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation the following:

1. Water or ice.
2. Solvents.
3. Chemicals.
4. Light.
5. Puncture.
6. Abrasion.
7. Heavy traffic.
8. Misalignment.
9. Excessive weathering.
10. Unprotected storage.
11. Improper shipping or handling.
12. Theft.
13. Vandalism.

1.9 CONSERVATION

A. General: It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials.

1.10 SUSPENSION OF WORK DURING FREEZING WEATHER

A. If there is not sufficient time to complete all work under this Contract prior to the winter months, all work shall be suspended at the onset of freezing weather, as determined by the Owner. At this time, all excavations shall be backfilled and temporary pavement placed. During the winter months, the Contractor shall be responsible for maintaining temporary pavement and correcting any hazardous conditions which may occur in connection with the project. In the following spring, the Owner's Resident Project Representative will issue a Second Notice to Proceed. At such time, the Contractor shall remobilize on-site and resume work within ten (10) days. All work associated with demobilization in the winter and remobilization in the spring as well as any maintenance required during the winter shall be included in the prices bid under the various proposal items.

1.11 PRE-CONSTRUCTION VIDEO AND MEETING WITH OWNER

A. Take a pre-construction video as evidence of existing project conditions. Deliver a compact disc with video files to Owner prior to beginning construction.

B. The Contractor shall meet with someone from the City Engineering Department prior to any construction activity so that both the Contractor and the City are in agreement as to the existing conditions of the pavement.

END OF SECTION

SECTION 01070

ABBREVIATIONS AND SYMBOLS

PART 1 GENERAL

1.1 REFERENCED STANDARDS

A. Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

B. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

1.2 ABBREVIATIONS

A. The following are definitions of abbreviations which may be used within the Project Manual:

1.	AA	-	Aluminum Association
2.	AASHTO	-	American Association of State Highway and Transportation Officials
3.	ABPA	-	Acoustical and Board Products Association
4.	ACI	-	American Concrete Institute
5.	AGA	-	American Gas Association
6.	AGMA	-	American Gear Manufacturers Association
7.	AIEE	-	American Institute of Electrical Engineers
8.	AIMA	-	Acoustical and Insulating Materials Association
9.	AISC	-	American Institute of Steel Construction
10.	AISI	-	American Iron and Steel Institute
11.	ANSI	-	American National Standard Institute
12.	ASCE	-	American Society of Civil Engineers
13.	ASME	-	American Society of Mechanical Engineers
14.	ASSCBC	-	American Standard Safety Code for Building Construction
15.	ASTM	-	American Society for Testing and Materials
16.	AWPA	-	American Wood Preservers Association
17.	AWPB	-	American Wood Preservers Bureau
18.	AWS	-	American Welding Society
19.	AWWA	-	American Water Works Association
20.	CRSI	-	Concrete Reinforcing Steel Institute
21.	CS	-	Commercial Standard

22. E/A - Engineer and/or Architect
23. FS - Federal Specifications
24. IDOT - Illinois Department of Transportation
25. IEEE - Institute of Electrical and Electronic Engineers
26. IPCEA - Insulated Power Cable Engineers Association
27. NBS - National Bureau of Standards
28. NEC - National Electrical Code
29. NECA - National Electrical Contractor's Association
30. NEMA - National Electrical Manufacturers Association
31. NFPA - National Fire Protection Association
32. NSF - National Science Foundation
33. OSHA - U.S. Department of Labor, Occupational Safety and Health Administration
34. PCA - Portland Cement Association
35. PCI - Prestressed Concrete Institute
36. PS - United States Products Standards
37. SAE - Society of Automotive Engineers
38. SDI - Steel Deck Institute
39. SJI - Steel Joists Institute
40. SMACNA - Sheet Metal and Air Conditioning Contractor's National Association
41. STD SPEC or STANDARD SPECIFICATIONS
    - Applicable State Department of Transportation Standard Specifications for Road and Bridge Construction, current edition and Supplemental Specifications and Recurring Special Provisions, current edition.
42. STD SPEC's – Water & Sewer
    - Standard Specifications for Water and Sewer Construction in Illinois, current edition
43. SSPC - Structural Steel Painting Council
44. UL - Underwriter's Laboratories, Inc.

END OF SECTION

SECTION 01090

DEFINITIONS AND STANDARDS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

A. General: This section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.

1. The term "Regulations" is defined to include laws, statutes, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the Work regardless of whether they are lawfully imposed by governing authority or not.

B. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.

1.3 DEFINITIONS

A. General Explanation: Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily complete, but are general for the Work to the extent that they are not stated more explicitly in another element of the contract documents.

1. Approve: Where used in conjunction with the Engineer's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the term "approved" will be held to limitations of the Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will the Engineer's approval be interpreted as a release of the Contractor from responsibilities to fulfill requirements of contract documents or acceptance of the Work, unless otherwise provided by requirements of the contract documents.

2. Directed, Requested, etc.: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by the

Owner", "requested by the Owner", and similar phrases. However, no such implied meaning will be interpreted to extend the Owner's responsibility into the Contractor's area of construction supervision.

3. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

4. General Requirements: Provisions and requirements of other Division-1 sections apply to the entire work of the Contract and, where so indicated, to other elements which are included in the project.

5. Indicated: The term "indicated" is a cross-reference to graphic representations, notes or schedules on the drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate the cross-reference, and no limitation of location is intended except as specifically noted.

6. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, applying, working to dimension, protecting, cleaning and similar operations."

7. Installer: The "installer" is "the entity" (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular element of construction at the project site, including installation, erection, application and similar required operations. It is a requirement that installers are experienced in the operations they are engaged to perform.

8. Project Site: The term "project site" means the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the drawings and may or may not be identical with the description of the land upon which the project is to be built.

9. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

10. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests of the Work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.

1.4 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. General: This article is provided to help the user of these specifications more readily understand the format, language, implied requirements and similar conventions of content. None of the following explanations shall be interpreted to modify the substance of contract requirements.

B. Production Methods: Portions of these specifications have been produced by editing master specifications and the standard specifications covenants applicable to construction; they may contain minor deviations from traditional writing formats. Such deviations are a natural result of this production technique, and no other meaning shall be implied.

C. Specification Format: These specifications are organized based upon the Construction Specifications Institute's 16-Division format. The organization of these specifications into Divisions, Sections or Trade Headings conforms generally to recognized industry practice.

D. Specification Content: This project specification has been produced employing certain conventions in the use of language as well as conventions regarding the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

1. In certain circumstances, language used in specifications and other contract documents is of the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where the full context of the contract documents so indicates.

2. Imperative Language is used generally in the specifications. Requirements expressed imperatively are to be performed by the Contractor. At certain locations in the text, for clarity, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.

E. Methods of Specifying: Techniques or methods of specifying requirements vary throughout the text. The method used for specifying one element of the Work has no bearing on requirements for another element of the Work.

F. Assignment of Specialists: In certain circumstances, the specification requires or implies that specific elements of the Work are to be assigned to specialists who must be engaged to perform that element of the Work. Such assignments are special requirements over which the Contractor has no choice or option. They are intended to establish which party or entity involved in a specific element of the Work is considered as being sufficiently experienced in the indicated construction processes or operations to be recognized as "expert" in those processes or operations. Nevertheless, the ultimate responsibility for fulfilling all contract requirements remains with the Contractor.

1. These requirements should not be interpreted to conflict with the enforcement of building codes and similar regulations governing the Work. They are also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

G. Trades: The use of certain titles such as "carpentry" in the specification, is not intended to imply that the Work must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter". It also is not intended to imply that the requirements specified apply exclusively to trades persons of that corresponding generic name.

1.5 DRAWING SYMBOLS

A. General: Except as otherwise indicated, graphic symbols used on the drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.

1.6 INDUSTRY STANDARDS

A. Applicability of Standards: Except where more explicit or stringent requirements are written into the contract documents, applicable construction industry standards have the same force and effect as if bound into or copied directly into the contract documents. Such industry standards are made a part of the contract documents by reference. Individual specification sections indicate which codes and standards the Contractor must keep available at the project site for reference.

1. Referenced standards (standards referenced directly in the contract documents) take precedence over standards that are not referenced but generally recognized in the industry for applicability to the Work.

2. Unreferenced Standards: Except as otherwise limited by the contract documents, standards not referenced but recognized in the construction industry as having direct applicability will be enforced for performance of the Work. The decision as to whether an industry code or standard is applicable, or as to which of several standards are applicable, is the sole responsibility of the Engineer.

B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standards in effect as of date of contract documents.

1. Updated Standards: At the request of the Engineer, Contractor or governing authority, submit a change order proposal where an applicable industry code or standard has been revised and reissued after the date of the contract documents and before the performance of the Work affected. The Engineer will decide whether to issue a change order to proceed with the updated standard.

C. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the contract documents specifically indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Engineer for a decision before proceeding.

1. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified is intended to be the minimum to be provided or performed. Unless otherwise indicated, the actual Work may either comply exactly, within specified tolerances, with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits. In complying with these requirements, the indicated numeric values are minimum or maximum values, as noted, or as appropriate for the context of the requirements. Refer instances of uncertainty to the Engineer for decision before proceeding.

D. Copies of Standards: The contract documents require that each entity performing work be experienced in that part of the Work being performed. Each entity is also required to be familiar with industry standards applicable to that part of the Work. Copies of applicable standards are not bound with the contract documents.

1. Where copies of standards are needed for proper performance of the Work, the Contractor is required to obtain such copies directly from the publication source.

2. Although copies of standards needed for enforcement of requirements may be required submittals, the Engineer reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of contract documents:

1. AASHTO American Association of State Highway and Transportation Officials
444 North Capitol Street, Suite 225
Washington, DC 20001 (202) 624-5800

2. AI Asphalt Institute
Asphalt Institute Building
College Park, MD 20740 (301) 277-4258

3.	ANSI	American National Standards Institute 1430 Broadway New York, NY 10018	(212) 354-3300
4.	ASTM	ASTM 655 Fifteenth Street NW Washington, DC 20005	(202) 639-4025
5.	AWS	American Welding Society P.O. Box 351040 550 Le Jeune Road NW Miami, FL 33135	(305) 443-9353
6.	AWWA	American Water Works Association 6666 W. Quincy Ave. Denver, CO 80235	(303) 794-7711

F. Federal Government Agencies: Names and titles of federal government standard or specification producing agencies are frequently abbreviated. The following acronyms or abbreviations as referenced in the contract documents indicate names of standard or specification producing agencies of the federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up-to-date as of the date of the contract documents.

1.	DOT	Department of Transportation 400 Seventh Street SW Washington, DC 20590	(202) 426-4000
2.	EPA	Environmental Protection Agency 401 M Street SW Washington, DC 20460	(202) 829-3535
3.	OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) Government Printing Office Washington, DC 20402	(202) 783-3238

G. State Government Agencies: Names and titles of state government standard or specification producing agencies are frequently abbreviated. The following acronyms or abbreviations as referenced in the contract documents indicate names of standard or specification producing agencies of the state government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up-to-date as of the date of the contract documents.

1. IDOT Illinois Department of Transportation
13473 IL Highway 133
PO Box 610
Paris, IL 61944

2. IEPA Illinois Environmental Protection Agency
1021 N. Grand Avenue East
PO Box 19276
Springfield, IL 62794-9276

1.7 GOVERNING REGULATIONS/AUTHORITIES

A. General: The procedure followed by the Engineer has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to the Contractor's responsibilities for performing the Work. Contact governing authorities directly for necessary information and decisions having a bearing on performance of the Work.

1.8 SUBMITTALS

A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

END OF SECTION

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 DESCRIPTION

A. Payment for all Work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items listed herein. Work for which there is not a Pay Item and all costs pertaining thereto shall be included in the unit prices of other pay items listed in the proposal or shall be considered incidental to the Contract and no additional compensation will be allowed.

B. All lien waivers submitted in connection with any request for payment shall include and be deemed to include a waiver of any and all rights under The Public Construction Bond Act (30 ILCS 550/2) as amended from time to time

C. The Owner reserves the right to alter the Drawings, modify incidental work as may be necessary, and increase or decrease quantities of work to be performed in accord with such changes, including deduction or cancellation of any one or more of the Pay Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of Work to be performed, the Contractor will accept payment according to Contract Unit Prices that appear in the original Contract. A supplemental agreement between the Contractor and the Owner will be required when such changes involve a net increase or decrease of more than 25 percent in the total contract amount.

D. Quantities necessary to complete the Work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

E. Pay Items which are to be measured in terms of weight shall be weighed on scales which have been approved by the Owner prior to receipt of any weighed material. Approved weight tickets must be given to the Owner prior to the material being placed.

F. The Owner's Representative will make measurements and determinations as necessary to classify the work within pay items and determine the quantities for pay purposes; such decisions will be final after three (3) days if the Contractor does not submit a written notice as defined in the following paragraph.

G. If the Contractor differs with the Owner's Representative's classification of the Pay Items or determination of quantities of the Pay Items, he must notify the Owner's Representative in writing within three (3) days of the time that the Contractor is informed of the Owner's Representative's decision. Otherwise the Owner will not consider any such difference as a claim for payment.

H. Any such written notice received by the Owner's Representative from the Contractor within the three (3) day period shall be just reason for the Owner's Representative to reevaluate his previous decision.

1.2 WATER MAINS (OPEN CUT)

A. The work of this Measurement and Payment Item consists of water mains installed by open cut method, including: all excavation, except rock excavation; clearing and grubbing; locating existing water main; furnishing and installing transition fittings for dissimilar pipe materials; furnishing and installing pipe fittings (such as reducers, elbows, etc.); polyethylene wrap; tracer wire; watertight plugs; thrust restraint; bedding, and backfill including granular trench backfill where required; testing; chlorination taps; disinfection; protection, replacement or repair of utilities, drainage systems, structures, mailboxes, and miscellaneous property; removal of surplus excavated material; removal and replacement of pavement, sidewalks and curb and gutter for incidental parallel and perpendicular crossings; fence removal and reinstallation; seeding and clean-up.

B. Measurement: Water main will be measured in lineal feet along the centerline of the pipe.

C. Basis of Payment: Water main will be paid for at the Contract Unit Price Bid per lineal foot for 8" POLY-WRAPPED DIP WATER MAIN, OPEN CUT, BACKFILL METHOD 2 or 8" POLY-WRAPPED DIP WATER MAIN, OPEN CUT, BACKFILL METHOD 4.

1.3 WATER MAINS (OPEN CUT WITH CASING)

A. The work of this Measurement and Payment Item consists of water mains installed by open cut method, with casing, including: all excavation, except rock excavation; clearing and grubbing; furnishing and installing transition fittings for dissimilar pipe materials; furnishing and installing water main and casing pipe (either PVC or steel casing is allowed unless casing material is specified on Drawings) and fittings; polyethylene wrap; casing spacers and end seals; tracer wire; watertight plugs; thrust restraint; bedding, and backfill including granular trench backfill where required; testing; chlorination taps; disinfection; protection, replacement or repair of utilities, drainage systems, structures, mailboxes, and miscellaneous property; removal of surplus excavated material; removal and replacement of pavement, sidewalks and curb and gutter for incidental parallel and perpendicular crossings; seeding; and clean-up.

B. Measurement: Water main will be measured in lineal feet along the centerline of the pipe.

C. Basis of Payment: Water main will be paid for at the Contract Unit Price Bid per lineal foot for 8" POLY-WRAPPED DIP WATER MAIN, OPEN CUT WITH 16-INCH CASING, BACKFILL METHOD 4.

1.4 WATER MAINS (BORE AND JACK WITH CASING)

A. The work of this Measurement and Payment Item consists of water mains installed by bore and jack method, including: all excavation, except rock excavation; clearing and grubbing; furnishing and installing transition fittings for dissimilar pipe materials; furnishing and installing water main and casing pipe; casing spacers and end seals; polyethylene wrap; watertight plugs; thrust blocks and joint restraints; testing; disinfection; protection, replacement or repair of utilities, drainage systems, structures, mailboxes, and miscellaneous property; removal of surplus excavated material; removal of surplus excavated material; removal and replacement of pavement, sidewalks and curb and gutter for incidental parallel and perpendicular crossings; seeding; and clean-up.

B. Measurement: Water main will be measured in lineal feet along the centerline of the pipe.

C. Basis of Payment: Water main will be paid for at the Contract Unit Price Bid per lineal foot for 8" POLY-WRAPPED DIP WATER MAIN, BORE AND JACK WITH 16-INCH CASING.

1.5 WATER MAIN QUALITY SEWERS (OPEN CUT) ***(Will be performed only at Owner's request)***

A. Description: The work of this Measurement and Payment Item consists of combined/storm sewers installed by open cut method, including: all excavation, except rock excavation; clearing and grubbing; topsoil stripping; locating existing sewers and inlets; furnishing and installing transition fittings for dissimilar pipe materials; furnishing and installing water main quality pipe; furnishing and installing connections; polyethylene wrap; watertight plugs; plug/remove sewers and drainage structures that are to be abandoned as indicated in the Drawings or by the Engineer; furnishing and installing pipe bedding and backfill including granular trench backfill or controlled low strength material (CLSM) where required; removal and replacement of pavement, sidewalks and curb and gutter for incidental parallel and perpendicular crossings; testing; protection, replacement or repair of utilities, drainage systems, structures, mailboxes, and miscellaneous property; removal of surplus excavated material; bypass pumping; finish grading; topsoil placement; seeding; and clean-up. A quantity has been included in the plans for the purpose of establishing a unit bid price for water main quality sewers. It is hereby understood that the City of Bloomington reserves the right to delete any or all of this pay item from the contract. Should the City of Bloomington delete any or all of this pay item from the contract, the Contractor will receive no remuneration for the deleted item.

B. Measurement: Water main quality sewers will be measured in lineal feet along the centerline of the pipe.

C. Basis of Payment: Water main quality pipe will be paid for at the Contract Unit Price Bid per lineal foot for 12-INCH DIAMETER DIP WATER MAIN QUALITY SEWER, OPEN CUT, BACKFILL METHOD 4.

1.6 SANITARY LATERALS ***(Will be performed only at Owner's request)***

A. Description: The work of this Measurement and Payment Item consists of installing sanitary lateral connections, open cut installation, including: all excavation, except rock excavation; locating existing lateral connections; furnishing and installing transition fittings for dissimilar pipe materials; furnishing and installing all water main quality pipe (match existing service diameter); all necessary fittings for a complete installation, including connecting to existing service connections; concrete brick support; granular backfill where under or within 2 feet of pavement; removal and replacement of pavement, sidewalks and curb and gutter for incidental parallel and perpendicular crossings; replacement of excavated areas to match existing ground cover conditions; testing; protection, replacement or repair of utilities, drainage systems, structures, mailboxes, homeowner's property and miscellaneous property; removal of surplus excavated material; bypass pumping; and clean-up. ***This item does not cover incidental crossings covered by the water main pay item.*** A quantity has been included in the plans for the purpose of establishing a unit bid price for sanitary laterals. It is hereby understood that the City of Bloomington reserves the right to delete any or all of this pay item from the contract. Should the City of Bloomington delete any or all of this pay item from the contract, the Contractor will receive no remuneration for the deleted item.

B. Basis of Payment: Sanitary laterals will be paid for at the Contract Unit Price Bid per each for SANITARY LATERAL CONNECTION, 6-INCH DIAMETER DIP, OPEN CUT, BACKFILL METHOD 4.

1.7 CONNECTION TO EXISTING WATER MAIN

A. Description: The work of this Measurement and Payment Item consists of connection of the new water main to the existing water mains, including: all excavation, except rock excavation; locating existing water main; furnishing and installing transition fittings for dissimilar pipe materials and changes in elevation; furnishing and installing pipe, reducers, elbows and other fittings as necessary from the outlet at the new main to the connection with the existing main; casings required for separation with storm or sanitary sewers; watertight plugs; thrust restraint; bedding, and backfill including granular trench backfill where required; removal and replacement of pavement, sidewalk and curb and gutter for incidental parallel and perpendicular crossings; testing; disinfecting; protection, replacement or repair of utilities, drainage systems, structures, mailboxes, and miscellaneous property; removal of surplus excavated material; seeding; and clean-up.

B. Basis of Payment: This work will be paid for at the Contract Unit Price Bid per each for CONNECTION TO EXISTING WATER MAIN.

1.8 CONNECTION TO EXISTING WATER MAIN WITH TAPPING SLEEVE AND VALVE

A. Description: The work of this Measurement and Payment Items consists of connection of the new water main to the existing water mains with tapping sleeve and valve of the size indicated on the Drawings, including: all excavation, except rock excavation, locating existing water main; furnishing and delivering the tapping sleeve, tapping valve and valve box to the site in the location as shown on the Drawings for Owner installation; all necessary fittings for a complete installation as shown on the Drawings, including dissimilar pipe materials and changes in elevation; furnishing and installing gate valves, restrained pipe, reducers, elbows and other fittings as necessary from the outlet at the new main to the connection with the existing main; casings required for separation with storm or sanitary sewers; water tight plugs; thrust restraint; furnishing and installing granular backfill; removal and replacement of pavement, sidewalk and curb and gutter for incidental parallel and perpendicular crossings; testing; disinfection; protection, replacement or repair of utilities, drainage systems, structures, mailboxes, and miscellaneous property; removal of surplus excavated material; seeding; and clean-up.

B. Basis of Payment: Tapping sleeve and valve shall be paid for at the Contract Unit Price Bid per each for CONNECION TO EXISTING WATER MAIN WITH TAPPING SLEEVE AND VALVE.

1.9 GATE VALVE AND BOX

A. Description: The work of this Measurement and Payment Item consists of gate valve and box, including: all excavation, except rock excavation; furnishing and installing gate valve and valve box; blind flange; all necessary fittings for a complete installation as shown on the Drawings; concrete block support; granular backfill; removal and replacement of pavement, sidewalks and curb and gutter for incidental crossings; testing; disinfection; protection, replacement or repair of utilities, drainage systems, structures, mailboxes, and miscellaneous property; removal of surplus excavated material; and clean-up.

B. Basis of Payment: Gate valve and box will be paid for at the Contract Unit Price Bid per each for 8” GATE VALVE AND BOX.

1.10 FIRE HYDRANT ASSEMBLY

A. Description: The work of this Measurement and Payment Item consists of fire hydrant assembly, including: all excavation, except rock excavation; furnishing and installing the fire hydrant, pipe and tee from the water main outlet to the hydrant assembly, all necessary fittings for a complete installation as shown on the Drawings, hydrant extension, auxiliary gate valve, valve box, thrust blocks, drainage system, and appurtenances; granular backfill; testing; disinfection; protection, replacement, or repair of utilities, drainage systems, structures, mailboxes, and miscellaneous property; removal of surplus excavated material;

removal and replacement of pavement, sidewalks and curb and gutter for incidental parallel and perpendicular crossings; and clean-up.

B. Basis of Payment: Fire hydrant assemblies will be paid for at the Contract Unit Price Bid per each for FIRE HYDRANT ASSEMBLY.

1.11 SERVICE TAP AND CONNECTION

A. Description: The work of this Measurement and Payment Item consists of service tap and connection, open cut installation, including: all excavation, except rock excavation; locating existing service connections (additional investigation required for services where the curb stop couldn't be located or where the service line location is unknown); furnishing and installing corporation stop, elbow, Type K, minimum 1-inch diameter (or match existing service diameter, whichever is greater) copper service pipe (including service pipe extending onto private property as shown on the Drawings), transition to existing service diameter after the curb stop, curb box, curb stop, and b-box; all necessary fittings for a complete installation, including connecting to existing service connections, as shown on the Drawings; concrete brick support; granular backfill where under or within 2 feet of pavement; sidewalk, pavement and curb and gutter removal and replacement; replacement of excavated areas to match existing ground cover conditions; testing; disinfection; protection, replacement or repair of utilities, drainage systems, structures, mailboxes, homeowner's property and miscellaneous property; removal of surplus excavated material; and clean-up. For services larger than 1-inch in diameter, a minimum of a 4-inch service outlet from the main shall be installed and then reduced to match the existing service size. 1.5-inch services shall be reduced down to a 2-inch line from the 4-inch valve to the existing service, where the 2-inch line will be reduced down to the 1.5" service. Trenchless methods are encouraged but not required within private property to minimize disruption to property.

B. Basis of Payment: Service tap and connection will be paid for at the Contract Unit Price Bid per each for 1" SERVICE TAP AND CONNECTION or 1" SERVICE TAP, LOCATION INVESTIGATION AND CONNECTION.

1.12 SERVICE TAP AND CONNECTION (WITH CASING) ***(Will be performed only at Owner's request)***

A. The work of this Measurement and Payment Item consists of service tap and connection installed by open cut method, with PVC casing, including: all excavation, except rock excavation; locating existing service connections; furnishing and installing corporation stop, elbow, Type K, minimum 1-inch diameter (or match existing service diameter, whichever is greater) copper service pipe (including service pipe extending onto private property as shown on the Drawings), PVC casing pipe for separation requirements, transition to existing service diameter after the curb stop, curb box, curb stop, and b-box; all necessary fittings for a complete installation, including connecting to existing service connections, as shown on the Drawings; concrete brick support; granular backfill where

under or within 2 feet of pavement; sidewalk, pavement and curb and gutter removal and replacement for incidental parallel and perpendicular crossings; replacement of excavated areas to match existing ground cover conditions; testing; disinfection; protection, replacement or repair of utilities, drainage systems, structures, homeowner's property and miscellaneous property; removal of surplus excavated material; and clean-up. For services larger than 1-inch in diameter, a minimum of a 4-inch service outlet from the main shall be installed and then reduced to match the existing service size. 1.5-inch services shall be reduced down to a 2-inch line from the 4-inch valve to the existing service, where the 2-inch line will be reduced down to the 1.5" service. A quantity has been included in the plans for the purpose of establishing a unit bid price for the special type of service connection. It is hereby understood that the City of Bloomington reserves the right to delete any or all of this pay item from the contract. Should the City of Bloomington delete any or all of this pay item from the contract, the Contractor will receive no remuneration for the deleted item.

B. Basis of Payment: Service tap and connection will be paid for at the Contract Unit Price Bid per each for 1" SERVICE TAP AND CONNECTION (WITH CASING).

1.13 STORM SEWER INLETS ***(Will be performed only at Owner's request)***

A. Description: The work of this Measurement and Payment Item consists of installing storm sewer inlets, including: all excavation, except rock excavation; furnishing and installing inlet Type H with Type 50 Frame and Grate; all necessary fittings for a complete installation, including connecting to existing storm sewer, as shown on the Drawings or as directed by the Engineer; concrete brick support; granular backfill where within 2 feet of pavement; pavement and curb and gutter removal and replacement; replacement of excavated areas to match existing ground cover conditions; testing; protection, replacement or repair of utilities, drainage systems, structures, homeowner's property and miscellaneous property; removal of surplus excavated material; sidewalk replacement; and clean-up. A quantity has been included in the plans for the purpose of establishing a unit bid price for storm sewer inlets. It is hereby understood that the City of Bloomington reserves the right to delete any or all of this pay item from the contract. Should the City of Bloomington delete any or all of this pay item from the contract, the Contractor will receive no remuneration for the deleted item.

B. Basis of Payment: Storm sewer inlets will be paid for at the Contract Unit Price Bid per each for STORM SEWER INLETS.

1.14 ABANDONMENT OF EXISTING WATER MAIN, VALVES, HYDRANTS, SERVICE CONNECTIONS

A. Description: The work of this Measurement and Payment Item consists of all necessary work to abandon the existing water main, including all excavation, except rock excavation; locating existing water main, valves, hydrants and service connections; dewatering the abandoned line; cutting and removing sections of pipe, installing restrained plugs and caps, isolation valves and thrust restraint; removing and disposing of valve boxes, curb boxes

and fire hydrants to a minimum of 1 foot below grade; backfilling with granular trench material where required; pavement removal and replacement; protection, replacement or repair of utilities, drainage systems, structures, and miscellaneous property; removal of surplus excavated material; seeding; and clean up.

B. Basis of Payment: This work will be paid for at the Contract Unit Price Bid lump sum for ABANDONMENT OF EXISTING WATER MAIN, VALVES, HYDRANTS, SERVICE CONNECTIONS.

1.15 SURFACE REMOVAL AND REPLACEMENT, HMA PAVEMENT

A. Description: The work of this Measurement and Payment Item consists of all necessary work to remove existing pavement over trench; saw cutting; furnish and install, complete, 7" aggregate base course, prime coat, 2" Hot-Mix Asphalt binder course and 2" Hot-Mix Asphalt surface course (unless the Contractor elects to use full depth Hot-Mix Asphalt section), within the limits shown on the Drawings and in accordance with Project Manual Section 02510. Any other pavement removal and replacement for the Contractor's convenience is considered incidental.

B. Measurement: Surface replacement over trenches will be measured in lineal feet along the centerline of pipe installed for open cut trench construction including services, main pipe, connection, and abandonment.

C. Basis of Payment: Surface replacement over trenches will be paid for at the Contract Unit Price Bid per lineal foot for SURFACE REMOVAL AND REPLACEMENT, HMA PAVEMENT.

1.16 SURFACE REMOVAL AND REPLACEMENT, HMA PAVEMENT, OWNER ***(Will be performed only at Owner's request)***

A. Description: The work of this Measurement and Payment Item consists of all necessary work to remove existing pavement; saw cutting; furnish and install, complete, 7" aggregate base course, prime coat, 2" Hot-Mix Asphalt binder course and 2" Hot-Mix Asphalt surface course (unless the Contractor elects to use full depth Hot-Mix Asphalt section), within the limits designated by the Owner and in accordance with Project Manual Section 02510. A quantity has been included in the plans for the purpose of establishing a unit bid price for the surface removal and replacement, HMA pavement, as directed by the Owner. It is hereby understood that the City of Bloomington reserves the right to delete any or all of this pay item from the contract. Should the City of Bloomington delete any or all of this pay item from the contract, the Contractor will receive no remuneration for the deleted item.

B. Measurement: Surface replacement at Owner's request will be measured in square yards of surface area replaced.

C. Basis of Payment: Surface replacement at Owner's request will be paid for at the Contract Unit Price Bid per square yard for SURFACE REMOVAL AND REPLACEMENT, HMA PAVEMENT, OWNER

1.17 SURFACE REMOVAL AND REPLACEMENT, AGGREGATE PAVEMENT

A. Description: The work of this Measurement and Payment Item consists of all necessary work to remove existing pavement over trench; saw cutting; furnish and install, complete, 12" aggregate surface course within the limits shown on the Drawings and in accordance with Project Manual Section 02510. Any other pavement removal and replacement for the Contractor's convenience is considered incidental.

B. Measurement: Surface replacement over trenches will be measured in lineal feet along the centerline of pipe installed for open cut trench construction including services, main pipe, connection, and abandonment.

C. Basis of Payment: Surface replacement over trenches will be paid for at the Contract Unit Price Bid per lineal foot for SURFACE REMOVAL AND REPLACEMENT, AGGREGATE PAVEMENT.

1.18 SURFACE REMOVAL AND REPLACEMENT, AGGREGATE PAVEMENT, OWNER ***(Will be performed only at Owner's request)***

A. Description: The work of this Measurement and Payment Item consists of all necessary work to remove existing pavement; saw cutting; furnish and install, complete, 12" aggregate surface course within the limits designated by the Owner and in accordance with Project Manual Section 02510. A quantity has been included in the plans for the purpose of establishing a unit bid price for the surface removal and replacement, aggregate pavement, as directed by the Owner. It is hereby understood that the City of Bloomington reserves the right to delete any or all of this pay item from the contract. Should the City of Bloomington delete any or all of this pay item from the contract, the Contractor will receive no remuneration for the deleted item.

B. Measurement: Surface replacement at Owner's request (General items) will be measured in square yards of surface area replaced.

C. Basis of Payment: Surface replacement at Owner's request (General items) will be paid for at the Contract Unit Price Bid per square yard for SURFACE REMOVAL AND REPLACEMENT, AGGREGATE PAVEMENT, OWNER

1.19 4" PCC SIDEWALK REMOVAL AND REPLACEMENT (***Will be performed only at Owner's request)***

A. Description: The work of this Measurement and Payment Item consists of Portland Cement Concrete sidewalk, matching the existing sidewalk width, including: topsoil

stripping and storing; all excavation; saw cutting; removal and disposal of existing concrete sidewalk where applicable; furnishing and installing all form work; furnishing, installing and finishing concrete; removing form work; joints; protection, replacement or repair of utilities, drainage systems, structures, and miscellaneous property; removal of surplus excavated material and clean-up. **Provide complete panel replacement for all panels damaged during construction**. Panels damaged by the Contractor are not included in this item and should be replaced at no cost to the City. A quantity has been included in the plans for the purpose of establishing a unit bid price for the sidewalk removal and replacement. It is hereby understood that the City of Bloomington reserves the right to delete any or all of this pay item from the contract. Should the City of Bloomington delete any or all of this pay item from the contract, the Contractor will receive no remuneration for the deleted item.

B. Measurement: Sidewalk replacement at Owner's request will be measured per square foot of surface area replaced.

C. Basis of Payment: Sidewalk replacement at Owner's request will be paid for at the Contract Unit Price Bid per square foot for 4" PCC SIDEWALK REMOVAL AND REPLACEMENT

1.20 PCC ADA RAMP ***(Will be performed only at Owner's request)***

A. Description: The work of the Measurement and Payment Item consists of a sidewalk curb ramp accessible to the disabled, including: all excavation; saw cutting; removal of existing ramp if applicable; determining and laying out the work in compliance with current ADA sidewalk curb ramp requirements; installing all form work; furnishing and installing compacted sand base; furnishing, installing, and finishing concrete; furnishing and installing ADA detectable warning material; removing form work; joints; protection, replacement or repair of utilities, drainage systems, structures, and miscellaneous property; removal of surplus excavated material; and clean-up. A quantity has been included in the plans for the purpose of establishing a unit bid price for the ADA ramp removal and replacement. It is hereby understood that the City of Bloomington reserves the right to delete any or all of this pay item from the contract. Should the City of Bloomington delete any or all of this pay item from the contract, the Contractor will receive no remuneration for the deleted item.

B. Basis of Payment: Sidewalk curb ramp accessible to the disabled will be paid for at the Contract Unit Price Bid per each for PCC ADA RAMP.

1.21 PCC DRIVEWAY REMOVAL AND REPLACEMENT ***(Will be performed only at Owner's request)***

A. Description: The work of this Measurement and Payment Item consists of Portland Cement Concrete driveway, matching the existing driveway width, including: topsoil stripping and storing; all excavation; saw cutting; removal and disposal of existing concrete

where applicable; furnishing and installing all form work; furnishing, installing and finishing concrete; removing form work; joints; protection, replacement or repair of utilities, drainage systems, structures, and miscellaneous property; removal of surplus excavated material and clean-up. Any other driveway removal and replacement for the Contractor's convenience is considered incidental. **Provide complete panel replacement for all panels damaged during construction**. Panels damaged by the Contractor are not included in this item and should be replaced at no cost to the City. A quantity has been included in the plans for the purpose of establishing a unit bid price for the PCC driveway removal and replacement. It is hereby understood that the City of Bloomington reserves the right to delete any or all of this pay item from the contract. Should the City of Bloomington delete any or all of this pay item from the contract, the Contractor will receive no remuneration for the deleted item.

B. Measurement: Driveway replacement at Owner's request will be measured per square foot of surface area replaced.

C. Basis of Payment: Driveway replacement over trenches will be paid for at the Contract Unit Price Bid per square foot for PCC DRIVEWAY REMOVAL AND REPLACEMENT.

1.22 HMA DRIVEWAY REMOVAL AND REPLACEMENT ***(Will be performed only at Owner's request)***

A. Description: The work of this Measurement and Payment Item consists of all necessary work to remove existing driveway pavement over trench, saw cutting; matching the existing driveway width; topsoil stripping and storing; all excavation; protection, replacement or repair of utilities, drainage systems, structures, and miscellaneous property; removal of surplus excavated material and clean-up; and furnish and install, complete, aggregate base course, prime coat, Hot-Mix Asphalt binder course and Hot-Mix Asphalt surface course in accordance with Project Manual Section 02510. Any other driveway removal and replacement for the Contractor's convenience is considered incidental. **Provide complete replacement to neat cut lines and joints to all sections damaged during construction**. Pavement damaged by the Contractor are not included in this item and should be replaced at no cost to the City. A quantity has been included in the plans for the purpose of establishing a unit bid price for the HMA driveway removal and replacement. It is hereby understood that the City of Bloomington reserves the right to delete any or all of this pay item from the contract. Should the City of Bloomington delete any or all of this pay item from the contract, the Contractor will receive no remuneration for the deleted item.

B. Measurement: Driveway replacement at Owner's request will be measured per square foot of surface area replaced.

C. Basis of Payment: Driveway replacement over trenches will be paid for at the Contract Unit Price Bid per square foot for HMA DRIVEWAY REMOVAL AND REPLACEMENT.

1.23 CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL) ***(Will be performed only at Owner's request)***

A. Description: The work of this Measurement and Payment Items consists of constructing combination concrete curb and gutters with reinforcement as detailed on the plans and in accordance with Section 606 of the Standard Specifications. Two number 4 epoxy coated reinforcement bars shall be placed continuously in the curb and gutters.

New curb back shall be raised to a minimum of 3" above the adjacent finished grade of the road surface, and installed with up to a 6" high curb face where possible; this may result in the new curb exceeding the height of the adjacent existing curb that is not being replaced. In these cases, a transition will be made from the new curb height down to the old curb height using an inch per foot to determine the slope.

When the adjacent existing curb to remain is at least 3" in height, then the new curb may be installed to match the existing curb. Exception to the provision is lay down style curb; where any spot replacement will match the existing adjacent curb.

The work shall be for planed, clean pre-saw cut curb removal only; furnishing and installing complete concrete curb and gutter matching the existing size and type, where directed by the City: including all excavation, except rock excavation; removal and disposal of existing concrete where applicable; saw cutting; formwork; finishing; stripping forms; Portland Cement Concrete; backfill; protection, replacement or repair of utilities, drainage systems, structures and miscellaneous property; removal of surplus excavated material; finish grading; and clean-up. Any pavement removal and replacement adjacent to this curb and gutter replacement is considered incidental if it is not separately covered by the surface removal and replacement over a trench. Any other concrete curb and gutter and pavement removal and replacement for the Contractor's convenience is considered incidental. Curb and gutter damaged by the Contractor is not included in this item and should be replaced at no cost to the City. A quantity has been included in the plans for the purpose of establishing a unit bid price for the curb and gutter removal and replacement. It is hereby understood that the City of Bloomington reserves the right to delete any or all of this pay item from the contract. Should the City of Bloomington delete any or all of this pay item from the contract, the Contractor will receive no remuneration for the deleted item.

B. Measurement: Curb replaced at perpendicular trench crossings shall be paid for at 6 lineal feet per crossing, including services, main pipe, connection, and abandonment. Curb replaced at angled trench crossings shall be measured and will be paid at a maximum of 10 lineal feet unless a longer length is pre-approved by the Owner. Other curb replacement at Owner's request will be measured in lineal feet along the flow line of curb replaced.

C. Basis of Payment: Concrete curb and gutter will be paid for at the Contract Unit Price Bid per lineal foot for CONCRETE CURB AND GUTTER REMOVAL AND

REPLACEMENT (SPECIAL), which price shall include all labor, material, reinforcement bars and equipment necessary to complete the work as specified herein.

1.24 GRANULAR TRENCH STABILIZATION

A. Description: The work of this Measurement and Payment Item consists of granular trench stabilization, including: excavation and off-site removal of unsuitable material; furnishing and placing coarse granular trench stabilization as specified in Section 02221.

B. The price bid for Granular Trench Stabilization shall be in addition to the price bid for water main or sewer main.

C. Measurement: Granular trench stabilization will be measured in tons of material furnished and placed. The first 20 tons of stabilization material shall be incidental to the Contract and will not be paid for separately.

D. Basis of Payment: Granular trench stabilization in excess of the initial 20 tons will be paid for at the Contract Unit Price Bid per ton for GRANULAR TRENCH STABILIZATION.

1.25 TRAFFIC CONTROL AND PROTECTION (SPECIAL)

A. Description: The work of this Measurement and Payment Item consists of general cost items associated with performance of the work by the Contractor for all labor, materials, equipment, transportation, handling, and incidental work necessary to furnish, install, relocate, inspect, maintain, and remove all traffic control devices as required by the Traffic Control and Protection Details, applicable Highway Standards and any additional traffic control devices and signs required for the work or as directed by the Engineer, for the duration of the contract. No separate payment will be made for complying with the provisions of individual Highway Standards.

The Contractor shall submit a City of Bloomington Traffic Control Authorization Request to the City Engineer and City of Bloomington Water Department 48 hours in advance for any traffic control or an impending street closing prior to beginning work and after the street is clear. No streets shall be closed without prior notice to and the approval of the City Engineer.

B. Basis of Payment: This work will be measured for payment on a lump sum basis and will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

1.26 POINT REPAIRS

A. Description: The POINT REPAIRS line item is a lump sum allowance amount available for the Contractor to perform corrective or investigative work as determined by the Engineer. Any amount not used from the POINT REPAIRS line item during the project

shall revert back to the Owner and not be paid to the Contractor. The Owner shall also have the option to contract any and all point repairs or investigative work with a different contractor should it choose to. Any mobilization or remobilization costs for this shall be considered incidental to the contract.

The point repairs are to be agreed upon by the Contractor and the Engineer as to scope and methods. Payments to the contractor for point repairs shall be in accordance with Section 9-4, "Payment for Extra Work", of the Standard Specs, except Section 9-4(B)(4) shall be changed to the following:

> "Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
>
> Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins.
>
> The FHWA hourly rate is calculated as follows.
> FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC
> Where: EOC = Estimated Operating Costs per hour (from the Blue Book)
> The time allowed will be the actual time the equipment is operating on the extra work. All time allowed shall fall within the working hours authorized for the extra work.
>
> The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor. The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.
>
> All prices shall be agreed to in writing before the equipment is used. Any additional traffic control or bypass pumping required to perform a point repair will be paid separately on a time and material basis from the Point Repairs lump sum line item.
>
> For Point Repairs, a maximum of one hour of mobilization time will be allowed for each additional piece of equipment used at the project site per the following: The hour includes both mobilization and demobilization (half hour for each). Mobilization for equipment brought under its own power will be paid at the equipment rate. Mobilization for equipment transported by trailer or special vehicle will be paid at the truck-trailer combination or special vehicle rates only (not the

equipment). A special vehicle includes a truck or van with a lift gate or similar loading device. One mobilization will be paid for multiple pieces of equipment transported on the same trailer or special vehicle at the same time. Mobilization time will be paid once for a multi-day project. Mobilization will not be paid for equipment that is brought to the project site but not used or for equipment already onsite for work on other pay items. Mobilization of small equipment, such as a cut-off saw, plate compactor or vibrator, which can be transported in a pickup truck or van will not be paid. The maximum one hour mobilization time also applies to the Operating Engineer operating the equipment under its own power or Truck Driver operating a truck-trailer or special vehicle hauling equipment. Mobilization time will not be paid for any other labor trade or personnel. Travel time for both labor and equipment between small projects that are completed during the same day will be compensated at the labor rate for each trade and at the equipment rate for equipment transported under its own power and at the truck-trailer or special vehicle rate for equipment that is hauled. Stand-by time for equipment, labor, trucks, trailers or special vehicles will not be paid. Unless otherwise authorized, only one pickup truck per project will be measured for payment."

The "MAINTENANCE AND REPAIR TIME & MATERIALS REPORT" included in the proposal packet shall be used to track all work performed under the POINT REPAIRS line item and shall be agreed upon and signed by the Contractor and Engineer or his Representative at the end of each work day. The Contractor shall submit invoices to City for all POINT REPAIRS work within 45 days. Invoices submitted which do not include a signed report form will not be paid. Changes to a completed and signed report form will not be allowed without prior approval from the Engineer.

B. Basis of Payment: The POINT REPAIRS line item is a lump sum allowance amount available for the Contractor to perform corrective or investigative work as determined by the Engineer. The portion of this work agreed upon by the Contractor and the Engineer as to scope and methods of work will be measured for payment as described above and submitted in the MAINTENANCE AND REPAIR TIME & MATERIALS REPORT. Any amount not used from the POINT REPAIRS line item during the project shall revert back to the Owner and not be paid to the Contractor.

1.27 STORMWATER POLLUTION PREVENTION PLAN

A. Description: Stormwater Pollution Prevention shall consist of all work required to comply with Specification Sections 01800 and the erosion control plans shown on the Drawings. Any work not shown on the drawings but required to comply with the Specifications and applicable regulations shall be included in this Payment Item.

B. Basis of Payment: Stormwater Pollution Prevention will be paid for at the Contract Unit Price Bid per Lump Sum for STORMWATER POLLUTION PREVENTION.

1.28 GENERAL COST ITEMS

A. Description: The work of this Measurement and Payment Items consists of general cost items associated with performance of the work by the Contractor, including: mobilization, demobilization, bonds, insurance, permits, construction layout, supervision and furnishing and removing temporary facilities.

B. Basis of Payment: This work will be paid for at the Contract Unit Price Bid lump sum for GENERAL COST ITEMS. The General Cost Items shall not exceed 6% of the bid total.

END OF SECTION

SECTION 01310

SCHEDULES, REPORTS, PAYMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 COORDINATION

A. Coordinate both the listing and timing of activities required by provisions of this and other sections, so as to provide consistency and logical coordination between activities. Provide close coordination of the progress schedule, listing of subcontracts, schedule of submittals, progress reports, and payment requests.

1.3 PRELIMINARY PROGRESS SCHEDULE

A. Bar-Chart Schedule: Submit a bar-chart type progress schedule not more than 7 days after the date established for commencement of the work. On the schedule, indicate a time bar for each major category or unit of work to be performed. The schedule shall include adequate time for testing and adjustment of equipment and systems. Show completion of the work sufficiently in advance of the date established for substantial completion of the work.

1. Submittal Tabulation: With the bar-chart submittal, submit a tabulation, by date, of the submittals required during the Construction Time. At the Contractor's option, submittal dates may be shown on the bar-chart schedule, in lieu of being tabulated.

B. The first Payment Request shall not be submitted prior to submittal of a progress schedule acceptable to the Owner and Engineer.

C. After submittal of the preliminary progress schedule a scheduling meeting shall be held with the Owner’s representatives to review in detail the schedule in relation to the sequence or the work as noted in Section 01040. The Contractor as well as major subcontractors for excavation, mechanical, and electrical shall attend.

D. After the scheduling meeting the Contractor shall revise its preliminary progress schedule to include additional detail as requested by Owner and or Engineer.

1.4 PROGRESS MEETINGS, REPORTING

A. General: In addition to the pre-installation meeting and other regular project meetings held for other purposes, hold a general progress meeting with the Owner and Engineer each month if requested by Owner or Engineer with time coordinated with preparation of the payment request. Review each entity's present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, road closures, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders, and documentation of information for payment requests. Discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule. Determine how behind-schedule work will be expedited, and secure commitments from entities involved in doing so. Discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time. Review everything of significance which could affect progress of the work.

1. Initial Progress Meeting: Schedule initial progress meeting, recognized as "Pre-Construction Meeting", for a date not more than 10 days before date of commencement of the work. Use it as an organizational meeting, and review responsibilities and personnel assignments.

2. Reporting: The Resident Project Representative will prepare and distribute copies of minutes of each Progress Meeting to each entity present and to others who should have been present. Include brief summary (in narrative form) of progress of the work since previous meeting and report.

3. Schedule Updating: Immediately following each progress meeting, where revisions to progress schedule have been made or recognized, revise progress schedule. Reissue revised bar chart schedules and tabulations concurrently with report of each meeting. The Owner may withhold processing of payment requests if the Contractor fails to submit updated schedules.

B. Bi-weekly Coordination Meetings: In addition to the monthly progress meetings, if requested by Owner or Engineer there will be bi-weekly (or more often if deemed necessary by the Owner) coordination meetings to discuss the project schedule, near future sequences of activities and road closures and other items as necessary.

1.5 PAYMENT REQUESTS

A. General: Except as otherwise indicated, the progress payment cycle is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, the application at substantial completion, and the final payment application involve additional requirements.

1. Waivers of Lien: For each payment application, submit waivers of lien from every entity (including Contractor) who could lawfully and possibly file a lien in excess of

$1,000 arising out of the Contract, and related to work covered by the payment. Submit partial waivers for the amount requested, prior to deduction or retainage, on each item. When the application shows completion of an item, submit final or full waivers. The Owner reserves the right to designate which entities involved in the work must submit waivers.

2. Waiver Delays: Each progress payment must be submitted with Contractor's waiver for the period of construction covered by the application. At the Contractor's option, each progress payment may be submitted with waivers from the subcontractors or sub-subcontractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the work covered by the payment request.

3. Waiver Forms: Submit waivers on forms, and executed in a manner, acceptable to Owner.

4. Sworn Statement: Each progress payment must be submitted with a sworn statement showing subcontractors and material suppliers and the payment status of each. Form of the sworn statement shall be subject to approval of the Owner.

B. Payment Application Times: The "date" for each progress "payment" is as indicated in Owner-Contractor Agreement or, if none is indicated therein, it is the 15th day of each month. The period of construction work covered by each payment request is period indicated in Owner-Contractor Agreement or, if none is indicated therein, it is period ending 15 days prior to date for each progress payment, and starting day following end of preceding period. Dates shall be confirmed at the preconstruction meeting.

C. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Owner without action. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application.

D. Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of contractor's first payment application can be summarized as follows, but not necessarily by way of limitation:

1. Listing of subcontractors and principal suppliers and fabricators.

2. Progress schedule (preliminary if not final).

3. Schedule of principal products.

4. Schedule of submittals (preliminary if not final).

5. Listing of Contractor's staff assignments and principal consultants.

6. Copies of acquired permits and similar authorizations and licenses from governing authorities for current performance of the work.

7. Data needed to acquire Owner's insurance coverages.

8. Initial progress report, including report of pre-construction meeting.

9. Sample forms for Waiver of Lien and Sworn Statement.

E. Application at Time of Final Completion: Following issuance of Owner's final "certificate of substantial completion", and also in part as applicable to prior certificates on portions of completed work as designated, a "special" payment application may be prepared and submitted by Contractor. The principal administrative actions and submittals which must proceed or coincide with such special applications can be summarized as follows, but not necessarily by way of limitation:

1. Warranties (guarantees), maintenance agreements and similar provisions of contract documents.

2. Test records, maintenance instructions, start-up performance reports, and similar change-over information germane to Owner's occupancy, use, operation and maintenance of completed work.

3. Final cleaning of the work.

4. Application for reduction (if any) of retainage, and consent of surety.

5. Advice to Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.

6. Final progress photographs, where required.

7. Listing of Contractor's incomplete work, recognized as exceptions to Engineer's certificate of substantial completion.

F. Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of contractor's final payment application can be summarized as follows, but not necessarily by way of limitation:

1. Completion of project closeout requirements.

2. Completion of items specified for completion beyond time of substantial completion (regardless of whether special payment application was previously made).

3. Assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.

4. Transmittal of required project construction records to Owner.

5. Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.

6. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.

7. Consent of surety for final payment.

G. Application Transmittal: Submit 3 executed copies of each payment application, one copy of which is completed with waivers of lien, sworn statement and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Owner. Transmit to Owner by means ensuring receipt within 24 hours.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

A. General: This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples, operation and maintenance manuals, and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.

1. Refer to other Division-1 sections and other contract documents for specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:

a. Permits.
b. Payment applications.
c. Performance and payment bonds.
d. Insurance certificates.
e. Inspection and test reports.
f. Progress reports.
g. Listing of subcontractors.

2. Shop drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:

a. Fabrication and installation drawings.
b. Schedules.
c. Design mix formulas.
d. Standard information prepared without specific reference to a project is not considered to be shop drawings.

3. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:

a. Manufacturer's product specifications and installation instructions.

b. Catalog cuts.
c. Standard product operating and maintenance manuals.

4. Miscellaneous submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:

a. Specially-prepared and standard printed warranties.
b. Survey data and reports.
c. Testing and certification reports.
d. Record drawings.
e. Field measurement data.

1.3 SUBMITTAL PROCEDURES

A. General: Refer to the General Conditions for basic procedures for submittal handling:

B. All submittals shall be sent to the City of Bloomington Water Department (Construction Engineer) for review.

C. Coordination: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

1. Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Engineer's need to review a related submittal. The Engineer reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

2. Scheduling: In each appropriate administrative submittal, such as the progress schedule, show the principal work-related submittals and time requirements for coordination of submittal activity with related work.

D. Coordination of Submittal Times: Prepare and transmit each submittal to the Engineer sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Engineer's need to review submittals concurrently for coordination.

1. Review Time: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary. Advise the Engineer on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.

a. Allow two weeks for the Engineer's processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals. The Engineer will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.

b. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Engineer sufficiently in advance of the work.

2. Submittal Preparation: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.

a. Project name.
b. Date.
c. Name and address of Engineer.
d. Name and address of Contractor.
e. Name and address of supplier.
f. Name of manufacturer.
g. Number and title of appropriate specification section.
h. Drawing number and detail references, as appropriate.
i. Similar definitive information as necessary.
j. Provide a space on the label for the Contractor's review and approval markings, and a space for the Engineer's "Action" marking.

3. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer by use of a transmittal form. Submittals received from sources other than the Contractor will be returned to the sender "without action".

4. Transmittal Form: Provide on the form places for the following information:

a. Project name.
b. Date.
c. To:
d. From:
e. Names of subcontractor, manufacturer and supplier.
f. References.
g. Category and type of submittal.
h. Submittal purpose and description.
i. Submittal and transmittal distribution record.
j. Signature of transmitter.
k. Contractor's certification stating that the information submitted complies with the requirements of the Contract Documents, with a place for the Contractor's signature.

l. Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitations.

1.4 SPECIFIC SUBMITTAL REQUIREMENTS

A. General: Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of submittal.

1. Where it is necessary to provide intermediate submittals between the initial and final submittals, provide and process intermediate submittals in the same manner as for initial submittals.

B. Shop Drawings: Information required on shop drawings includes, dimensions, identification of specific products and materials which are included in the work, compliance with specified standards and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the contract documents on the shop drawings.

1. Do not permit shop drawing copies without an appropriate final "Action" marking by the Engineer to be used in connection with the work.

C. Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 24" x 36". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than 12 sq. in. beside the title block for marking the record of the review process and the Engineer's "Action" marking.

1. Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.

D. Submittal: Provide five copies of all information.

E. Product Data: General information required specifically as product data includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.

F. Preparation: Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.

1. Where product data must be specially prepared for required products, materials or systems, because standard printed data is not suitable for use, submit data as "shop drawings" and not as "product data".

G. Submittals: Product data submittal is required for information and record and to determine that the products, materials and systems comply with the provisions of the contract documents. Therefore, the initial submittal is also the final submittal, except where the Engineer observes that there is non-compliance with the provisions of the contract documents and returns the submittal promptly to the Contractor marked with the appropriate "Action".

H. Miscellaneous Submittals:

1. Inspection and Test Reports: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.

2. Warranties: Refer to Sections 00700 and 01600 for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish 2 executed copies of such warranties, bonds or agreements to the Engineer.

3. Survey Data: Refer to Section 01040 for specific general requirements on field measurements, quantitative records of actual work, damage surveys and similar data required by the individual sections of these specifications. None of the specified copies will be returned.

4. Standards: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Engineer's use. Where workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

5. Closeout Submittals: Refer to Section 01700 and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.

6. Record Documents: Furnish set of original documents as maintained on the project site.

7. General Distribution: Provide additional distribution of submittals to subcontractors, suppliers, fabricators, installers, governing authorities, and others as necessary for the proper performance of the work. Include such additional copies of submittals in the transmittal to the Engineer where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

1.5 ENGINEER'S ACTION

A. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Engineer will review each submittal, mark with appropriate "Action", and where possible return within 2 weeks of receipt. Where the submittal must be held for coordination the Engineer will so advise the Contractor without delay.

B. Action Stamp: The Engineer will stamp each submittal to be returned with a uniform, self explanatory action stamp, appropriately marked and executed to indicate whether the submittal returned is for unrestricted use, final-but-restricted use (as marked), must be revised and resubmitted (use not permitted) or without action (as explained on the transmittal form).

C. Final Unrestricted Release: Where the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with the requirements of the contract documents; acceptance of the work will depend upon that compliance.

1. Marking: "No Exception Taken".

D. Final-But-Restricted Release: When the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with both the Engineer's notations or corrections on the submittal and with the requirements of the contract documents; acceptance of the work will depend on that compliance.

1. Marking: "Make Correction Noted".

E. Returned for Resubmittal: When the submittal is marked as follows, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal or prepare a new submittal in accordance with the Engineer's notations stating the reasons for returning the submittal; resubmit the submittal without delay. Repeat if necessary to obtain a different action marking. Do not permit submittals with the following marking to be used at the project site, or elsewhere where work is in progress.

1. Marking:
    a. "Rejected".
    b. "Submit Specified Item".
    c. "Revise and Resubmit".

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary utilities and services, construction aids, barriers, security, temporary controls, field offices and storage sheds and traffic regulation.

1.2 RESPONSIBILITY

A. All construction facilities and temporary controls remain the property of the Contractor establishing them and shall be maintained in a safe and useful condition until removed from the construction site.

1.3 TEMPORARY UTILITIES AND SERVICES

A. Temporary Water

1. The Owner will furnish water for all disinfection and testing.

2. The Contractor shall provide water for all construction purposes.

3. The Contractor shall furnish potable drinking water in suitable dispensers and with cups for use of all employees at the job.

4. The Contractor shall provide all temporary piping, hoses, etc., required to transport water to the point of usage.

B. Temporary Sanitary Facilities

1. Provide temporary toilet facilities as required. Maintain these during the entire period of construction under this Contract for the use of all construction personnel on the job. Enough chemical toilets shall be provided to conveniently serve the needs of all personnel.

2. Chemical toilets and their maintenance shall meet the requirements of State and local health regulations and ordinances. Any facilities or maintenance methods failing to meet these requirements shall be corrected immediately.

C. Temporary Pumping and Site Drainage

1. The Contractor shall keep the site free from water at all times to permit continuous access and to prevent damage to the work.

1.4 CONSTRUCTION AIDS

A. Material Hoists and Cranes

1. Provide material hoists required for normal use by all trades and employ skilled hoist operators. Provide all necessary guards, signals, safety devices, etc., required for safe hoist operation. The construction and operation of material hoists shall be in accordance with the applicable ANSI Standards, the "Manual Code of Accident Prevention in Construction" of the Associated General Contractors of America, OSHA, and of other Federal, State, and municipal codes or ordinances. The Contractor shall prohibit the use of hoists for transporting personnel. Hoists shall be located to avoid risk of damage to completed work.

2. Special rigging and hoisting facilities shall be provided by each trade requiring their use.

1.5 BARRIERS

A. Enclosures

1. Provide and maintain construction area enclosures as necessary to assure security of the project.

1.6 SECURITY

A. Full time watchmen will not be specifically required as a part of the Contract, but the Contractor shall provide inspection of work area daily and shall take whatever measures are necessary to protect the safety of the public, workmen, and materials, and provide for the security of the site, both day and night.

1.7 TEMPORARY CONTROLS

A. Dust and Mud Control

1. Take all necessary precautions, to the maximum extent reasonable, to control dust and mud associated with the work of this Contract, subject to the approval of the Owner. In dry weather, spray dusty areas daily with water or weekly with oil in order to control dust. Take necessary steps to prevent the tracking of mud onto adjacent streets and highways. Street sweepers will be necessary periodically to keep the streets clean of dust, mud and debris during construction.

1.8 FIELD OFFICES AND STORAGE SHEDS

A. Contractor's Field Office and Storage Sheds

1. The Contractor shall provide field office and storage sheds as needed for the performance of the Work and protection of materials and equipment.

1.9 REMOVAL OF TEMPORARY CONSTRUCTION

A. Remove the various temporary facilities, services, and controls and legally dispose of them as soon as the Engineer deems permissible. Portions of the site used for temporary facilities shall be properly reconditioned and restored to a condition acceptable to the Engineer.

1.10 TRAFFIC CONTROL REGULATION

A. Description

This work shall consist of providing the necessary traffic control personnel and devices and the installation, inspection, maintenance, relocation, and removal of these devices during construction of the improvements. The Contractor shall submit a City of Bloomington Traffic Control Authorization Request to the City Engineer and the City of Bloomington Water Department for all lane and road closures a minimum of 48 hours in advance of closures. No streets shall be closed without prior notice to and the approval of the City Engineer. The City of Bloomington Water Department will be responsible for notifying the public, the United States Postal Service, the Bloomington-Normal Public Transit System, and the emergency service agencies of all road closures and detours. See also Sections 00800 and 02510.

B. General

Traffic control shall be in accordance with the applicable portions of the Standard Specifications, Supplemental Specifications, and inserted Special Provisions; the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways; these Special Provisions; and the Highway Standards listed here and in the plans.

Special attention is called to Articles 107.09, 107.14, 107.15, 107.16, and 107.25 of the Standard Specifications; Sections 701 and 703 of the Standard Specifications; and the following Highway Standards, Special Provisions, and Plan Details.

Highway Standards

701001, 701006, 701501, 701601, 701701, 701801, 701901, BLR 21-9, BLR 22-7

Special Provisions

LRS 3	Work Zone Traffic Control
LRS 4	Flaggers in Work Zones

C. Maintenance of Traffic

The following Highway Standards are the minimum requirements for the traffic control for this project and shall be utilized by the Contractor during construction of the improvement:

Standard 701001 and 7001006: Streets with shoulder closure for construction activities beyond the shoulder.
Standard 701501, 701601 and 701701: Lane closure for construction activities along various streets.
Standard 701801: Sidewalk closure for construction activities along various streets.
Standard 701901: Traffic control devices.
BLR 21-1 and 22-7: Road Closures.

The traffic control and protection required by the listed Highway Standards and as directed by the Engineer will not be paid for separately, but shall be included in the contract lump sum price for Traffic Control and Protection (Special), and no additional compensation will be allowed.

The Contractor shall provide and maintain access to public and private properties abutting the construction in accordance with Article 107.09 of the Standard Specifications, except that the temporary access surface aggregate as directed by the Engineer will not be paid for separately, but shall be included in the contract lump sum price for Traffic Control and Protection (Special), and no additional compensation will be allowed.

D. Traffic Control Surveillance

Traffic control surveillance shall be required, but will not be paid for separately on this project. Local Roads and Streets Recurring Special Provision LRS 3 “Work Zone Traffic Control” shall apply for the inspection of traffic control devices on this project.

E. Quality of Traffic Control Devices

Traffic control devices include signs and their supports, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrow boards, flaggers, or any device used for the purpose of regulating, detouring, warning, or guiding traffic through or around the construction zone.

Only signs, barricades, vertical panels, drums, and cones that meet the requirements of the Department’s “Quality Standard for Work Zone Traffic Control Devices 2010” shall be used on this project. Copies of this publication are available from the Department’s website. At the time of the initial setup or at the time of major stage changes, 100% of each type of device (cones, drums, barricades, vertical panels, or signs) shall be acceptable as defined by the referenced publication. Throughout the duration of the project, the percentage of acceptable devices may decrease to 75% only as a result of damage and/or deterioration during the course of the work. Work shall not begin until a determination has been made that the traffic control devices meet the quality required in this standard. The Contractor is required to conduct routine inspections of the work site at a frequency that

will allow for the prompt replacement of any traffic control device that has become displaced or damaged to the extent that it no longer conforms to the shape, dimensions, color, and operational requirements of the Manual on Uniform Traffic Control Devices and the Highway Standards, or that it no longer presents a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

F. Placement of Traffic Control Signs and Devices

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic advanced warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover, or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane alignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing materials used, he/she shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signs shall meet the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed, and maintained by him/her under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him/her are operational, functional, and effective 24 hours a day, including Saturdays, Sundays, and holidays.

G. Solar Powered Arrow Boards

Arrow boards shall be used as required by the Highway Standards and as directed by the Engineer. All arrow boards to be used on this project shall be solar powered. Any additional cost in meeting this requirement shall be included in the contract lump sum price for Traffic Control and Protection (Special), and no additional compensation will be allowed.

H. Signs

Construction signs referring to daytime lane closures during working hours shall be removed, covered, or turned away from the view of motorists during non-working hours.

Flashing lights shall be used on each approach in advance of the work area, and in accordance with the details shown in the plans and the Highway Standards.

All provisions of Article 107.25 of the Standard Specifications shall apply, except the third

paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his/her own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party."

I. Placement and Removal of Signs and Barricades

Placement of all signs and barricades shall proceed in the direction of flow of traffic. Removal of all signs and barricades shall start at the end of the construction areas and proceed toward oncoming traffic unless otherwise directed by the Engineer.

J. Removing and Resetting Signs

All existing signs located on public right-of-way which interfere with the work shall be removed by the City of Bloomington unless otherwise directed by the Engineer. The City of Bloomington will remove and replace any sign installation at no charge to the Contractor if the Contractor provides the Engineer with not less than two (2) working days notice for sign removal. The Engineer will notify the City of Bloomington for sign removal. If the Engineer directs the Contractor to remove signs, the work shall be performed in accordance with Article 107.25 of the Standard Specifications. Any Contractor or private party removing any sign will be billed for the replacement costs associated with the reinstallation of the sign and may be charged with a violation of Illinois Vehicle Code 11-311.

Prior to the beginning of construction operations, the Contractor shall prepare a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. The Contractor shall maintain, furnish and replace at his own expense, any traffic sign or post, which has been damaged or lost by the Contractor or a third party.

K. Public Safety and Convenience

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch personnel, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from the City of Bloomington concerning any request for improving or correcting traffic control devices and begin making the requested repair within two hours from the time of notification.

When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, or interfere with, traffic and shall not park or stop except within areas designated by the Engineer.

The Contractor's equipment shall not be allowed on the pavement open to traffic. The Contractor shall not park any equipment or vehicles unnecessarily on the shoulder. The Contractor shall remove all equipment from the shoulders after work hours during the week and on weekends. Personal vehicles will not be allowed to park within the right-of-way.

The Contractor shall provide for off-site parking of his/her personal vehicles.

The Contractor shall maintain at least one open lane of traffic at all times on roads during the construction of this project. Two flaggers will be required at all times, for each separate operation where two-way traffic is maintained over one lane of pavement.

The Contractor shall maintain entrances and side roads along the proposed improvement as shown in the plans and as directed by the Engineer. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused to the Contractor by complying with these requirements shall be included in the contract lump sum price for Traffic Control and Protection (Special), and no additional compensation will be allowed.

L. Construction Staging Requirements

Lane closures and the conveyance of local traffic within and around the construction zone shall be provided for in accordance with the listed Highway Standards and as directed by the Engineer. Except as otherwise provided herein, the Contractor shall provide at least one entrance/exit point to the commercial properties at all times. The Contractor shall submit his/her proposed sequence of operations and any necessary revisions to attendant traffic control to the Engineer for approval before actual construction operations begin. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

M. Flagger

Flaggers shall be stationed as shown on the Highway Standards and as directed by the Engineer. Flaggers shall also be stationed for side street closures as directed by the Engineer to direct traffic around the work zone. Flaggers will not be required for truck or equipment traffic entering or exiting the work zones with the following exceptions:

1. Flaggers will be required as shown on all plan details or highway standards.
2. Truck traffic and all other construction vehicles or equipment shall give right of way to all other vehicular or pedestrian traffic and obey all traffic laws.
3. The Engineer may request that flaggers be provided if he/she determines unsafe conditions exist requiring the use of flaggers.

No additional compensation will be allowed for these requirements or for additional flaggers and the cost shall be included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

N. Aggregate For Temporary Access

Sidewalks and entrances access shall be maintained at all times unless directed otherwise by the Engineer. The placement, replacement and removal of aggregate used for temporary access shall be included in the contract lump sum price for Traffic Control and Protection (Special) and no additional compensation shall be allowed.

O. Brooming Roadway

All traffic lanes which are closed to through traffic during construction shall be broomed or swept free of all loose gravel or construction debris before the traffic lane is reopened to traffic. All roadway surface conditions shall be approved by the Engineer before they are opened to traffic. This work will not be paid for separately, but shall be included in the contract lump sum price for Traffic Control and Protection (Special), and no additional compensation will be allowed.

P. Control of Off-Site Tracking and Construction Debris

Where the Contractor's equipment is operated on any portion of the pavement or structures used by traffic on or adjacent to the section under construction, the Contractor shall eliminate offsite tracking of mud, dust, and debris, and clean the pavement of all dirt and debris resulting from the work at the end of each day's operations or as otherwise directed by the Engineer.

The Contractor shall at his/her own expense clean up and remove all dirt, mud, backfill materials, temporary surface, unused materials, stored materials, and other debris resulting from the work from the pavement surfaces as directed by the Engineer.

The Contractor's method for cleaning the pavement surfaces shall be approved by the Engineer prior to the start of construction. If the Contractor chooses to wash down the pavement surfaces manually, then approved inlet sediment collection filter bags shall be installed at all inlets that will collect wash water. The Contractor shall maintain the filters and remove sediment from the bags upon collection of 50% of the bag's capacity.

In the event that the Contractor fails to clean up and neaten the work site within 18 hours of a request to do so, all progress payments shall be suspended and shall not be resumed until cleanup in a manner satisfactory to the Engineer has occurred.

Q. Road Closures:

1. The following road closures are permitted:
    a. All streets except N 1750 East Road: These streets may be closed except for local traffic.
    b. N 1750 East Road: This street shall maintain two-way traffic at all times.
    c. Intersections: Two-way traffic shall be maintained at all times.
2. Intersections can be reduced to one lane with two-way traffic during construction for a maximum of 7 calendar days for each half of the street crossing.
3. For all locations replaced with concrete pavement, high early strength concrete shall be used to get the streets open to no lane restrictions as soon as possible. The 7 calendar days does not include concrete curing time. In emergencies, the Owner may allow the use of a temporary asphalt pavement patch. The temporary patches shall be replaced with the permanent pavement patch within 7 calendar days.
4. All property owners shall have access to their driveways by the end of each work day.

5. The Contractor shall submit a City of Bloomington Traffic Control Authorization Request to the City Engineer and the City of Bloomington Water Department for all lane and road closures a minimum of 48 hours in advance of closures.

R. The Contractor shall secure all bonds and meet all insurance requirements of the Illinois Department of Transportation and the Township Highway Departments, where applicable. The cost of securing the bonds, permits and insurance is the sole responsibility of the Contractor. No additional compensation will be paid by the Owner for this requirement.

S. All trenches shall be filled in or covered with steel plates over the weekends or whenever construction activities do not occur for more than two consecutive days.

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Transportation and handling.

B. Storage and handling.

C. Protection of completed work.

D. Substitution and product options.

1.2 TRANSPORTATION AND HANDLING

A. Manufactured materials and products shall be delivered to the project site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact.

B. Materials other than those designated within the Specifications or approved by the Engineer shall not be delivered to the project site.

C. Equipment shall be adequately packaged or crated to preclude damage during shipping and job site handling.

1.3 STORAGE AND HANDLING

A. Material shall be stored and protected in compliance with the manufacturer's written instructions as submitted with product data specified in Section 01340. Provide temporary platforms elevated to keep material out of mud and water.

B. Repair any damage resulting from improper storage procedures, including damage caused by condensation or the elements. Material damaged by improper storage and protection to the extent that, in the opinion of the Owner, the life or function of the material is decreased shall be replaced at no additional expense to the Owner.

C. Reinforcement bars and welded wire fabric, shall be stored to prevent contact with the ground and from being damaged by its own weight or by other loads. Reinforcement which has become muddy shall be cleaned before use.

D. Store cementitious materials in weather-tight sheds on elevated floors away from damp surfaces and prevent freezing of the materials.

E. Contractor shall obtain and comply with any and all requirements/recommendations of equipment/material suppliers for short or long term storage.

F. Contractor shall properly coordinate delivery of equipment/materials to limit to the maximum extent possible storage time on site.

1.4 PROTECTION OF COMPLETED WORK

A. All work in place that is damaged because of inadequate protection shall be replaced or repaired to the satisfaction of the Owner.

1.5 SUBSTITUTIONS AND PRODUCT OPTIONS

A. The intent of these Specifications is to provide the Owner with a quality facility without discouraging competitive bidding.

B. For products specified by reference standards only, the Contractor may provide any product complying with the specified standard.

C. For products specified by performance and descriptive methods, without naming manufacturer's products, the Contractor may provide the products of any manufacturer complying with the Contract Documents, subject to the review of product data and concurrence by the Engineer as specified herein.

D. For products specified by naming two or more manufacturer's products followed by the words "or equal", the Contractor may provide any of the named products or may substitute a product by another manufacturer as an equal for the review of product data and concurrence by the Engineer as specified herein. If requirements are specified in addition to naming manufacturer's products, any product provided must comply with all of the specified requirements.

E. The substitution requirements of this Section are in addition to the requirements of Section 00100, Section 00700, General Conditions, and Section 00800, Supplementary Conditions.

END OF SECTION

SECTION 01650

SYSTEMS STARTUP – WATER MAIN

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Disinfection of piping systems.

1.2 APPLICABLE CODES

A. All disinfection work shall be acceptable to the State health authority. If any requirements of this Section are in conflict with requirements of the authority for disinfection, those of the authority shall govern. Methods of disinfection for all piping systems shall conform to AWWA C650, Standard Procedure for Disinfecting Water Mains, Article 41.2.14 or The Standard Specifications for Water and Sewer Construction in Illinois, latest edition, and the City of Bloomington's Manual of Practice for Design of Public Improvements.

B. Chlorination shall be performed by the Contractor. The Contractor shall have a representative present during the disinfecting to render assistance and record any defects found during disinfection operations. The Contractor shall notify the Owner twenty-four hours prior to disinfection operations.

C. Water for the initial flushing and chlorination of the water main shall be supplied by the Owner. Should additional flushing(s) or rechlorination(s) be required to obtain satisfactory bacterial test results, the Owner reserves the right to meter and charge for the additional water used by the Contractor.

D. The Contractor shall provide and install any hose necessary to direct the water being flushed away from any area it might damage. Water used for testing, flushing and chlorination shall be discharged to the sanitary sewer.

E. The Contractor shall furnish, install and ultimately remove all pipe, fittings and appurtenances necessary to provide chlorination taps on the new water main where indicated on the Drawings. After the chlorinating, sampling and testing is approved by the Owner and the operating permit from the IEPA is applied for, the corporation stop shall be shut off and the piping removed from the corporation stop.

F. The Contractor shall notify residences and buildings prior to interrupting service per Section 01040, part 1.3 Sequence of Work.

1.3 QUALIFICATIONS

A. All work performed for and in connection with disinfection shall be under the direction of an experienced supervisor.

B. All equipment used in disinfection work shall be in proper working condition, and shall be adequate for the specified work.

1.4 SUBMITTALS

A. Prior to starting any disinfection work, furnish for the Owner's review, a detailed outline of the proposed sequence of operation, manner of filling and flushing units, source and quality of water to be used and disposal of wasted water. Admission of contaminated water into previously disinfected units must be prevented.

PART 2 PRODUCTS

2.1 CHLORINE SOURCE

A. Chlorine shall be applied either as liquid chlorine or as chlorine-bearing compounds in water.

PART 3 EXECUTION

3.1 DISINFECTION OF WATER PIPING SYSTEMS

A. Contractor shall notify Owner 24 hours prior to disinfection operations.

B. Provide for flushing and sampling taps every 1200 feet and at every connection.

C. Water for the initial flushing and chlorination of the water main shall be supplied by the Owner. The Owner reserves the right to meter and charge for additional water used by the Contractor for additional flushing and rechlorination to meet bacteriological testing. The Contractor shall provide and install any hose necessary to direct the water being flushed away from any area it might damage. The Contractor shall take whatever precautions necessary during flushing to prevent ecological damage to any receiving stream, lake, or other body of water.

D. At the extreme ends of the proposed new water main or at locations as directed by the Owner, sampling and chlorinating taps shall be installed by the Contractor in accordance with the details as shown on the Drawings. After the chlorinating, sampling and testing is approved by the Owner, the corporation stop shall be shut off and the piping removed from the corporation stop.

E. Cleaning and Swabbing

1. The interior of the pipe shall be cleaned during installation by swabbing or after installation by inserting a foam pig, prior to testing. A 1% hypochlorite disinfecting solution shall be used during swabbing or use of the foam pig.

2. Disinfection must be accomplished by either the continuous feed method or slug method. The tablet method is not acceptable and is not to be used except with the expressed written permission of the Owner. A chlorine residual of at least 50 parts per million must be attained initially and 25 parts per million residual present after 24 hours when the preferred continuous feed method is used. If the slug method is used, 300 parts per million must be retained for a minimum of 3 hours, or 500 parts per million retained for 30 minutes. Attainment of initial and final chlorine residuals must be verified by the Owner. Disinfecting chlorine doses shall not remain in the pipe for more than 24 hours.

3. In order to provide proper conditions for disinfection following construction, installation option "A" or "B" must be followed.

   a. A minimum of three low density foam swabs shall be introduced into the first unit of pipe being installed and shall remain until the job is completed whereupon the swabs shall be propelled a minimum of three times, or until water is clear, in the direction of the extreme ends of the construction project during the initial filling and flushing process. When a dead-end main is involved the Contractor may return the swabs to the point of origin by using another water source with sufficient volume and pressure to propel the swabs, or he may retrieve the swabs at the exit point and reintroduce the swabs at the origin repeating the process until exit water is clear. The process must be performed on every run of pipe from each branch of newly constructed water main. In cases where foam swabs are too large to be retrieved from a fire hydrant, an exit tee or wye as a means of directing the water away from the trench must be provided. All swabs that are used must be accounted for when cleaning is completed.

   b. Each unit of pipe, fitting and valve shall be hand swabbed or otherwise mechanically cleaned with a prior approved method before installation, and a cap or plug inserted in the pipe and retained until just prior to joining with the next unit of pipe. Two caps or plugs must be utilized, one inserted in the last unit of pipe laid and one to be used in the unit of pipe being prepared for installation. The plug or cap in the last unit of pipe installed shall not be removed until the next pipe unit is lowered into the trench and is ready to be inserted. At the end of each working day a watertight plug or cap shall reside in the last unit of pipe or fitting installed, until construction resumes. During installation workman's hands, gloves, rags, tools, or any other foreign object must not be introduced into the open ends of any previously cleaned pipe. If

dirt or mud is kicked into or falls into the open ends of the pipe during handling or joining, re-cleaning of the pipe or fitting affected must be performed. Cleaning water must be clear water containing a minimum of 10 ppm chlorine, and shall be changed whenever appropriate. Muddy or overly discolored cleaning solutions shall not be used at any time.

4. In the event a project is constructed where a flushing velocity of 2.5 feet per second cannot be attained the hand cleaning method must be employed. Where the hand cleaning method is employed, chlorine in the form of high test hypochlorite (HTH) may be introduced into each unit of pipe during construction to satisfy the disinfection requirements, providing a minimum of fifty parts per million (50 ppm) of chlorine is present in both ends of the new main following initial filling.

5. The preferred point of application of the chlorinating agent is at the beginning of the pipeline extension or any valved section of it, and through a corporation stop inserted in the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipe line extension. Alternate points of application may be used when approved or directed by the Owner.

6. Water from the existing distribution system or other approved source of supply shall be controlled to flow very slowly into the newly laid pipeline during the application of the chlorine. The rate of chlorine mixture flow shall be in such proportion to the rate of water entering the newly laid pipe such that the dosage applied to the water will be at least fifty (50) parts per million.

7. In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent and under normal operating pressure.

8. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Check valves may be used on chlorine equipment piping if desired.

F. Final Flushing and Testing

1. Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the replacement water throughout its length shows a residual not in excess of that carried in the system. Before any flushing of water mains, the Contractor shall notify the Owner of the flushing date and time. Notify the Owner twenty-four (24) hours prior to filling the main.

2. After flushing, all water samples must be collected by a designated sample collector of the Owner. The water samples shall be collected from the treated piping system and arrange for analysis. Bacteriological analysis must be performed by an EPA

approved laboratory. The samples shall show satisfactory bacteriological results on two (2) successive days.

3. Water mains that fail the initial bacterial test shall be flushed again before additional sampling is commenced. If the second sample also fails the bacterial test, then disinfection shall be repeated and flushing prior to additional sampling shall be required. If the third sample fails the bacterial test, then the next step shall be determined by the Owner.

G. Swabbing

1. Disinfection for pipe, fittings, or valves that must be placed in service immediately shall be accomplished by thoroughly flushing and swabbing with a strong (5 percent) solution of calcium hypochlorite immediately prior to assembly. Approval must be secured from the Owner before this method of disinfection will be accepted.

END OF SECTION

SECTION 01655

TESTING AND ADJUSTING WATER MAIN

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Piping system testing.

PART 2 PRODUCTS

2.1 GENERAL

A. Provide all necessary equipment and instrumentation required for proper completion of testing. Water is available from the Owner at no cost. The Owner reserves the right to meter and charge for additional water used by the Contractor for additional testing, etc.

PART 3 EXECUTION

3.1 PIPING SYSTEM TESTING

A. General Requirements

1. Test procedures and method of disposal of water shall be approved by the Owner. All tests shall be made in the presence of the Owner and Engineer. Preliminary tests made by the Contractor without being observed by the Owner and Engineer will not be accepted. Notify the Owner and Engineer at least eight hours before any work is to be inspected or tested.

2. All defects in piping systems shall be repaired and/or replaced and retested until acceptable. Repairs shall be made to the standard of quality specified for the entire system.

3. Sections of the system may be tested separately, but any defect which may develop in a section previously tested and accepted shall be promptly corrected and retested. Pressure tests shall be made between valves to demonstrate ability of valves to sustain pressure.

4. All piping shall be tested in accordance with the following test methods, in addition to any test required by local and state codes or building authorities.

5. Prior to testing flush all piping systems with water at a minimum velocity of 3 fps to remove construction debris.

6. All water used must be potable and contain a chlorine residual of not less than 0.2 parts per million of free chlorine or 0.5 parts per million of combined chlorine.

7. Hydrostatic pressure test shall be made in accordance with the latest edition of ANSI/AWWA C600 and C603.

B. Cleaning and Swabbing

1. The interior of the pipe shall be cleaned during installation by swabbing or after installation by inserting a foam pig, prior to testing. A 1% hypochlorite disinfecting solution shall be used during swabbing or use of the foam pig.

C. Pressure Piping Testing

1. All piping shall pass hydrostatic pressure test and leakage test. The Owner may require or the Contractor may elect to conduct testing before any pipe joints are backfilled. Water pipelines shall pass a final hydrostatic pressure test and leakage test after backfill operations are complete.

2. The pressure and leakage test shall be made after all jointing operations are completed. Lines tested before backfill is in place shall be retested after compacted backfill is placed.

3. Sections of piping between valves and other short sections of line may be isolated for testing. If shorter sections are tested, test plugs or bulkheads required at the ends of the test section shall be furnished and installed by the Contractor, together with all anchors, braces, and other devices required to withstand the hydrostatic pressure without imposing any thrust on the pipe line. The Contractor shall be solely responsible for any damage which may result from the failure of test plugs or supports.

4. Air shall be expelled from the pipe before applying pressure tests.

D. Hydrostatic Pressure Test

1. Piping shall be slowly filled with water and all air expelled. Care shall be taken that all air valves are installed and open in the section being filled, and that the rate of filling does not exceed the venting capacity of the air valves.

2. After the section of line to be tested has been filled with water, the specified test pressure shall be applied and maintained for a minimum period of 10 minutes and for such additional period necessary for the Owner to complete the inspection of the line under test. Do not exceed pipe manufacturer's suggested time duration at the test pressure. If defects are noted, repairs shall be made and the test repeated until all parts of the line withstand the test pressure.

3. Hydrostatic test pressure shall be 150 psi for at least one two-hour duration and not vary more than 5 psi.

E. Leakage Test

1. After the specified hydrostatic test has been completed, the line shall be subjected to a leakage test under a hydrostatic pressure of 150 psi. The pressure shall be maintained within a maximum variation of 5 psi during the entire leakage test. The duration of the leakage test shall be 1 hour minimum, and for such additional time necessary for the Owner to complete inspection of the section of line under test. Leakage measurements shall not be started until a constant test pressure has been established. The line leakage shall be measured by means of a water meter installed on the supply side of the pressure pump.

2. No leakage is allowed in exposed piping, buried piping with flanged, threaded, or welded joints or buried non-potable piping in conflict with potable water lines.

3. Tested sections of buried piping with slip-type or mechanical joints will not be accepted if it has a leakage rate in excess of that rate determined by the formula:

a. $L = \frac{SD\sqrt{P}}{148{,}000}$

1) L = Maximum permissible leakage rate, in gallons per hour, throughout the entire length of line being tested.

2) S = Length of the pipe in feet under test.

3) D = Nominal internal diameter (in inches) of the pipe.

4) p = The actual average test pressure in psig on all joints in the tested portion of the line. This actual pressure shall be determined by finding the difference between the average elevation of all tested pipe joints and the elevation of the pressure gauge and adding the difference in elevation head to the authorized test pressure.

4. Where the leakage rate exceeds the permissible maximum, the Contractor shall locate and repair leaking joints to the extent required to reduce the total leakage to within the prescribed amount.

5. All apparent leaks discovered within one year from the date of final acceptance of the work by the Owner shall be located and repaired by the Contractor, regardless of the total line leakage rate.

3.2 TESTING AND ADJUSTING

A. System Testing

1. All valves shall be tested for ability to meet design criteria.

2. All items including valves shall be given a thorough test. Valves, pipes, and other items that are non-operating or occasional-operating shall be tested for ability to meet design criteria. Verify that the valve wrench will seat solidly on the valve operating nut.

3. When a value is found to be in conflict with the stated design criteria, an adjustment shall be made to the item by experienced personnel of the Contractor or a manufacturer's representative.

4. If adjustments fail to correct the operation of a valve, remove the valve from the Project Site and replace it with a workable replacement that will meet the Specification requirements.

END OF SECTION

SECTION 01700

PROJECT CLOSEOUT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

A. Definitions: Project closeout is the term used to describe certain collective project requirements, indicating completion of the Work that is to be fulfilled near the end of the Contract time in preparation for final acceptance and use of the Work by the Owner, as well as final payment to the Contractor and the normal termination of the Contract.

1. Specific requirements for individual units of work are included in the appropriate sections.

2. Time of closeout is directly related to "Final Completion"; therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this section.

1.3 PREREQUISITES TO SUBSTANTIAL COMPLETION

A. General: Complete the following before requesting the Engineer's site visit for certification of substantial completion, either for the entire Work or for portions of the Work. List known exceptions in the request.

B. In the progress payment request that coincides with, or is the first request following, the date substantial completion is claimed, show either 100% completion for the portion of the Work claimed as "substantially complete", or list incomplete items, the value of incomplete work, and reasons for the Work being incomplete.

1. Include supporting documentation for completion as indicated in these contract documents.

C. Submit a statement showing an accounting of changes to the Contract Sum.

D. Submit specific warranties, workmanship/maintenance bonds, final certifications and similar documents.

E. Obtain and submit releases enabling the Owner's full, unrestricted use of the Work.

F. Submit record drawings, maintenance manuals, damage or settlement survey, and similar final record information.

G. Discontinue and remove temporary facilities and services from the project site, along with construction tools and facilities.

H. Site Visit Completion Review Procedures: Upon receipt of the Contractor's request for site visit, the Engineer will either proceed with site visit or advise the Contractor of unfilled prerequisites.

1. Following the initial site visit, the Engineer will either prepare the certificate of substantial completion, or will advise the Contractor of work which must be performed before the certificate will be issued. The Engineer will repeat the site visit when requested and when assured that the Work has been substantially completed.

2. Results of the completed site visit will form the initial "punch-list" for final acceptance.

1.4 PREREQUISITES TO FINAL ACCEPTANCE

A. General: Complete the following before requesting the Engineer's final Site Visit Completion Review for final acceptance, and final payment as required by the General Conditions. List known exceptions, if any, in the request.

1. Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Engineer.

4. Submit consent of surety.

5. Submit a final liquidated damages settlement statement, acceptable to the Owner.

B. Final Site Visit Procedure: The Engineer will conduct a Final Site Visit to confirm the completed condition of the Work upon receipt of the Contractor's notice that the work, including punch-list items resulting from earlier site visits, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the Engineer.

1. Upon completion of Final Site Visit, the Engineer will either prepare a certificate of final acceptance, or will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.

2. If necessary, the Final Site Visit procedure will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

A. General: Specific requirements for record documents are indicated in the individual sections of these specifications. Other requirements are indicated in the General Conditions. General submittal requirements are indicated in the various "submittals" sections.

1. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner’s and Engineer's reference during normal working hours.

2. **All record documents must be kept up to date on a continuous basis by all contractors and subcontractors. Failure to do so will result in withholding additional money from monthly payment requests.**

B. Record Drawings: Maintain a record set of contract drawings and shop drawings in a clean, undamaged condition. Mark-up the set of record documents to show the actual installation, where the installed work varies from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the working drawings.

1. Mark record sets with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.

2. Mark-up new information, which is known to be important to the Owner and Engineers, but for some reason was not shown on either contract drawings or shop drawings.

3. Note related change-order numbers where applicable.

4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

5. For buried piping measure distance to permanent exposed improvements that will enable locations to be determined after backfilling. Provide 2 measurements for all bends, fittings, etc.

C. Record Specifications: Maintain one complete copy of the Project Manual, including specifications and addenda, and one copy of other written construction documents such as change orders and similar modifications issued in printed form during construction.

D. Record Product Data: Maintain one copy of each product data submittal. Mark these documents to show significant variations in the actual Work performed in comparison with the submitted information. Include both variations in the products as delivered to the site, and variations from the manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications.

1. Upon Completion of mark-up, submit complete set of record product data to the Owner for the Owner's records.

E. Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous record-keeping and submittals in connection with the actual performance of the Work. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Engineer for the Owner's records.

1.6 FINAL CLEANING

A. General: Special cleaning requirements for specific units of Work are included in the appropriate sections of Divisions 2. General Cleaning during the regular progress of the Work is required by the General Conditions and is included under Section "Temporary Facilities".

B. Cleaning: Complete the following cleaning operations before requesting the Engineer's site visit for certification of substantial completion:

1. Clean the project site of rubbish, litter and other foreign substances.

C. Removal of Protection: Except as otherwise indicated or requested by the Owner, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

D. Compliance: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on the Owner's property. Remove waste materials from the site and dispose of in a lawful manner. Submit City of Bloomington Construction Debris manifest for all disposed debris.

END OF SECTION

SECTION 02150

SHORING AND BRACING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Shoring and bracing.

1.2 SUPERVISION

A. Engage and assign supervision of shoring and bracing work to a qualified foundation consultant. Design and Construction of all shoring and bracing is the sole responsibility of the Contractor.

1.3 REGULATIONS

A. Comply with local codes and ordinances of governing authorities having jurisdiction.

1.4 JOB CONDITIONS

A. Before starting work, check and verify governing dimensions and elevations. Survey condition of adjoining properties, take photographs, recording existing settlement or cracking of structures, pavements, and other improvements. Prepare list of such damages, verified by dated photographs, and signed by Contractor and others conducting investigation.

1.5 EXISTING UTILITIES

A. Protect existing active utility services and structures from damage during shoring and bracing work. Repair or replace damages to satisfaction of utility owner.

1.6 MATERIALS

A. Provide suitable shoring and bracing materials which will support loads imposed.

1.7 SHORING

A. Protect site from caving and unacceptable soil movement. Where shoring is required, locate system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.

B. Shoring systems retaining earth on which support or stability of existing structures is dependent must be left in place at completion of work. If wood is part of shoring system near existing structures, use pressure preservative treated materials or remove before placement of backfill.

1.8 BRACING

A. Locate bracing to clear permanent work. If necessary to move a brace, install new bracing prior to removal of original brace.

B. Install internal bracing, if required, to prevent spreading or distortion to braced frames.

C. Maintain bracing until structural elements are rebraced by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

D. Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.

E. Repair or replace adjacent work damaged or displaced through installation or removal of shoring and bracing work.

END OF SECTION

SECTION 02221

UTILITIES TRENCHING, BEDDING, HAUNCHING, AND BACKFILLING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Trenching for piping.

B. Bedding, haunching and backfilling.

PART 2 PRODUCTS

2.1 GENERAL

A. It is intended that previously excavated materials conforming to the following requirements be utilized wherever possible.

2.2 TRENCH OR EXCAVATION BOTTOM STABILIZATION MATERIAL

A. Provide coarse angular granular stabilization material, at least 70% of which shall range in size from 1 inch to 3 inches.

2.3 SAND

A. Sand shall be well graded, organic free, durable, granular material complying with the IDOT “Standard Specifications” for FA-6.

2.4 GRANULAR MATERIAL

A. Granular material shall be well graded, organic free and soil free, durable aggregate complying with the IDOT “Standard Specifications” for CA-6, CA-7, CA-11, FA-2 and FA-6 as required herein.

2.5 FLOWABLE BACKFILL

A. Flowable backfill material shall comply with IDOT “Standard Specifications”.

PART 3 EXECUTION

3.1 GENERAL CONSTRUCTION REQUIREMENTS

A. Provide dewatering and suitable temporary drainage channels for any water that may flow along or across the work in accordance with Section 02400.

B. Provide barriers, warning lights and other protective devices at all excavations in accordance with Division 1.

C. Roads and pavements shall not be blocked or obstructed by excavated materials, except as authorized by the Owner, in which case adequate temporary provisions must be made for satisfactory temporary passage of Owner's operating personnel, pedestrians, and vehicles.

D. If underground utilities and/or structures not shown on the Drawings are encountered, notify the Owner and do not proceed until instructions are obtained. Notify the Owner if springs or running water are encountered.

E. Where necessary to place excavated material adjacent to buildings, erect barriers to keep earth at least 4 feet away.

3.2 PIPELINE TRENCHING

A. Excavation of trenches shall not advance more than 50 feet ahead of completed pipe installation except as approved by the Owner.

B. Excavation in close proximity to existing utilities shall be performed in a manner to prevent damage. Contact the Owner and representatives of site utilities for assistance in locating buried lines.

C. All excavations shall be made by open cut unless otherwise indicated. Sides of trenches shall be kept as nearly vertical as possible from the trench bottom to a level of one foot above the top of the pipe. Trench bottoms shall be excavated true to line and shall be not less than 18 inches wider nor more than 24 inches wider than the outside diameter of the pipe so a clear space of 9 to 12 inches is provided on each side of the pipe. Minimum trench width for small diameter pipe shall be 24 inches. Grade of the trench bottom shall be consistent with the method of bedding specified.

D. Contractor shall notify Owner / Engineer if they encounter any material the Contractor asserts requires Rock Excavation and shall not proceed until receiving a determination from Owner / Engineer (per Article 202.04 of the IDOT “Standard Specifications”). Any Rock Excavation determined by the Owner / Engineer shall be paid for according to Article 109.04 of the IDOT “Standard Specifications”.

3.3 STABILIZATION

A. If portions of the bottom of trenches or excavations consists of material unstable to such a degree that, in the opinion of the Owner, it cannot adequately support the pipe or structure, the bottom shall be overexcavated and stabilized with approved coarse granular

stabilization material. Depth of stabilization shall be as directed by the Owner. The initial 20 tons of stabilization shall be incidental to the Contract.

3.4 BEDDING, HAUNCHING, INITIAL BACKFILL AND FINAL BACKFILL

A. General:

1. Bedding shall include the full trench width from the bottom of the excavation to the bottom of the pipe. Granular material, to the thickness indicated below, shall be used for pipe bedding:

Pipe Diameter	Thickness of Bedding
18 inches and smaller	4 inches
21 inches and larger	6 inches

Haunching shall include the full trench width from the bottom of the pipe to the springline of the pipe.

Initial backfill shall include the full trench width from the springline of the pipe to 12 inches above the top of the pipe.

Final backfill includes the portion of the trench from 12 inches above the top of the pipe to topsoil or paving subgrade.

2. All buried piping shall be continuously bedded, haunched and backfilled. The following are minimum requirements for pipe bedding, haunching and backfill, unless otherwise indicated on the Drawings.

B. Pipe Bedding

1. Pipe bedding shall consist of overexcavation of the trench bottom and refilling to proper grade with a minimum of 4 inches of CA-11 for PVC and FA-6 for DIP.

C. Haunching and Initial Backfill

1. Haunching and initial backfill shall be select granular material (CA-11 for PVC and FA-6 for DIP) free of clay lumps, large stones and rocks, and debris, subject to approval of the Owner.

2. All haunching and initial backfill materials shall be carefully deposited to avoid damage to the pipe and shall be compacted in accordance with Section 02250.

3.5 FINAL BACKFILL

A. After bedding, haunching and initial backfill have been placed, final backfill, conforming to FA-6, procedures shall be in accordance with the following schedule:

Surface Feature	Method
Landscaped area	2
Non-rigid bituminous paving including bituminous concrete	4
Influence area below existing rigid surfacing, foundations, utilities, etc.	5
Non-rigid bituminous paving including bituminous concrete, where indicated on the Drawings	CLSM

"Influence area" shall be considered the area within lines sloped downward at 45 degrees from the outer edges of paving, foundations, and utility lines.

B. Method 1: From the top of the initial backfill to the surface of the ground, final backfill consisting of previously excavated soil free of frozen material and large rocks may be deposited by dragline, bulldozer, or other suitable equipment. Depositing in layers or tamping will not be required. Sufficient surplus excavated material shall be neatly rounded over the trench to compensate for settlement.

C. Method 2: Cohesive backfill shall be deposited in accordance with Method 1, except final backfill shall be deposited in 12 inch lifts and shall be compacted to 85% Standard Proctor Density (ASTM D698) using mechanical compaction equipment. NO waterjetting shall be allowed.

D. Method 3: All haunching, initial backfill and final backfill shall be approved granular material as specified herein. Initial and final backfill may be deposited by bulldozer, dragline, or direct dumping, exercising care to prevent displacement of the pipe. Depositing in layers and compacting will not be required.

E. Method 4: Haunching, initial backfill shall be CA-11 for PVC and FA-6 for DIP and final backfill shall be FA-6 properly moisture conditioned granular material deposited simultaneously on both sides of the pipe, in maximum 6-inch lifts. The material shall be carefully placed around the pipe so that the pipe barrel is completely supported and no voids or uncompacted areas are left beneath the pipe.

Mechanically compact each lift to 95% Standard Proctor Density per ASTM D698. Material placed within 12 inches of pipe shall be compacted with hand tampers only. NO waterjetting shall be allowed.

F. Method 5: Backfilling shall consist of using Method 4 in the area of influence under the foundation or utility, and above that level to the surface using the backfill method required by the surface features. The area of influence shall be considered the area under a line sloped downward at 45 degrees from 2' from the near edge of foundation or utility.

G. Method CLSM: Haunching and initial backfill shall be properly moisture conditioned granular material deposited simultaneously on both sides of the pipe, in maximum 6-inch lifts. The material shall be carefully placed around the pipe so that the pipe barrel is completely supported and no voids or uncompacted areas are left beneath the pipe.

Mechanically compact each lift to 95% Standard Proctor Density per ASTM D698. Material placed within 12 inches of pipe shall be compacted with hand tampers only.

Final backfill: See IDOT "Standard Specifications" Section 1019, for Controlled Low Strength Material (CLSM). The strength requirements shall not exceed 50 psi and the material, when fully cured, shall be excavatable using hand tools. Submit mix design and compressive strength results for review.

3.6 TESTING AND CLEANUP

A. Provide for cleanup as soon as practicable, so these operations do not lag far behind pipe installation. Perform preliminary cleanup and grading operations immediately after backfilling.

B. All surfaces shall be finish graded in accordance with Section 02260.

C. All surplus excavated material shall be legally disposed of off-site by the Contractor.

END OF SECTION

SECTION 02230

WATER DISTRIBUTION SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This Section governs all work, materials and testing required for water distribution systems.

B. All water main materials shall be manufactured in countries signatory to the North American Free Trade Agreement (NAFTA) and shall meet or exceed AWWA specifications.

C. The tapping sleeves and valves as specified herein and as shown on the Drawings are to be furnished by the Contractor and delivered to the site for Owner installation.

1.2 SUBMITTALS

A. Shop Drawings and Product Data: Submit the following, in accordance with Section 01340:

1. Product data for gaskets.

2. Product data and details showing general dimensions, construction details and full descriptive literature, which includes materials of construction, material specification and grade and all valve and hydrant parts for pipe, fittings, joints, valves, valve boxes, valve operators, and fire hydrants.

3. Piping specialties, installation details, and jointing details including restrained joints and casing pipe.

4. Manufacturer’s information on installation procedures.

5. Operations and Maintenance Data.

6. Calculations and test data that proposed restrained joint arrangement can transmit the required forces with a minimum safety factor of 1.5.

B. Indicate valve linings and coatings. Submit manufacturer’s catalog data.

C. Certifications: Valve manufacturer shall furnish certification that each valve has been subjected to a hydrostatic water pressure twice the pressure class and that each valve is free of defects. Valves shall be tested in both the open and closed positions.

D. Special Tools: Furnish one set of all special tools necessary for installation, operation, normal maintenance, and adjustment.

E. Contractor shall submit an Abandonment Plan four weeks prior to any abandonment of the water mains, hydrants or valves for approval by the Owner and Engineer. The Abandonment Plan shall conform with the Sequence of Work portion of Section 01040, Project Coordination.

F. For approved manufacturers not listed for this project, inquire of the City of Bloomington Superintendent Water Resources, (309) 434-2426.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Comply with Section 01600. Exercise care in transporting and handling pipe and fittings in order to avoid damage to materials or coatings. Lifting shall be by hoist or on skids when hand lifting is not feasible. Dropping shall not be permitted. Store and stack pipe as recommended by the manufacturer. Damaged pipe and fittings shall be replaced.

PART 2 PRODUCTS

2.1 MATERIAL SELECTION

A. Piping, valves, boxes and hydrants shall be the type indicated herein.

B. Corporation stops, curb stops, service fittings and couplings, valves, gauges, and all materials that come in contact with potable water, shall comply with the 2014 no lead standards as defined in the Reduction of Lead in Drinking Water Act passed in January, 2011. Lead concentrations cannot exceed 0.25% weighted average limit for all wetted surfaces.

2.2 DUCTILE IRON PIPE

A. Ductile Iron Pipe shall be centrifugally cast in metal or sand-lined molds and shall conform to AWWA C151.

B. The minimum wall thickness for pipe having push-on or mechanical joints, restrained joints, plain ends, or cast flange ends shall be Special Class 52 with single gasket joints.

C. Joints: Mechanical and push-on joints for pipe and fittings shall conform to AWWA C111. Flanged joints shall conform to AWWA C115 with ANSI B16.1, Class 125, flat-faced flanges. All fittings shall be restrained. Restrained joints shall be American Ductile Iron Pipe “Lok-Ring Joint”, U.S. Pipe “TR-FLEX”, Clow “Super Lock (Tyton or Fastite)”, Griffin Pipe “Snap-Lok” or “Bolt-Lok Joint”, or equal. Restrained retainer glands shall be EBAA Iron Sales Meg-a-Lug for 14” or larger pipe, or equal. Restrained retainer gland joints are required when connecting to fittings. Restrained joints using a boltless design

shall be used for full length joints where called out on the drawings for restrained joints. Restrained retainer glands for 12" and smaller pipes shall be standard retainer glands from approved manufacturers.

For approved manufacturers not listed, inquire of the City of Bloomington, Superintendent of Water Resources at (309) 434-2426.

D. Gaskets: Flanged joint gaskets shall be ring type and conform to ANSI B16.21.

E. Fittings: All fittings shall be either flanged, restrained retainer gland, or restrained joints as described above. Fittings, including compact fittings, for ductile iron pipe shall be ductile iron of the type shown and shall conform to ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11 or AWWA C153. Joints shall be as specified above.

F. Grooved pipe type couplings shall be manufactured by Victaulic Company of America or equal. Coupling shall be flexible system conforming to ASTM A536.

G. Interior Lining: Interior lining for cast iron and ductile iron pipe and fittings shall be as follows:

1. Cement mortar lining and bituminous seal coat shall conform to AWWA C104.

2. Bituminous lining shall be 1 mil thick.

H. Exterior Coating: Exterior coating for ductile iron pipe and fittings shall be as follows.

1. Buried pipe and fittings shall have a minimum 1 mil thick asphaltic coating per AWWA C151 and ANSI A21.6 or A21.8.

I. Corrosion Protection

1. Ductile iron pipe and fitting and valves shall be encased in polyethylene encasement sleeves which consist of linear low density polyethylene, 8 mil thickness, Class C (black) conformity to the requirements of AWWA C105/ANSI A21.5-99. Polyethylene wrap shall be secured with a polyethylene compatible adhesive tape. The use of duct tape will not be allowed. When lifting polyethylene wrapped pipe with a backhoe, a fabric sling or padded cable shall be used to protect the wrap from damage.

J. All bolts and nuts shall be stainless steel.

K. Tracer Wire

Tracer wire shall be #12 THWN single strand electrical cable suitable for direct burial. Tracer wire shall be installed with all pipes on this project. The wire shall be taped or

attached to the pipe in an approved manner during installation and prior to backfilling. Two feet of slack shall be provided in all valve boxes and fire hydrants. The slack shall be wrapped around the valve box or fire hydrant at ground level.

2.3 STEEL CASING PIPE, OPEN CUT CONSTRUCTION

A. This work shall consist of constructing steel casing pipes for the water mains at locations shown on the Drawings and as directed by the Owner.

B. Steel casing pipe shall conform to AWWA C200 and C206 (60,000 PSI tensile strength) and shall be of the diameter indicated on the Drawings. Wall thickness shall be ½-inch minimum.

C. Exterior coating of pipe shall be multiple coats of heavy duty coal-tar base coating built up to 30 mils total dry thickness, and applied in accordance with the coating manufacturer's recommendations.

D. Joints in steel casing pipe shall be welded in accordance with AWWA C206.

E. Stainless steel casing spacers shall be used to support the pipe. The spacers shall be Model CCS as manufactured by Cascade Waterworks Manufacturing Company in Yorkville, Illinois.

F. Rubber end seals shall be wrapped around the end of casing and the carrier pipe after installation to provide a barrier to the backfill material. The end seals shall be secured with stainless steel straps. The end seals shall be Cascade Waterworks Manufacturing Company Model CCES.

2.4 PVC CASING PIPE, OPEN CUT CONSTRUCTION

A. Pipe: SDR-PR PVC pipe shall be manufactured from PVC 1120 and shall conform to ASTM D2241. Nominal size shall be as indicated on the Drawings and SDR shall be 26. Pipe and fittings shall be NSF approved for the usage to which they will be applied.

B. Joints: Joints in SDR-PR PVC pipe shall be bell and spigot type with rubber gaskets, ASTM D-3139.

C. Rubber end seals shall be wrapped around the end of casing and carrier pipe after installation to provide a barrier to the backfill material. The end seals shall be secured with stainless steel straps. The end seals shall be Cascade Waterworks Manufacturing Company Model CCES.

2.5 FIRE HYDRANTS

A. These specifications are to be used in conjunction with the AWWA Standard C502 for fire hydrants for ordinary water works service.

B. All materials used in the production of fire hydrants for ordinary service shall conform to the specifications designated for each material listed in AWWA Standard C502.

C. The hydrants shall be Waterous Pacer, Mueller Modern Centurion, Clow F2500, Clow Medallion, or Kennedy Guardian, of a pattern approved by the Owner and each supplied with all optional features. The seat must be bronze. The name or mark of the manufacturer and size of the valve opening shall be plainly cast in raised letters and so placed on the hydrant barrel as to be visible after the hydrant has been installed. The specific type of hydrant must be approved by the Owner prior to installation.

D. As a minimum requirement, all hydrants shall be designed for a working pressure of 150 pounds per square inch. Workmanship, design and material, shall conform to the AWWA Standard C502. The hydrant bodies shall be cast iron, fully mounted with approved non-corrodible metals. All wearing surfaces shall be either bronze or some other approved non-corrodible material and there shall be no moving bearing or contact surfaces of iron in contact with iron or steel. All contact surfaces shall be finished or machined in the best workmanlike manner and all wearing surfaces shall be easily renewable. All bolts below ground shall be stainless steel.

E. The design of the hydrant shall be such that all working parts may be removed through the top of the hydrant and shall have the required AWWA specified number of turns of the stem to open the resilient wedge and are equal to the area of the valve opening. Any change in area of the water passage through the valve must have an easy curve, and all outlets must have round corners of good radius. Hydrant barrel shall be of such design that there is easy installation to top extensions and full rotation (360°) of the upper barrel without shutting off water to the hydrant.

F. Hydrants shall be provided with a sidewalk flange. Breaking devices shall be at the sidewalk flange which will allow the hydrant barrel to separate at this point with a minimum breakage of hydrant parts in case of damage. There shall also be provided at this point, a safety stem coupling on the operating stem that will shear at the time of impact. All hydrants shall be equipped with O-Ring stem seals. The breakaway flange is to be 4” to 6” above the proposed ground level per manufacturer specifications.

G. Hydrants shall utilize standard nozzle caps. The hydrant nozzle and nozzle caps shall be Harrington Integral Hydrant Storz including Storz Blind Cap with Suction Seal and Aircraft Cable or equal. The nozzle shall have a brass metal face seal and hard anodized aluminum ramps and lugs. The aluminum finish shall be hardcoat anodized to Mil-A-8625f, Type 3, dark gray. The adapter shall be made of forged or extruded 6061-T6 aluminum. The blind cap shall have hard anodized aluminum ramps and lugs and be made of forged or extruded

6061-T6 aluminum. The center cap shall be equipped with a suction seal and be connected to the adapter or hydrant with a 0.125” vinyl coated aircraft cable.

H. Hydrants shall have one – 4-1/2" pumper nozzle with Bloomington Standard Threads and two - 2-1/2" hose nozzle NST.

I. The 5-1/4” internal hydrant valve shall be equipped with a 1-1/2" pentagon operating nut and a main operating rod travel stop capable of withstanding 200 foot pounds in the fully open or closed position.

J. Before the hydrant is painted at the factory, it shall be subjected to an internal hydrostatic test of 300 pound per square inch with the hydrant valve in a closed position and again with the hydrant valve in an open position.

K. All iron parts of the hydrant, both inside and outside shall be thoroughly cleaned and thereafter painted with one coat of paint of a durable composition. The hydrants shall be painted with one additional coat of Tnemec-Gloss Safety Yellow per national fire code specifications and as approved by the Superintendent of Water Resources.

L. Fire hydrants shall have a 6-inch restrained joint opening. Fire hydrants shall open counterclockwise and close with pressure.

M. All fittings and valves in connection with the fire hydrant shall be the anchoring type. No hydrant shall be placed closer than 2 1/2 feet from back of curb or edge of pavement to the centerline of hydrant.

2.6 VALVES - GENERAL

A. All valves shall be of standard manufacture and of highest quality materials and workmanship.

B. All valves of a particular type shall be the product of one manufacturer regularly engaged in the continuous production of that size and type of valve.

C. Valves shall be suitable for working pressure as required and as specified for the pipeline in which it is installed. Manufacturer's name, service, and pressure class shall be cast into the body.

D. Unless otherwise indicated or specified, valves shall be iron body, fully bronze or bronze mounted.

E. All valves shall be constructed for services up to 250 psi.

F. Where required for satisfactory operation of valves, provide valve operators, cast iron valve boxes, tee handle wrench, and other valve appurtenances.

G. Buried valves shall be epoxy coated. All bolts shall be stainless steel.

H. Buried valves 6-inch diameter or larger shall be set on foundation of solid concrete or stone not less than 8 inches thick nor less than one cubic foot in volume. Foundations shall be set on firmly compacted ground.

I. The height of the valve and its supporting foundation shall conform to the height of the connecting pipe. Valves shall be set in a vertical position unless otherwise indicated on the Drawings.

J. All valves shall be restrained with retainer glands or a manufactured pipe restraint system approved by the Owner.

K. All valves shall be inspected upon delivery in the field to insure proper working order before installation. They shall be set and jointed to the pipe in the manner as set forth in the AWWA Standards for the type of connection ends furnished. Open and close each valve observing full operation prior to installing successive lengths of pipe.

L. All valves shall be provided with a standard valve chamber so arranged that no shock will be transmitted to the valve and the box opening shall be centered over the operation nut, and the cast iron cover shall be set flush with the road surface or finished surface.

M. After installation, all valves shall be subject to the field test for piping as outlined in these specifications. Should any defects in materials or workmanship appear during these tests, the Contractor shall correct such defects with the least possible delay and to the satisfaction of the Owner.

2.7 GATE VALVES

A. Gate valves shall be resilient wedge with cast iron body, fully bronze mounted, non-rising stem with upper and lower thrust collars. Waterways shall be smooth. Gate valves shall be furnished with O-ring stem seals. Number, size and design shall conform to the AWWA Standard for resilient wedge valve O-Ring Stem Seals. All valves shall open by turning counterclockwise. Valves shall meet or exceed AWWA C-509.

B. Wrench nuts shall be made of cast iron and shall be one and fifteen-sixteenths (1-15/16) inches square at the top, two (2) inches square at the base and one and three-fourths (1-3/4) inches high.

C. Each gate valve shall be subjected to hydrostatic pressure test per AWWA C509.

D. Acceptable gate valve manufacturers are Clow F6100, Mueller or equal.

2.8 VALVE BOXES

A. Cast iron valve boxes shall be slide type approximately 5-1/4 inches in diameter with a minimum thickness of 3/16 inch and shall be set to position during backfilling operations so they will be in a vertical alignment to and centered over the valve operating stem. The slide type valve box shall be adjustable by sliding the upper section over the lower section. The lower casting of the unit shall be installed first in such manner as to be cushioned and to not rest directly upon the body of the valve or upon the water main. The upper casting of the unit shall then be placed in proper alignment into such an elevation that its top will be at final grade. Extension sections shall be furnished, if necessary, to increase the length of the screw type valve box to ensure the top of the box will be at final grade. CA-6 granular material shall be utilized to backfill around the operating nut and valve box. Valve box shall be two piece, slide type, and covers shall be no-tilt drop cover marked "WATER", as manufactured by Tyler Pipe, Screw Type #6850 Series, or equal.

2.9 TAPPING VALVES AND SLEEVES

A. Tapping valves shall be Clow F6114 resilient wedge gate valves or equal and shall be furnished by the Contractor for Owner installation. Retainer glands shall be: McWane (Clow) F-1058 or equal, and shall be installed at the joint between the valve and the proposed water main.

B. Tapping Sleeves shall be stainless steel with stainless steel bolts as follows: Taps onto existing 4”, 6” and 8” mains: Cascade CST-SL, Ford FAST or equal.

C. Taps onto existing 10” or larger mains: Cascade CST-EX or equal.

D. Tapping Sleeves shall be furnished by the Contractor for Owner installation.

2.10 SERVICE LINES

A. Service lines two inches or less in internal diameter shall be Type K copper tubing, soft temper, for underground service, conforming to ASTM B-88 and B-251. The pipe shall be marked with the manufacturer's name or trademark and a mark indicative of the pipe. Outside diameter and weight per foot shall not be less than that listed in ASTM B-251, Table II.

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

A. Pipe shall be installed in accordance with the manufacturer’s specifications and recommendations.

B. All lengths of pipe shall be dimensioned accurately to measurements established at the site, and shall be worked into place without springing or forcing.

C. The Contractor shall cut all pipe and drill all holes that may be necessary. Cut sections of pipe shall be reamed or filed to remove all burrs. The pipe interior and joints shall be thoroughly cleaned before being installed and kept clean during construction.

D. All changes in direction shall be made with fittings or approved joint deflection. Bending of pipe is prohibited. The maximum deflection at any joint shall not exceed 3 degrees per joint or 80% of the pipe manufacturers recommended maximum deflection, whichever is less. Contractor shall supply documentation from pipe manufacturer to verify the recommended deflection for any type pipe proposed for use.

E. Any transition from one pipe size to another shall be made with a reducing fitting. Reducing bushings are prohibited except where specifically indicated on the Drawings.

F. Make adequate provision for expansion and contraction of piping.

G. Pipe embedment and backfilling shall closely follow the installation and jointing of pipe in the trench, to prevent floating of the pipe by water which may enter the trench, and to prevent longitudinal movement caused by thermal expansion or contraction of the pipe. Not more than 25 feet of pipe shall be exposed at any time ahead of the backfilling in any section of trench.

H. When connecting to an existing watermain, work must be coordinated with the Owner at least 2 business days in advance. If the connection to an existing water main requires a shutdown of the existing main, the Contractor shall re-chlorinate that portion of the existing main which is shutdown before it is put back into service. The contactor shall provide the necessary restraining of the existing main when making the new connection.

I. All fire hydrants, valves and fittings shall be restrained.

3.2 PLUGS

A. Installed piping systems shall be temporarily plugged at the end of each day's work, or other interruption to progress on a given line. Plugging shall be adequate to prevent entry of small animals or persons into the pipe or the entrance or insertion of deleterious materials.

B. Standard plugs shall be inserted into all dead-end pipes, tees, or crosses; spigot ends shall be capped; flanged and mechanical joint ends shall have blind flanges of metal.

C. Plugs installed for pressure testing shall be blind flanges fully secured and blocked to withstand the test pressure.

D. Where plugging is required because of contract division or phasing for later connection, the ends of such lines shall be equipped with a permanent type plug or blind flange. Installation or removal of such plugging shall be considered incidental to the work.

3.3 SEPARATION OF NON-POTABLE AND POTABLE WATER LINES

A. Horizontal Separation – Water Mains and Sewers:

1. Water mains shall be laid at least ten feet horizontally from any existing or proposed drain, storm sewer, sanitary sewer, combined sewer or sewer service connection.

2. Water mains may be laid closer than ten feet to a sewer line when:

   - local conditions prevent a lateral separation of ten feet;
   - the water main invert is at least 18 inches above the crown of the sewer; and
   - the watermain is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.

3. Both the water main and drain or sewer shall be constructed of slip-on or mechanical joint ductile iron pipe, meeting the requirements of 35 Illinois Administrative Code (IAC) 653.111 when it is impossible to meet (1) or (2) above. The drain or sewer shall be pressure tested to the maximum expected surcharge head before backfilling.

B. Vertical Separation – Water Mains and Sewers:

1. A water main shall be laid so that its invert is 18 inches above the crown of the drain or sewer whenever water mains cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main located within ten feet horizontally of any sewer or drain crossed. A length of water main pipe shall be centered over the sewer to be crossed with joints equidistant from the sewer or drain.

2. Both the water main and sewer shall be constructed of slip-on or mechanical joint ductile iron pipe, meeting the requirements of 35 IAC Section 653.111 when:

   - it is impossible to obtain the proper vertical separation as described in (1) above; or
   - the water main passes under a sewer or drain.

3. A vertical separation of 18 inches between the invert of the sewer or drain and the crown of the water main shall be maintained where a water main crosses under a sewer. Support the sewer or drain lines to prevent settling and breaking the water main.

4. Construction shall extend on each side of the crossing until the normal distance from the water main to the sewer or drain line is at least ten feet.

5. All granular material shall be omitted from the water main bedding and cover and

Select Excavated Material compacted to 95% of Standard Proctor Maximum Density utilized for 10 feet on either side of the sewer line. If Granular Backfill exists for the sewer line, remove within limits of existing sewer line trench and replace with Select Excavated Material and compact to 95% of Standard Proctor Maximum Density.

6. When it is impossible to meet the vertical separation stated above and the water main passes under a sewer or drain, the water main shall be sleeved with steel pipe (water tight at both ends) for a minimum distance of ten (10) feet on each side of the sewer, or both mains shall be constructed of water main quality pipe. This is to be done in lieu of "spot" lowering or raising the water main when possible.

C. Conflicts:

1. Where it is impossible to obtain proper horizontal and vertical separation as stipulated above, both the potable water line and sewer line shall be constructed of water main pipe within 10 feet of the crossing, and both shall be pressure tested to assure water tightness before backfilling.

2. In making such crossings, it is preferable to center a minimum 20-foot length of the sewer line under the potable line to be crossed so that the joints will be equidistant from the potable line and as remote there from as possible. Where a sewer line must cross over a potable water line, a vertical separation of 18 inches between the bottom of the non-potable water line and the top of the potable water line shall be maintained along with means to support non-potable water lines to prevent their settlement.

3.4 DUCTILE IRON JOINTS

A. Mechanical Joints: Pipe with mechanical joints shall be laid according to the manufacturer's specifications. Socket and gasket shall be clean and gasket shall be properly centered before joint is made.

B. Push-On Type Joints: Any foreign matter in the gasket seat shall be removed, the rubber gasket wiped clean, flexed and placed in the socket. A thin film of lubricant shall be applied to the inside surface of the gasket which will come in contact with entering plain end pipe. Joint assembly shall then be completed by forcing the plain end of the entering pipe past the gasket until it makes contact with the bottom of the socket.

C. Jointing Gasket Joint Pipe:

1. The inside of the bell shall be thoroughly cleaned to remove all foreign matter from the joint. The gasket shall be inserted in the gasket seat provided.

2. A thin film of gasket lubricant shall be applied to inside surface of the gasket. Gasket lubricant shall be a solution of vegetable soap or other solution supplied by the pipe manufacturer and approved by the Owner.

3. The spigot end of the pipe shall be cleaned and entered into the rubber gasket in the bell, using care to keep the joint from contacting the ground. The joint shall then be completed by forcing the plain end to the seat of the bell.

4. Care must be taken not to damage exterior coating or interior lining when joining the pipe.

5. Field cut pipe lengths shall be beveled to avoid damage to the gasket and facilitate making the joint.

6. All pipe shall be furnished with a depth mark to assure that the spigot end is inserted to the full depth of the joint.

3.5 FLUSHING AND DISINFECTION OF POTABLE WATER LINES

A. Flushing and disinfection of potable water lines shall comply with Sections 01650 and 01655. The Owner's Representative must be present for flushing and sampling. No water usage shall be allowed prior to passing of required tests and approval of the Owner.

3.6 DEPTH OF COVER

A. Water mains shall be constructed sufficiently deep so as to prevent freezing, with 4'-0" minimum bury measured from finished grade to top of the pipe, unless otherwise indicated on the Drawings or as directed by the Owner.

3.7 VALVE OPERATION

A. Open and close each valve observing full operation prior to installing successive lengths of pipe.

B. Contractor shall not operate existing water valves. All existing valves shall be operated by City of Bloomington staff.

3.8 VALVE BOXES

A. Boxes shall rest on the valve and shall be adjusted so that the cover may be set flush with paving; in areas without paving set the cover as directed by the Owner. Boxes shall be set to allow equal movement above and below finish grade.

B. The base of the box shall be centered over the valve, and the top of the base section shall be approximately on line with the nut on top of the valve stem. The entire assembly shall be plumb.

3.9 WATER SERVICE LINES

A. Water Service Markings: For New Subdivisions, or on existing empty lots with no residence or building, the contractor shall place wood studs (2 x 4's) extending from the bottom of the water service to (2 feet) above the ground at the location of the end of each service. A minimum of the upper one (1) foot of each wood stud (2 x 4) shall be painted blue. These markers shall be installed at the time the services are constructed.

B. Curb Marking of Water Services: At the time the curb and gutter is poured, the contractor shall mark the top of the curb with a permanent "W" for water to mark location of the curb box.

3.10 HYDRANT CONSTRUCTION DETAILS

A. Hydrants shall be plumb and shall be set so that the center of the hydrant port is eighteen (18) to twenty (20) inches above the surrounding finished grade ensuring the breakaway flange is at proper ground height. Hydrants shall be set in accordance with the City of Bloomington's "five-foot bury". All hydrants shall be inspected in the field upon delivery to the job to insure proper operation before installation. A minimum of 2/3 cubic yard of washed coarse stone and polyethylene covering shall be placed at and around the base of the hydrant to insure proper drainage of the hydrant after use. The blocking of the hydrant shall consist of masonry blocks extending from the hydrant to undisturbed soil and shall be so placed to form a barrier adjacent to the hydrant base top to counteract the pressure of water exerted thereon. Poured-in-place concrete shall <u>not</u> be used. Care shall be taken to insure that weep holes are not covered. The hydrant shall be set on a concrete block to insure a firm bearing for the hydrant base. The hydrant auxiliary valve shall not be located directly adjacent to the hydrant. A minimum spool piece length of 2 feet (2') is required. Placing the auxiliary valve in the pavement is preferred and the valve shall not be located in the curb without express written directive from the Water Department Director.

B. **All fire hydrants shall be installed prior to the hydrostatic testing of the water main so that all items (water main, fire hydrants, valves, etc) are tested as one complete system. This shall occur prior to abandonment of the existing water main.**

3.11 INSTALLATION OF VALVES

A. All valves shall be inspected upon delivery in the field to insure proper working order before installation. They shall be set and jointed to the pipe in the manner as set forth in the AWWA Standards for the type of connection ends furnished.

B. All valves shall be provided with a standard valve chamber so arranged that no shock will be transmitted to the valve and the box opening shall be centered over the operation nut, and the cast iron cover shall be set flush with the road surface or finished surface.

C. After installation, all valves shall be subjected to the field test for piping as outlined in these specifications. Should any defects in materials or workmanship appear during these

tests, the Contractor shall correct such defects with the least possible delay and to the satisfaction of the Owner.

3.12 STEEL CASING PIPE

A. All materials and methods of installation for crossings by boring and jacking installation shall be subject to the Engineers approval and in accordance with the Drawings, Specifications, and the requirements of the permit issued by the controlling agency of the facility being crossed.

B. The Contractor shall give officials of the controlling agency adequate notice of the anticipated time and duration of the crossing construction.

C. Bored and jacked installations shall have a hole diameter, which shall not exceed the O.D. of the casing pipe (including coating), as indicated on the Drawings, by more than one inch. Where unstable soil conditions are found to exist, boring operations shall be conducted in such a manner as not to be detrimental to the facility being crossed. If excessive voids or too large a bored hole results, or it is necessary to abandon a bored hole, prompt remedial measures shall be taken by the Contractor, subject to approval by the Engineer and the controlling agency of the facility being crossed.

A. Once boring and jacking operations are started, prevent "freezing" of the casing due to settlement and compaction of surrounding soil during any work interruptions.

B. The water main pipe may be pushed or pulled (depending upon piping material, joint type and method of pipe support) into the casing as assembled. The pipe shall be adequately blocked and supported, in accordance with the Drawings, to prevent any movement. The proposed method of installation shall be approved by the Engineer prior to starting the crossing.

3.13 REMOVAL OF EXISTING FIRE HYDRANTS, VALVES AND MISCELLANEOUS MATERIALS

A. The contractor shall legally dispose of the materials off-site, except for hydrants, which shall be delivered to the City of Bloomington Water Department, 603 West Division Street, Bloomington, IL.

3.14 ABANDOMENT OF WATER MAIN

A. After the new water main has been installed satisfactorily, disinfected and approval given by the Owner, the existing water mains shall be abandoned as noted on the Drawings and described herein. The limits of the pipelines to be abandoned are shown on the Drawings. All fire hydrants and valve boxes within the limits shown shall be removed to a minimum one foot below grade. All pipelines shall be drained and the pipe ends plugged with concrete. All curb boxes shall be removed.

END OF SECTION

SECTION 02231

HORIZONTAL DIRECTIONAL DRILLING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Pipelines installed by the trenchless directional boring method.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Systems Startup, Section 01650.

B. Testing and Adjusting Water Main, Section 01655.

C. Water Distribution System, Section 02230.

1.3 SUBMITTALS

A. Shop Drawings and Product Data: Submit the following in accordance with Section 01340:

1. Horizontal directional drilling experience meeting the requirements of this section.

2. Detailed construction scheduling plan complying with Section 01310 prior to the preconstruction meeting.

3. Prior to construction, submit the type and capacity of the drilling rig to be used on the project, include manufacturer, pullback and push torque. Contractor to verify that allowable pipe stresses of the pipe will not be exceeded by the drilling rig. Submit information on the type of locating and tracking system. In addition, submit type and capacity of mud mixing system. Include proposed composition of drilling fluid, viscosity, and density.

4. Prior to construction, submit a drawing showing proposed crossing configuration, including entry and exit angles, radius of curvature, and entry and exit points. Drawings to include location and dimensions of the staging area at both entrance and exit pits. Also include information on the diameter of the pilot hole and size and prereamers used for development of the borehole.

5. Prior to construction, submit information on the method to address and mitigate obstruction problems during drilling, reaming, and potential problems of product pipe becoming stuck during pipe pull back, drilling through existing underground utilities, or other events that lead to work stoppage. Submit information on emergency procedures when drilling, reaming, etc. into existing utilities (gas, electric, water, etc.). Procedures must comply with all regulations.

6. Prior to construction, submit information on the method of slurry containment, method of recycling drilling fluids and spoils (if applicable), or method of containing drilling fluids or spoils and transporting drilling fluids and spoils off-site (including anticipated volume), and identify method and disposal site for drilling fluids and spoils. All material must be disposed in accordance with local, state, and federal regulations.

7. Prior to construction, submit plan for cleanup and disposal of spills and fractouts (drilling fluids, hydraulic fluids, etc.) including measures to contain and clean the affected area. Include details for cleanup of surface seepage of drilling fluids and spoils. All material must be disposed in accordance with local, state, and federal regulations.

8. Prior to construction, submit information on the method to address and mitigate collapse or subsidence of surface roadways, adjacent utilities, etc., during drilling, reaming and installation of the pipe.

9. The Contractor shall maintain a logbook that includes driller notes and records for bores using steering and tracking system. Data will include pipe number, depth, pitch, steering commands, and notes. Log must also include rig performance parameters (thrust, pullback, torque, drilling fluid circulation, drilling fluid composition), ground conditions, obstructions encountered, time shift started and ended, footage during the shift, etc. Logbook will include information on drilling fluid (composition, viscosity, density). This logbook must be available for review throughout project and must be submitted to Engineer and Owner at completion of project.

10. At the completion of the horizontal directional drilling, the pipe log indicating the horizontal and vertical position at 10 or 15 foot intervals along the pipe to confirm conformance with the depth and alignment shown on the Drawings. This submittal shall include the type and manufacturer of tracking equipment used, date of most recent shop calibration record, and the method to ensure the data was captured. No payment for any footage of pipe will be made until its corresponding log is submitted to the Engineer and Owner.

1.4 QUALITY ASSURANCE

A. The horizontal directional drilling shall be performed by the drilling company who is experienced in the installation of water pipelines utilizing the horizontal directional drilling method.

B. The Contractor shall submit data on the horizontal directional drilling company's experience. **The drilling company shall have at least three previous successful projects of 16-inch diameter or larger of restrained joint ductile iron pipe utilizing the horizontal directional drilling method.** The drilling company shall provide an

installation list including the following information: City or District, project name and location, contact person and phone number, contract amount, project environment (river crossing, urban area, etc.), date of installation, pipe diameter, pipe material, maximum length of each bore, and total length of directional drilling.

1.5 AREAS WHERE HDD MAY BE USED AS AN ALTERNATIVE

A. Where the pipeline is shown on the Drawings as open cut construction, the Contractor may propose to construct certain segments using the horizontal directional drilling method and submit their plan for approval to the Owner and the Engineer.

B. The pipeline vertical profile shall be constructed without additional peaks or valleys and the pipeline shall have a maximum cover of 6 feet. All piping shall be restrained joint.

C. If the water main passes beneath sanitary or storm sewers, the water main will need to be installed within a casing, thereby meeting the separation requirements in Section 02230.

D. Compensation will be at the unit price indicated in the Bid Form for open cut water main construction plus the associated pavement replacement included in the Bid Form.

PART 2 PRODUCTS

2.1 PIPE

A. All service connection pipe installed by the horizontal directional boring method shall be Type K copper tubing as indicated in Section 02230. Copper pipe and fittings shall be encased by dual wrap polyethylene encasement sleeves, Class C (black) conforming to the requirements of AWWA C105/ANSI A21.5-99. The inner wrap shall be linear low density, polyethylene, 8 mil thickness, and the exterior wrap shall be high density cross laminated, polyethylene, 4 mil thickness.

B. Ductile iron pipe shall be as specified in Project Manual Section 02230.

2.2 DIRECTIONAL BORING SYSTEM

A. Contractor to provide a pneumatically or hydraulically operated, fluid assisted remote guided boring system capable of installing the pipe by trenchless methods per the Drawings without damage. The equipment shall be designed to provide accurate control of both the line and the grade of the boring head.

1. Contractor to provide pumps, compressors, tools and all equipment certified as suitable by the system manufacturer to install the new pipe without stressing or damaging the pipe.

2. Contractor to provide a circulatory and recovery system that will recover the bentonite or other drilling fluids without releasing the slurry onto the ground or water surfaces.

3. Contractor to coordinate supply of water for mixing drilling fluid from the Owner.

PART 3 EXECUTION

3.1 PROTECTION

A. The Contractor shall field verify the location and depth of all existing utilities, including service connections, to be paralleled or crossed prior to the start of directional drilling operations. The Contractor shall modify alignment, depth or grade as necessary to avoid utilities and minimize the number of peaks and valleys along the alignment.

B. The Contractor shall expose all utilities that they will be crossing with horizontal directional drilling. All major utilities (high pressure gas, fiber optic, high voltage electric, major pipe lines, water and sewer lines, etc.) should be exposed every 100 feet, if parallel within 5 feet of excavation area to verify depth and location of the utility. If the location is not accurate, the utility owner should be contacted immediately.

3.2 GENERAL PIPE INSTALLATION

A. The contractor may install pipe by the directional drilling methods unless conditions require open trench installation.

B. Tightly wrap and tape the dual wrap polyethylene encasement to the pipe per the pipe manufacturer's recommendations to assure no damage to the encasement during installation. Contractor shall use a nylon sling when moving polyethylene encased pipe. Any damage to the polyethylene encasement shall be repaired prior to installation. Polyethylene encasement shall be overlapped across the joints in an alternating method and tightly taped across the joint. Install pipe by continuously pulling the pipe into place from insertion point to exit point without causing damage to the pipe being inserted. Provide lubricants as required by the pipe manufacturer to avoid stressing the pipe past its elastic limit.

C. Provide installation and receiving pits as necessary for complete installation of the pipe. The excavation of the installation and receiving pits shall be incidental to the work.

D. The Contractor shall not start the pullback unless it can be completed without interruptions. Contractor shall coordinate scheduling with the Owner's Resident Project Representative.

E. The Contractor shall provide sediment and erosion control measures to prevent drilling fluid or borehole cuttings from entering the adjacent property.

F. The pilot hole shall establish the horizontal plane of the pipeline. A plot of length versus elevation versus left/right variance will dictate the actual as-built plan and profile of the pipeline. Data feedback and electronic guidance systems and supplemental surface tracking systems shall be used to provide confirmation of position.

G. Reaming shall consist of using an appropriate tool to open the pilot hole to a slightly larger diameter than the carrier pipeline. The percentage oversize shall depend on soil types, soil stability, depth, drilling fluid hydrostatic pressures, etc. Normal oversizing shall be from 120 to 150 percent of the product pipe diameter. Drilling fluid shall be forced down the hole to stabilize the hole and to remove soil cuttings. The Contractor shall carefully monitor the reaming operations to prevent damage to adjacent utilities.

H. The Contractor shall maintain accurate alignment and grade control and shall determine the pipe elevation (above mean sea level) at intervals not exceeding 15 feet.

I. The pipe shall be installed by continuously pulling the pipe into place through the drilling fluid along the reamed hole pathway from insertion point to exit point without causing damage to the pipe and pipe joints being inserted. The pull-back speed shall be within the pipe manufacturer's recommendations. Drilling fluid/lubricants shall be provided as required by the pipe manufacturer's recommendations and specifications to avoid stressing the pipe and joints past the materials elastic limits. Proper pipe handling, cradling, bending minimization, surface heave readings, consistent insertion velocity, drilling fluid flow circulation/exit rate, and footage length installed shall be recorded.

J. Any bits, drills, reamers, or other tools lost or stuck in the hole shall be removed at the Contractor's expense. If tools cannot readily be removed, Contractor may at Contractor's option abandon the hole. The Contractor will seal the borehole and redrill the crossing. No payment shall be made for any lost equipment, material, or work on abandoned holes.

K. Drilling fluid to be used to facilitate the installation of the pipe shall be adjusted within acceptable limits such that ground heaving and subsurface cavity formation through erosion are prevented.

L. A variation greater than ± 3% from the horizontal and ± 5% from the vertical plan or designated grade may be sufficient reason for the rejection of the pipe, and the pipe shall be re-bored to proper grade if so directed by the Owner's Resident Project Representative at no cost to the Owner.

M. The Contractor shall drill and/or excavate relief holes to prevent the pressure of the drilling fluid from heaving or in any other way damaging any surface features. Damage due to ground heaving caused by the drilling fluid shall be repaired at the Contractor's expense. Relief holes shall be incidental to the work.

N. The alignment shown on the Drawings shall be adhered to unless existing physical obstructions prevent otherwise. The number of setups and the length of pipe installation per set up as shown on the Drawings is merely a suggested layout to achieve the alignment

shown on the Drawings. The Contractor shall be ultimately responsible for determining the number of set ups required to install the pipe to the alignment shown on the Drawings. The number of setups shall be incidental to the work.

O. The Contractor shall verify that the pipe diameter as installed is within the tolerances shown in the specifications using a mandrel or other approved non-destructive methods. Contractor shall fill deficient segments with approved material and install new parallel segments at no additional cost to the Owner.

P. The Contractor shall supply portable mud tanks or construct temporary mud pits to contain excess drill fluids during construction. Spent drilling fluids and cuttings shall be confined to the entrance and exit pits. The Contractor shall take all necessary precautions to minimize the damage to the adjacent properties. Any drilling fluid that enters the pipe shall be removed by flushing or other suitable methods. Upon completion of the crossing, Contractor shall dispose of any drill cuttings and excess drill fluids in a manner consistent with local and state regulations. If working in an area of contaminated soil, the slurry shall be tested for contamination and disposed in accordance with local and state regulations. The disposal of the drilling fluids and any necessary flushing of the pipe shall be incidental to the work.

Q. The Contractor shall be responsible for cleanup and restoration, due to hydrofactures from excessive pressure in the drilling fluid. Contractor shall prevent drilling fluids from entering streams or other waterbodies and municipal storm or sanitary sewer lines (unless prior approval is obtained from the Owner). No additional payment shall be made for cleanup costs required by Owner, Owner's Resident Project Representative, or regulatory agencies due to loss of drilling fluid.

R. Pits excavated to permit connection of bored pipe shall be backfilled, and disturbed areas shall be restored to their original state or better. Sections of sidewalks, curbs, and gutters or other permanent improvements damaged during horizontal directional drilling operations shall be repaired or replaced at the Contractor's expense. The backfilling of the boring and receiving pits shall be incidental to the work.

S. Provide mufflers, silencers and other devices to reduce noise from compressors and other equipment to meet the Owner's local ordinances.

T. The Contractor shall be responsible for restoration of sidewalk or roadways that collapse during horizontal directional drilling operations and shall be repaired or replaced at the Contractor's expense.

END OF SECTION

SECTION 02236

CROSSINGS (BORED AND JACKED)

PART 1 GENERAL

1.1 All materials and methods of installation for crossings by boring and jacking installation shall be subject to the Owner's approval and in accordance with the Drawings, Specifications, and the requirements of the permit issued by the controlling agency of the facility being crossed. The cost of abiding by the provisions of the permit shall be considered incidental to the contract.

1.2 The Contractor shall give officials of the controlling agency adequate notice of the anticipated time and duration of the crossing construction.

1.3 The provision of this section shall be the minimum standards for the installation of casing pipe and carrier pipe by the boring and jacking method. Other types of trenchless methods may be acceptable and encouraged if the specific method is at least equal to the performance of typical jack and bores and is comparable in cost.

PART 2 PRODUCTS

2.1 Casing pipe materials shall be steel and conform to the requirements specified in Section 02230 and the drawings, except as otherwise required by the controlling agency permit.

2.2 Lengths of casing pipe, as long as practical, shall be used except as restricted otherwise. The length of the casing may be extended and (or) shortened for the convenience of the Contractor, at no additional cost to the OWNER. Due to restrictive site conditions, boring and jacking casing lengths less than the nominal 20 foot length may be necessary.

2.3 Joints between casing pipe sections shall be butt joints with complete joint penetration, single groove welds, for the entire joint circumference, in accordance with AWS recommended procedures. Prior to welding the joints, the Contractor shall ensure that both ends of the casing sections being welded are square.

PART 3 EXECUTION

3.1 CASING PIPE INSTALLATION

A. Casing pipes crossing shall be located at the grades and alignments as shown in the plans and details. In the case of where unforeseen site conditions prevent proper installation of the casing pipe to the elevations and grades provided a suitable alternative alignment may be approved by the Engineer and controlling agency.

B. Boring and jacking of casing pipes shall be accomplished by the dry auger boring method without jetting, sluicing or wetboring.

C. Bored and jacked installations shall have a hole diameter which shall not exceed the O.D. of the casing pipe (including coating), as specified in Section 02230 or indicated on the Drawings, by more than one inch. Where unstable soil conditions are found to exist, boring operations shall be conducted in such a manner as not to be detrimental to the facility being crossed. If excessive voids or too large a bored hole results, or it is necessary to abandon a bored hole, prompt remedial measures shall be taken by the Contractor, subject to approval by the Owner and the controlling agency of the facility being crossed.

D. Once boring and jacking operations are started, prevent "freezing" of the casing due to settlement and compaction of surrounding soil during any work interruptions.

E. Required boring and jacking pits or shafts shall be excavated and maintained to the minimum dimensions necessary to perform the operation; an approximate limit of excavation has been depicted in the plans. Said excavations shall be adequately barricaded, sheeted, braced and dewatered, as required, in accordance with the applicable portions of Section 02221, and with all local regulations/specifications. Boring and jacking pits will normally be no closer than ten (10) feet from the edge of pavement, with the permitting agency having final determination of the required setback distance.

3.2 CARRIER PIPE INSTALLATION

A. The entire length of casing shall be complete before pipe is placed therein. Installation shall conform to the requirements specified in Section 02230 and on the Drawings, except as hereafter indicated or as required by the controlling agency permit.

B. The pipe may be pushed or pulled (depending upon piping material, joint type and method of pipe support) into the casing as assembled. The pipe shall be adequately blocked and supported, in accordance with the Drawings, to prevent any movement. The proposed method of installation shall be approved by the Owner prior to starting the crossing.

C. Casing spacers shall be provided along the entire length of the casing pipe.

3.3 SEALS

A. At each end of casings, provide seals for the annular space between the casing and carrier pipe as specified in Section 02230.

3.4 CLEAN-UP

A. Following installation, remove all construction and excess excavated materials and debris. Regrade slopes and ditches to match adjacent areas. Surface replacement shall be in accordance with Sections 02485 and 02510.

END OF SECTION

SECTION 02250

COMPACTION CONTROL AND TESTING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Placement, compaction control, and field density testing requirements for all work.

1.2 TESTING

A. The Owner will employ and pay for tests performed by an approved independent soils laboratory to insure adequate density is being obtained. The Owner will designate where and when samples shall be taken. The laboratory shall submit test reports to the Owner, Engineer, and the Contractor.

PART 2 PRODUCTS

2.1 MATERIALS

A. All materials and products are specified elsewhere in Division 2.

PART 3 EXECUTION

3.1 FILL PLACEMENT

A. If fill already placed has loosened as a result of frost action, the fill shall be recompacted prior to placing additional lifts. Compacted material that has been flooded and no longer meets the density specified shall be removed and replaced.

B. If the in-place surface has dried, sprinkle with water before placing the next lift. The surface of smooth lifts shall be scarified before the next lift is placed.

C. Where fill is required on both sides of structures, fill and compact simultaneously on opposite sides in even layers. Other filling sequences shall be as specifically indicated on the Drawings.

D. Fill shall be spread in uniform horizontal lifts. The material shall be thoroughly mixed to insure uniform moisture content slightly wetter than optimum but not greater than 5 percent above optimum water content as determined by the Standard Proctor Test, ASTM D698.

E. Where cohesive structural fill is used, the moisture content when compacted shall be within 3 percent of the optimum moisture content. If the fill does not have a natural water content

which falls within the acceptable range, the Contractor shall mix, dry, or moisten as necessary.

F. Place and compact each lift over an entire area prior to placing successive lifts, unless otherwise approved by the Engineer.

G. All materials shall be placed in loose lift thicknesses indicated hereafter.

3.2 COMPACTION

A. General

1. Unless otherwise indicated, the type of equipment and number of passes required to obtain the specified degree of compaction shall be determined at the site, subject to the approval of the Engineer.

2. Provide mechanical compaction for cohesive material and vibratory compaction for granular materials, unless otherwise approved by the Engineer. NO jetting, flooding, puddling, or vibroflotation methods may be used.

3. Noncohesive soils shall be compacted with vibrating roller or equivalent; cohesive soils shall be compacted with sheeps-foot roller, pneumatic tamping, or approved equivalent, unless otherwise indicated.

B. Granular Bedding

1. Granular bedding, shall have each lift thoroughly and uniformly watered, avoiding excessive wetting of the less pervious material underneath. Compaction methods and procedures shall be subject to approval of the Engineer.

C. Topsoil

1. Topsoil, as specified in Section 02260, shall be compacted with a "cultipacker", roller, or approved equivalent equipment weighing 100 to 160 pounds per lineal foot of roller width.

3.3 FILL LIFT THICKNESSES AND COMPACTION DENSITIES

A. Unless otherwise indicated or approved by the Engineer place fills in the loose lift thicknesses indicated hereafter and compact to a dry density not less than the following percentage of maximum dry density, determined by the Standard Proctor Test, ASTM D698, unless otherwise noted.

3.4 TESTING

A. The Contractor shall assist in providing samples for the following field density tests to insure required densities are being obtained:

1. One test per every 200 LF of trench or fraction thereof per lift of general backfilling.

2. Two tests per every 200 LF of trench or fraction thereof per lift of structural fill under slabs, foundations, and pavements.

3. One test per lift for each other type of fill, if so directed by the Engineer.

B. Tests shall be in accordance with ASTM D1556 or other tests suitable for the materials being tested.

C. The Contractor is responsible for meeting the compaction requirements. The City may or may not perform routine density tests on the backfill, so the Contractor should not expect to see any test results from the City to monitor their compaction efforts. If the Owner elects to test, then the Owner will pay for initial field density tests. Subsequent tests and associated cost necessitated as a result of the initial test failing to meet specified requirements will be at the expense of the Contractor.

Type of Fill	Usage	Lift Thickness	Compaction %		ASTM
Trenched Pipe Bedding	Beneath piping.....	4"	95		D698
Trenched Pipe Cover	Over and/or around piping.....	6"	95		D698
Utilities Trench Backfill	"Influence area" beneath other piping or utility lines...	8"	95		D698
	"Influence area" beneath rigid paving	6"	95		D698
	"Influence area" beneath non-rigid paving.....	9"	92		D698
	Adjacent to or under structures.....	9"	98		D698
	Plant site.....	12"	85		D698
Structural Backfill	All locations under major structures	6"	98		D698
	All locations under minor structures (manholes, etc.)..	6"	95		D698
Impermeable Fill	All locations.....	6"	98		D698
Granular Backfill	Below concrete slab bedding, foundations, rigid paving, and excavated areas adjacent to structures	8"	95	*	D698
Granular Bedding	Beneath concrete slabs.....	6"	95		D698
Granular Drainage Blanket	Below concrete slabs, paving, or piping.....	9"	95		D2049
	All other uses.....	12"	85		D2049
Structural Backfill	See Trench Backfill				
General Site Grading	Fill in other locations not covered herein.....	12"	85		D698
	Topsoil placement.....	12"	85		D698

"Influence area" shall be considered the area within lines sloped downward at 45 degrees from the outer edges of paving, foundations, and utility lines.

* See drawings for additional compaction requirements.

SECTION 02260

FINISH GRADING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Final grading of the site.

PART 2 PRODUCTS

2.1 TOPSOIL

A. Topsoil shall be fertile, friable, natural topsoil typical of the area, free from subsoil, stones, plants, roots or other extraneous material and shall not be used while muddy or frozen.

B. Topsoil shall contain not less than 8% organic matter (AASHTO T194). The topsoil shall consist of either natural topsoils typical of the locality and free from coarse stone aggregate or surface soils stripped from the site and enriched with humus at a rate of 8% by volume. The soil mixture prepared by mixing surface soils and humus shall be free of oil, cinders, coarse stone, and woody root material.

2.2 SEEDING

A. Furnish and install seed in accordance with Section 02485.

PART 3 EXECUTION

3.1 GENERAL

A. Provide all finish grading and filling to achieve the lines and grades indicated on the Drawings. All earthwork shall be done in a manner that provides drainage.

3.2 TOPSOIL PLACEMENT

A. Place topsoil in all areas of new grading. The compacted subgrade to receive topsoil shall be scarified to a depth of three (3) inches. Subgrade surface shall be free of loose cobbles and stones prior to placement of topsoil. Topsoil shall be spread evenly and compacted to a thickness of not less than six (6) inches, and to the proposed elevations and grades. Grade shall be flush with walks and paving.

3.3 SURFACE RESTORATION

A. Furnish and install bituminous surface and seeding replacement in areas as shown on the Drawings and areas disturbed from the Contractor's activities.

3.4 FINISH GRADING

A. All areas of the project including all previously grassed areas that have been disturbed, excavated and filled sections and adjacent transition areas shall be uniformly smooth-graded. Depressions from settlement shall be filled and compacted. Tops of embankments and breaks in grade shall be rounded. All surfaces shall be finished to provide adequate drainage. Finished surfaces shall be reasonably smooth, compacted, free from irregular surface changes and comparable to the smoothness obtained by blade-grader operations.

B. Finished surfaces adjacent to paved or surfaced areas and within 10 feet of structures shall be within 1 inch of the proposed grade. All other areas shall be within 3 inches of the proposed grade.

C. Newly graded areas shall be protected from traffic and erosion. All settlement or washing away that may occur from any cause prior to seeding or acceptance shall be repaired and grades re-established to the required elevations and slopes at no additional cost to the Owner.

D. Unless otherwise indicated, all surplus material shall be legally disposed of off-site by the Contractor.

END OF SECTION

SECTION 02268

SEDIMENT AND EROSION CONTROL

PART 1 -- GENERAL

This plan has been prepared to comply with the provisions of the General National Pollutant Discharge Elimination System (NPDES) Permit Number ILR10 issued by the Illinois Environmental Protection Agency for Storm Water Discharges for Construction Site Activities. Any fines or penalties for failure to maintain erosion and sediment control shall be the sole and full responsibility of the Contractor.

1.1 SPECIFICATIONS

The management practices, controls and other provisions contained in this plan are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Standards and Specifications for Soil and Erosion and Sediment Control dated October 1987, Illinois Procedures and Standards for Urban Soil and Erosion and Sedimentation Plan, and the City of Bloomington Manual of Practice. Requirements specified in sediment and erosion control plans or storm water pollution prevention plans or site plans or site permits approved by local official that are applicable to protecting surface water resources are incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

1.2 RELATED DOCUMENTS

Sediment and erosion control plans or storm water pollution prevention plans or site plans or site permits along with general provisions of the Contract, including General and Supplementary Conditions apply to work of this section.

1.3 CONTRACTOR SUBMITTALS

A. Submittals shall be in accordance with Section 01340.

B. Product Data: The Contractor shall submit manufacturer's material and construction specification for any structural or non-structural best management practices (BMP's) used that shall be in accordance with the previously described state and local specifications.

1.4 CONTACT INFORMATION

City of Bloomington
Water Department
603 West Division Street
Bloomington, Illinois 61702

1.5 SITE DESCRIPTION

A. Locations and Existing Site Conditions:

1. Lake Bloomington Project Area:
   USGS Quad Map Bloomington West; N40.3858-W89.5612; T25NR2ES1
   NRCS Soil Survey: Keomah silt loam, 0 to 2 percent slopes, Hydrologic Group C; Mayville silt loam, 2 to 5 percent slopes, Hydrologic Group B; Rozetta silt loam, 2 to 5 percent slopes, eroded, Hydrologic Group B; Miami and Hennepin soils, 10 to 18 percent slopes, Hydrologic Group B; Miami and Hennepin soils, 18 to 35 percent slopes, Hydrologic Group B.

B. Proposed Construction Activities:

The BASE BID work includes furnishing and installing approximately 4,270 lineal feet of 8-inch, diameter water main (open cut and trenchless with DIP), service taps and connections, valves, fire hydrant assemblies, surface replacement, and appurtenant work.

The anticipated total area of disturbance from construction activities is approximately 0.9 acres.

C. Intended Sequence of Major Activities which Disturb Soils:

The construction activities may be as follows:

1. A pre-construction meeting will be held by the Owner prior to land disturbing activities.
2. Install filter fabric fences around excavated and fill material piles and install inlet protection at storm sewer inlets.
3. Commence grading/excavation activities.
4. Disturbed areas of the site where construction activity has ceased for more than fourteen (14) days shall be temporarily seeded and (or) watered.
5. Finalize pavement removal and replacement including sub grade preparation, base course, and surface course.
6. Carry out final grading/seeding and planting for all areas of non-impervious disturbance.
7. Remove filter fabric fences and inlet protection after all pavement replacement and exposed surfaces are stabilized.
8. Remove staging areas when applicable.

1.6 CONTROLS

The following various controls shall be implemented for each of the major construction activities anticipated. It shall be the Contractor’s responsibility to install and implement each measure as indicated herein.

A. Erosion and Sediment Controls

1. Stabilization Practices: Provided below is a description of interim and permanent practices, including site-specific scheduling of the implementation of the practices. The Contractor shall ensure that existing vegetation is preserved where attainable and disturbed portions of the site shall be stabilized. Stabilization measures shall commence as soon as practical and for portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven (7) days after the construction activity in that portions of the site where construction activity will not occur for a period of twenty-one (21) or more calendar days.

   The following interim and permanent stabilization practices, as a minimum shall be implemented to stabilize disturbed areas of the site:

   i. Permanent Seeding
   ii. Inlet Protection

2. Structural Practices: Provided below is a description of structural practices that shall be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. The installation of these devices may be subject to Section 404 of the Clean Water Act.

   i. Municipal Separate Storm Sewer System (MS4)
   ii. Permanent Seeding
   iii. Inlet Protection

B. Stormwater Management

Provided below is a description of measures that shall be installed during the construction process to control pollutants in stormwater discharges and shall be removed after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

These practices selected for implementation were determined on the basis of the technical guidance contained in the IEPA's Standard Specifications for Soil Erosion and Sedimentation Control.

Discharges originating from off-site, which flow across or through areas disturbed by the construction activities that may contain pollutants, shall be reported to the City of Bloomington.

The stormwater pollutant control measures shall include:

i. Filter Fabric Fence
ii. Municipal Separate Storm Sewer System (MS4)
iii. Inlet Protection

C. Waste Disposal

The solid waste materials including trash, construction debris, excess construction materials, machinery, tools and other items shall be collected and disposed off-site by the Contractor. Submit City of Bloomington Construction Debris Manifest for all disposed debris. The Contractor is responsible to acquire any permit required for such disposal. Burning on the site shall not be permitted. No solid materials, including building materials, shall be discharged in Waters of the State, except as authorized by a Section 404 permit.

The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

A concrete washout basin shall be installed when concrete will be mixed on site or delivered from a batch plant. The concrete washout basin shall be located a minimum of 50 feet from any drainage infrastructure or natural drainage course. All dried concrete waste shall be broken into manageable pieces and disposed of in a proper manner. The Contractor or qualified personnel shall locate concrete washout basins in this prescribed manner as construction progresses.

1.7 MAINTENANCE

The following is a description of the procedures that shall be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in the Standard Specifications.

Vegetative erosion control measures: The vegetative growth of temporary and permanent seeding, sodding, vegetated channels, filters, etc., shall be maintained and supplied adequate watering and fertilizer. The vegetative cover shall be removed and reseeded as necessary.

Filter Fabric Fence: The damaged filter fence shall be restored to meet the standards or removed and replaced as needed.

Disturbed areas shall be stabilized with temporary or permanent measures within seven (7) calendar days after the end of active disturbance, or re-disturbance, consistent with Section 02485.

Soil storage piles containing more than 10 cubic yards of material shall not be located with a down slope drainage length less than 25 feet to a roadway or drainage channel. Filter barriers shall be installed immediately on the down slope of the piles.

1.8 INSPECTIONS

The Contractor or Contractor’s Representatives shall inspect disturbed areas of the construction site which have not been finally stabilized, structural control measures and location where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7) calendar days within twenty-four (24) hours of the end of a rainfall

event with 0.5 inches of precipitation. Weather and storm predictions can be obtained by call the National Weather Service at (858) 675-8700 or via the web at http://www.crh.noaa.gov/ilx/.

Disturbed areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Determine whether discharge locations are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.

Based on the results of the inspection, any control measures deemed deficient shall be revised as appropriate by the Contractor as soon as practical after such inspection. Any changes to the drawings resulting from the required inspections shall be implemented within seven (7) calendar days following the inspection.

A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this project and actions taken shall be made and retained for a period of three (3) years.

If any violation of the provisions of these specifications is identified during the course of the construction work covered by this improvement, the Contractor or Contractor's Representative shall complete and file an "Incidence of Noncompliance" (ION) report for the indentified violation. The Contractor's Representative shall use forms provided by the IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of the resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with the general permit. The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section 22000
Churchill Road Post Office Box 19276
Springfield, Illinois 62794-9276

1.9 NON-STORMWATER DISCHARGES

Except for flows from fire suppression activities, sources of non-stormwater that may be combined with stormwater discharges associated with the construction activities addressed in these specifications, are described below:

1. Water main flushing
2. Fire hydrant flushing
3. Watering for dust control
4. Irrigation drainage for vegetative growth for seeding, etc.

The pollution prevention measures, as described below, shall be implemented for non-stormwater components of the discharge:

The fire hydrant and water main shall not be flushed directly on the exposed area of sub grade of the pavement. Hoses shall be used to direct the flow into the sanitary system, where available. The erosion due to irrigation of seeding shall be considered minor. The Contractor shall provide the above non-stormwater discharged control to the standard specification required by the City of Bloomington, or equal. Also see Section 01650 and 01655.

END OF SECTION

SECTION 02400

DEWATERING AND DRAINAGE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Dewatering and drainage for all earthwork.

1.2 RESPONSIBILITY

A. The Contractor is solely responsible for the design, installation, operation, and subsequent removal of dewatering systems and their safety and conformity with local codes and regulations.

PART 2 EXECUTION

2.1 DEWATERING AND DRAINAGE

A. Contractor is advised that during construction, structures and manholes may be buoyant when empty. At all times during construction keep excavations free from standing water. Sumps, if required, shall be located outside of load bearing areas so the bearing surfaces will not be disturbed. Water pumped from the excavation shall be discharged to prevent re-entry into the soil strata being dewatered. Water containing silt in suspension shall not be pumped into sewer lines or adjacent streams. The method of disposing of water pumped from the excavation shall be approved by the Owner, prior to actual disposal.

B. The dewatering system shall take into consideration the construction procedures, the soil type, and the depth of the foundation relative to the ground water level. The system shall be subject to approval by the Owner. Where applicable, due to groundwater and soil substrate, dewatering system shall lower piezometer water level to 2 feet below the subgrade to prevent disturbing of bearing soils or a “quick” condition.

C. Operation of the dewatering system shall be continued until the sides of the structure are carried above the natural ground level and the maximum weight of water displaced by the structure is less than 90 percent of the uplift resisting capacity consisting of dead weight of the structure and backfill. The Contractor shall submit uplift calculations for approval prior to discontinuing dewatering.

D. Provide a standby system for emergency operation in case of failure of the primary power source or mechanical failure of the system.

END OF SECTION

SECTION 02410

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS FILL REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Regulatory requirements.

B. Definition.

C. Use as fill.

D. Exceptions.

E. Contractor's responsibilities.

F. Submittals.

1.2 REGULATORY REQUIREMENTS

A. The Illinois Environmental Protection Agency (IEPA) Bureau of Land regulates fill pits to protect groundwater and ensure that they remain uncontaminated when filled with soil and construction debris. This action is mandated under Public Act 96-1416.

B. This specification was developed to guide the Contractor in complying with the requirements of IEPA. The Contractor is fully responsible for adhering to legal and regulatory requirements whether or not they are listed in this specification.

1.3 DEFINITION

A. Clean construction or demolition debris (CCDD) is uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, or reclaimed asphalt pavement generated from construction or demolition activities.

B. When uncontaminated soil is mixed with any of these materials, the uncontaminated soil is also considered CCDD.

C. Uncontaminated soil that is not mixed with other CCDD materials is not CCDD.

D. For the purposes of CCDD classification, industrial/commercial property includes any real property that does not meet the definition of residential property, conservation property, or agricultural property and includes public roadway right-of-ways.

1.4 USE AS FILL

A. Filling quarries, mines, and other excavations with CCDD requires a permit from the Illinois EPA's Bureau of Land. Per the IEPA "Other excavations" do not include holes, trenches, or similar earth removal created as part of normal construction, removal, or maintenance of a structure, utility, or transportation infrastructure.

B. A list of existing CCDD fill locations is attached to this specification section. This list may not be current at the time bids are due or that CCDD is to be removed from the Site.

1.5 EXCEPTIONS

A. In lieu of following the requirements specified herein for the use of CCDD as fill, the Contractor may elect to dispose of construction debris as a waste.

B. If the Contractor chooses to dispose of construction debris as a waste, they must abide by all applicable State and local regulations governing waste disposal and submit City of Bloomington Construction Debris Manifest.

1.6 CONTRACTOR'S RESPONSIBILITIES

A. All fees associated with using CCDD as fill, including fees imposed by the Illinois EPA, are the responsibility of the Contractor and should be included in the Contract Price.

B. It is the Contractors responsibility to check that the attached list is current prior to removing CCDD from the Site. CCDD used as fill must be at a location approved by the Illinois EPA.

C. Since the public roadway is considered a commercial/industrial source, if using CCDD from the Site as fill, the Contractor must retain and compensate a third-party licensed professional engineer to certify that the CCDD is uncontaminated. Neither the Owner nor the Engineer will sign the required certification forms.

D. The third-party engineer should reference the numerical standards listed in 35 Ill. Adm. Code 742, Tiered Approach to Corrective Action Objectives (TACO) for making the determination whether the CCDD meets the requirements of uncontaminated soil.

1.7 SUBMITTALS

A. Section 01340 – Shop Drawings, Product Data and Samples

B. Design Data:
   1. Name and location of CCDD fill operation.

2. Name, location, and contact information for Licensed Professional Engineer retained to certify that the soil is uncontaminated.
3. Copies of any chemical analysis reports and engineering reports prepared to certify that the soil is uncontaminated.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Name	Site Number	Site Address	City	Zip	Phone	Contact
Universal Aggregate Quarry	118095008	1600 N. 3540th E. St.	Ladd	61329	815-223-3000	Tomaseski, Randal
City of Princeton CCDD Facility	118193005	1600N Rd., R.R.6	Princeton	61356	815-875-2631	Wright, Steve
Brookville Quarry CCDD	158200001	US Rt 52/ IL Rt 64	Brookville	61064	815-626-5192	Arnold, Robert
Fitzmar Landfill Inc	310450011	28th St and East End Ave	Chicago Heights	60411		Orr, Kathleen
Lambrecht Property-CCDD	311055032	Glenwood Dyer Rd & Frontage Rd	Glenwood	60425	815-726-7722	Klingberg, Daniel
Village of Lynwood CCDD Fill	311685020	21460 E Lincoln Hwy	Lynwood	60411	708-758-6101	Myers, Robert
Reliable Lyons CCDD	311715020	4226 S Lawndale Ave	Lyons	60534		Haworth, William
Hanson Material Service Yd 585	311745012	9101 W 47th St	McCook	60525	708-485-8211	Hall, Bret
Vulcan Construction Materials LP McCook Quarry	311745029	5500 E Joliet Rd	McCook	60525	708-485-6602	Van Kovering, Kelly
Richton Park-CCDD	311800001	22100 Central Rd	Richton Park	60471	708-449-1250	Butler, James
Thornton CCDD	313095034	Derby Road and Ridge Road	Thornton	60476	630-497-8700	Vondra, Michael
Thornton CCDD	313095034	Derby Road and Ridge Road	Thornton	60476	630-497-8700	Vondra, Michael
Gifford East-CCDD	314125046	1395 Gifford Rd	Elgin	60120		Haworth, William
Rio Vista	316550001	700 E. 138th St.	Chicago	60827	847-825-5000	Cowhey, Mary Margaret
Ridge Road CCDD	318223004	301 Ridge Rd	Thornton	60476	630-497-8700	Mrugacz, Jacob
Little, Willis-CCDD	418055004	CR 2100 E	Murdock	61941	217-832-9511	Little, Myron
Prairie Material Sales Yd 92	890255034	1151 Penney Rd	East Dundee	60118	847-844-8257	Plummer, David
Prairie Material Sales Yd 91	890305044	1 South 396 Lorang Rd	Elburn	60119	630-557-2396	Plummer, David
Lorang Road CCDD	890305068	2S785 Lorang Road	Elburn	60119	630-497-8700	Vondra, Michael
Central Blacktop Co Inc	890805023	Bowes Road	South Elgin	60177		Vondra, Michael
Fox River Stone Co	890805051	1300 South Route 31	South Elgin	60177	847-742-6060	Wallace, Sarah
Raymond Street-CCDD	890805066	1400 Route 25	South Elgin	60177	630-497-8700	Haworth, William
Heartland Recycling Aurora CCDD Facility	894075963	213 Mettel Rd	Aurora	60505		Volini, Joseph
Middle St CCDD	894125006	1155 W Middle St	South Elgin	60177	630-497-8700	Haworth, William
47 Acres/Southwind Business Park	894125007	2250 Southwind Blvd	Bartlett	60103	630-497-8700	Haworth, William
Beverly Materials CCDD	894250020	32W007 Route 72	East Dundee	60118	847-695-9300	Zumbrunn, David
Palumbo Management CCDD	898065017	32W638 E Main St/E of Higgins Rd	East Dundee	60118	847-844-0842	Palumbo, Joseph
Palumbo Management CCDD - South	898065023	951 E Main St	East Dundee	60118	847-428-4633	Palumbo, Joseph
Blue Heron Business Park-Bartlett	898075002	23108 W Bartlett Rd	Bartlett	60103		Haworth, William
Blue Heron Business Park-Bartlett	898075002	23108 W Bartlett Rd	Bartlett	60103		Haworth, William
Lakeview Estates CCDD	898105004	NE Harter Rd @ Lorang Rd	Kaneville	60144		Koty, John
EF Heil LLC Site 2	918000002	2405 Waldron Road	Kankakee	60901	815-436-3500	Grande, Patrick
EF Heil LLC Site 2	918000002	2405 Waldron Road	Kankakee	60901	815-436-3500	Grande, Patrick
EF Heil LLC Site 2	918000002	2405 Waldron Road	Kankakee	60901	815-436-3500	Grande, Patrick
EF Heil LLC Site 2	918000002	2405 Waldron Road	Kankakee	60901	815-436-3500	Grande, Patrick
Prairie Material Sales Yd 95	918065001	8215-C N Route 45/52	Manteno	60950	815-468-8700	Plummer, David
Vulcan Construction Materilas, LP - Lisbon Quarry	930055003	10425 Joliet Road	Lisbon	60541	630-955-8500	Clement, David
Fox Ridge Stone LLC	930155067	Route 71 & Minkler Road	Oswego	60543	630-554-9101	Hamman, Donald
Plano Clean Fill Site	930205056	3929 Needham Road	Plano	60546	630-552-7570	Thom, Curt
Fox Valley CCDD Facility	938015007	1255 East Beecher Rd	Bristol	60512	630-851-9197	Schnabel Jr., Thomas
Midwest Aggregates	970055126	28435 W Rte 173	Antioch	60002	847-395-2595	Mertes, Jim
Cannon Pit	990305107	I-80 & Rte178	LaSalle	61301	815-664-2341	Hoxsey, Bruce
Sheridan Sand & Gravel-Wiensland	991105008	105 S Wiensland	Sheridan	60551	815-496-2826	Vardijan, Branko
Hedrick Property CCDD Site	994905104	800 W Second St	Streator	61364	815-257-0649	Koty, John
Hedrick Property CCDD Site	994905104	800 W Second St	Streator	61364	815-257-0649	Koty, John
Sheridan Sand & Gravel-N 4201 Rd	998215024	2679 N 4201 Rd	Sheridan	60551	815-496-2421	Vardijan, Branko
Starved Rock Clay Products	998335019	2642 N Rte 178	Oglesby	61348	815-224-2630	Boehm, Jack
Twoomey Pit CCDD	1078120003	2000th Ave & 2050th St	Lawndale	61751		Reichle, Joe
Lake in the Hills CCDD	1110405067	Pingree Rd/VirginiaRd	Lake in the Hills	60156	630-497-8700	Vondra, Michael
Petersen Sand & Gravel CCDD	1110600018	914 W Rte 120	Lakemoor	60050	847-395-3313	Thelen, Steve
Prairie Material Sales Yd 90	1110655054	8293 S Route 23	Marengo	60152	815-568-5554	Plummer, David
Prairie Material Sales Yd 90	1110655054	8293 S Route 23	Marengo	60152	815-568-5554	Plummer, David
Prairie Material Sales Yd 90	1110655054	8293 S Route 23	Marengo	60152	815-568-5554	Plummer, David
Thelen Sand & Gravel	1114200001	28955 E IL Rt 173	Antioch	60002	847-395-3313	Steve, Thelen
Curran Materials Virginia Road CCDD	1118015018	Virginia Road at Rakow Road	Crystal Lake	60014	815-455-5100	Curran, Dan
Reliable Sand and Gravel Co Inc	1118115015	2121 S River Road	McHenry	60051	815-385-5020	Roberts, Don
Rowe Construction Co-Downs	1138120003	700 North & 2000 East	Downs	61736	309-830-5060	Luker, Phil
Downs CCDD Facility	1138123002	West of Co Rd 200 E; South of Co Rd 750N	Downs	61736		Bottens, Joseph Shane
McAdam & Associates CCDD	1610656079	240 34th Ave	Rock Island	61201	309-786-6027	McAdam, David
Buckhart Sand & Gravel Co Inc	1670755002	10499 Buckhart Rd	Rochester	62563	217-525-1752	Ealey, Charles
Farmdale Pit	1798065010	22493 Farmdale Rd	East Peoria	61611	309-699-0961	Moore, Steve
Anna Quarries Inc	1810050003	1000 Quarry Road	Anna	62906	618-833-5121	Pyatt, William
Galt Road CCDD Facility	1958095004	13237 Galt Road	Sterling	61081	815-626-5192	Arnold, Robert
Quality Ready Mix Concrete Co	1958105001	13134 Galt Rd	Sterling	61081	815-772-7181	Holesinger, Randy
Chicago Street CCDD, LLC	1970455178	1127 S Chicago St	Joliet	60436	815-723-3000	Sandeno, Kenneth
E F Heil LLC Site 1	1970805144	12152 S Npville/Plainfield Rd	Plainfield	60585	815-436-7465	Heil, Edward
Hanson Material Service Yd 588	1970900001	Route 53	Romeoville	60446	815-838-6200	Hall, Bret
Orange Crush LLC-Romeoville	1970905104	1001 Independence Ave	Romeoville	60446	708-544-9440	Ron, Bobkowski
Land & Lakes Clean Fill Site	1970905141	1371 N Joliet Rd	Romeoville	60446	847-825-5000	Cowhey Jr, James
Land & Lakes Clean Fill Site	1970905141	1371 N Joliet Rd	Romeoville	60446	847-825-5000	Cowhey Jr, James
Richards St CCDD	1974450034	800 S Richards St	Joliet	60432	815-726-6284	Hess Jr, Phil
Elmhurst Chicago Stone Co-Barbers Corners	1978030002	351 Royce Road	Bolingbrook	60490	630-832-4000	Peter, Stamatopoulos
DeBe Land Dev Inc Quarry	1978095150	1450 South Brandon Road	Joliet	60436-8532	708-460-1725	Koty, John
FJV Development	1978175017	3210 Mound Rd	Joliet	60436	773-847-1900	Koty, John
Vulcan-Bolingbrook Quarry A&B	1978200006	22933 West Hassert Boulevard	Plainfield	60585	630-955-8547	Van Kovering, Kelly
North Shore-CCDD	2010175083	9034 N Second St	Machesney Park	61115	815-654-4700	Kutz, Troy
Pierpont Quarry	2010306479	So Pierpont Ave	Rockford	61102	815-654-4700	Kutz, Troy
Cooling CCDD Site	2010306480	5815 Kilburn Ave	Rockford	61101	815-654-4700	Kutz, Troy
Sandy Hollow Quarry	2010306481	3801 Sandy Hollow Rd	Rockford	61109	815-654-4700	Kutz, Troy
Shock Rock Dump Site	2010306536	3898 Blackhawk Road	Rockford	61109	815-978-5751	Boes, Timothy

Northern IL Svc Auburn CCDD	2010306610	1901 Harrison Rd	Rockford	61101	815-874-4422	Klinger, Wayne
Auburn CCDD Facility	2010306685	7301 Auburn St	Rockford	61104		Cassaro, Gregory
Northern Illinois Svc Co	2010405051	4950 Rockton Rd	Roscoe	61073	815-874-4422	Klinger, Wayne
Stenstrom Sand & Gravel CCDD	2010405066	5200 Rhodes St	Roscoe	61104	815-398-3478	Sockness, Dave
South Beloit CCDD	2010455010	4633 Prairiei Hill Road	South Beloit	61080	630-497-8700	Mrugacz, Jacob
Speedway Quarry	2010506331	9572 Forest Hills Road	Loves Park	61111	815-633-1500	Sockness, Dave
Roscoe Rock & Sand CCDD	2018105003	5029 McCurry Road	Roscoe	61073	815-389-1858	Bauch, Margaret

SECTION 02485

LAWNS AND GRASSES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Fine grading of topsoil.

B. Seeding.

C. Care of grass during establishment period.

1.2 QUALITY ASSURANCE

A. Source Quality Control

1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.

2. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Owner, together with proposal for use of equivalent material.

B. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

1.3 SUBMITTALS

A. Certification: Submit certificates of inspection as required by governmental authorities. Submit manufacturer's or vendors certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.

1. Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity, germination, and weed seed for each grass seed species.

1.4 DELIVERY, STORAGE AND HANDLING

A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

1.5 JOB CONDITIONS

A. All items in this Section 02485 including; erosion control, preparation, mulching, fertilizer, seeding and watering costs are considered incidental to the Work.

B. Proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.

PART 2 PRODUCTS

2.1 LIME

A. Lime shall be agricultural grade dolomitic limestone, ground sufficiently fine so that at least 80 percent will pass through a No. 8 sieve, and it shall contain not less than 80 percent calcium carbonate equivalent. Moisture content at time of delivery shall not exceed 8 percent.

2.2 FERTILIZER

A. Fertilizer shall be a composition recommended by a local County Agricultural Agent or State Agricultural Extension Service or a preformulated 10-6-4 mixture.

2.3 EROSION CONTROL FABRIC

A. Erosion control fabric shall consist of a knitted mesh of polypropylene yarn interwoven with uniform strips of paper designed to degrade over selected periods of time recommended by the manufacturer for the specific installation and approved by the Engineer. Both the yarn and paper shall be biodegradable. Fabric shall weigh approximately 0.2 pounds per square yard. Staples to hold fabric in place shall be 6 inches long of 11 gage wire.

2.4 JUTE MATTING EROSION CONTROL

A. Jute matting for erosion control shall be of plain, uniform, open- weave, new and unbleached single jute yarn. The matting shall have approximately 1-inch square openings between strands and shall weigh approximately 1-pound per square yard.

2.5 HYDRAULIC MULCH

A. Hydraulic mulch shall comply with Article 1081.06 of the IDOT "Standard Specifications", current edition

2.6 WATER

A. Water shall be free from oil, acid, alkali, salts, and other harmful substances. Potable water from the plant, bulk load-out, or metered water from a fire hydrant shall be used. Contractor shall pay provider for all water used.

2.7 SEED

A. Seed shall be new crop seed furnished in standard sealed containers bearing seed tags showing purity, germination and weed seed content. The seed shall be reasonably free of wild onion, Canadian thistle, Johnson grass, crab grass and seeds of other noxious weeds. Weed content shall not exceed 1 percent.

B. Seed which has become wet, moldy or otherwise damaged in transit or storage, shall not be used. Seed mixtures shall be composed by weight and meet the minimum requirements as specified below.

Seed Type	Purity	Germination
Kentucky Blue Grass	80%	70%
Red Top	90%	90%
Red Fescue	95%	90%
Alta Fescue	98%	80%
Annual Ryegrass	92%	85%
Perennial Ryegrass	92%	80%

C. On slopes steeper than four horizontal to one vertical, including offsite borrow areas, use a mixture of 20% Red Top, 20% Red Fescue, 45% Kentucky Blue Grass, and 15% Annual Ryegrass sown at a rate of 3 pounds per 1000 square feet.

D. In level areas, use a mixture of 60% Kentucky Blue Grass, 15% Red Fescue, 10% Red Top, and 15% Annual Ryegrass sown at a rate of 3 pounds per 1000 square feet.

PART 3 EXECUTION

3.1 REGRADING OF TOPSOIL

A. Topsoil shall be graded reasonably smooth and level after final settlement. All humps shall be removed and depressions or eroded areas filled in with additional topsoil before proceeding with seeding.

3.2 PREPARATION FOR SEEDING

A. Preparation shall not be started until all other site and utility work and finished grading within the areas to be seeded have been completed.

B. Loosen topsoil by tilling it to a depth of at least 3 inches and smooth out all surface irregularities resulting therefrom. Leave area free of rocks or hard soil clods which will not pass through the tines of a standard garden rake.

C. At least 7 days before applying fertilizer, spread lime uniformly in sufficient quantity to produce in the soil a pH of 6.5. Work lime thoroughly into topsoil to a depth of 3-inches.

D. Apply fertilizer uniformly at a rate of 20 pounds per 1000 square feet. Work fertilizer into soil prior to seeding.

3.3 SEEDING

A. Seed all areas disturbed by construction operations.

B. Unless otherwise approved by the Engineer, seed shall be sown between August 15 and September 30, or in spring from April 1 until May 31.

C. Apply seed during favorable climatic conditions. Do not seed in windy weather or when soil is very wet. Sow seed at the rate specified for each seed mixture. Sow seed either mechanically or by broadcasting in two directions at right angles to each other to achieve an even distribution of seed.

D. After seeding, rake seed lightly into ground and roll with a roller weighing between 100 and 200 pounds per foot of roller width.

E. Seeding shall be concurrent with hydraulic mulch as specified in the “STD. SPECS.” Section 251.03, Method 3.

3.4 EROSION CONTROL MATTING OR FABRIC

A. Immediately after rolling seeded areas, place erosion control fabric or jute matting on slopes steeper than 3 horizontal to 1 vertical. Unless otherwise indicated, also place erosion control material at sides and bottoms of ditches, swales, and all areas within 10 feet of catch basins in seeded areas.

B. Apply erosion control in accordance with Article 280 of the "STD. SPECS.".

3.5 MULCHING SEEDED AREAS

A. Immediately after rolling seeded areas, apply hydraulic mulch in accordance with Article 251 of the "STD. SPECS.".

3.6 WATERING

A. Immediately after placing erosion control or mulch, water seeded areas thoroughly with a fine mist spray. Keep soil thoroughly moist until seeds have sprouted and achieved a growth of 1 inch.

3.7 PROTECTION OF WORK

A. Protect newly seeded areas from all traffic by erecting temporary fences and signs. Protect slopes from erosion. Properly and promptly repair all damaged work when required.

3.8 APPLICATION OF FERTILIZER

A. Six weeks after completion of seeding apply granular fertilizer over all areas at the rate of two pounds of nitrogen nutrients per 1000 square feet of area.

3.9 CLEAN-UP

A. At the time of final inspection of work, but before final acceptance, remove from seeded areas all debris, rubbish, excess materials, tools, and equipment.

3.10 GUARANTEE

A. In addition to the guaranties specified in Section 00700, General Conditions, comply with the following requirements:

B. All seeding shall be guaranteed by the General Contractor to be true to name and in a vigorous growing condition through one growing cycle including one summer and one winter season.

C. Maintenance for lawns shall begin immediately after seeding or laying sod. Provide watering, mowing and replanting and continue as necessary until a close healthy stand of specified grasses and sod is fully established.

3.11 LAWN REPLACEMENT

A. Lawns not showing a close uniform stand of healthy specified grasses at the end of the guaranty period shall be replaced and maintained until acceptance. Scattered bare spots, none of which is larger than one square foot, will be allowed up to a maximum of 3% of the total area.

3.12 INSTALLATION

A. All planting and surface restoration activities shall occur within 30 days of installation of pipe and occur between March 1 and November 1.

END OF SECTION

SECTION 02510

ROADWAY IMPROVEMENT

PART 1 GENERAL

A. The work shall be performed in accordance with the "Standard Specifications for Road and Bridge Construction" as prepared by the Department of Transportation of the State of Illinois and adopted on January 1, 2016 (hereafter referred to as the "STD. SPECS."), the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2017, and the following Special Provisions (SECTION 02510) which supplement the Standard Specifications and the Supplemental Specifications and Recurring Special Provisions. In case of conflict with any part or parts of said Specifications, the said Provisions (SECTION 02510) shall take precedence and shall govern.

B. "STD. SPECS." sections of particular relevance to the work are listed below:

SECTION 200. EARTHWORK, LANDSCAPING, EROSION CONTROL
- 202. Earth and Rock Excavation

SECTION 300. SUBGRADES, SUBBASES AND BASE COURSES
- 301. Subgrade Preparation
- 311. Granular Subbase
- 351. Aggregate Base Course
- 353. Portland Cement Concrete Base Course

SECTION 400. SURFACE COURSES, PAVEMENTS, REHABILITATION AND SHOULDERS
- 402. Aggregate Surface Course
- 406. Hot-Mix Asphalt Binder and Surface Course
- 407. Hot-Mix Asphalt Pavement (Full-Depth)
- 420. Portland Cement Concrete Pavement
- 423. Portland Cement Concrete Driveway Pavement
- 424. Portland Cement Concrete Sidewalk
- 440. Removal of Existing Pavement and Appurtenances

SECTION 500. STRUCTURES
- 550. Storm Sewers
- 593. Controlled Low Strength Material, Backfill

SECTION 600. INCIDENTIAL CONSTRUCTION
- 606. Concrete Gutter, Curb, Median and Paved Ditch

SECTION 700. WORK ZONE TRAFFIC CONTROL AND PROTECTION, SIGNING, AND PAVEMENT MARKING

PART 2 PRODUCTS

2.1 ROADWAY EXCAVATION

A. All roadway excavation and fill shall comply with "STD. SPECS." Section 202.

2.2 AGGREGATES

A. Fine and coarse aggregates shall conform to the applicable provisions of "STD. SPECS." Sections 1003 and 1004.

2.3 HOT-MIX ASPHALT AND BITUMINOUS MATERIAL

A. Hot-mix asphalt and bituminous materials shall meet the requirements of Section 406.

B. The hot-mix asphalt material shall conform to Section 1030 of the "STD. SPECS."

C. The bituminous material shall conform to Section 1032 of the "STD. SPECS."

2.4 SUBGRADE

A. Preparation of the subgrade for paving shall comply with applicable portions of Section 301 of the "STD. SPECS."

2.5 CONCRETE

A. The concrete materials shall meet the requirements of Division 1000 Articles/Sections as indicated in Section 420.

2.6 EXISTING PAVEMENTS REPAIR AND/OR REPLACEMENT

A. Conform to all applicable provisions of the governing authority responsible for the pavement.

2.7 TEMPORARY HOT-MIX ASPHALT PAVEMENT

A. Temporary hot-mix asphalt pavement shall have a 2-inch minimum compacted thickness and shall comply with applicable portions of Section 406 and 408 of the “STD. SPECS.”

2.8 REMOVAL OF EXISTING SIGNS

A. All existing signs located on public right-of-way which interfere with the work shall be removed by the City of Bloomington. The City will remove and replace any sign

installation, at no cost to the Contractor providing the Contractor provides the City with not less two (2) working days notice. Any Contractor removing any sign will be billed for the replacement costs associated with re-installation of the sign and may be charged with violation of Illinois Vehicle Code 11-311.

2.9 SIDEWALK REPLACEMENT

A. Sidewalks shall be constructed as shown on the Drawings and in accordance with Section 424 of the “STD. SPECS.”.

B. Sidewalk accessibility ramps shall be constructed in accordance with Section 424.08 of the “STD. SPECS.”

C. Thickness of sidewalks within two (2) feet adjacent to driveways shall be thickened to six (6) inches through residential driveways and eight (8) inches through commercial driveways.

PART 3 EXECUTION

3.1 ROADWAY CONSTRUCTION EQUIPMENT

A. Utilize roadway construction equipment conforming to the requirements of "STD. SPECS." Section 1100.

3.2 EXISTING PAVEMENT REPAIRS AND/OR REPLACEMENT

A. All repairs and/or replacement of existing pavement shall comply with these Specifications and with the applicable provisions of the pavement Owner.

B. Where existing pavement is damaged as a result of the construction activities on this Contract, the pavement shall be repaired as directed by the pavement Owner or shall be removed and replaced, all at no additional cost to the Owner.

C. Pavement replacement shall match the existing pavement structure of which is being removed. For parking areas and commercial driveways, the minimum requirement is 8” of Portland Cement Concrete Pavement. For residential driveways, the minimum requirement is 6” of Portland Cement Concrete Pavement. Full depth hot-mix asphalt pavement may be used for parking areas and driveways as approved by the Engineer. Full depth hot-mix asphalt thickness shall match minimum thickness requirements of Portland Cement Concrete Pavement.

D. All excavations underneath paved surfaces or within 2 feet of paved surfaces shall be backfilled utilizing Backfill Method 4 or CLSM.

3.3 MAINTENANCE OF TRAFFIC

A. The Contractor shall provide traffic controls and protection in accordance with the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Contractor shall conform to the applicable Illinois Department of Transportation Standards work in or near the roadway or shoulder. The Contractor shall familiarize himself with these standards, and apply them to the work area as necessary and as directed by the Owner.

B. Traffic control and protection shall be provided as called for in these Special Provisions applicable highway standards, applicable sections of the Standard Specifications and as directed by the Engineer.

C. The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

D. Traffic control devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrowboards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

E. The initial erection of a traffic control installation shall not include devices that are bent, scratched, faded, worn, dirty or otherwise present a shabby appearance. The Contractor is required to conduct routine inspections of the worksite at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn, or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirement of the MUTCD, and the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

F. The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall remove, cover or turn from the view of the motorists all traffic control devices, which are inconsistent with lane assignment patterns during the transition from one construction stage to another.

G. **The Contractor shall coordinate all traffic control work on this project with the City of Bloomington**. **The Contractor shall submit a City of Bloomington Traffic Control Authorization Request to the City Engineer and the City of Bloomington Water Department for all lane and road closures a minimum of 48 hours in advance of closures.**

H. The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24 hours a day, including Sundays and holidays.

I. Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorist during non-working hours.

J. Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. The Contractor shall maintain, furnish and replace at his own expense, any traffic sign or post, which has been damaged or lost by the Contractor or a third party.

K. Whenever any vehicle, equipment, workers or their activities infringe on the shoulder or within 15 feet of the traveled way and the traveled way remains unobstructed, Contractor shall conform to the applicable IDOT Traffic Control Standard. "Shoulder Work Ahead" sign (W21-5(0)-48) shall be used in lieu of the "Men Working" sign (W21-1 or W-21-1a).

L. Any drop off greater than three but less than six inches within eight feet of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at 100 foot center to center spacing. If the drop off within eight feet of the pavement edge exceeds six inches, the barricade mentioned above shall be placed at 50 foot, center to center, spacing. Barricades that must be placed in excavated areas shall have leg extensions installed such that the top of the barricade is in compliance with the height requirements of the applicable IDOT Standard.

M. All Type I, Type II and Type III barricades and vertical panels shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

N. Vertical panels, drums or other delineating devices may be substituted by Type I or II barricades with the approval of the Owner.

O. Vertical panels shall have a minimum reflective area of 192 square inches when used along a road with a posted speed limit of 40 mph or less. When the posted speed limit is greater than 40 mph, the vertical panels shall have a minimum reflective area of 288 square inches.

P. Placement of all signs and barricades shall proceed in the direction of flow of traffic. Removal of all signs and barricades shall start at the end of the construction areas and proceed toward oncoming traffic unless otherwise directed by the Owner.

Q. The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch men, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the

Department concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours form the time or notification.

R. When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner, which will not be hazardous to, or interfere with, traffic and shall not park or stop, except within designated work areas. Personal vehicles shall not part within the right-of-way except in specific areas designated by the Owner.

S. The Contractor may only close roads as detailed in Section 01500, 1.10 Traffic Control Regulation, Q. Road Closures. The Contractor shall maintain entrances, side roads, and pedestrian pathways along the proposed improvement. Interference with traffic and pedestrian movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

T. The Contractor is to plan his work so that all barricades will be removed from the pavement during non-work hours.

U. The Contractor's equipment shall not be allowed on the pavement open to traffic. The Contractor shall not park any equipment or vehicles unnecessarily on the shoulder. Whenever work is in progress adjacent to the traveled way, the Contractor shall provide necessary traffic signs to warn the public and protect the work as required herein or as provided in the Standards. The Contractor shall remove all equipment from the shoulders after work hours during the week and on weekends.

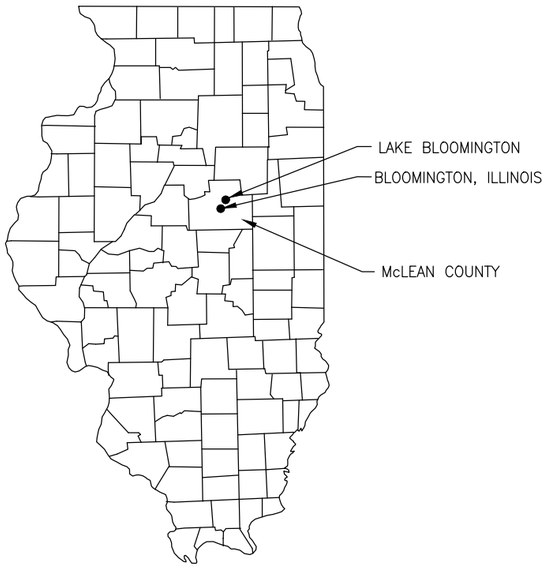
V. The Contractor shall secure all required permits, provide all bonds, and meet all insurance requirements of the City of Bloomington, where applicable. Bonds may also be required by various utility companies and drainage districts.

W. The cost of securing the bonds, permits and insurance is the sole responsibility of the Contractor. No additional compensation will be paid by the Owner for this requirement.

END OF SECTION

CITY OF BLOOMINGTON, ILLINOIS
LAKE BLOOMINGTON
WATER MAIN REPLACEMENT

JANUARY 2018



GENERAL LOCATION MAP

INDEX OF DRAWINGS

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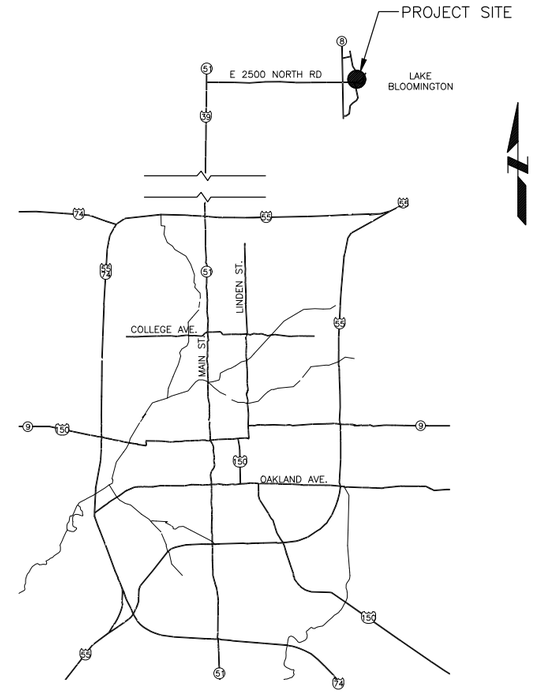
1	COVER
2	GENERAL NOTES AND OVERALL SITE MAP
3	HEPATICA LANE AND WHITE OWL LANE PLAN AND PROFILE
4	WHITE OWL LANE PLAN AND PROFILE
5	WHITE OWL LANE PLAN AND PROFILE
6	NIGHTHAWK ROAD PLAN AND PROFILE
7	NIGHTHAWK ROAD PLAN AND PROFILE
8	NIGHTHAWK ROAD PLAN AND PROFILE
9	NIGHTHAWK ROAD PLAN AND PROFILE
10	COLUMBINE LANE PLAN AND PROFILE
11	WOOD THRUSH CIRCLE PLAN AND PROFILE
12	WATER MAIN ABANDONMENT PLAN
13	DETAILS
14	DETAILS
15	CITY OF BLOOMINGTON WATER MAIN DETAILS



PROJECT LOCATION MAP

ClarkDietz ENGINEERS

DESIGN FIRM REGISTRATION
No. 184-000450

125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

CHRISTOPHER S. GUTKOWSKI
62-062167
REGISTERED PROFESSIONAL ENGINEER
OF ILLINOIS

EXPIRES NOV. 30, 2019

SIGNATURE

01-19-2018
DATE

PROJECT TITLE
CITY OF BLOOMINGTON, ILLINOIS
LAKE BLOOMINGTON
WATER MAIN REPLACEMENT

DESIGNED BY: CSH
DRAWN BY: CSH
CHECKED BY: CSG
DATE CHECKED: 1/18

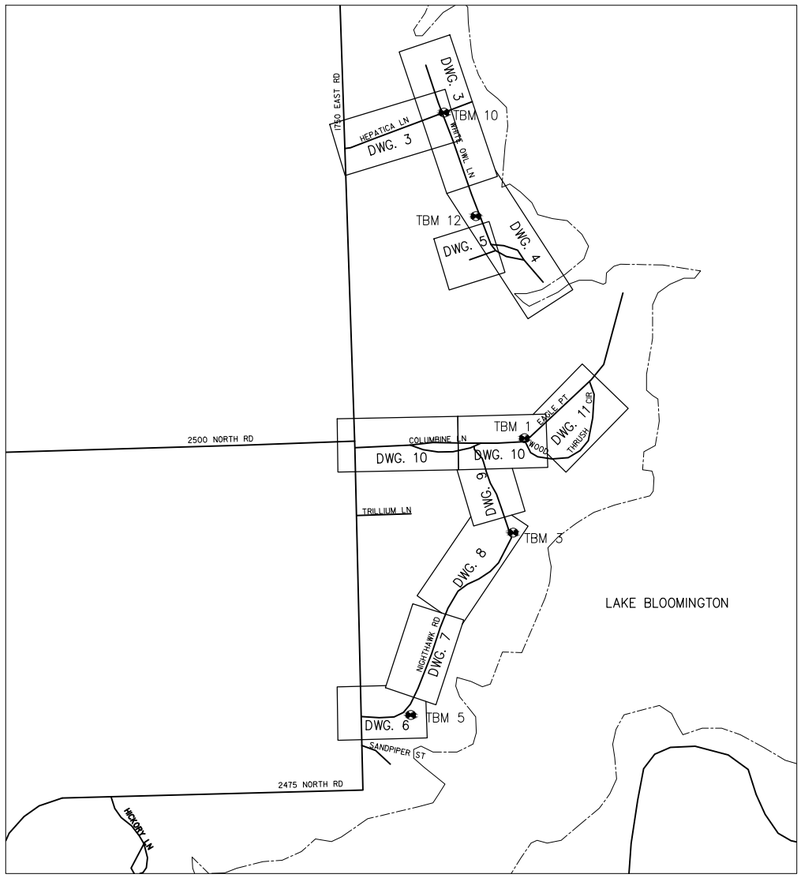
NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE REVISION

DRAWING TITLE
COVER

PROJECT No.
B0110350

DRAWING No.
1
275
DRAWING 1 OF 15 DRAWINGS



PROJECT SITE

SCALE: 1" = 250'

UTILITIES

JULIE: 1-800-892-0123

WATER: CITY OF BLOOMINGTON WATER DEPARTMENT
603 W. DIVISION ST.
BLOOMINGTON, ILLINOIS 61702
309-434-2426

GAS: NICOR GAS
1844 FERRY ROAD
NAPERVILLE, IL 60563-9600
815-221-4311

ELECTRIC: AMEREN IP
501 EAST LAFAYETTE STREET
BLOOMINGTON, IL 61701
309-823-9271

COMMUNICATIONS: GRIDLEY TELEPHONE
108 E. 3RD ST.
GRIDLEY, IL 61744
309-747-3718

FRONTIER COMMUNICATIONS
109 E. MARKET ST.
BLOOMINGTON, IL 61701
309-827-1715

BENCHMARK

TBM 1 MAG NAIL ON WOOD THRUSH CIRCLE
EL. 738.83

TBM 3 MAG NAIL ON NIGHTHAWK ROAD
EL. 738.98

TBM 5 MAG NAIL ON NIGHTHAWK ROAD
EL. 728.96

TBM 10 MAG NAIL AT HEPATICA LANE AND WHITE OWL LANE
EL. 738.77

TBM 12 MAG NAIL ON WHITE OWL LANE
EL. 737.35

LEGEND

- MANHOLE
- POWER POLE
- POWER POLE W/ LIGHT
- TRAFFIC SIGN
- STREET SIGN
- GUY WIRE
- WATER SERVICE BOX
- WATER VALVE
- CATCH BASIN
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- HANDHOLE
- ELECTRICAL PEDESTAL
- CONIFEROUS TREE
- DECIDUOUS TREE
- TREE STUMP
- MAILBOX
- BUSH LINE
- BUSH
- POST
- BENCH MARK
- WATER MAIN
- NEW WATER MAIN
- G — GAS MAIN
- UGE — ELECTRIC
- UGT — TELEPHONE
- STREET CENTERLINE
- FENCE
- ROW
- PROPERTY LINE
- CONCRETE PANELS
- STORM SEWER
- SANITARY SEWER
- NEW SAMPLING TAP
- NEW FIRE HYDRANT
- NEW WATER VALVE
- UTILITY WARNING SYMBOL

GENERAL NOTES

1. NOT ALL OF THE GAS, POWER, OR TELEPHONE LINES, WHETHER ABOVE OR BELOW GROUND, HAVE BEEN SHOWN ON THE DRAWINGS. THE CONTRACTOR MUST REALIZE THAT THE ACTUAL LOCATIONS OF THE UTILITIES SHOWN ON THE DRAWINGS MAY BE DIFFERENT FROM THE LOCATIONS INDICATED.
2. THE LOCATIONS OF THE EXISTING WATER AND SANITARY LINES AS SHOWN ON THE DRAWINGS HAVE BEEN DETERMINED BY EXISTING PLANS AND FIELD SURVEY AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR MUST ASSUME RESPONSIBILITY FOR ALL PIPING AND MUST REALIZE THAT THE ACTUAL LOCATIONS MAY BE DIFFERENT FROM THOSE INDICATED ON THE DRAWINGS.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN IN SERVICE ALL EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION UNLESS OTHERWISE INDICATED IN THE DRAWINGS. ANY PIPING WHICH CAN BE REMOVED DURING CONSTRUCTION WITHOUT UNDUE INTERRUPTION OF SERVICE MAY BE REMOVED AND REPLACED BY THE CONTRACTOR WITH THE PERMISSION OF THE OWNER.
4. BEFORE WORKING WITH OR AROUND EXISTING UTILITIES, THE APPLICABLE UTILITY COMPANY SHALL BE CONTACTED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL REQUIREMENTS OF THE UTILITY COMPANY WHEN WORKING AROUND THEIR UTILITY. THE COST OF THESE REQUIREMENTS SHALL BE INCIDENTAL TO THE CONTRACT AND NOT BASIS FOR ADDITIONAL COMPENSATION.
5. THE CONTRACTOR SHALL PRESERVE AND PROTECT PROPERTY MARKERS, SECTION CORNERS, SURVEY MARKS AND CITY BENCH MARKS, SUCH AS STONES, PIPES, OR OTHER MONUMENTS ENCOUNTERED. IF THE CONTRACTOR MUST RELOCATE THE PROPERTY MARKERS OR MONUMENTS, THEIR LOCATION SHALL BE REFERENCED BY A REGISTERED LAND SURVEYOR AND THE OWNER NOTIFIED BEFORE MOVING. ALL PROPERTY MARKERS AND MONUMENTS RELOCATED DURING CONSTRUCTION SHALL BE RE-ESTABLISHED BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
6. THE CONTRACTOR SHALL FAMILIARIZE THEMSELF WITH THE AREA AND NO EXTRA COMPENSATION CONCERNED WITH OVERHEAD UTILITIES WILL BE ALLOWED.
7. THE CONTRACTOR IS RESPONSIBLE FOR DUST AND MUD CONTROL.
8. ROADWAY SURFACING AND BASE MATERIALS, OR ANY OTHER PROPERTY REMOVED OR DAMAGED, SHALL BE REPLACED OR REPAIRED AS PROVIDED FOR IN THE SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS.
9. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION TRAFFIC CONTROL.
10. IT IS INTENDED THAT GRADING BE PROVIDED TO ASSURE ADEQUATE DRAINAGE AWAY FROM THE BUILDINGS AND STRUCTURES. ALL GRADING SHALL BE APPROVED BY THE OWNER.
11. THE CONTRACTOR IS SOLELY AND COMPLETELY RESPONSIBLE FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING EROSION CONTROL AND SAFETY OF ALL PERSONS AND PROPERTY; THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ALL LIABILITY, REAL, OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OR WORK ON THE PROJECT EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
12. INFORMATION ON DETAIL DRAWING TAKES PRIORITY OVER ALL GENERAL DRAWINGS AND SCHEDULES. CONFLICTS SHALL BE RESOLVED ACCORDINGLY.
13. WHEN CONNECTIONS ARE TO BE MADE TO EXISTING PIPING AND STRUCTURES, THE LOCATION AND ELEVATION OF THE EXISTING PIPING SHALL BE FIELD VERIFIED AND NOTIFICATION GIVEN TO THE OWNER IF THE EXISTING PIPING IS FOUND TO BE DIFFERENT THAN THAT SHOWN ON THE DRAWINGS.
14. THE COST OF ABIDING BY THE PROVISIONS OF PERMITS ISSUED BY VARIOUS AGENCIES, INCLUDING THE CITY OF BLOOMINGTON, SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. ALL ASSOCIATED BONDING REQUIREMENTS AND COSTS ARE INCIDENTAL TO THE CONTRACT.
15. EXISTING SANITARY AND GAS SERVICE LINES ARE NOT SHOWN. EXISTING WATER SERVICE LINES ARE SHOWN IN PLAN VIEW ONLY.
16. EXISTING TREES AND SHRUBS SHALL NOT BE TRIMMED OR REMOVED WITHOUT THE WRITTEN CONSENT OF THE OWNER.
17. CONTRACTOR TO VERIFY DEPTH PRIOR TO CONSTRUCTION. WHEN CONNECTIONS ARE TO BE MADE TO EXISTING PIPING AND FITTINGS, THE LOCATION AND ELEVATION OF THE EXISTING PIPING SHALL BE FIELD VERIFIED. CONTRACTOR SHALL PROVIDE ALL NECESSARY FITTINGS AND HARDWARE TO COMPLETE THE INSTALLATION. ADDITIONAL FITTINGS BEYOND THOSE SHOWN ON THE DRAWINGS WILL BE REQUIRED AND THE ASSOCIATED COSTS ARE INCIDENTAL TO THE CONTRACT.
18. NO ADDITIONAL PEAKS OR VALLEYS OTHER THAN THAT SHOWN ON THE PROFILE IS ALLOWED.
19. ALL CONNECTING PIPING AND VALVES FROM THE NEW MAIN TO THE EXISTING MAIN SHALL UTILIZE RESTRAINED JOINTS.
20. CONTRACTOR SHALL TAKE AN ELEVATION SHOT ON TOP OF THE PIPE EVERY 50 FEET, AND AT ALL BENDS AND RECORD ELEVATION AND STATIONING ON RECORD DRAWINGS. RECORD DRAWINGS SHALL BE MAINTAINED DAILY, AND BE AVAILABLE ON-SITE FOR OWNER'S REVIEW.
21. WATER MAIN CASING LENGTHS ARE DETERMINED BY 10' HORIZONTAL AND 18" VERTICAL SEPARATION REQUIREMENTS. IF ALIGNMENT CHANGES, THEN THE CASING LENGTH SHALL BE ADJUSTED ACCORDINGLY. UNLESS OTHERWISE SHOWN IN THE DRAWINGS, CASINGS SHALL BE INSTALLED USING OPEN CUT CONSTRUCTION.
22. ANY SIDEWALK RAMPS REMOVED DURING CONSTRUCTION SHALL BE REPLACED WITH ADA COMPLIANT RAMPS.
23. REPAIR OF ANY TRAFFIC SIGNAL LOOPS DAMAGED DURING CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
24. CONTRACTOR SHALL INSTALL NEW SERVICE LINES AT A DEPTH WHICH WILL AVOID DAMAGE TO TREES AND SHRUBS.
25. CONTRACTOR SHALL INSTALL NEW SERVICE LINES BELOW EXISTING UTILITY LINES.
26. WHEN EXISTING WATER MAIN IS TO BE ABANDONED, COORDINATE DRAINING AND ABANDONMENT OF EXISTING WATER MAIN WITH THE CITY. LEGALLY DISPOSE OF ALL REMOVED MATERIALS OFFSITE. REMOVE ABANDONED VALVE BOXES AND ABANDONED HYDRANTS.
27. ELEVATION SHOWN AT EACH FIRE HYDRANT ASSEMBLY IS FINISHED GRADE. THE BREAK AWAY FLANGE IS TO BE INSTALLED 4" TO 6" ABOVE FINISH GRADE.
28. WATER SERVICES CROSSING BENEATH OR WITHIN 18 INCHES ABOVE STORM OR SANITARY SEWERS TO BE ENCASED IN SCHEDULE 21 PVC FOR SEPARATION REQUIREMENTS.
29. WATER MAIN QUALITY PIPE FOR STORM SEWER AND SANITARY SEWER SHALL BE DUCTILE IRON PIPE CLASS 52.
30. JOINT DEFLECTION SHALL NOT EXCEED 80% OF MAXIMUM ALLOWED BY MANUFACTURER. IF MORE DEFLECTION IS NEEDED, SPREAD THE DEFLECTION OVER MULTIPLE JOINTS OR USE HIGH DEFLECTION COUPLINGS.

Clark Dietz
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No. 184-000450
125 WEST CHURCH STREET
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PHONE : 217.373.8900
FAX : 217.373.8923

PROJECT TITLE
CITY OF BLOOMINGTON, ILLINOIS
LAKE BLOOMINGTON
WATER MAIN REPLACEMENT

DESIGNED BY: CSH
DRAWN BY: CSH
CHECKED BY: CSG
DATE CHECKED: 1/18

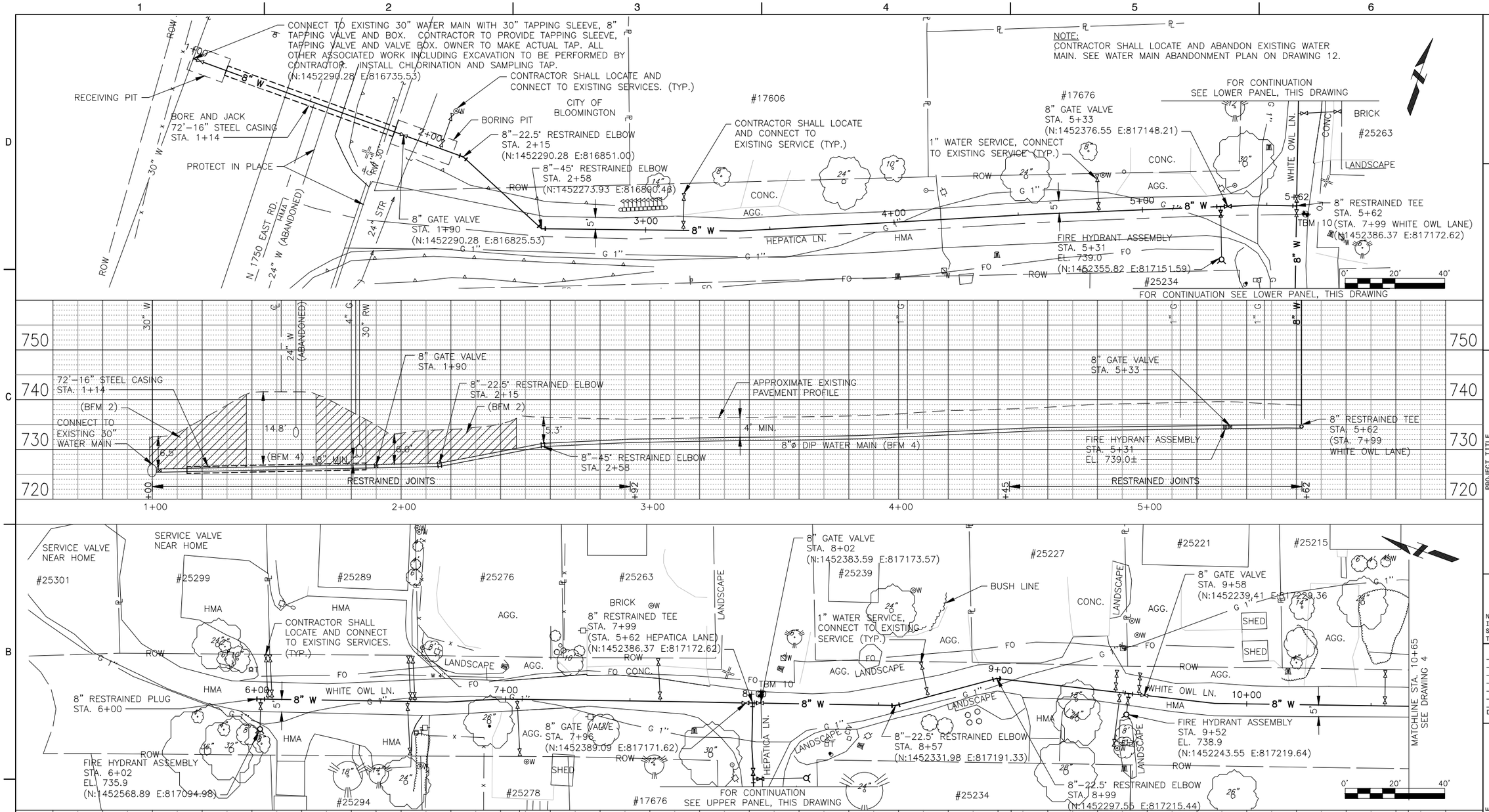
NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE REVISION

DRAWING TITLE
GENERAL NOTES AND OVERALL SITE MAP

PROJECT No.
B0110350

DRAWING No.
2



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PROJECT TITLE
CITY OF
BLOOMINGTON, ILLINOIS
LAKE BLOOMINGTON
WATER MAIN REPLACEMENT

DESIGNED BY:	CSH
DRAWN BY:	CSH
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DATE CHECKED:	1/18

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DATE REVISION

DRAWING TITLE
HEPATICA LANE AND
WHITE OWL LANE
PLAN AND PROFILE

PROJECT No.
B0110350

DRAWING No.
3

NOTE:
CONTRACTOR SHALL LOCATE AND ABANDON EXISTING WATER MAIN. SEE WATER MAIN ABANDONMENT PLAN ON DRAWING 12.

CONTRACTOR SHALL LOCATE AND CONNECT TO EXISTING SERVICE (TYP.)

#25105 #25119 #25135 #25147 #25167 #25171 #25215 #25172 #25146 #25140

CITY OF BLOOMINGTON

SPIGOT

FIRE HYDRANT ASSEMBLY
STA. 15+81
EL. 732.9
(N:1451722.90 E:817534.62)

8"X6" RESTRAINED REDUCER
STA. 15+80

8"–22.5° RESTRAINED ELBOW
STA. 15+09
(N:1451780.90 E:817483.88)

ABANDON FIRE HYDRANT BY REMOVING FIRE HYDRANT ASSEMBLY AND HYDRANT AUXILIARY VALVE BOX

8" GATE VALVE
STA. 13+52
(N:1451870.53 E:817367.25)

TBM 13

8"–45° RESTRAINED ELBOW
STA. 13+95
(N:1451830.95 E:817380.58)

8" GATE VALVE
STA. 13+92
(N:1451833.70 E:817379.65)

8" RESTRAINED TEE
STA. 13+89 (STA. 17+55)
(N: 1451836.45 E:817378.73)

1" WATER SERVICE, CONNECT TO EXISTING SERVICE (TYP.)

FIRE HYDRANT ASSEMBLY
STA. 13+50
EL. 740.0
(N:1451869.94 E:817356.13)

22'–16"ø STEEL CASING CENTERED ON STORM SEWER

MATCHLINE STA. 10+65
SEE DRAWING 3

WHITE OWL LN.

11+00 12+00 13+00 14+00 15+00

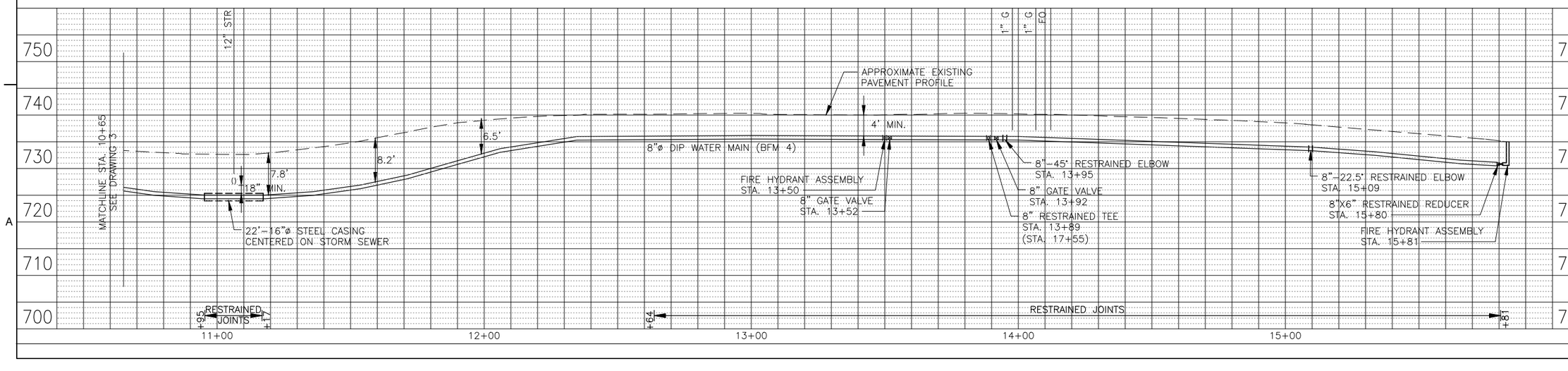
8" W

GARAGE HEDGE HMA AGG. LANDSCAPE SIDEWALK CONC. ROW FO G 1" STR

FOR CONTINUATION SEE DRAWING 5

NOTE:
CONTRACTOR SHALL LOCATE AND ABANDON EXISTING WATER MAIN. SEE WATER MAIN ABANDONMENT PLAN ON DRAWING 12.

0' 20' 40'



Clark Dietz ENGINEERS
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125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
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FAX : 217.373.8923

PROJECT TITLE
CITY OF BLOOMINGTON, ILLINOIS
LAKE BLOOMINGTON WATER MAIN REPLACEMENT

DESIGNED BY: CSH
DRAWN BY: CSH
CHECKED BY: CSG
DATE CHECKED: 1/18

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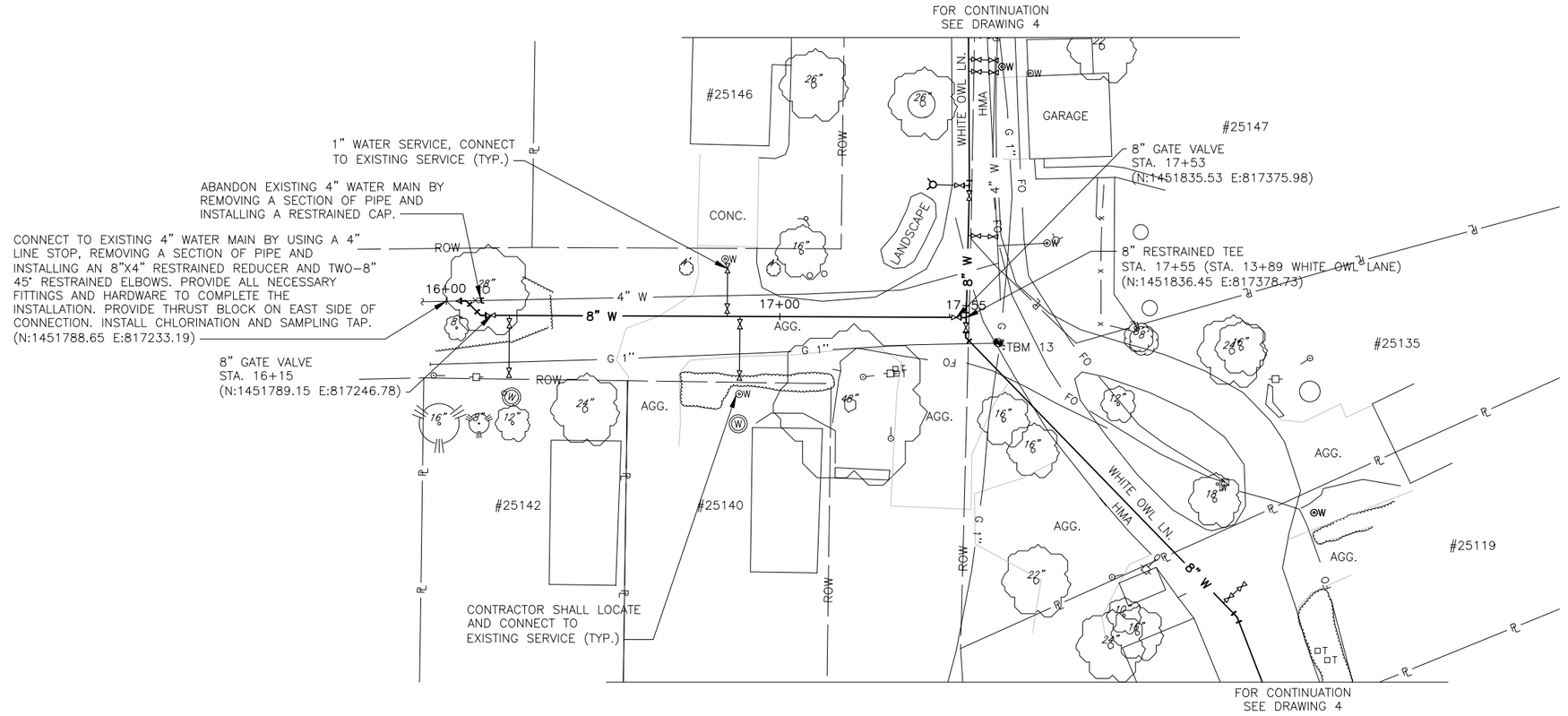
DATE REVISION

DRAWING TITLE
WHITE OWL LANE
PLAN AND PROFILE

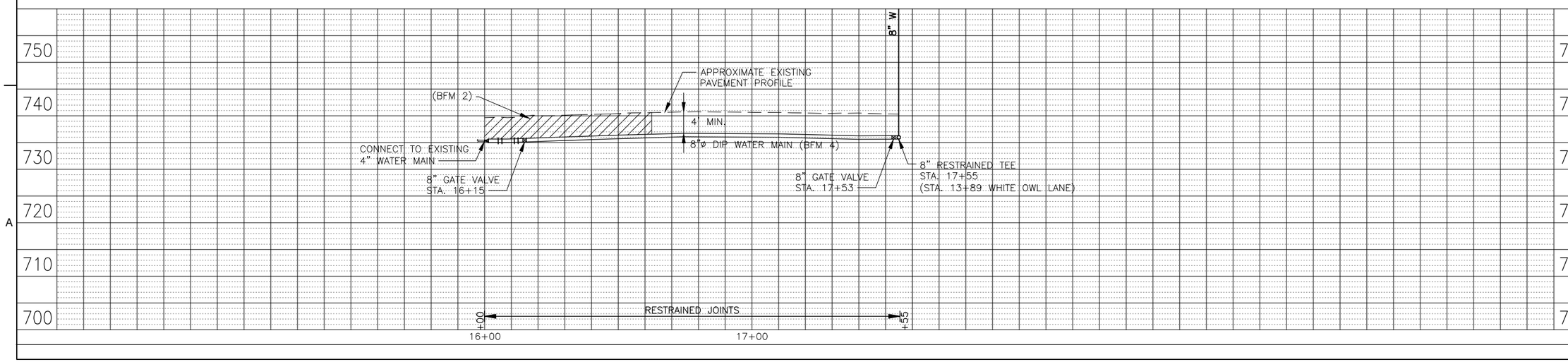
PROJECT No.
B0110350

DRAWING No.
4



NOTE:
CONTRACTOR SHALL LOCATE AND ABANDON EXISTING WATER MAIN. SEE WATER MAIN ABANDONMENT PLAN ON DRAWING 12.

0' 20' 40'



Clark Dietz
ENGINEERS

DESIGN FIRM REGISTRATION
No. 184-000450

125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

PROJECT TITLE
CITY OF
BLOOMINGTON, ILLINOIS
LAKE BLOOMINGTON
WATER MAIN REPLACEMENT

DESIGNED BY: CSH
DRAWN BY: CSH
CHECKED BY: CSG
DATE CHECKED: 1/18

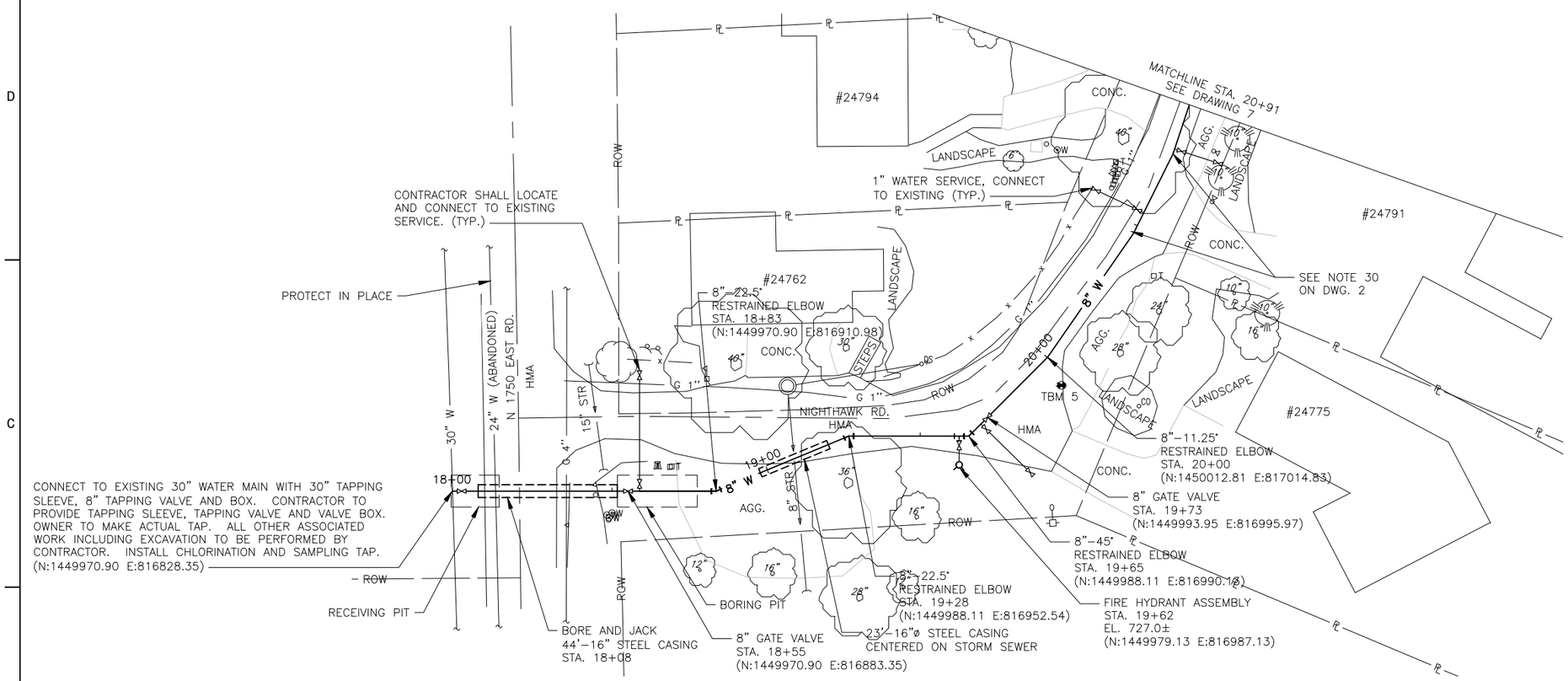
NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE REVISION

DRAWING TITLE
WHITE OWL LANE
PLAN AND PROFILE

PROJECT No.
B0110350

DRAWING No.
5



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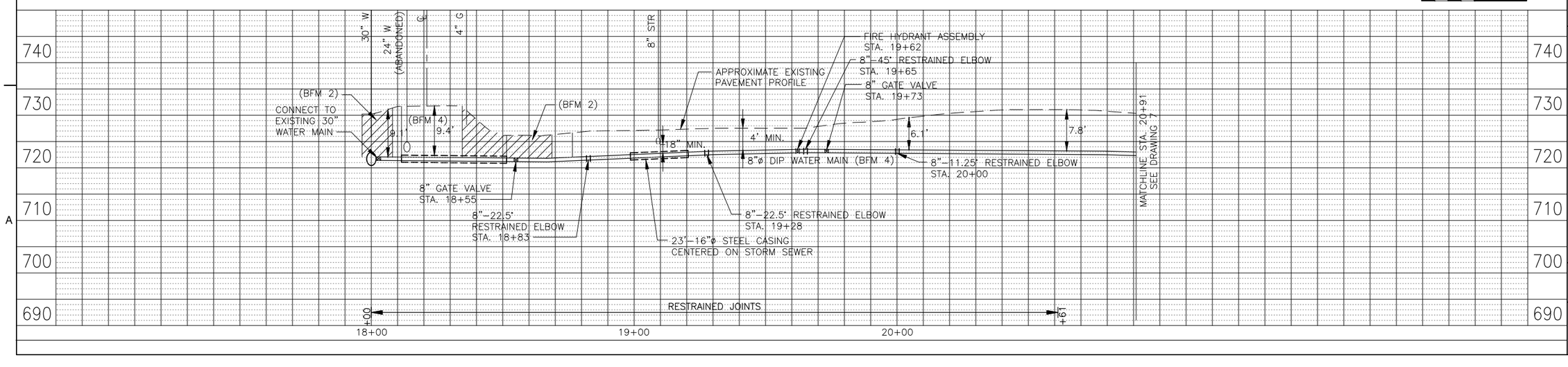

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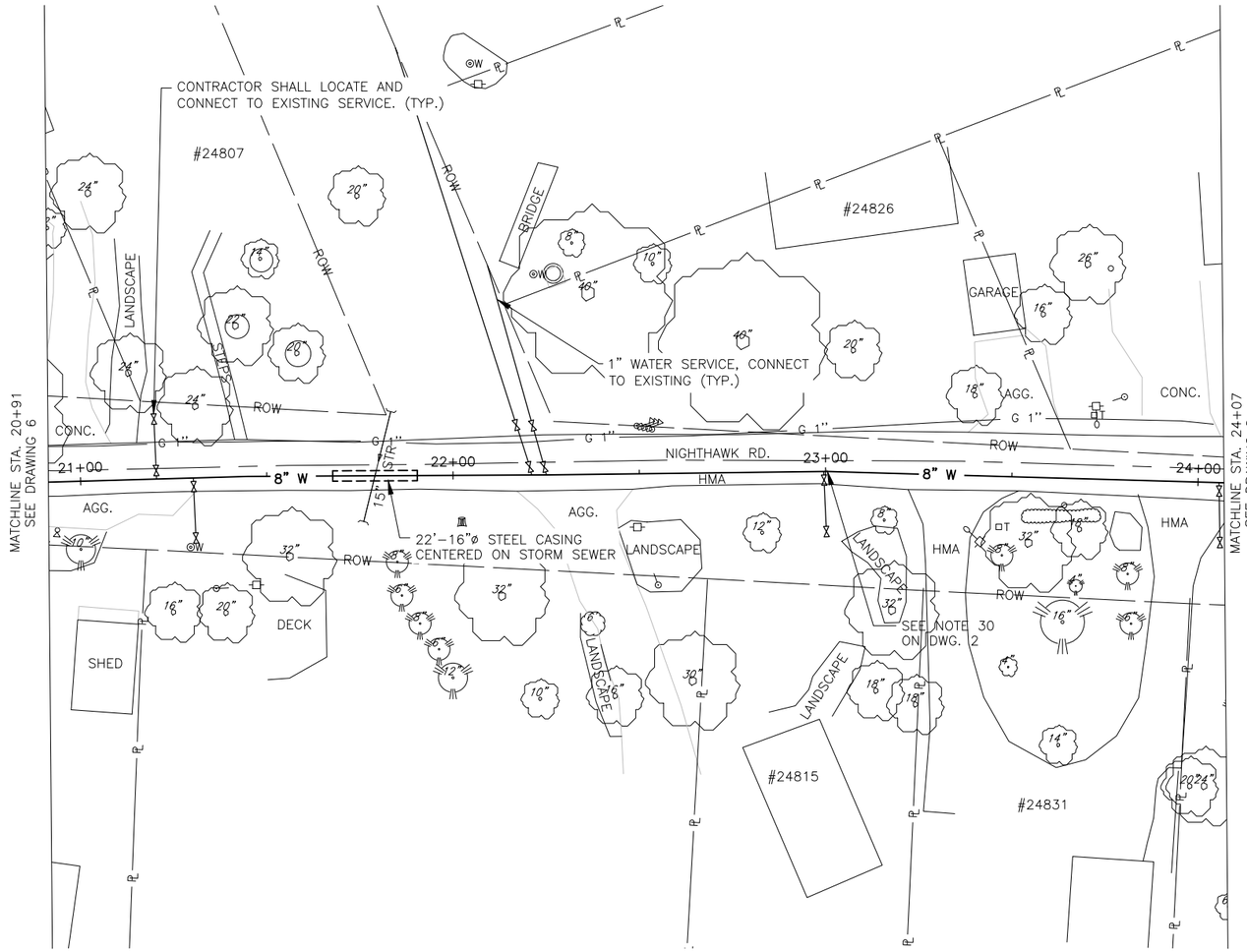
DRAWING TITLE
NIGHTHAWK ROAD
PLAN AND PROFILE

PROJECT No.
B0110350

DRAWING No.
6



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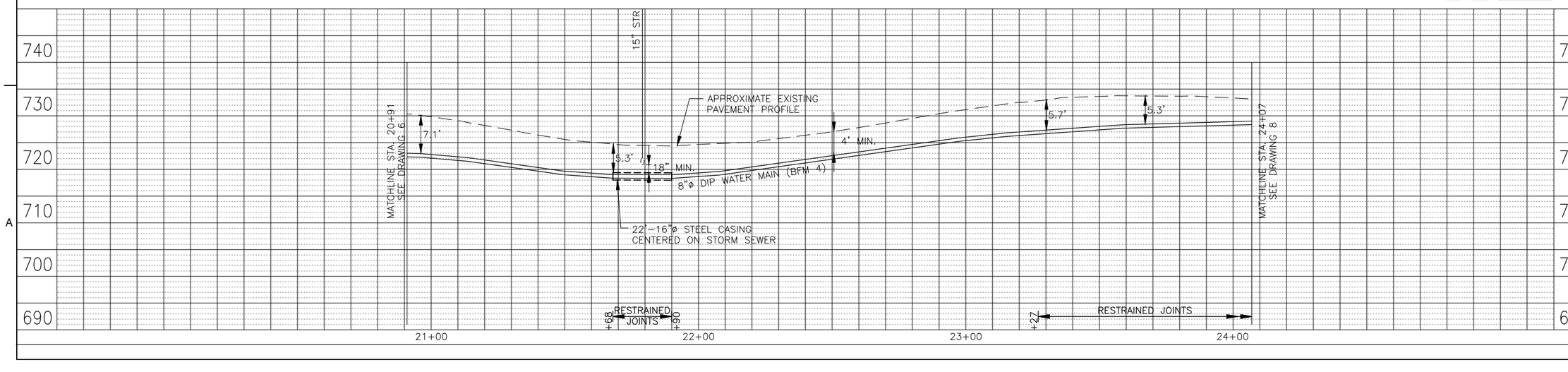

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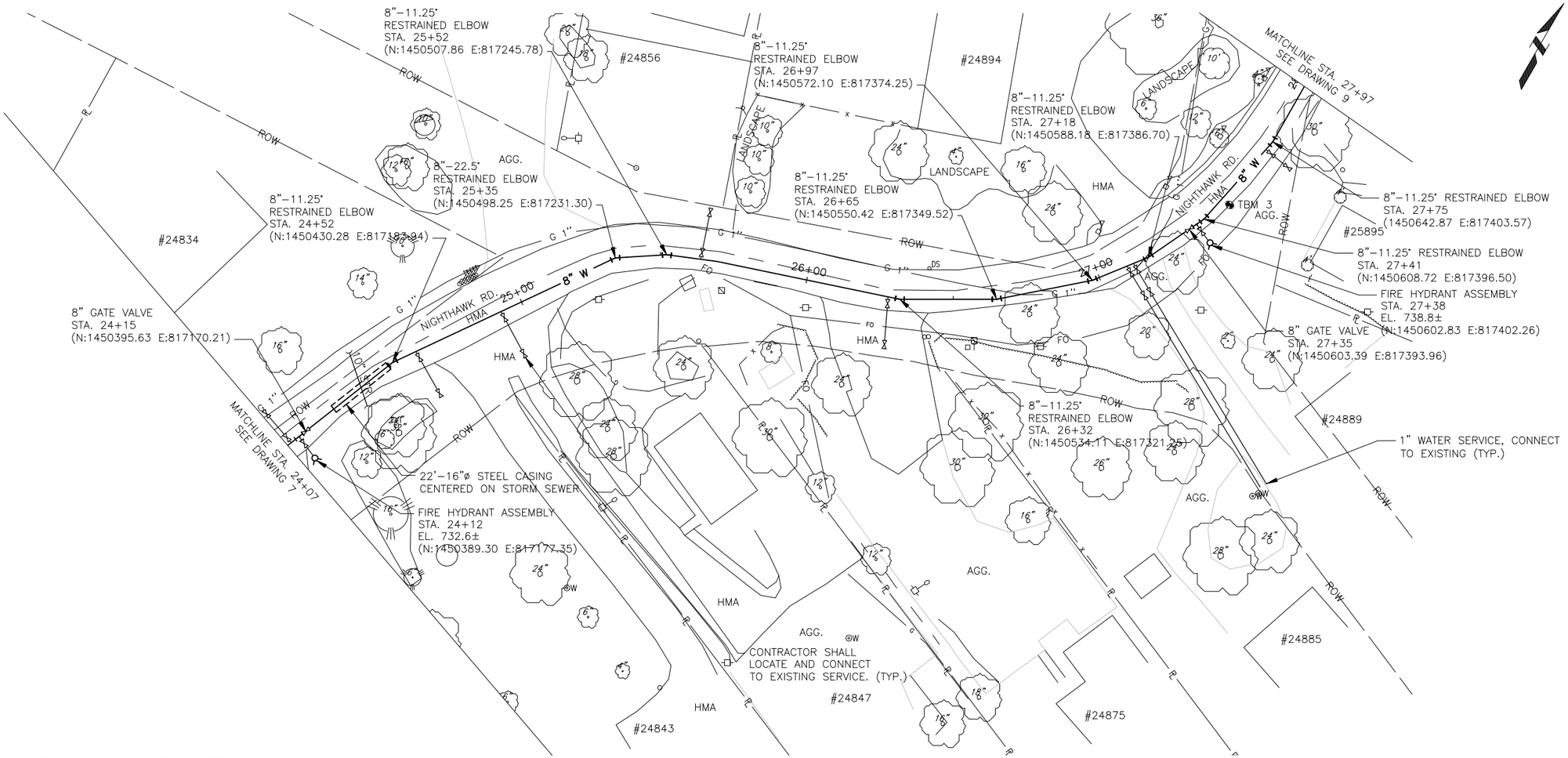
NIGHTHAWK ROAD
PLAN AND PROFILE

PROJECT No.
B0110350

DRAWING No.
7



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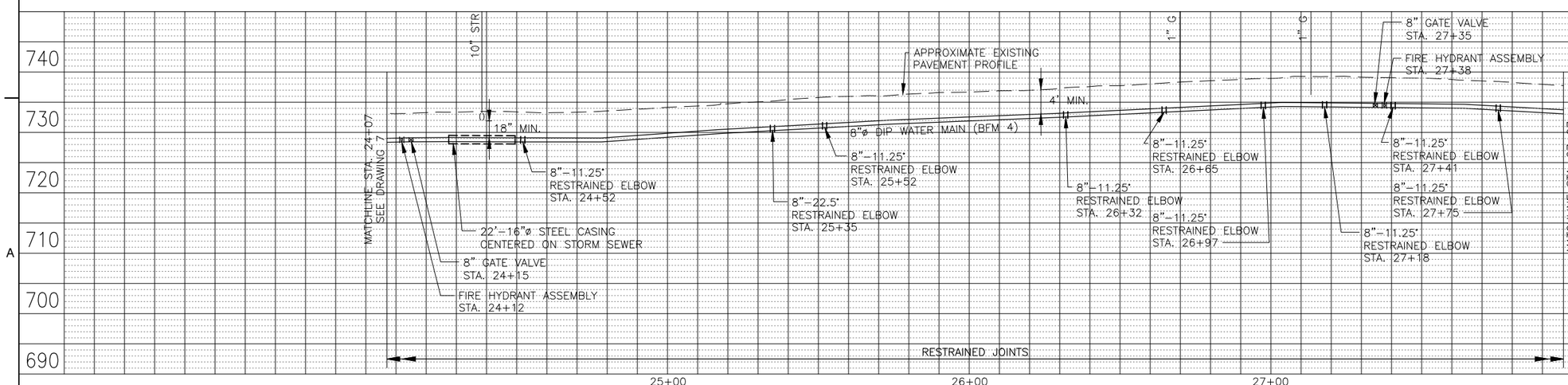

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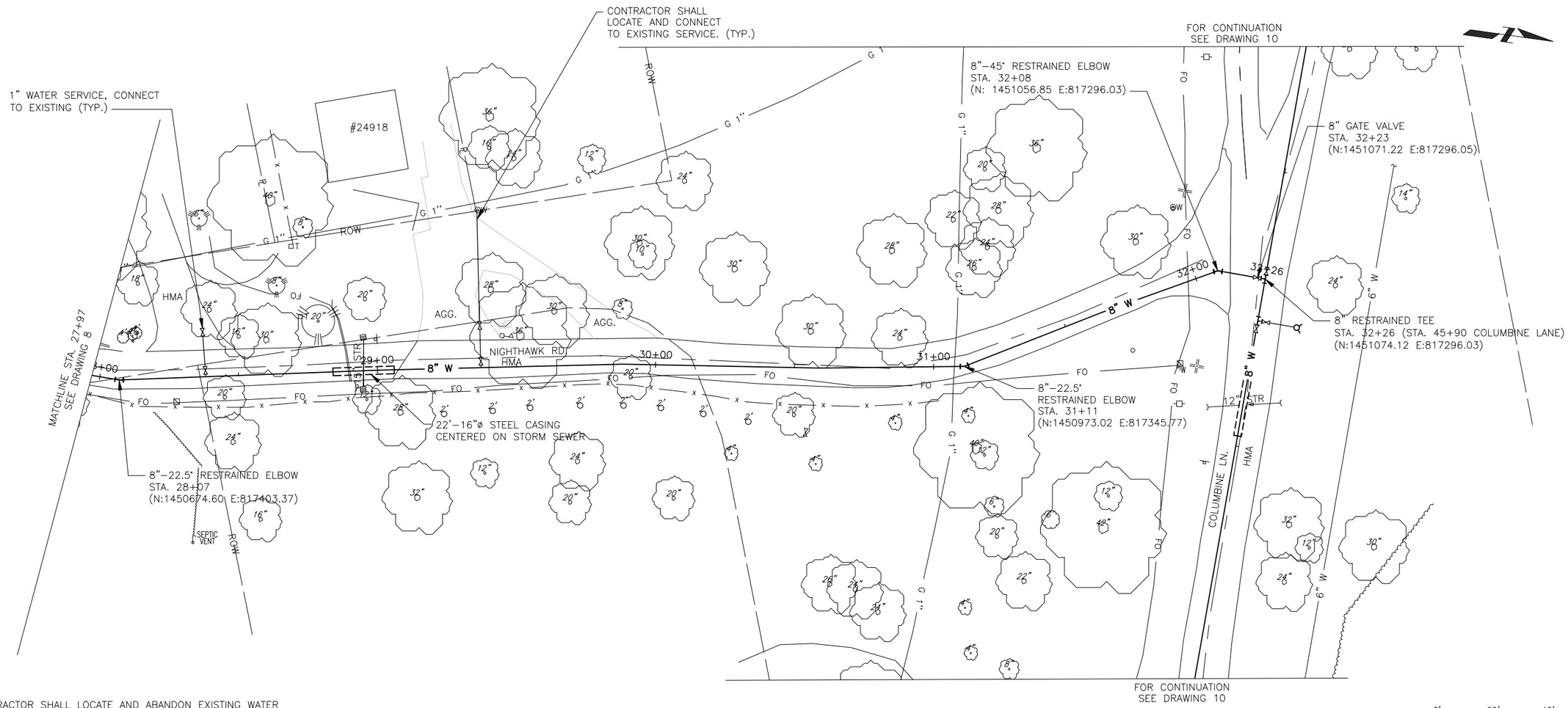
NIGHTHAWK ROAD PLAN AND PROFILE

PROJECT No.
B0110350

DRAWING No.
8



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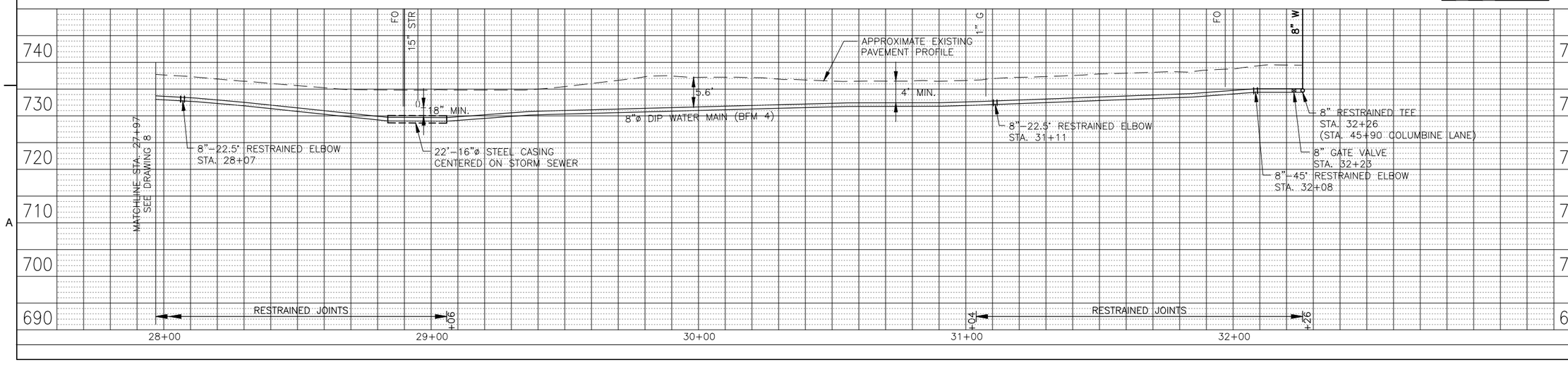

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NIGHTHAWK ROAD
PLAN AND PROFILE

PROJECT No.
B0110350

DRAWING No.
9

CONNECT TO EXISTING 30" WATER MAIN WITH 30" TAPPING SLEEVE, 8" TAPPING VALVE AND BOX. CONTRACTOR TO PROVIDE TAPPING SLEEVE, TAPPING VALVE AND VALVE BOX. OWNER TO MAKE ACTUAL TAP. ALL OTHER ASSOCIATED WORK INCLUDING EXCAVATION TO BE PERFORMED BY CONTRACTOR. INSTALL CHLORINATION AND SAMPLING TAP. (N:1451054.12 E:816807.55)

FIRE HYDRANT ASSEMBLY STA. 41+62 EL. 746.3 (N:1451081.41 E:816877.05)

PROTECT IN PLACE

8" 45° RESTRAINED ELBOW STA. 42+25 (N:1451074.12 E:816932.05)

8" GATE VALVE STA. 41+59 (N:1451054.11 E:816873.58)

8" 45° RESTRAINED ELBOW STA. 41+96 (N:1451054.12 E:816912.05)

CITY OF BLOOMINGTON

COLUMBINE LN.

HMA

8" W

30" W

24" W (ABANDONED)

N 1750 EAST RD (ABANDONED)

12" STR

RW 30"

ROW

LANDSCAPE

FO

G 4"

G 1"

MATCHLINE STA. 45+65 SEE LOWER PANEL, THIS DRAWING

0' 20' 40'

8" 45° RESTRAINED ELBOW STA. 41+96

APPROXIMATE EXISTING PAVEMENT PROFILE

11.0'

7.1'

5.3'

4' MIN.

8"ø DIP WATER MAIN (BFM 4)

FIRE HYDRANT ASSEMBLY STA. 41+62

8" GATE VALVE STA. 41+59

8" 45° RESTRAINED ELBOW STA. 42+25

CONNECT TO EXISTING 30" WATER MAIN

RESTRAINED JOINTS

+92

+47

+00

750

740

730

720

41+00 42+00 43+00 44+00 45+00

8"–GATE VALVE STA. 45+88 (N:1451074.12 E:817293.14)

8" RESTRAINED TEE STA. 45+90 (STA. 32+26 NIGHTHAWK RD.) (N:1451074.12 E:817296.03)

FIRE HYDRANT ASSEMBLY STA. 46+04 EL. 738.7 (N:1451088.27 E:817311.26)

8"–GATE VALVE STA. 46+06 (N:1451074.13 E:817312.17)

22'–16"ø STEEL CASING CENTERED ON STORM SEWER

1" WATER SERVICE, CONNECT TO EXISTING (TYP.)

CONTRACTOR SHALL LOCATE AND CONNECT TO EXISTING SERVICE. (TYP.)

8"–GATE VALVE STA. 48+05 (N:1451057.12 E:817505.50)

8"–45° RESTRAINED ELBOW STA. 47+83 (N:1451074.12 E:817489.62)

FIRE HYDRANT ASSEMBLY STA. 48+03 EL. 737.7± (N:1451067.21 E:817512.08)

TBM 1

8"–11.25° RESTRAINED ELBOW STA. 48+30 (N:1451039.32 E:817521.30)

8"–11.25° RESTRAINED ELBOW STA. 48+43 (N:1451031.13 E:817532.12)

8"–11.25° RESTRAINED ELBOW STA. 48+67 (N:1451020.91 E:817553.23)

8"–11.25° RESTRAINED ELBOW STA. 48+93 (N:1451014.34 E:817578.43)

6" W

8" W

46+00 47+00 48+00

12" STR

HMA

AGG.

LANDSCAPE

WOOD THRUSH LANE

NIGHTHAWK RD.

MATCHLINE STA. 45+65 SEE UPPER PANEL, THIS DRAWING

MATCHLINE STA. 49+00 SEE DRAWING 11

FOR CONTINUATION SEE DRAWING 9

NOTE:
CONTRACTOR SHALL LOCATE AND ABANDON EXISTING WATER MAIN. SEE WATER MAIN ABANDONMENT PLAN ON DRAWING 12.

18" MIN.

8"–GATE VALVE STA. 45+88

8" RESTRAINED TEE STA. 45+90 (STA. 32+26 NIGHTHAWK RD.)

APPROXIMATE EXISTING PAVEMENT PROFILE

FIRE HYDRANT ASSEMBLY STA. 48+03

8"–45° RESTRAINED ELBOW STA. 47+83

4' MIN.

8"ø DIP WATER MAIN (BFM 4)

8"–GATE VALVE STA. 48+05

8"–11.25° RESTRAINED ELBOW STA. 48+30

8"–11.25° RESTRAINED ELBOW STA. 48+43

22'–16"ø STEEL CASING CENTERED ON STORM SEWER

FIRE HYDRANT ASSEMBLY STA. 46+04

8"–GATE VALVE STA. 46+06

8"–11.25° RESTRAINED ELBOW STA. 48+67

8"–11.25° RESTRAINED ELBOW STA. 48+93

RESTRAINED JOINTS

750

740

730

720

46+00 47+00 48+00 49+00

Clark Dietz ENGINEERS

DESIGN FIRM REGISTRATION No. 184-000450

125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
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PROJECT TITLE

CITY OF BLOOMINGTON, ILLINOIS
LAKE BLOOMINGTON WATER MAIN REPLACEMENT

DESIGNED BY:	CSH
DRAWN BY:	CSH
CHECKED BY:	CSG
DATE CHECKED:	1/18

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DRAWING TITLE

COLUMBINE LANE
PLAN AND PROFILE

PROJECT No.
B0110350

DRAWING No.
10

MATCHLINE STA. 49+00
SEE DRAWING 10

8"–11.25° RESTRAINED ELBOW
STA. 49+36
(N:1451011.82 E:817621.54)

8"–11.25° RESTRAINED ELBOW
STA. 49+66
(N:1451015.93 E:817651.15)

1" WATER SERVICE, CONNECT TO EXISTING (TYP.)

8"–22.5° RESTRAINED ELBOW
STA. 50+15
(N:1451032.15 E:817697.87)

8"–22.5° RESTRAINED ELBOW
STA. 50+54
(N:1451057.68 E:817726.57)

8"–11.25° RESTRAINED ELBOW
STA. 50+95
(N:1451094.54 E:817744.43)

22'–16"ø STEEL CASING
CENTERED ON STORM SEWER

8"–11.25° RESTRAINED ELBOW
STA. 51+62
(N:1451159.57 E:817761.37)

FIRE HYDRANT ASSEMBLY
STA. 52+92
EL. 735.4
(N:1451281.55 E:817750.30)

8"–22.5° RESTRAINED ELBOW
STA. 52+89
(N:1451285.70 E:817758.39)

8"–22.5° RESTRAINED ELBOW
STA. 52+77
(N:1451274.25 E:817763.05)

ABANDON EXISTING 6" WATER MAIN BY INSTALLING A TEMPORARY LINE STOP, REMOVING A SECTION OF PIPE AND INSTALLING (2)–RESTRAINED CAPS.

CONNECT TO EXISTING 6" WATER MAIN WITH 6" TAPPING SLEEVE, 6" TAPPING VALVE AND BOX, AND 8"X6" REDUCER. CONTRACTOR TO INSTALL CHLORINATION AND SAMPLING TAP. (N:1451320.32 E:817724.18)

CONTRACTOR SHALL LOCATE AND CONNECT TO EXISTING SERVICE. (TYP.)

EAGLE PT. HMA
WOOD THRUSH CIR.
TREES
HMA
AGG.
CONC.
ROW
#25015
#25017
#26906
#25021
#25025
#25029

NOTE:
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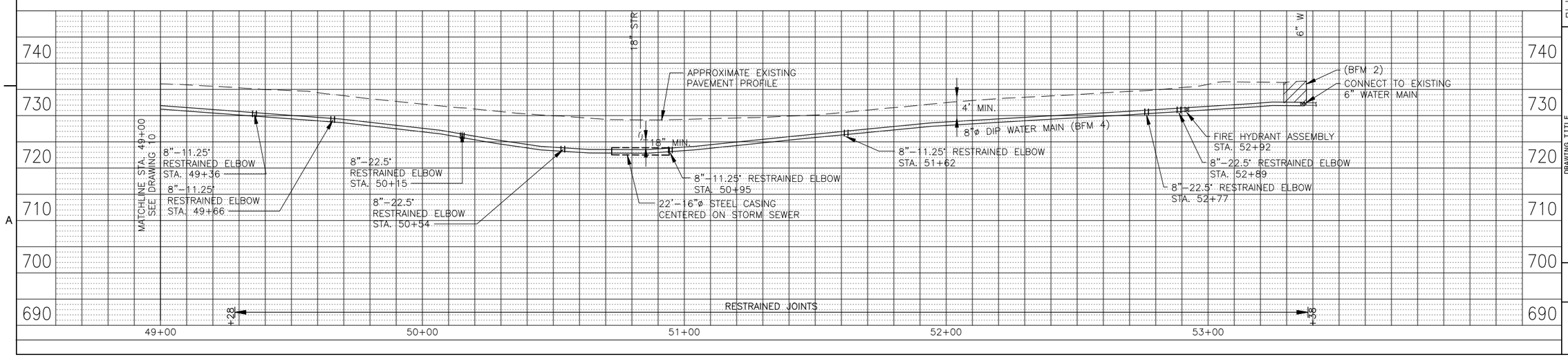
0' 20' 40'



Clark Dietz
ENGINEERS

DESIGN FIRM REGISTRATION
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LAKE BLOOMINGTON
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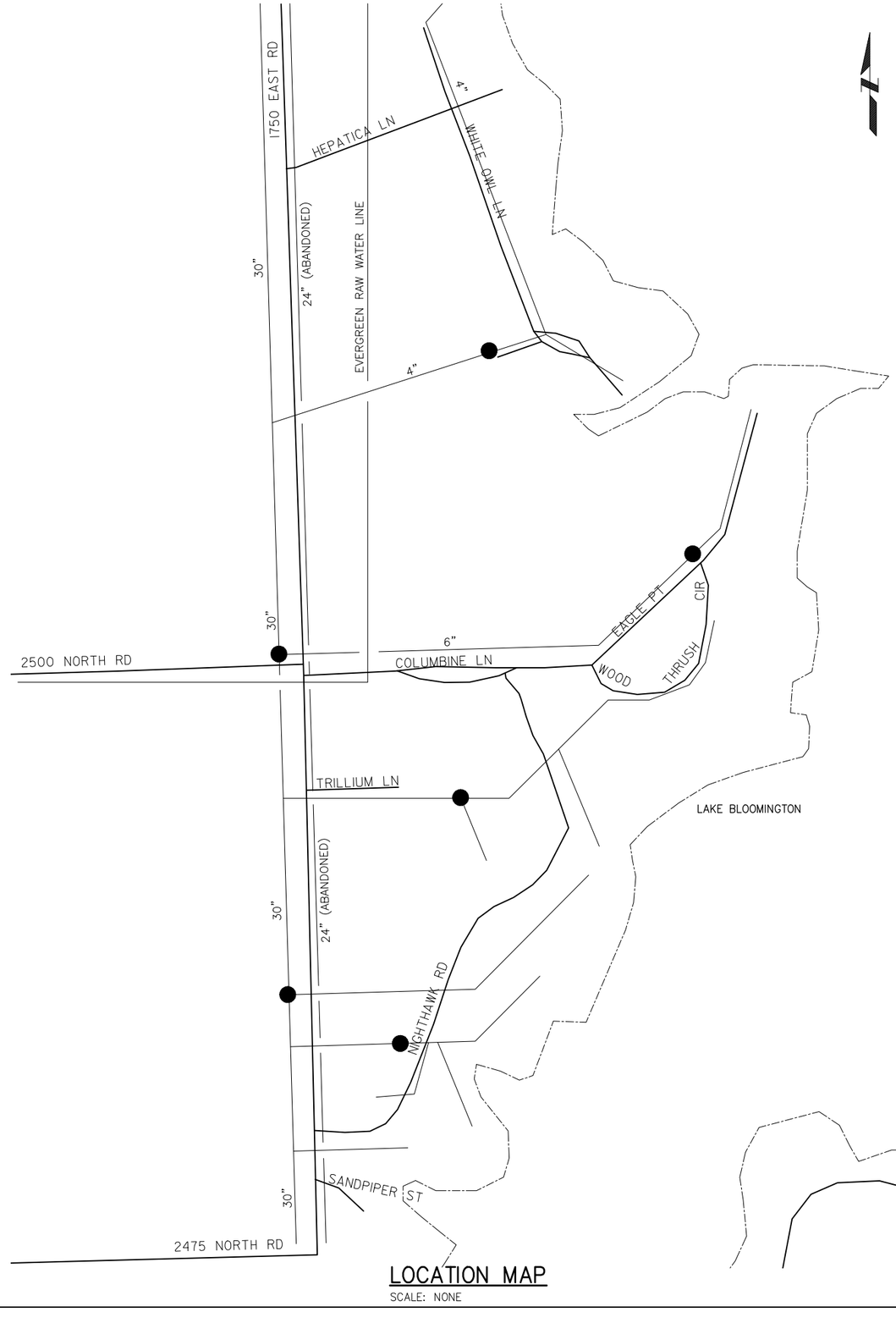
DRAWING TITLE
WOOD THRUSH CIRCLE
PLAN AND PROFILE

PROJECT No.
B0110350

DRAWING No.
11



LOCATION MAP

SCALE: NONE

LEGEND

- APPROXIMATE ABANDONMENT LOCATION
- ROADS
- WATER MAIN (EXISTING)
- SHORELINE

Clark Dietz
ENGINEERS

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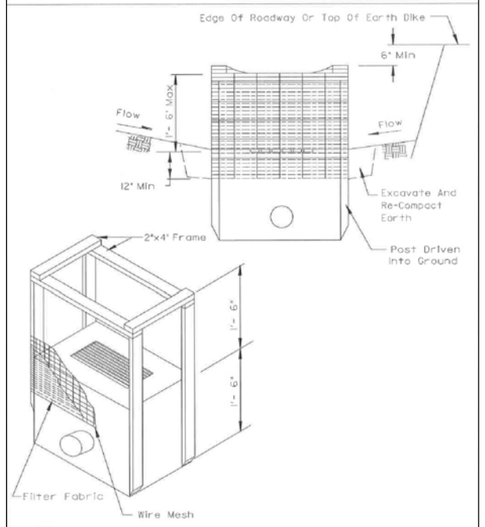
DRAWING TITLE

WATER MAIN ABANDONMENT
PLAN

PROJECT No.
B0110350

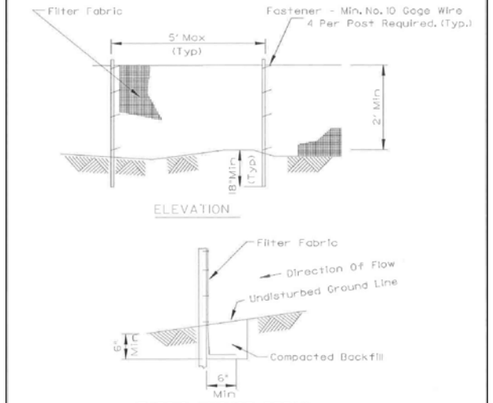
DRAWING No.
12

INLET PROTECTION DETAIL - FABRIC DROP



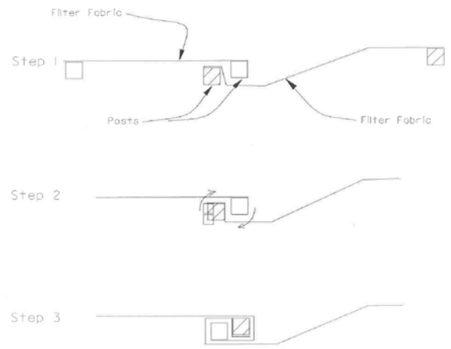
NOTES:
1. Filter fabric shallmeet the requirement of materialspecification 592 GEOTEXTILE table for 2, class I, with an EOS of at least 30 for nonwoven and 50 for woven.
2. The wire mesh shallhave a maximum opening of at least 6 inches.
3. Limit drainage area to the inlet protectlon to 1acre.

PERIMETER BARRIER - SILT FENCE DETAIL



NOTES:
1. Temporary sediment fence shallbe installed prior to any grading work in the area to be protected. They shallbe maintained throughout the construction period and removed in conjunction with the finalgrading and site stabilization.
2. Filter fabric shallmeet the requirements of materialspecification 592 Geotextile Table for 2, Class 1 with equivalent opening size of at least 30 for nonwoven and 50 for woven.
3. Fence posts shallbe either standard steelpost or wood post with a minimum cross-sectional area of 3.0 sq. in.

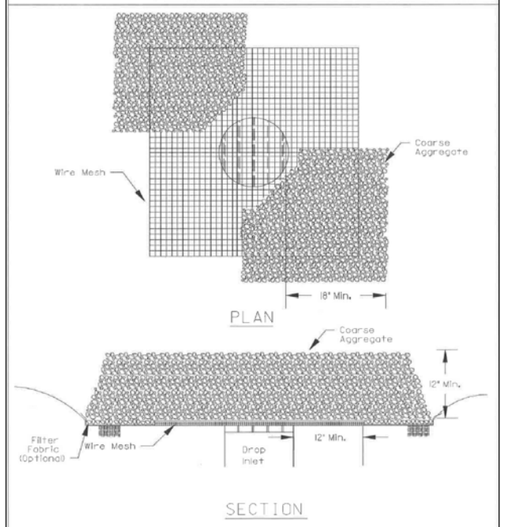
PERIMETER BARRIER - SILT FENCE DETAIL



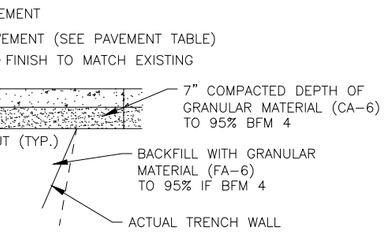
ATTACHING TWO SILT FENCES

NOTES:
1. Place the end post of the second fence inside the end post of the first fence.
2. Rotate both posts at least 180 degrees in a clockwise direction to create a tight seal with the fabric material.
3. Drive both posts a minimum of 18 inches into the ground and bury the flap.

INLET PROTECTION DETAIL GRAVEL AND WIRE MESH



NOTES:
1. Hardware cloth or comparable wire mesh must have a maximum of ½ inch openings.
2. Hardware cloth or wire mesh must extend a minimum of 12 inches beyond each side of the inlet opening; if more than one strip of mesh is necessary, strips shallbe overlapped a minimum of 6 inches.
3. Coarse aggregate shallmeet one of the IDOT gradations CA-1or CA-3. CA-7 can be used when filter fabric is used.
4. Filter fabric shallmeet the requirements of materialspecification 592 GEOTEXTILE Table for 2, Class with AOS of at least 30 for nonwoven and 50 for woven.



GENERAL NOTES

1. TRENCH SPOIL OR EXCAVATED MATERIAL SHALL BE LEGALLY DISCARDED BY THE CONTRACTOR, AT HIS EXPENSE, AT APPROVED DUMP SITES OR IN A SUITABLE FASHION AS APPROVED BY THE OWNER.

HMA NOTES

1. PRIOR TO THE PLACING OF THE HOT MIX ASPHALT MIXTURE THE EXPOSED EDGES OF ALL EXISTING PAVEMENT SHALL BE SAW CUT TO PROVIDE A SMOOTH, CLEAN EDGE, FREE OF LOOSE MATERIAL; PAINTED WITH EMULSIFIED ASPHALT.
2. HOT-MIX ASPHALT PAVEMENTS SHALL BE N50 MIXES. CONTRACTOR SHALL SUBMIT HMA MIXTURES FOR APPROVAL BY CITY PRIOR TO STARTING WORK.

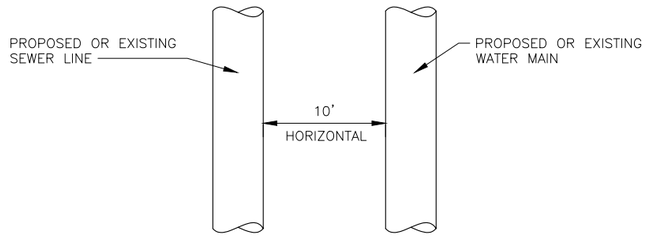
PCC NOTES

1. INCLUDE COMPLETE PANEL REPLACEMENT FOR ALL PANELS DAMAGED DURING CONSTRUCTION WHERE REQUIRED BY THE SPECIFICATIONS.
2. 24" LONG #6 REBARS AT 30" SPACING ON ALL FOUR FACES (USED ONLY WHEN ADJACENT TO P.C.C. PAVEMENT OR P.C.C. BASE)

PAVEMENT REPLACEMENT

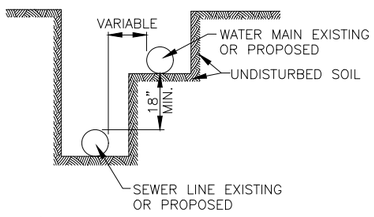
SCALE: NONE

NOTE:
WHEN PROPOSED SEWER (OR WATER) IS LOCATED 10' OR MORE FROM EXISTING WATER (OR SEWER), NO SPECIAL CONSTRUCTION IS REQUIRED.



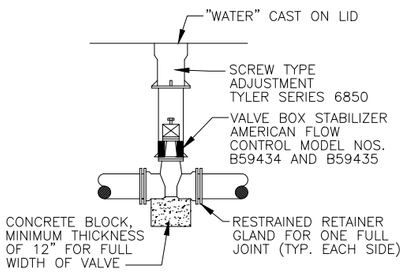
PLAN VIEW

NOTE:
WHEN PROPOSED SEWER (OR WATER) IS LOCATED LESS THAN 10' FROM EXISTING WATER (OR SEWER), DETAILS BELOW SHALL APPLY.



SEWER/WATER SEPARATION DETAIL

SCALE: NONE



VALVE BOX INSTALLATION

SCALE: NONE

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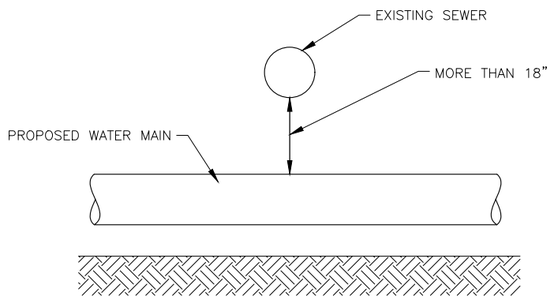
DRAWING TITLE
DETAILS

PROJECT No.
B0110350

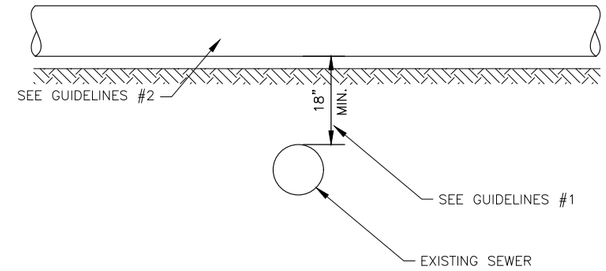
DRAWING No.
13



GUIDELINES

1. OMIT SELECT GRANULAR EMBEDMENT AND GRANULAR BACKFILL TO 12" OVER TOP OF SEWER AND USE SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT.
2. POINT LOADS SHALL NOT BE ALLOWED BETWEEN SEWER AND WATER MAIN.
3. PROVIDE ADEQUATE SUPPORT FOR EXISTING SEWER LINE TO PREVENT DAMAGE DUE TO SETTLEMENT OF WATER MAIN TRENCH.

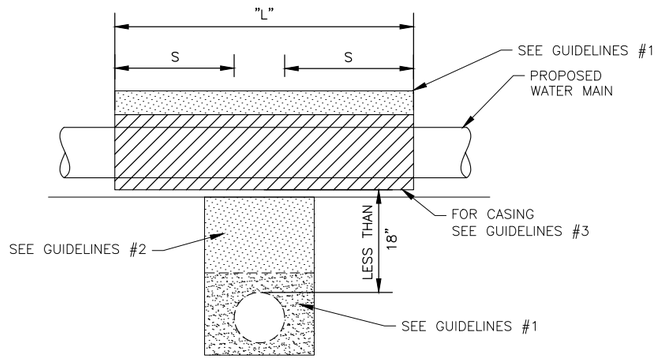
PROPOSED WATER MAIN ABOVE (NOT SHOWN) OR BELOW EXISTING SEWER LINE WITH MORE THAN 18" MINIMUM VERTICAL SEPARATION.



GUIDELINES

1. IF SELECT GRANULAR BACKFILL EXISTS: REMOVE WITHIN WIDTH OF PROPOSED SEWER TRENCH AND REPLACE WITH SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT.
2. OMIT SELECT GRANULAR CRADLE AND GRANULAR BACKFILL TO 12" OVER TOP OF WATER MAIN AND USE SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT.

PROPOSED WATER MAIN WITH 18" MINIMUM VERTICAL SEPARATION ABOVE EXISTING SEWER LINE



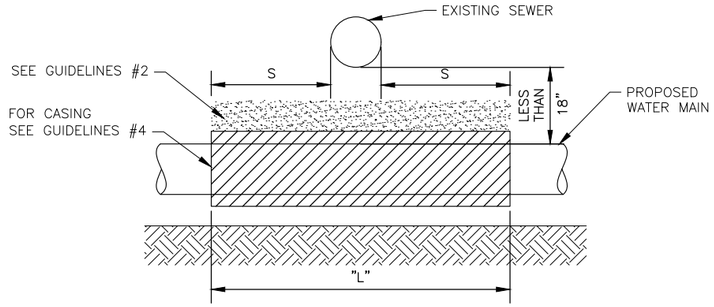
NOTE: "S" THE LENGTH NECESSARY TO PROVIDE 10' OF SEPARATION AS MEASURED PERPENDICULAR TO THE EXISTING SEWER LINE.

GUIDELINES

1. OMIT SELECT GRANULAR EMBEDMENT AND GRANULAR BACKFILL TO ONE (1) FOOT OVER TOP OF WATER MAIN AND USE SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT THE LENGTH OF "L".
2. IF SELECT GRANULAR BACKFILL EXISTS, REMOVE WITHIN WIDTH OF EXISTING SEWER LINE TRENCH AND REPLACE WITH SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT.
3. USE "L" FEET OF WATER MAIN MATERIAL FOR CASING OF PROPOSED WATER MAIN AND SEAL ENDS OF CASING.
4. POINT LOADS SHALL NOT BE ALLOWED BETWEEN WATER MAIN CASING AND SEWER.

PROPOSED WATER MAIN ABOVE EXISTING SEWER LINE WITH LESS THAN 18" MINIMUM VERTICAL SEPARATION.

NOTE: COMPACTION REQUIREMENTS REFER TO ARTICLE 20-4 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS.



NOTE: "S" THE LENGTH NECESSARY TO PROVIDE 10' OF SEPARATION AS MEASURED PERPENDICULAR TO THE EXISTING SEWER LINE.

GUIDELINES

1. OMIT SELECT GRANULAR EMBEDMENT AND GRANULAR BACKFILL TO ONE (1) FOOT OVER TOP OF WATER MAIN AND USE SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT THE LENGTH OF "L".
2. IF SELECT GRANULAR BACKFILL EXISTS, REMOVE WITHIN WIDTH OF EXISTING SEWER LINE TRENCH AND REPLACE WITH SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT.
3. PROVIDE ADEQUATE SUPPORT FOR EXISTING SEWER LINE TO PREVENT DAMAGE DUE TO SETTLEMENT.
4. USE "L" FEET OF WATER MAIN MATERIAL FOR CASING OF PROPOSED WATER MAIN AND SEAL ENDS OF CASING, OR REPLACE SEWER MAIN WITH WATER MAIN QUALITY MATERIAL AND PRESSURE TEST.

PROPOSED WATER MAIN BELOW EXISTING SEWER LINE WITH 18" MINIMUM VERTICAL SEPARATION.

NOTE: COMPACTION REQUIREMENTS REFER TO ARTICLE 20-4 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS.

Clark Dietz ENGINEERS
DESIGN FIRM REGISTRATION No. 184-000450
125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

PROJECT TITLE
CITY OF BLOOMINGTON, ILLINOIS
LAKE BLOOMINGTON WATER MAIN REPLACEMENT

DESIGNED BY: CSH
DRAWN BY: CSH
CHECKED BY: CSG
DATE CHECKED: 1/18

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE REVISION

DRAWING TITLE
DETAILS

PROJECT No.
B0110350

DRAWING No.
14

TRENCH PATCHING

1. FOR SIDEWALKS, DRIVEWAYS AND PAVEMENT, CONSTRUCT TO INDICATED THICKNESS OR MATCH EXISTING THICKNESS, WHICHEVER IS GREATER. PATCHING MATERIAL TYPE TO MATCH EXISTING MATERIAL TYPE.

   PAVEMENT (HMA) =
   50mm (2") BITUMINOUS CONCRETE SURFACE COAT (MIX D. N50)
   50mm (2") BITUMINOUS CONCRETE BASE COURSE (N 50)
   175mm (7") AGGREGATE BASE (CA-6 OR CAM-6)

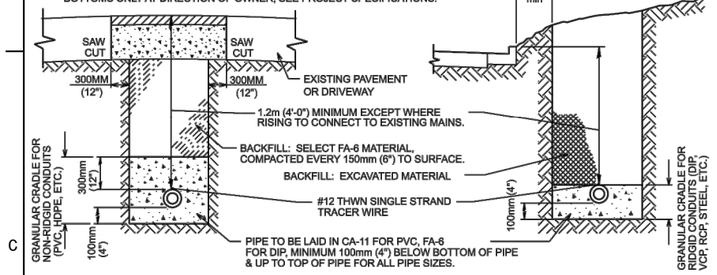
   PAVEMENT (PCC) = 200mm (8") PCC SLAB (IDOT PV OR PP MIX)

   DRIVEWAY (PCC) = 150mm (6") PCC SLAB (IDOT PV OR PP MIX)

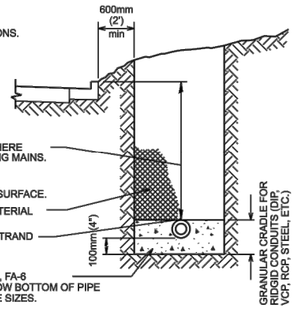
   DRIVEWAY (HMA) = 75mm (3") BITUMINOUS CONCRETE SURFACE COAT (MIX D. N50) OVER 125 mm (5") AGGREGATE BASE (CA-6 OR CAM-6)

   SIDEWALK (REPLACE IN FULL PANELS) = 150mm (6") PCC SLAB (IDOT PV OR PP MIX)

2. DO NOT USE BRICK UNLESS DIRECTED BY OWNER.
3. WHERE TRENCH IS WITHIN 2 FEET OF PAVEMENT, DRIVEWAY, CURB, OR SIDEWALKS AND WHERE INDICATED ON THE DRAWINGS, USE GRANULAR TRENCH BACKFILL.
4. ALL BACKFILL IS PAID FOR AS PART OF PIPE INSTALLATION, UNLESS STATED OTHERWISE IN CONTRACT DOCUMENTS.
5. GRANULAR TRENCH STABILIZATION FOR USE IN UNSTABLE TRENCH BOTTOMS ONLY AT DIRECTION OF OWNER, SEE PROJECT SPECIFICATIONS.



IN PAVEMENT, DRIVEWAYS AND SIDEWALKS



IN PARKWAY

PIPE COVER DETAILS

PIPE MATERIALS

WATER MAINS SHALL BE POLY WRAPPED DUCTILE IRON PIPE SPECIAL CLASS 52 WITH SINGLE GASKET JOINTS.

CEMENT LINING AND TAR (SEAL) COATING SHALL BE PROVIDED FOR ALL PIPE. ALL PIPE SHALL HAVE PUSH-ON TYPE JOINT UNLESS OTHERWISE CALLED FOR.

WHERE RESTRAINED JOINTS ARE SPECIFIED, THEY SHALL MEET ONE OF THE FOLLOWING:
A. U.S. PIPE: TR FLEX JOINT
B. AMERICAN DUCTILE IRON PIPE: LOK-RING JOINT
C. McWANE INC. (CLOW): TITON OR FASTITE JOINT
D. GRIFFIN PIPE: SNAP-LOK OR BOLT-LOK JOINT
E. 350mm (14") OR LARGER PIPE: EBBA IRON SALES MEG-A-LUG RETAINER GLANDS
F. 300mm (12") OR SMALLER PIPE STANDARD RETAINER GLANDS FROM APPROVED MANUFACTURERS.
G. OR APPROVED EQUAL.

WATER MAIN FITTINGS INCORPORATED INTO THIS WORK SHALL CONFORM TO A.N.S.I./A.W.W.A. C110/A21.10 AND A.N.S.I./A.W.W.A. C111/A21.11, 1725 Kpa (250 psi) RATED PRESSURE. ALL FITTINGS SHALL HAVE THE SAME LININGS AND COATINGS AS THE PIPE SUPPLIED. ALL FITTINGS (INCLUDING BUT NOT LIMITED TO BENDS, TEES, REDUCERS, AND PLUGS) SHALL BE RESTRAINED WITH RETAINER GLANDS OR A MANUFACTURED JOINT RESTRAINING SYSTEM APPROVED BY THE DIRECTOR OF WATER.

TAPPING VALVES SHALL BE CLOW F6114 OR APPROVED EQUAL. RETAINER GLANDS SHALL BE: McWANE (CLOW) F-1058 OR APPROVED EQUAL, AND SHALL BE INSTALLED AT THE JOINT BETWEEN THE VALVE AND THE PROPOSED WATER MAIN.

TAPPING SLEEVES SHALL BE STAINLESS STEEL WITH STAINLESS STEEL BOLTS AS FOLLOWS:

TAPS ONTO EXISTING 100mm (4"), 150mm (6"), AND 200mm (8") MAINS:
CASCADE CST-SL, FORD FAST OR APPROVED EQUAL

TAPS ONTO EXISTING 250mm (10") OR LARGER MAINS:
CASCADE CST-EX OR APPROVED EQUAL

VALVE BOXES SHALL BE PROVIDED AND INSTALLED. ALL VALVE BOXES SHALL HAVE NOT LESS THAN A 130mm (5. 1/4") SHAFT. THE EXTENSIONS OF THE VALVE BOX AND SHAFT NECESSARY TO REACH THE GROUND ELEVATION SHALL BE INCLUDED. VALVE BOXES SHALL BE TYLER PIPE TWO PIECE, SCREW TYPE, #6850 SERIES WITH THE WORD "WATER" CAST ON LID OR AN APPROVED EQUAL.

NOTES

1. THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", CURRENT EDITION, SHALL APPLY TO THIS WORK, EXCEPT AS MODIFIED HEREIN.

2. ALL WATERMAIN MATERIALS SHALL BE MANUFACTURED IN COUNTRIES SIGNATORY TO THE NORTH AMERICAN FREE TRADE AGREEMENT AND SHALL MEET OR EXCEED AWWA SPECIFICATIONS.

3. FOR APPROVED MANUFACTURERS NOT LISTED ON THIS SHEET, INQUIRE OF THE DIRECTOR OF THE CITY OF BLOOMINGTON WATER DEPARTMENT AT (309) 434-2426.

4. ALL FIRE HYDRANTS, VALVES, AND FITTINGS SHALL BE RESTRAINED.

5. A #12 THWN SINGLE STRAND ELECTRIC CABLE SUITABLE FOR DIRECT BURIAL SHALL BE INSTALLED ON ALL WATERMAIN. THE CABLE SHALL BE TAPED OR ATTACHED TO THE PIPE IN AN APPROVED MANNER DURING INSTALLATION AND PRIOR TO BACKFILLING. TWO FEET OF SLACK SHALL BE PROVIDED AT ALL VALVE BOXES AND FIRE HYDRANTS. THE SLACK SHALL BE WRAPPED AROUND THE VAVLE BOX OR FIRE HYDRNAT AT FINISHED GRADE.

6. ALL VERTICAL AND HORIZONTAL BENDS SHALL BE CONSTRUCTED WITH RESTRAINED JOINT PIPE. RESTRAINED JOINT MINIMUM LENGTHS SHALL BE DETERMINED IN ACCORDANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES & FURNISHED FOR REVIEW.

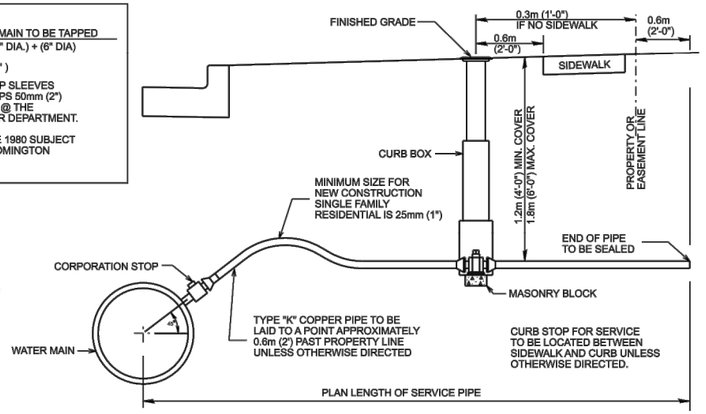
7. UNRESTRAINED PIPE SHALL BE A MINIMUM SECTION LENGTH OF 100'. ANY SHORTER SECTIONS BETWEEN REQUIRED RESTRAINED LOCATIONS SHALL BE RESTRAINED.

PERMITTED TAP SIZES

TAP SIZE	MINIMUM SIZE OF WATERMAIN TO BE TAPPED
19mm (3/4 ")	100mm (4" DIA.) + (6" DIA)
38 mm (1½")	200mm (8")

* 50mm (2") AND OVER MUST BE MADE BY SIDE TAP SLEEVES AND VALVES OR BY A REGULAR TEE. ALL SIDE TAPS 50mm (2") DIA. AND OVER SHALL BE MADE BY CITY FORCES @ THE SCHEDULED PRICES ESTABLISHED BY THE WATER DEPARTMENT.

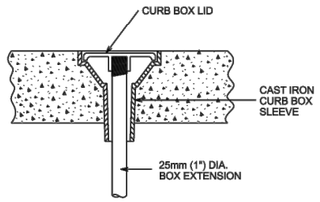
* TAPS ON WATER MAINS CONSTRUCTED BEFORE 1980 SUBJECT TO REVIEW AND APPROVAL OF THE CITY OF BLOOMINGTON WATER DEPARTMENT.



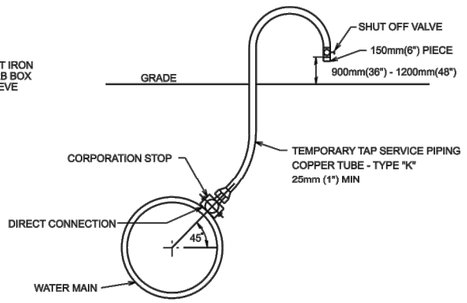
TYPICAL WATER SERVICE

SERVICE SIZE	* CORP. STOP	* CURB STOP	* CURB BOX
19mm (3/4 ") & 25mm (1")	MUELLER H-15000	MUELLER H-15200 or A.Y. McDONALD 4T13	MUELLER H-10314 or A.Y. MCDONALD 5601
30mm (1 ¼")	MUELLER H-15000	MUELLER H-15204 or A.Y. McDONALD 6100	A.Y. MCDONALD 5603
38mm (1-1/2") & 50mm (2")	BALL VALVE: FORD, MUELLER OR A.Y. MCDONALD	BALL VALVE: FORD, MUELLER OR A.Y. MCDONALD	A.Y. MCDONALD 5603

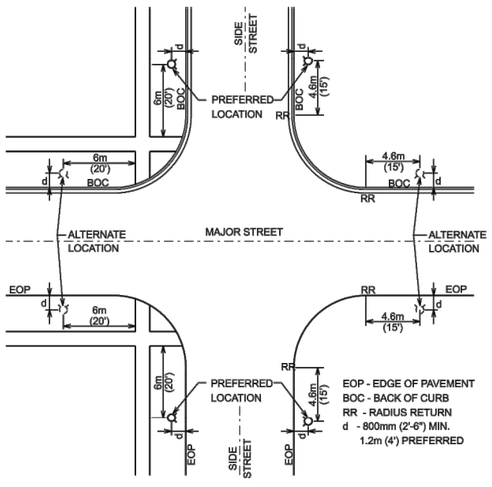
* OR APPROVED EQUAL



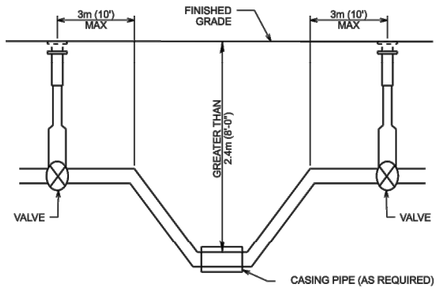
TYPICAL CURB BOX INSTALLATION IN SIDEWALK OR DRIVEWAY



SAMPLING & CHLORINATION SERVICE PIPING TAP



TYPICAL HYDRANT LOCATION PLAN

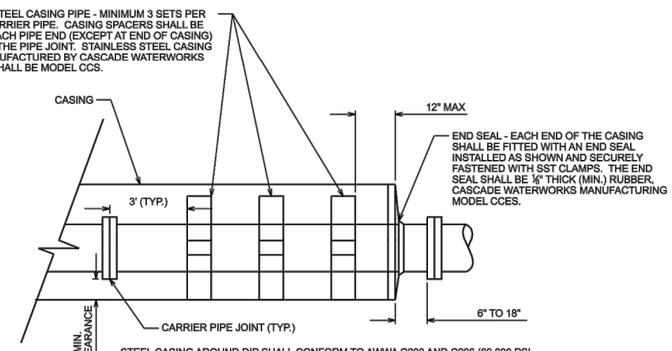


WATER MAIN CROSSING

VALVE REQUIRED ON EACH SIDE OF SEWER, CREEK OR OTHER CROSSING WHERE WATER MAIN IS MORE THAN 2.4 m (8'-0") DEEP.

NO SERVICE TAPS OR HYDRANT CONNECTIONS BETWEEN VALVES.

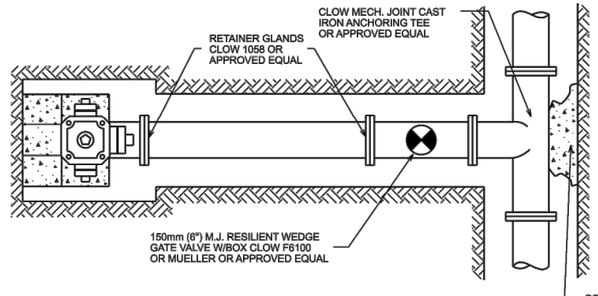
CASING SPACERS FOR STEEL CASING PIPE - MINIMUM 3 SETS PER NOMINAL LENGTH OF CARRIER PIPE. CASING SPACERS SHALL BE PLACED 3 FEET FROM EACH PIPE END (EXCEPT AT END OF CASING) AND IN THE CENTER OF THE PIPE JOINT. STAINLESS STEEL CASING SPACERS SHALL BE MANUFACTURED BY CASCADE WATERWORKS MANUFACTURING AND SHALL BE MODEL CCS.



STEEL CASING AROUND DIP SHALL CONFORM TO AWWA C200 AND C206 (60,000 PSI TENSILE STRENGTH) WITH 1/2 " MINIMUM WALL THICKNESS. EXTERIOR COATING SHALL BE 30 MILS TOTAL DRY THICKNESS. JOINTS SHALL BE WELDED TO MEET AWWA C206.

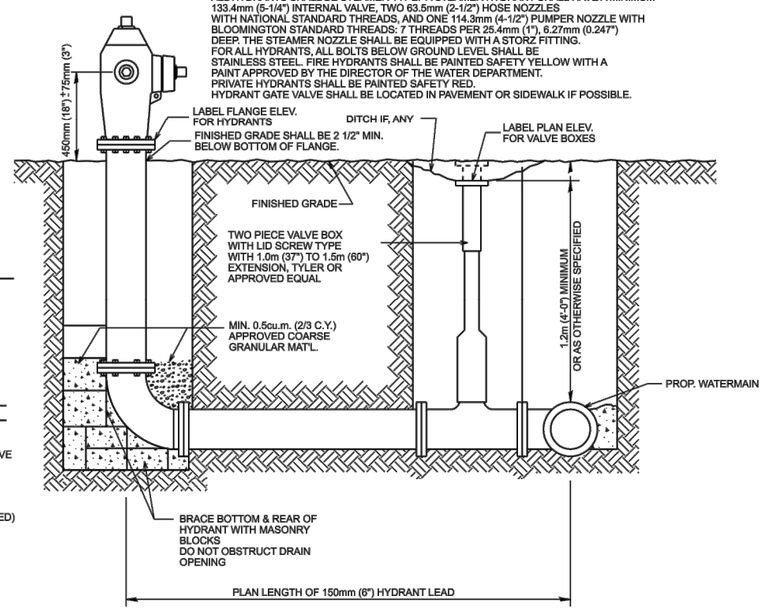
PVC CASING AROUND COPPER WATER SERVICES SHALL BE SDR-PR 26 MANUFACTURED FROM PVC 1120 AND MEET ASTM D2241. JOINTS SHALL BE BELL AND SPIGOT TYPE WITH RUBBER GASKETS, ASTM D-3139

PVC OR STEEL CASING PIPE DETAIL



TYPICAL HYDRANT INSTALLATION PLAN

FIRE HYDRANTS SHALL BE:
WATEROUS PACER, CLOW F-2500, CLOW MEDALLION, MUELLER MODERN CENTURION.
ALL HYDRANTS SHALL BE STEAMER TYPE. A STEAMER HYDRANT SHALL HAVE A MINIMUM 133.4mm (5-1/4") INTERNAL VALVE, TWO 63.5mm (2-1/2") HOSE NOZZLES WITH NATIONAL STANDARD THREADS, AND ONE 114.3mm (4-1/2") PUMPER NOZZLE WITH BLOOMINGTON STANDARD THREADS: 7 THREADS PER 25.4mm (1"), 6.27mm (0.247") DEEP. THE STEAMER NOZZLE SHALL BE EQUIPPED WITH A STORZ FITTING.
FOR ALL HYDRANTS, ALL BOLTS BELOW GROUND LEVEL SHALL BE STAINLESS STEEL. FIRE HYDRANTS SHALL BE PAINTED SAFETY YELLOW WITH A PAINT APPROVED BY THE DIRECTOR OF THE WATER DEPARTMENT.
PRIVATE HYDRANTS SHALL BE PAINTED SAFETY RED.
HYDRANT GATE VALVE SHALL BE LOCATED IN PAVEMENT OR SIDEWALK IF POSSIBLE.



TYPICAL HYDRANT INSTALLATION SECTION

Clark Dietz ENGINEERS
DESIGN FIRM REGISTRATION No. 184-000450
125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE : 217.373.8900
FAX : 217.373.8923

PROJECT TITLE
CITY OF BLOOMINGTON, ILLINOIS
LAKE BLOOMINGTON
WATER MAIN REPLACEMENT

DESIGNED BY: CSH
DRAWN BY: CSH
CHECKED BY: CSG
DATE CHECKED: 1/18

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE	REVISION

DRAWING TITLE
CITY OF BLOOMINGTON
WATER MAIN DETAILS

PROJECT No.
B0110350

DRAWING No.
15

LAKE BLOOMINGTON - WATER MAIN REPLACEMENT

Date: 3/22/2018

CONSENT AGENDA ITEM NO. 9F-F

FOR COUNCIL: April 9, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Resolution approving a Change Order to Purchase Order #20180051-00 with Ferguson Enterprises in the amount of $35,000.00 for the FY 2018 Water Meter Installation Program as requested by the Water Department.

RECOMMENDATION/MOTION: The attached Resolution authorizing a Change Order in the amount of $35,000.00 to Purchase Order #20180051-00 with Ferguson Enterprises and that the purchase of Neptune Water Meters and Accessories be approved, and the Mayor be authorized and City Clerk to execute the Resolution.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services, and Goal 2. Upgraded City infrastructure.

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

BACKGROUND: This change order will add $35,000.00 to the FY 2018 Water Meter Replacement Program to Purchase Order #20180051 with Ferguson Enterprises. Included in FY 2018, $875,500.00 is budgeted for Meters, while $50,000.00 was budgeted for Maintenance and Repair Supplies, including meter setters. The purchase order for Ferguson Enterprises was approved for $800,000 by Council on May 27, 2017 (this can be found in attached Council Meeting Agenda Item 7F). The Council approved a Change Order to the Purchase Order on March 12, 2018, for $70,000.00 (this can be found in attached Council Meeting Agenda Item 7K).

While changing out the remaining non radio meters during FY 2018, staff began a water meter change out program to remove older meters that still have lead in the meter body. It is anticipated the encumbered $870,000 will be exhausted in early April 2018. The additional $35,000 will be used for the purchase of additional water meters and accessories for residential installation through Purchase Order #20180051.

Currently, water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software makes it extremely difficult and not cost productive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another. Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. That is what the City has done for at least

20 years choosing Neptune as the manufacturer of water meters used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system.

As part of the original purchase, the Water Department requested waiving the formal bidding process due to its limited source, as well as the authorization of the purchase of Neptune Water meters and the related accessories listed in the attached price list from Ferguson Enterprises for the FY2018 water meter program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a budget transfer for $35,000 will be processed to move funds from Water Meter Services-Maintenance & Repair Supply account (50100150-71080) to Water Meter Services-Meters account (50100150-71730). Stakeholders can locate this in FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 148.

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Nick O'Donoghue, Superintendent of Water Meter Service

Reviewed by: Robert Yehl, PE, Water Director

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 2B - Resolution

- 2C - Limited Source Letter
- 2D - Price List for FY18
- 2E - PO #20180051
  2F - May 27, 2017, Council Meeting Agenda Item 7F
- 2G - March 12, 2018, Council Meeting Agenda Item 7K

RESOLUTION NO. 2018 -

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF $35,000.00 TO PURCHASE ORDER #20180051 WITH FERGUSON ENTERPRISES AND THE PURCHASE OF NEPTUNE WATER METERS AND ACCESSORIES

WHEREAS, the City of Bloomington has previously authorized a contract with Ferguson Enterprises via Purchase Order #20180051, in the amount of $800,000, for the purchase of water meters; and

WHERAS, the City of Bloomington has previously authorized a Change Order to the contract with Ferguson Enterprises via Purchase Order #20180051, in the amount of $70,000, for the purchase of water meters; and

WHEREAS, the original contract and change order amounts are nearly depleted and the additional $35,000 will be used for the purchase of additional water meters for residential installation; and

WHEREAS, the City Council originally approved a bid waiver for the purchase of the specialized water meters from Ferguson Enterprises, which waiver continues in effect for the additional purchase; and

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

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

That a change order in the amount of $35,000.00 to Purchase Order #20180051 with Ferguson Enterprises in the amount of $35,000.00 for the purchase of additional water meters, as a limited source without bid, is hereby approved and the City Manager is authorized to execute any necessary documents to effectuate the purchase.

ADOPTED this 9th day of April, 2018.

APPROVED this ___day of April, 2018.

CITY OF BLOOMINGTON **ATTEST**

Tari Renner, Mayor Cherry L. Lawson, City Clerk

May 3, 2017

Nick O'Donoghue

City Of Bloomington
603 West Division St.
Bloomington, IL 61701

Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units and parts.

Ferguson is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson representative T. J. Rodebaugh at 815-341-4772, your local Neptune representative Pat Prasifka, at 334-391-6128, or Neptune's bid department at 334-283-6555.

Sincerely,

Lawrence M. Russo
VP, Finance

LMR/jsk

FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2617

Phone: 815-756-2800
Fax: 815-756-2877

Deliver To:
From: **Ryan Raupp**
Comments:

FERGUSON WATERWORKS #2516
Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B083105
Bid Date: 05/02/17
Quoted By: RDR

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

Customer:
CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Ship To:
CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Cust PO#:

Job Name: 2017 METERS

Item	Description	Quantity	Net Price	UM	Total
NED2A11RDF3	LF 5/8 T10 MTR V4 R900I CF	1	225.610	EA	225.61
NED2C11RDF3	LF 3/4 T10 MTR V4 R900I CF	1	291.870	EA	291.87
NED2D11RDF3	LF 3/4 SL T10 MTR V4 R900I CF	1	291.870	EA	291.87
NED2F11RDF3	LF 1 T10 MTR V4 R900I CF	1	366.260	EA	366.26
NED2H11RDF3	LF 1-1/2 T10 MTR V4 R900I CF	1	670.870	EA	670.87
NED2J11RDF3	LF 2 T10 MTR V4 R900I CF	1	784.550	EA	784.55

	COMPOUNDS				

NEC2ARWF3	2 HP T/F CMPD MTR V4 R900I CF PIT	1	1946.020	EA	1946.02
NEC3BRWF3	3 T/F CMPD MTR V4 R900I CF PIT	1	3001.650	EA	3001.65
NEC3CRWF3	4 T/F CMPD MTR V4 R900I CF PIT	1	3814.880	EA	3814.88
NEC3DRWF3	6 T/F CMPD MTR V4 R900I CF PIT	1	6238.020	EA	6238.02

NRD2F13	REG 5/8 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F23	REG 3/4 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F33	REG 1 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F43	REG 1-1/2 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F53	REG 2 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRW2F13	REG 5/8 T10 V4 R900I CF	1	207.080	EA	207.08
NRW2F23	REG 3/4 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F33	REG 1 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F43	REG 1-1/2 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F53	REG 2 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW5F13	REG 1-1/2&2 HPT V4 R900I CF PIT	1	207.080	EA	207.08

	HPT METERS				

NET4ARWF3	2 HP TURBINE MTR V4 R900I CF PIT	1	971.900	EA	971.90
NET4BRWF3	3 HP TURBINE MTR V4 R900I CF PIT	1	1593.500	EA	1593.50
NET4CRWF3	4 HP TURBINE MTR V4 R900I CF PIT	1	1798.370	EA	1798.37

FERGUSON WATERWORKS #2516
Price Quotation

Fax: 815-756-2877

11:09:51 MAY 02 2017

Reference No: B083105

SP-NEP7D1RWF3	6 SS V4 CF PROTECTUS W/ T10 BYPASS	1	12970.865	EA	12970.87

Net Total:	$37159.92
Tax:	$0.00
Freight:	$0.00
Total:	$37159.92

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

CITY OF Bloomington ILLINOIS

Purchase Order

Fiscal Year 2018 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20180051-00

Delivery must be made within doors of specified destination.

BILL TO
CITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334

VENDOR
FERGUSON ENTERPRISES INC
12500 JEFFERSON AVENUE
NEWPORT NEWS VA 23602
UNITED STATES

SHIP TO
WATER DEPARTMENT
603 WEST DIVISION
BLOOMINGTON IL 61701

309-434-2426

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		55	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/31/2017	1227			WATER METER SERVICE

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	METERS AND WATER MAINS				
1	Meters, Water amd Accessories PURCHASE OF NEPTUNE WATER METERS AND ACCESSORIES FOR THE ON GOING WATER METER INSTALLATION PROGRAM FROM FERGUSON WATERWORKS THE AUTHORIZED NEPTUNE WATER METER SUPPLIER FOR THIS AREA. TERMS OF THIS PO ARE 5/1/17 TO 4/30/18 THIS PO IN NO WAY LIMITS OR GUARANTEES QUALITIES OR DOLLARS TO BE SPENT. ******** GL SUMMARY ******** 50100150 - 71730 800,000.00	1.0	each	$800,000.000	$800,000.00

MK 5-2-17

cking slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON BSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by eed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.

City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other es. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

E CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Jan S Johnston
Procurement Manager

PO Total **$800,000.00**

CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of approving a Resolution Waiving the Formal Bid Process to Purchase through limited source Ferguson Waterworks for Neptune Water Meters and related accessories for the Water Department FY 2018 Water Meter Installation Program.

RECOMMENDATION/MOTION: That Council approve a Resolution Waiving the Formal Bid Process authorizing the purchase of water meters and related accessories as a limited source, from Ferguson Waterworks as the authorized Neptune water meter supplier for this area, at the purchase prices listed on the attached price list up to a total maximum of $800,000, authorize the Mayor and City Clerk to execute the Resolution, and the Procurement Manager be authorized to execute a purchase order.

STRATEGIC PLAN LINK: Objective 4 – City Services delivered in the most cost-effective, efficient manner.

STRATEGIC PLAN SIGNIFICANCE: Goal 1 – Financially Sound City Providing Quality Basic Services, and Goal 2. Upgraded City infrastructure.

BACKGROUND: Currently, water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software makes it extremely difficult and not cost productive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another. Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. That is what the City has done for at least 20 years. The City cannot competitively bid water meters of different brands and integrate them into the existing system.

The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters and the resultant efficiencies of reduced personnel needed for meter reading through City Council action on February 28, 2005, specifically identifying **Neptune** as the manufacturer of water meters to be used by the City. The Water Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 97% deployed (approximately 30,500 RF units installed on 32,0000 total water meters since 2012). The City has reduced its meter reading force by two employees over that time.

The Water Department is requesting waiving the formal bidding process due to its limited source, and the authorization of the purchase of Neptune Water meters and the related accessories listed in the attached price list, up to a total maximum of $800,000, for its FY 2018 water meter program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None
FINANCIAL IMPACT: The FY 2018 Budget includes $875,500 budgeted under Water Meter Services-Meters account (50100150-71730). Stakeholders can locate this in the FY 2018 Proposed Budget titled "Proposed Other Funds Budget" on page 118.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable.

Link to Comprehensive Plan/Downtown Plan Goals: Not Applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by:	Nick O'Donoghue, Superintendent of Water Meter Service
Reviewed by:	Robert Yehl, PE, Water Director Steve Rasmussen, Assistant City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Resolution
- Limited Source Letter
- Price List for FY18

RESOLUTION NO. 2017-__

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF NEPTUNE WATER METERS AND RELATED ACCESSORIES FROM FERGUSON WATERWORKS FOR THE WATER DEPARTMENT FY2018 WATER METER INSTALLATION PROGRAM PURCHASE PRICE NOT TO EXCEED $800,000.

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a specific water meter and related accessories from Ferguson Waterworks is the authorized Neptune water meter supplier for this area, at the purchase prices listed on the attached price list, up to a total maximum of $800,000.

ADOPTED this 22nd day of May, 2017.

APPROVED this ___ day of May, 2017.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

_____
Jeffrey R. Jurgens, Corporation Counsel

May 3, 2017

Nick O'Donoghue

City Of Bloomington
603 West Division St.
Bloomington, IL 61701

Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units and parts.

Ferguson is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson representative T. J. Rodebaugh at 815-341-4772, your local Neptune representative Pat Prasifka, at 334-391-6128, or Neptune's bid department at 334-283-6555.

Sincerely,

Lawrence M. Russo
VP, Finance

LMR/jsk

FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2617

Phone: 815-756-2800
Fax: 815-756-2877

Deliver To:
From: Ryan Raupp
Comments:

FERGUSON WATERWORKS #2516
Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B083105
Bid Date: 05/02/17
Quoted By: RDR

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

Customer: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Cust PO#:

Job Name: 2017 METERS

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FERGUSON WATERWORKS #2516
Price Quotation

Fax: 815-756-2877

11:09:51 MAY 02 2017
Reference No: B083105

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CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: March 12, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Resolution approving a Change Order to Purchase Order #200180051 with Ferguson Enterprises in the amount of $70,000.00 for the FY2018 Water Meter Installation Program as requested by the Water Department.

RECOMMENDATION/MOTION: A Resolution authorizing a Change Order in the amount of $70,000.00 to Purchase Order #20180051-00 with Ferguson Enterprises and the purchase of Neptune Water Meters be approved, and authorize the Mayor and City Clerk to execute the Resolution.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services, and Goal 2. Upgraded City infrastructure.

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

BACKGROUND: This change order will add $70,000.00 to the FY2018 Water Meter Replacement Program to Purchase Order #200180051-00 with Ferguson Enterprises. Included in FY 2018, $875,500.00 is budgeted for Meters. The purchase order for Ferguson Enterprises was approved for $800,000 by Council on May 27, 2017 (this can be found in attached Council Meeting Agenda Item 7F). While changing out the remaining non radio meters during FY 2018, staff began a water meter change out program to remove older meters that still have lead in the meter body. It is anticipated the encumbered $800,000 will be exhausted in mid-March 2018. The additional $70,000.00 will be used for the purchase of additional water meters for residential installation through Purchase Order #2001800501.

Currently, water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software makes it extremely difficult and not cost productive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another. Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. That is what the City has done for at least 20 years choosing Neptune as the manufacturer of water meters used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system.

As part of the original purchase, the Water Department requested waiving the formal bidding process due to its limited source, as well as the authorization of the purchase of Neptune Water

meters and the related accessories listed in the attached price list from Ferguson Enterprises for the FY2018 water meter program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are available in the Water Meters Services-Meters account (50100150-71730). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 148.

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Nick O'Donoghue, Superintendent of Water Meter Service

Reviewed by: Robert Yehl, PE, Water Director

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Steve Rasmussen
Interim City Manager

Attachments:

- 6B - Resolution
- 6C - Limited Source Letter
- 6D - Price List for FY18
- 6E - PO #200180051-000
- 6F - May 27, 2017 Council Meeting Agenda Item 7F